COLLECTIVE AGREEMENT

BETWEEN

ROSS PLACE SENIORS RESIDENCE SOCIETY
ROSS PLACE SENIORS COMMUNITY

AND

HOSPITAL EMPLOYEES' UNION

May 1, 2025 – April 30, 2028

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ARTICLE 1 – PREAMBLE

The parties to the agreement acknowledge with gratitude that they, and their members, work on the traditional, ancestral, and unceded territory of First Nations who care for and nurture these lands and have from time immemorial.

1.01 Purpose of Agreement

It is the intent and purpose of the parties to this agreement, which has been negotiated and entered into in good faith, to recognize mutually the respective rights, responsibilities and functions of the parties hereto:

a) Provide and maintain working conditions, hours of work, wage rates and benefits set forth herein;
b) Establish an orderly system for the promotion, transfer, layoff and recall of employees;
c) Establish a prompt, just and equitable procedure for the disposition of grievances;
d) And generally, through the full and fair administration of all terms and provisions contained herein, to develop and achieve a relationship among the Union, the Employer, the employees, which will be conducive to their mutual well being.

1.02 Human Rights Code

The parties subscribe to the principles of the *Human Rights Code* of British Columbia.

1.03 Harassment (Respectful Workplace)

The Employer and the Union recognize the right of employees to work in an environment free from harassment and will not tolerate physical, psychological or sexual harassment in the workplace.

1.04 Definition of Harassment

Personal harassment is defined as any inappropriate conduct, comment, display, action, or gesture by a person that adversely affects the worker's psychological or physical well-being or that a

reasonable person knows or ought to know would cause a worker to be humiliated or intimidated.

Personal harassment is not limited to but also includes the act of intentionally causing harm to others, through verbal harassment, intimidation or other more subtle methods of coercion such as manipulation, including ignoring and isolating the person.

To constitute harassment there must be repeated misconduct, comments, displays, actions or gestures; or:

(a) A single, serious occurrence of conduct, or a single, serious comment, display, action or gesture, that has a lasting, harmful effect on the worker must be established.
(b) Personal harassment can exist even where there is no intention to harass or offend.

1.05 Employer's Policy and Investigations

The Employer will make available to employees their policy on respectful workplace (bullying and harassment) and the parties agree that all complaints will be thoroughly investigated. Substantiated cases of harassment may be cause for actions that can include education, accommodation, discipline, and up to dismissal.

ARTICLE 2 – SCOPE AND RECOGNITION

2.01 Bargaining Agent Recognition

The Employer recognizes the Union as the sole bargaining agent of all employees in the bargaining unit as defined in Article 2.02.

2.02 Bargaining Unit Defined

This agreement covers all employees of the Employer as classified in "Appendix A", except supervisory staff.

2.03 No Other Agreement

There shall be no revision, amendment, or alteration of the

bargaining unit as defined herein, or of any of the terms and provisions of this agreement, except by mutual written agreement between the parties.

2.04 Special Dispensation

The Union and the Employer may determine if special dispensation is required to become competitive or the employees have specific concerns not addressed herein and, should the necessity arise, may, by written agreement, add, amend, or delete any terms or conditions of the agreement.

2.05 Future Legislation

Should any provision of the Collective Agreement be rendered null and void or materially altered by future legislation, the remaining provisions of the Collective Agreement shall remain in force and effect for the term of the agreement, and the parties shall negotiate a mutually agreeable provision to be substituted for the affected provision.

2.06 In the event this Collective Agreement does not expressly provide for a benefit required by the B.C. *Employment Standards Act*, the provision for such benefit set out in the act is deemed to be incorporated into this Collective Agreement. However, no such provision shall be incorporated where the provision(s) for the subject matter of that benefit prescribed in the Collective Agreement meet(s) or exceed(s) the benefit set out in the act.

2.07 Notwithstanding Article 2.05, should any government legislation or regulation vary conditions as defined in this agreement, such conditions, where more favorable, shall automatically apply.

2.08 Existing Rights and Privileges

Existing rights, benefits and privileges that have been established or recognized by the Employer, which are not specifically addressed in this agreement and do not conflict with any of its terms, shall continue in effect for the duration of this agreement.

