

## MEMORANDUM OF AGREEMENT

*Between*

**Venta Care Centre Ltd.**  
(the "Employer")

*And*

**The Alberta Union of Provincial Employees**  
Local 047, Chapter 022  
(the "Union")

Whereas the Employer and the Union have met to negotiate and renew the collective agreement covering a bargaining unit of Employees in auxiliary nursing care; and

Whereas the Parties have reached tentative settlement on various matters, subject to their respective ratification requirements;

Now therefore the Parties agree as follows:

1. Retain and carryover all provisions of the collective agreement which expired July 31, 2017, into a renewed collective agreement, without change or amendment except as specified below:
  - a) **Article 1 – Term**  
to expire July 31, 2024
  - b) **Article 22 – Named Holidays**  
amend to include the federal *National Day for Truth and Reconciliation* (celebrated each September 30<sup>th</sup>, commencing for the calendar year 2021 and onward)
  - c) **Article 27 – Leave of Absence**  
remove the expiring text and replace with the amended text below, with effect commencing on the date of ratification (*see page 2. overleaf*)
  - d) **Schedule 'A' – Rates of Pay**  
amended in accordance with the following percentage increases and effective dates, with retroactive application where the effective date precedes the date of ratification:

• August 1, 2017 to January 31, 2022	–	0.0%
• February 1, 2022	–	1.0%
• January 1, 2023	–	1.25%
• August 1, 2023	–	2.0%

    - replace the expiring table of wage rates with the attached schedule (*see page 8. overleaf*)
  - e) **lump sum bonus on ratification**
    - recognizing work effort arising from the COVID-19 pandemic during 2021, a one-time lump sum payment computed at the rate of 1% of the basic rate of pay for all hours actually worked, inclusive of time on sick leave with pay and time on paid vacation, in the period between January 1, 2021, and December 31, 2021
    - payable 30 days after the date of ratification to current Employees; for terminated Employees, the deadline for the Employer to receive their written application is thirty (30) calendar days after the date of ratification

- pro-rated for Regular Part-Time, Temporary Part-Time, Casual Employees, and new Employees hired after January 1, 2021

**f) Article 29 – RRSP Plan, and Letter of Understanding – RRSP Plan – Payroll Deduction Program**

- retain and carryover all terms conditions into the renewal collective agreement, with amendment to the Employee voluntary contribution rate and Employer matching rate, in accordance with the following:
- **Effective July 1, 2023** – contribution rate increases by 1% (one percent)  
Employee voluntary contribution rate increases from 3% up to 4%  
Employer matches Employee voluntary contribution rate up to maximum 4%
- **Effective July 1, 2024** – contribution rate increases by 1% (one percent)  
Employee voluntary contribution rate increases from 4% up to 5%  
Employer matches Employee voluntary contribution rate up to maximum 5%

