

Letter of Understanding (“LOU”)

Between

AUPE

And

Shepherd’s Care Foundation (“Employer”)

As Greenfield (GF) is closing and AUPE-certified positions on the 4th floor of Vanguard (VG) will be filled (“Program Transition”), the parties agree that, instead of the Employer giving each full and part time Employee at GF notice of the closing of GF and the permanent reduction of all Employees/all positions at GF, the process set out in this LOU will apply:

1. The Employer will provide each permanent full and part time Employee at GF written Notice of Program Transition (NPT) by January 6, 2023. The NPT will include the options available to each individual Employee as per this LOU.
2. At the time NPT is provided, all Employees with permanent full or part time positions at GF (except those exercising the option set out in bullet #3 (“Severance”)) will have their position (position means classification, shift, and FTE) protected meaning that the position such an Employee had on being provided with their NPT will be the same position the Employee will have immediately after Program Transition – only the location of their position will change (“Protected Position(s)”) to VG after Program Transition (“Protected Employee(s)”).
3. Within seven (7) calendar days of being provided with NPT, an Employee shall notify the GF Clinical Supervisor (using the form provided at the time of NPT) if the Employee is refusing Program Transition and instead, is both:
 - Requesting Notice of Layoff; and
 - In response to that Notice of Layoff, exercising their collective agreement rights in accordance with clause 27.08 (e.g., to terminate their employment and seniority rights) and making an optional request re clause 27.10 (Severance).
4. For clarity, the commitment set out in bullet #1 does not diminish the Employer’s authority to either layoff a Protected Employee in the regular course of operations twelve (12) or more months after Program Transition or terminate a Protected Employee for just cause.
5. After the Employer has provided NPT and any Employees have exercised the Severance option, if the Employer knows that on the 4th floor of VG there will be additional positions in a classification (‘additional’ means in addition to the complement of the then-Protected Positions within a classification at GF), the Employer will post those positions at VG for VG Employees to apply on.
6. If a permanent position which would otherwise be a Protected Position becomes vacant at GF after the Employer provides NPT (e.g., if the Employee in the position exercises the Severance option), the position will not be posted at GF as a permanent position and will no longer be a Protected Position. The Employer may post the position (classification, shift, and FTE) at VG unchanged, post an alternate position (vary any or all of the classification, shift, and/or FTE) at VG, or eliminate the position. If the Employer determines the position is needed at VG, the vacancy will be posted at VG and posting decisions shall be made by the Employer based on the provisions set out in the VG Collective Agreement and if seniority comes into a posting decision, based on the VG seniority list.

7. On the commencement of Program Transition (“commencement” means the start of the move of the Protected Employees from GF to the 4th floor of VG), the GF and VG seniority lists applicable to regular GF and VG employees will be combined into one seniority list (“merged seniority list”) and the Collective Agreement between AUPE and Vanguard (“Collective Agreement”) will apply to the employment of the GF and VG Employees and the Collective Agreement between AUPE and GF will no longer apply to the GF Employees.
8. If a permanent position which would otherwise be a Protected Position becomes vacant at VG on or after Program Transition (e.g., if a Protected Employee resigns or moves into another position), the Employer may post the vacated position (classification, shift, and FTE) at VG unchanged, post an alternate position (vary any or all of the classification, shift, and/or FTE) at VG, or eliminate the position. If the Employer determines the position is needed, the vacancy will be posted at VG and posting decisions shall be made by the Employer based on the provisions set out in the Collective Agreement and if seniority comes into a posting decision, based on the merged seniority list.
9. As applicable depending on their status (casual, full time, part time), GF employees (except those exercising the option set out in bullet #3) move through Program Transition with their service maintained (including but not limited to hours accumulated towards probationary period; vacation bank and total length of service for the purposes of determining vacation time entitlement level; step on the “salary grid”; if an employee is not at the top of the salary grid for their classification, hours accumulated towards their next increment; sick bank accumulation; date of hire at GF for purposes of clause 9.01).
10. On the merging of the seniority lists, if two or more employees in the same classification would otherwise have the same seniority, the Employer shall notify AUPE and AUPE shall use an internally determined process to establish which of the employees has more seniority than the other(s) and within two (2) weeks shall notify the Employer as to those employees’ order of seniority.

Signed this 21st day of June, 2022.



On behalf of the Employer



On behalf of the Union