Such rights, benefits and privileges shall not be modified or discontinued without prior consultation with the Union and reasonable notice to affected employees. Any changes must not conflict with the specific provisions of this agreement or contravene the *Employment Standards Act*.

2.09 Bargaining Unit Work

(a) Management and non-bargaining unit employees shall not perform work normally performed by employees of the bargaining unit except in cases of established past practice, of emergency, or for training, instructional, or evaluation purposes.

(b) Management and non-bargaining employees performing work under Article 2.09 (a) shall not result in a reduction of hours or layoff of an employee in the bargaining unit.

(c) The Employer agrees that work normally performed by employees of the bargaining unit shall not be contracted out where the contracting out results in a layoff of regular employees or where there are regular employees on layoff.

ARTICLE 3 – UNION MEMBERSHIP AND DUES REMITTANCES

3.01 Union Membership

(a) The Union agrees that it will make membership in the Union available to all employees covered by this agreement on the same terms and conditions as are applicable to other members of the Union.

(b) Neither the Employer nor the Union will compel employees to join the Union. Neither the Employer nor the Union will discriminate against any employee because of Union membership or lack of it and will inform all new employees of the contractual relationship between the Employer and the Union. Notwithstanding this, it is understood that all employees in the bargaining unit are covered by the Collective Agreement, whether or not they join the Union.

3.02 Union Dues

The Employer agrees to the monthly check-off of all Union dues, assessments, initiation fees, and written assignments of amounts equal to Union dues, provided there are sufficient wages owing to employee to cover the deductions. The check-off monies deducted in accordance with the above paragraph shall be remitted to the Union by the Employer in a period not to exceed twenty-one (21) days after the date of deduction. The Employer shall provide the Union's provincial office with a list of all employees hired, and all employees who have left the employ of the Employer (who shall be designated as terminated and shall include discharges, resignations, retirements and deaths) in the previous month along with a list of all employees in the bargaining unit and their employee status, home address, telephone numbers, personal email address if known to the Employer, and the amount of dues or equivalent monies currently being deducted for each employee. Such information shall be provided in an electronic format, such as Microsoft Excel, to memberupdates@heu.org for HEU.

The Employer agrees to sign into the Union all new employees whose jobs are covered by the certificate of bargaining authority in accordance with the provisions of Article 3.01. The Employer shall supply each employee, without charge, a receipt in a form acceptable to Revenue Canada for income tax purposes which receipt shall record - the amount of all deductions paid to the Union by employees during a taxation year. The receipts shall be mailed or delivered to employees prior to March 1st of the year following each taxation year.

In January, April, July and October of each year, the Employer shall provide to the local (for HEU) and the Union, a list of all employees in the bargaining unit, their job titles, their home addresses, personal emails and their telephone numbers known to the Employer. Such information shall be provided in an electronic format, such as Microsoft Excel to HEU at memberupdates@heu.org. The Union shall advise the Employer

to write thirty (30) days in advance of the amount of its dues and or changes in the amount of dues to be deducted.

ARTICLE 4 – MANAGEMENT RIGHTS

4.01 The Union acknowledges that it is the function of the Employer to:

(a) Manage the business, including the scheduling of work, and the control of materials and equipment.
(b) Maintain order, discipline, and efficiency.
(c) Hire, direct, transfer, promote, layoff, discipline, and discharge, provided that such actions are consistent with the purpose and terms of this agreement and provided that a claim by any employee that they have been disciplined or discharged without just cause will be subject to the grievance procedure in Article 7.
(d) Make and alter, from time to time, reasonable rules and regulations to be observed by the employees. When the Employer introduces or substantially amends a policy or rule that bears directly on the conduct or performance of employees, it shall provide the Union and its members with reasonable notice, prior to the implementation of such policy or rule.

ARTICLE 5 – UNION REPRESENTATION

5.01 Recognition and Rights of Stewards

For the purpose of representation with the Employer, the Union shall function and be recognized as follows:

5.02 Shop Stewards

(a) The Employer recognizes employees who are designated by the Union as stewards on behalf of the employees.
(b) The Union will supply the Employer with a list of the names of stewards and any changes thereto.
(c) Stewards shall be entitled to reasonable time while on duty without loss of regular pay and benefits to perform duties as a

steward when they:

i. Have received prior consent from their supervisor before leaving their normal work to perform duties as a steward. Such consent shall not be unreasonably withheld.
ii. Endeavor to complete this business as a steward in as short a time as possible.
iii. Advise their supervisor(s) of their return to duty.