**g) Article 24 – Employee Benefits – Health Care Spending Account**

- retain and carryover all terms and conditions of Article 24 into the renewal collective agreement, with amendment to provide for a \$250 annual Health Care Spending Account allowance, commencing in calendar year 2024, and in accordance with the following:
- **Effective January 1, 2024** – Health Care Spending Account annual allowance \$250 per Employee per calendar year
  - to be eligible for the Health Care Spending Account allowance the Employee must be eligible for and enrolled in the Employer’s group insurance benefits program as provided at Article 24;
  - in order to be treated as a non-taxable benefit, the plan must function in accordance with the *Income Tax Act*, as may be amended without notice, administered by Canada Revenue Agency;
  - coverage includes the Employee who is a member of the Employer’s group insurance plan, and the Employee’s eligible dependents who are registered under the Employee’s coverage by the insurance carrier;
  - eligible expenses include medical, dental, vision and paramedical services and treatments where coverage under the Alberta Health Care Insurance Plan or the Employer’s group insurance carrier results in an unreimbursed out-of-pocket expense for the covered Employee;
  - coverage for eligible and enrolled Regular Part-Time Employees and eligible and enrolled Temporary Employees is pro-rated annually, based on their FTE status each April 1<sup>st</sup> ;
  - new hire Employees are first eligible for the Health Care Spending Account at January 1<sup>st</sup> of the year following their date of hire, provided they are eligible for and enrolled in the Employer’s group insurance benefits plan;
  - for the first year of operation, the FTE status as of January 1, 2024, will be applied to calculate the pro-rated Health Care Spending Account allowance for eligible Regular Part-Time Employees and eligible Temporary Employees;
  - expenses for services and treatments incurred prior to January 1, 2024, are not eligible for reimbursement;
  - all claims for reimbursement must include a valid paid receipt for eligible services and treatments;
  - where there is a portion of the annual Health Care Spending Account allowance unused at the end of the calendar year, the unused portion may be carried over into the immediately following calendar year; if the carry-over balance is not used at December 31<sup>st</sup> of that 2<sup>nd</sup> year, then the unused portion expires with no cash benefit or payout value;
  - on terminating employment for any reason, all unused Health Care Spending Account allowance expires with no cash benefit or payout value.

2. Consequential changes may be necessary for amendments made in the above items.

## **ARTICLE 27 – LEAVE OF ABSENCE**

### **27.01 General Conditions**

- (a) Requests for a leave of absence, without pay or benefit of Employer contributions will, where possible, be made in writing to the proper officer of the Employer six (6) weeks in advance, except that 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 a leave of absence within fourteen (14) days of receipt of the request.
- (b) Except as provided in Article 27.01 (d), 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 24 provided that the Employee makes prior arrangements to pay full premium costs. In failure to remit the full payment required above, reinstatement in any and all plans may be subject to the enrollment and other requirements of the underwriter.
- (c) Whenever possible, an Employee returning from a lengthy leave of absence shall give at least three (3) weeks' notice of return.
- (d) 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 or EI Plan benefits, benefit plan premium payments shall be administered in the same fashion as an Employee absent due to illness.
- (e) An Employee who has been granted leave of absence and overstays the leave without permission of the Employer, shall automatically terminate her their position.
- (f) Employees shall not be entitled to named holidays with pay, which may fall during a period of leave of absence without pay.
- (g) Employees granted leave of absence for more than one (1) month, may, at the discretion of the Employer, be required to use up accumulated vacation entitlement prior to returning to duty.
- (h) When an Employee is on leave of absence without pay, she the Employee may continue participation in the Alberta Health Care Insurance Plan for the period of her their employment pursuant to Article 24 or 26.01, whichever is applicable from the last day of paid sick leave, by paying the full premium costs to the Employer.
- (i) The Employee shall not work for gain during the period of leave of absence except with the express consent of the Employer.

### **27.02 Legislated Job-Protected Leaves**

- (a) Designated job-protected unpaid leaves of absence, as specified in the Alberta *Employment Standards Code*, *RSA 2000*, and Alberta *Employment Standards Regulation*, as amended, are granted in accordance with provisions contained therein, and subject to the following:
  - (i) Except as may be provided otherwise, eligibility for job-protected leaves requires completion of ninety (90) days' employment with the Employer;
  - (ii) The duration of unpaid job-protected leave is in accordance with the *Employment Standards Code* and *Regulation*, and as may be indicated in the provisions contained in this Article, listed below;
  - (iii) Requests for job-protected leaves are to be in writing, submitted to the Director of Care, or designate,

giving notice as required under the *Employment Standards Code*, and as may be indicated in the provisions listed below;

- (iv) To determine eligibility for job-protected leave, suitable documentation and/or medical certification is required with the written request for leave, and may be required to determine suitability for return to work;
- (v) Written notice of return to work, or notice not to return to work, submitted to the Director of Care, or designate, is required in accordance with the *Employment Standards Code*, and as may be indicated in the provisions listed below;
- (vi) Vacation pay, Named Holiday pay and Sick Leave pay do not accumulate during periods of unpaid job-protected leave;
- (vii) At the commencement of an unpaid job-protected leave expected to be greater than thirty (30) calendar days, an Employee may elect to continue coverage under the Employer's benefits program, in accordance with the provisions for costs as provided at Article 27.01 (b) above;
- (viii) An Employee returning from unpaid job-protected leave is reinstated to their pre-leave position, if it remains available. If the Employee's pre-leave position is unavailable, they will be placed in a comparable position with earnings and other benefits equal to those received when the leave began.
- (ix) In the event that during the period of an Employee's leave of absence, the position from which the Employee is on such leave is eliminated due to a reduction in the working force or discontinuing of an undertaking or activity, and the Employer has not increased the working force or resumed operations on the expiry of the Employee's leave of absence and the returning Employee does not have sufficient seniority to displace another incumbent, the name of the Employee will be added to the list of laid off Employees. Upon increasing the workforce, resumption of the business, undertaking or activity, recall or reinstatement to the working force shall be in compliance with Article 30.05.

(b) Maternity Leave, Parental Leave, Adoption Leave

- (i) Written Notice of at least six (6) weeks is required before commencing these job-protected unpaid leaves, and at least four (4) weeks either to return to work or not to return to work.
- (ii) Wage replacement benefits applicable to Maternity Leave, Parental Leave and Adoption Leave are subject to the federal *Employment Insurance and Parental Benefits* as administered by the Canada Revenue Agency.
- (iii) Maternity Leave
  1. Employees are eligible for maternity leave up to sixteen (16) weeks of unpaid leave. When combined with the maximum allowable unpaid extended Parental Leave of sixty-two (62) weeks, the total duration of job-protected leave cannot exceed seventy-eight (78) weeks in the event of the birth of a child.
  2. Maternity leave can begin at any time within thirteen (13) weeks prior to the estimated date of delivery and no later than the date of birth.
  3. If the pregnancy interferes with the Employee's job performance during the thirteen (13) weeks before the estimated date of delivery, the Employee may, in accordance with the written opinion of either the Employee's attending physician, licensed nurse practitioner or registered midwife, request a medical accommodation for work, where available, and subject to agreement.

Where no suitable position is available, the Employee may request Maternity Leave or Sick Leave.

If at any point in the pregnancy the Employee is unable to continue working on the advice of their attending physician, licensed nurse practitioner or registered midwife, subject to the Employee submitting suitable medical certification, the Employee may commence Sick Leave.

4. An Employee must take at least six (6) weeks of Maternity Leave after the birth of the child, unless the Employer agrees to early resumption of employment, subject to the Employee submitting suitable supporting medical certification. Employer agreement for early resumption of employment will not be unreasonably withheld.
5. Where pregnancy ends other than as a result of a live birth the Employee is entitled to Bereavement Leave, and if the loss of pregnancy is within sixteen (16) weeks of the estimated due date, the Employee is entitled to Maternity Leave.

(iv) Parental Leave and Adoption Leave

1. Employees may be eligible for extended Parental Leave or Adoption Leave up to sixty-two (62) weeks of unpaid leave. Parental Leave or Adoption Leave may be taken by one parent or shared between two parents, but the total combined job-protected leave cannot exceed sixty-two (62) weeks.
2. Parental Leave or Adoption Leave may begin at any time after the birth or adoption of the child but must be completed within-seventy-eight (78) weeks of the date a baby is born, or an adopted child is placed with the parent.
3. Employees who intend to share Parental Leave or Adoption Leave must advise their respective Employers of their intention to do so.