(d) Stewards will not interrupt the normal operations of the residence.

(e) When a steward is the only employee on duty in a department, and, where their absence would unduly interfere with the proper operation of the department, then the steward may be refused consent to transact Union business.

(f) The Employer agrees that shop stewards, when conducting proper Union business shall not be coerced, restrained or interfered with in the performance of their duties.

5.03 Induction

The Employer shall advise the respective Union's designated representative of the names of new employees hired. A Union designated representative will meet with the new employee(s) during regular working hours for a period not to exceed fifteen (15) minutes. This meeting will normally take place in conjunction with the Employer's orientation process, and if this is not possible, at a mutually agreed time. The Union representative will be informed of the date, time and place of the meeting. This meeting will also be held during the first thirty (30) days of employment. The Union representative and employee(s) shall have time off at their basic rate of pay (not overtime) to attend the meeting.

5.04 Union Insignia

Union members shall have the right to wear or display the recognized insignia of the Union. Union members shall have the right to wear the recognized pins.

5.05 Notification to Employer

The Union agrees to notify the Employer in writing of the names

of its stewards and bargaining committee members, and the effective dates of their appointments. The Employer shall not be required to recognize a steward or bargaining committee member until such notice is received.

5.06 Union Site Visits

The Union shall inform the Employer when a Union representative intends to visit the Employer's place of business for the purpose of conducting Union business. Such visits will not interrupt the operation of the facility and will be at a mutually agreeable time.

5.07 Bulletin Boards

The Employer shall provide sufficient bulletin board facilities, at mutually agreed locations, for the use of the Union.

5.08 Employer/Employee Meetings

An employee who is called to a meeting that could reasonably lead to a written warning or more serious discipline will be informed of the meeting's purpose and advised of their right to have a shop steward present.

5.09 Labour Management Committee

Employee relations committee, the Union and the Employer are committed to a process of working together with the common goals of anticipating and resolving mutual problems and improving their day-to-day working relationship. To this end, the parties agree to the establishment of an employee relations committee.

(a) There will be an employee relations committee comprised of an equal number of Employer and Union members to a maximum of three (3) appointed by each party.
(b) The committee shall meet for the purpose of discussion and, if possible, resolution of any matter of mutual concern. Such meetings may discuss issues related to the workplace that affect the parties or any employee bound by this agreement, including, but not limited to:

i. Reviewing matters other than grievances related to the maintenance of good relations between the parties.
ii. Correcting conditions causing misunderstandings.
iii. Fostering the development of work-related skills and promoting workplace productivity.
iv. Dealing with matters raised by the parties.

Matters which are the subject of grievance will be referred to the Union/management committee meetings for discussion and possible resolution.

(a) The Union members on the committee shall ensure any agenda items from the Union are forwarded to the Employer one week before the scheduled meeting. The Employer agenda items shall be added, and a proposed written agenda shall be distributed to committee members by the Employer, if at all possible, at least seventy-two (72) hours before the meeting.
(b) Employees who are members of the employee relations committee shall be granted leave without loss of pay or receive straight time regular wages while attending meetings of the committee.
(c) Meetings will be held quarterly or be scheduled by any member of the committee, unless agreed otherwise by the parties.

5.10 Bargaining Committee

The Union has the right to elect and/or appoint members to the bargaining committee. Time spent in negotiations for committee members will be considered as time worked and compensated at the prevailing rate, at the cost of the Union.

ARTICLE 6 – NO STRIKES OR LOCKOUTS

6.01 In view of the orderly procedure established by this agreement for the processing of grievances, the Union agrees that during the life of this agreement there will be no strikes, picketing,

slow-down or stoppage, either complete or partial, and the company agrees that there will be no lockout.

ARTICLE 7 – GRIEVANCE PROCEDURE

7.01 Grievances

A grievance is defined as any difference between the parties arising out of the interpretation and/or the application of this agreement, including but not limited to, any questions as to whether a matter is arbitrable; or any difference concerning the dismissal, discipline or suspension, of an employee bound by this agreement. A general grievance is defined as one which affects the collective interests of the bargaining unit, rather than the interests of a particular grievor.