(c) Compassionate Care Leave

1. Written Notice of at least two weeks, or as soon as reasonable and practicable in the circumstances, which notice must include the estimated date of return to work, is required before commencing this unpaid job-protected leave. The written notice must include a Medical Certificate from the physician of the employee's family member indicating a significant risk of death within twenty-six (26) weeks.
2. Unpaid job-protected leave for up to a maximum of twenty-seven (27) weeks is granted for the purpose of providing care and support to an Employee's gravely ill or dying family member, as defined by the *Employment Standards Code and Regulation*.

(d) Critical Illness of a Child Leave

1. Written Notice of at least two (2) weeks, or as soon as reasonable and practicable in the circumstances, which notice must include the estimated date of return to work, is required before commencing this unpaid job-protected leave. The written notice must include a Medical Certificate from the physician of the employee's child indicating the child is critically ill and requires the care or support of the parent.
2. Unpaid job-protected leave for up to a maximum of thirty-six (36) weeks is granted for the purpose of providing care and support to an Employee's child.

(e) Death or Disappearance of a Child Leave

1. After providing as much notice as is reasonable and practicable under the circumstances, an Employee will be granted unpaid job-protected leave up to fifty-two (52) weeks where the employee's child has disappeared due to a probable crime, or up to one hundred and four (104) weeks if their child died due to a probable crime, in accordance with the *Alberta Employment Standards Code and Regulation*.
2. An Employee who is charged with a crime that resulted in the death or disappearance of a child is disqualified for leave.

(f) Domestic Violence Leave

1. After providing as much notice as is reasonable and practicable under the circumstances, an Employee who is a victim of domestic violence, which includes sexual violence and other acts as defined by the *Employment Standards Code*, shall be granted unpaid job-protected leave up to ten (10) days in a calendar year.
2. Purposes of this leave are as defined by the *Employment Standards Code*, which may include, but are not limited to, the following:
  - a. to seek and/or to obtain medical, psychological or other professional counselling, and legal assistance or law enforcement assistance for the Employee or the Employee's child;
  - b. to obtain services from social services agencies for the Employee or the Employee's child;
  - c. to relocate temporarily or permanently.

(g) Military Reservist Leave

On giving at least four (4) weeks' written notice, an Employee who has completed at least twelve (12) weeks of continuous employment, and who is required by military authorities to attend training or perform military services, shall be granted unpaid job-protected leave in accordance with the *Employment Standards Code and Regulation*.

(h) Citizenship Ceremony Leave

In accordance with the *Employment Standards Code*, after providing as much notice as is reasonable and practicable, an Employee will be granted up to a half-day unpaid leave to attend a citizenship ceremony to receive their certificate of Canadian citizenship.

**27.03 Bereavement Leave**

- (a) Upon request, an Employee shall be granted reasonable leave of absence in the event of a death of a member of the Employee's immediate family (i.e. spouse, child, parent, brother, sister, mother in law, father in law, son in law, daughter in law, grandparent, brother-in-law, sister-in-law, grandchild, guardian or fiancée). Spouse shall include common-law and same-sex spouse/partner. Stepparent, stepchildren, stepbrother and stepsister shall be considered as the Employee's immediate family. For the first five (5) calendar days of such leave of absence, the Employee shall suffer no loss of regular earnings. Bereavement may include normal days off and/ or vacation but no additional payment is due therefore. Upon request, bereavement leave may be extended by the employer for two (2) additional calendar days due to extensive travel. Bereavement leave ends the day after the funeral.
- (b) In the event of the death of another relative or close friend, the Employer shall grant up to one (1) working day off without pay to attend the funeral services.
- (c) An Employee shall not be required to take previously unscheduled vacation leave in lieu of bereavement when ~~she~~ **the Employee** is entitled to that bereavement leave.

#### 27.04 Education Leave

- (a) For the purpose of determining salary increments, an Employee who is granted leave of absence for educational purposes, subject to the conditions provided in Article 27.01, shall be deemed to remain in the continuous service of the Employer for the first twenty-four (24) months of such period of leave.
- (b) During and Employee's education leave, ~~she~~ **the Employee** may work as a casual Employee with the Employer without adversely affecting ~~her~~ reinstatement to the position from which ~~she~~ **the Employee** is on leave.