Grievances of a general nature may be initiated in step two of this grievance procedure.

7.02 Grievance Procedure

Grievances shall be processed in the following manner:

Step 1
The employee with or without a shop steward (at the employee's option) shall first discuss the grievance with the Employer within ten (10) calendar days of the grievance. The parties shall make all reasonable efforts to resolve the grievance. The Employer shall respond within ten (10) days of the step 1 meeting. If the grievance is not settled at this step, then;

Step 2
Within fourteen (14) days of the Employer's response at step 1, the grievance shall be reduced to writing and signed by the employee and a shop steward and shall be presented at a meeting to the Employer representative by a shop steward who shall discuss the grievance. Within ten (10) calendar days of receipt of the written grievance, the Employer representative shall give their written reply. If the grievance is not settled at this step, then;

Step 3
The Union committee and representatives appointed by the Employer shall meet within twenty-one (21) days or at another mutually agreed to time to discuss the grievance. The findings or decisions of the Employer shall be presented to the Union in writing within ten (10) calendar days of the meeting. If the grievance is not settled at this step, either party may refer the grievance to arbitration under Article 8 within thirty (30) days.

7.03 Union Representation

Shop stewards shall be permitted to represent an employee's interests, without loss of pay, when such meetings are scheduled during the shop steward's hours of work. The shop steward, Union committee member or employee shall obtain the permission of their immediate supervisor or designate, prior to leaving their work duties to undertake their Union responsibilities. Such permission shall not be unreasonably withheld.

7.04 Grievance Investigations

Where an employee has asked or is obliged to be represented by the Union in relation to the presentation of a grievance and a shop steward wishes to discuss the grievance with that employee, the employee and the shop steward shall be given reasonable time off without loss of pay for this purpose when the discussion takes place during their hours of work, subject to Article 5.02. No meeting shall take place between the Employer and an employee, where disciplinary action is to be taken or where the Employer is investigating whether disciplinary action should be taken, without the Employer specifically advising the employee that they have the right to representation by a shop steward. Where the Employer fails to so advise the employee, any disciplinary action taken with respect to such meeting shall be rendered null and void. This provision shall not apply to those discussions that are of an operational nature and do not involve imposition of disciplinary action. No meeting shall take place under this article without reasonable advance notice being given to the employee, provided this does not result in an undue delay of the appropriate

action being taken.

7.05 Right to Grieve Disciplinary Action

Employees shall have the right to grieve disciplinary action. An employee shall be given a copy of any disciplinary document. Any such discipline shall be removed from the employee's file after the expiration of eighteen (18) months from the date it was issued, provided the employee's personnel file does not contain a further record of any disciplinary action.

7.06 Dismissal/Suspension for Alleged Cause

Employees dismissed or suspended for alleged cause shall have the right within seven (7) calendar days after the date of dismissal or suspension to initiate a grievance at step three of the grievance procedure.

7.07 Time Limits

Grievance time lines can be extended in writing and by mutual agreement. Any grievance, which is not processed within the prescribed time limits shall be subject to a claim of abandonment. Neither party shall be deemed to have prejudiced its position on any future grievance.

7.08 Reinstatement of Employees

If the arbitration board finds that an employee has been unjustly laid off, suspended or discharged, that employee shall be reinstated by the Employer, and the board may order that their reinstatement be without loss of pay and with all their rights, benefits and privileges, which they would have enjoyed if the layoff, suspension or discharge had not taken place. Provided however, if it is shown to the board that the employee has been in receipt of wages during the period between lay-off, suspension or discharge and reinstatement, the amount so received shall be deducted from wages which may be payable by the Employer pursuant to this clause, less any expenses which the employee has incurred in order to earn the wages so deducted.

7.09 Employee Files

(a) Letters of reprimand shall remain in the employee's personnel file for a period not exceeding eighteen (18) months, provided no further infractions of a similar nature have occurred.

(b) An employee or the Union with the written authority of the employee shall be entitled to review the employee's personnel file in the office in which the file is normally kept, and if requested, be provided with one copy of any document(s) in the file. The employee or their designate shall give the Employer a minimum of five (5) days' notice prior to having access to such file. The personnel file shall not be made public or be shown to any other individual without the employee's written consent, except in the proper operation of the Employer's business and/or for purposes of the proper application of this agreement.

7.10 Policy Grievance

Where either party to this Collective Agreement disputes the general application, interpretation, or alleged violation of an article to this Collective Agreement, the dispute shall be discussed initially with the Employer, their designate or the Union within fourteen (14) calendar days of the occurrence. Where no satisfactory resolution is reached, either party within a further 28 calendar days may submit the dispute to arbitration as set out in Article 8 of this Collective Agreement.

7.11 Group Grievance

A "group grievance" is defined as a single grievance signed by a steward or a Union representative on behalf of a group of employees who have the same complaint. A group grievance must be dealt with at successive stages of the grievance procedure, commencing with step 1. The grievors shall be listed on the grievance form.

7.12 Industry Troubleshooter

Where a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the

interpretation, application, operation, or alleged violation of this agreement, including any question as to whether a matter is arbitrable:

- Amanda Rogers
- Chris Sullivan
- Elaine Doyle
- Judi Korbin
- Rick Coleman
- Vince Ready
- or a substitute agreed to by the parties,

shall by the mutual agreement of the parties:

a) investigate the difference;
b) define the issue in the difference; and
c) make written recommendations to resolve the difference within five (5) days of the date of receipt of the request, and for those five (5) days from that date, time does not run in respect of the grievance procedure. In the event the parties are unable to agree on an industry troubleshooter within a period of thirty (30) calendar days from the date this Collective Agreement is awarded, either party may apply to the Minister of Labour for the Province of British Columbia to appoint such person.

The parties shall jointly bear the cost of the troubleshooter.

7.13 Expedited Arbitration

The grievance may proceed to expedited arbitration as an alternative to the aforementioned arbitration procedure. Where the parties mutually agree to refer a matter to expedited arbitration, the following procedures shall apply:

(a) As the process is intended to be informal, lawyers will not be used to represent either party.
(b) All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to

make limited use of authorities during their presentations.

(c) Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance.

(d) Where mediation fails or is not appropriate, a decision shall be rendered as contemplated herein.

(e) All decisions of the arbitrators are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.

(f) All settlement of proposed expedited arbitration cases made prior to hearing shall be without prejudice.

(g) The parties shall equally share the costs of the fees and expenses of the arbitrator.

(h) The expedited arbitrator, who shall act as a sole arbitrator, shall be selected from:

- Amanda Rogers
- Chris Sullivan
- Elaine Doyle
- Judi Korbin
- Rick Coleman
- Vince Ready
- or any other arbitrator mutually agreed upon

(i) The expedited arbitrator shall have the same powers and authority as an arbitration.

ARTICLE 8 – ARBITRATION

8.01 Composition of Board

Should the parties fail to settle any grievance or dispute whatsoever arising between the Employer and the Union, or the employees concerned, such difference, grievance or dispute, including any question as to whether any matter is arbitrable, but excluding renegotiation of the agreement shall, at the notice given by either party, be referred to the arbitration, determination and award of an arbitration board of one (1) member. Such board shall be deemed to be a Board of Arbitration within the meaning of the *Labour Code* of British Columbia.

List of arbitrators:

- Amanda Rogers
- Chris Sullivan
- Elaine Doyle
- Judi Korbin
- Rick Coleman

The parties by mutual agreement may amend the list of arbitrators or agree to a substitute to the listed arbitrators at any time.

The decision of the said arbitrators made in writing in regard to any difference(s) shall be final and binding upon the Employer, the Union, and the employees concerned.

8.02 Authority of Arbitration Board

The arbitration board shall have the power to settle the terms of the question to be arbitrated. The arbitration board shall not be empowered to make any decision inconsistent with the provisions of this agreement, or to modify or amend any portion of this agreement board established under the provisions of Article 8.

8.03 Expenses of Arbitration Board

Each party shall pay one-half (½) the fees and expenses of the arbitration board, and each party shall bear the expenses of its participants and witnesses.