#### 27.05 Personal Leave

- (a) Regular and Temporary Employees shall be entitled to four (4) personal leave days each year, from April 1<sup>st</sup> through March 31<sup>st</sup>. Employees shall request such days as far in advance as possible. These days are for the purpose of attending to personal matters and family responsibilities, including, but not limited to, attending appointments with family members. Requests for personal leave shall not be unreasonably denied, subject to operational requirements.
- (b) The number of Personal Leave days available are pro-rated to the FTE as of April 1<sup>st</sup> of each year.
- (c) Personal Leave days are granted in one-hour increments as requested by the Employee.
- (d) Any personal leave days not used by March 31<sup>st</sup> of each year shall not be carried over or paid out on termination of employment.
- (e) New Employees hired after January 1<sup>st</sup> of each year shall not receive personal leave days until April 1<sup>st</sup> the following year.

#### 27.06 Jury Duty

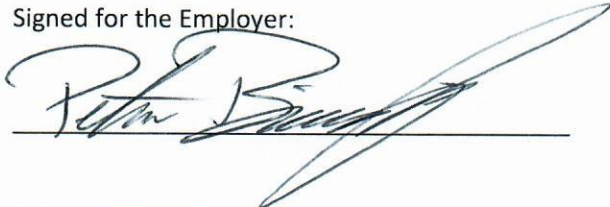
An Employee required to serve jury duty shall be paid the difference between what ~~she~~ **the Employee** would have earned for ~~her~~ **their** scheduled hours (without taking into account any premium pay or the like) and the fees received pursuant to the performance of jury duty. This will be affected by the Employee signing over any jury fees less expense money received by the authorities for meals and lodging and the Employer will continue the regular salary payments. The Employee is to notify ~~her~~ **their** supervisor as soon as possible after receipt of the subpoena. The Employee will come back to work during those regularly scheduled hours that ~~she~~ **the Employee** is not required to attend at court. If an Employee is required to be a witness in a case arising out of ~~her~~ **their** employment with the Employer, the Employer will abide by the above provisions.

**Schedule 'A' – Rates of Pay**

		1	2	3	4	5	6	7	8
<b>Health Care Aide</b>	<i>expired rates</i>	\$19.91	\$20.94	\$21.65	\$22.27	\$23.00	\$23.53	\$24.22	\$24.95
	01-Feb-22 <b>1.00%</b>	\$20.11	\$21.15	\$21.87	\$22.50	\$23.23	\$23.77	\$24.47	\$25.20
	01-Jan-23 <b>1.25%</b>	\$20.37	\$21.42	\$22.15	\$22.79	\$23.53	\$24.07	\$24.78	\$25.52
	01-Aug-23 <b>2.00%</b>	\$20.78	\$21.85	\$22.60	\$23.25	\$24.01	\$24.56	\$25.28	\$26.04
<b>Licensed Practical Nurse</b>	<i>expired rates</i>	\$26.44	\$27.58	\$28.69	\$29.81	\$30.92	\$32.00	\$33.30	\$34.62
	01-Feb-22 <b>1.00%</b>	\$26.71	\$27.86	\$28.98	\$30.11	\$31.13	\$32.32	\$33.64	\$34.98
	01-Jan-23 <b>1.25%</b>	\$27.05	\$28.21	\$29.35	\$30.49	\$31.40	\$32.73	\$34.07	\$35.42
	01-Aug-23 <b>2.00%</b>	\$27.60	\$28.78	\$29.94	\$31.10	\$31.83	\$33.39	\$34.76	\$36.13

Dated at Edmonton, Alberta, this 9<sup>th</sup> day of May, 2023.

Signed for the Employer:



Peter C. Birzgalis, Administrator

(Name & Title)

Signed for the Union:



Kate Robinson, Negotiator

(Name & Title)