ARTICLE 9 – DEFINITION OF EMPLOYEE STATUS

9.01 Regular Full-Time Employee

A regular full-time employee is one who works full-time in a regular position [seventy-five (75) hours bi-weekly]. Regular full-time employees accumulate seniority on an hourly basis and are entitled to all benefits outlined in this Collective Agreement upon completion of probationary period.

9.02 Regular Part-Time Employee

A regular part-time employee is one who works less than full-time in a regular position [scheduled less than seventy-five (75) hours biweekly]. Regular part-time employees accumulate seniority on an hourly basis and are entitled to all benefits outlined in this Collective Agreement upon completion of probationary period.

9.03 Casual Employees

A casual employee is one who is not regularly scheduled to work other than during periods that such employee shall relieve a regular full-time or regular part-time employee and/or temporary position or to perform emergency or non-recurring short-term relief work as required by the Employer. Casual employees accumulate seniority on an hourly basis and are entitled to such benefits as are contained in the Addendum - Casual Employees.

9.04 Restriction of Employee Status

The status of all employees covered by this Collective Agreement shall be defined under one (1) of the preceding three (3) definitions. Any employee posting into a temporary or relief position shall retain their existing status and the benefits associated with that status. If a dispute arises over the proper allocation of employee status, such dispute shall be resolved through the grievance procedure.

ARTICLE 10 – PROBATIONARY AND PERFORMANCE EVALUATIONS

10.01 Probationary Period Defined

New employees will be hired on a three (3) month or three-hundred-eighty (380) hour probationary period, whichever is greater. Notwithstanding this provision, no employee's probationary period will extend beyond five (5) months. By written mutual agreement between the Employer and the Union, the probationary period may be extended by 2 months or one-hundred-ninety (190) hours, provided written reasons are given for requesting such extension.

10.02 The probationary period shall be used by the Employer to assess new employees and determine their suitability for long term employment. The parties agree that the discharge or layoff of a probationary employee because of skills, abilities, qualification, or suitability shall be at the discretion of the Employer.

10.03 Placement of Seniority List

Upon successful completion of the probationary period, employees shall be placed on the seniority list and their seniority shall be retroactive to their first (1st) day of work.

10.04 Employees on probation are covered by this agreement except those provisions that specifically exclude probationary employees.

10.05 Work Performance Reviews

The Employer shall periodically review each employee as to their overall work performance. The supervisor conducting the review shall first of all give the employee an opportunity to read their written review. The supervisor and the employee shall meet to discuss the evaluation shortly thereafter. The supervisor shall give the employee the opportunity to write their personal comments on the evaluation form.

ARTICLE 11 – JOB CLASSIFICATIONS AND RATES OF PAY

11.01 Employees shall be classified and paid in accordance with "Appendix A" which is attached to this Collective Agreement and forms a part of it.

11.02 Establishing New Classifications

New classifications may be established by the Employer.

11.03 Wage rates for such new classifications shall be negotiated between the Employer and the Union. If negotiations fail to produce an agreement, then the rates shall be settled by

arbitration under this agreement.

11.04 Payment of Wages

Wages shall be paid every two (2) weeks, on Fridays.

11.05 Call Back to Work

When employees are "called in" after having left the premises, they shall receive a minimum of three (3) hours' pay at the appropriate rate.

11.06 Minimum Hours

If any employee who is scheduled to work reports for work at their scheduled starting time and work is not available, they shall be guaranteed a minimum of four (4) hours' wages at the applicable hourly rate whether required to remain at the premises or not. If employees are scheduled for a three (3) hour shift, then they shall be guaranteed the three (3) hours pay.

ARTICLE 12 – HOURS OF WORK

12.01 Definition of Work Week

The work week shall provide for continuous operation on a twenty-four (24) hour per day, seven (7) day per week basis.

12.02 Regular employees shall receive no less than two (2) consecutive rest days off each week, otherwise overtime rates shall be paid in accordance with Article 13.

12.03 Breaks

(a) **Full-Time Employees**:

Shall qualify for two (2) paid fifteen (15) minute rest periods and one (1) unpaid thirty (30) minute meal period. This is to be scheduled as near as possible to the middle of the shift. Those employees who are unable to take a meal break shall be paid the thirty minutes in addition to the regular shift.

(b) **Part-Time Employees:**

Shall qualify for the following rest and meal periods:

i. between four (4) hour shift: one (1) paid fifteen (15) minute rest period.
ii. between five (5) and six (6) hour shift: one unpaid thirty (30) minute meal period.
iii. six (6) hour shift: one paid fifteen (15) minute rest period and one (1) unpaid thirty (30) minute meal period.
iv. between seven (7) and eight (8) hour shift: two (2) paid fifteen (15) minute rest periods and one (1) unpaid thirty (30) minute meal period.
v. there shall be a fifteen (15) minute rest period during the first hour of overtime if overtime is expected to exceed one (1) hour.

12.04 Schedule Changes

(a) Work schedules covering two (2) week periods shall be posted fourteen (14) days in advance. If a regular employee's schedule is permanently changed with less than fourteen (14) days' notice, the employee shall be paid at one-and-one-half times (1.5x) their hourly rate for the notice period. Shift hours may change for operational reasons with reasonable notice.

The master roster will be posted. It is understood that the actual schedule may vary from the master roster as scheduling requirements necessitate.

(b) There shall be a minimum of eight (8) consecutive hours off duty between the completion of one work shift and the commencement of the next, unless otherwise mutually agreed.

(c) When it is not possible to schedule eight (8) consecutive hours off-duty between work shifts, all hours by which such changeover falls short of eight (8) consecutive hours shall be paid at overtime rates in accordance with Article 10.

(d) If a written request for a change in starting time is made by an employee which would not allow eight (8) consecutive hours off-duty between the completion of one work shift and the commencement of another, and such request is granted, then the application of paragraphs (b) and (c) of this section shall be waived for the employee requesting the change.

(e) Any requests made for days off after the schedule is posted may be done by mutual shift exchange and prior approval by the manager or designate. Approval for such requests shall not be unreasonably withheld. Mutual shift exchanges shall not result in any increased cost to the Employer.

(f) Time spent attending staff meetings where the Employer has indicated that attendance is mandatory shall be treated as time worked. If such staff meeting causes an employee to work more than eight (8) hours in a day, the overtime provisions of this agreement shall apply.

12.05 No employee shall be discriminated against or compelled to work on a scheduled day, based on the employee's religious convictions. The employee must notify the Employer at least two (2) weeks in advance of such a day.

12.06 Exchange of Shifts/Days Off

Employees may exchange workdays and off days provided such exchange is approved by management and does not result in any increased cost to the Employer. Requests for such exchanges shall be made in writing with as much advance notice as possible.

12.07 Job Sharing

(a) A regular employee who wishes to job share with another regular employee shall forward this request to the Employer in writing. This request will not be unreasonably denied.

(b) If either employee or the Employer wishes to terminate this arrangement, they shall give one (1) months' notice to the Employer and the employee affected. The employee affected

will return to their previous position before the job share arrangement was established.

12.08 Staff Meetings/In Service

Where employees are required to attend staff meetings outside of their regularly scheduled hours, at the request of the Employer, they shall be compensated at their appropriate rate for time so spent.

In-service Education

The parties recognize the value of in-service to both the employee and the Employer and shall encourage employees to participate in in-service. All employees scheduled by the Employer to attend in-service seminars shall receive regular wages.

12.09 It shall be the responsibility of management or designate to find replacement workers should an employee not be able to attend work due to illness.

ARTICLE 13 – CALL IN PROCEDURE

The manner in which employees shall be called to work shall be as follows:

(a) The Employer shall maintain both:

i. a master seniority list which shall include all part-time, casual and full-time employees employed by the Employer listed in descending order of their seniority within their status; and
ii. a classification registry for each job classification in which part-time, casual and full-time employees may be used.

Each classification registry shall list those part-time, casual and full-time employees who have been qualified to work in that job classification in descending order of seniority by status.

(b) The Employer or designate shall notify only those employees who are qualified and registered in the classification registry applicable to the work required to be done. The Employer or designate shall commence by notifying the most senior employee in the classification registry that the shift would not push into overtime. Additional hours up to the allowable straight-time maximum shall be offered to employees by seniority.

(c) All such notifications shall be recorded and maintained showing the name of the employee notified, the time the shift was created, the time that the notification was delivered, the job required to be done, and the employee that accepts the shift. In the event of a dispute, the Union shall have reasonable access to the information and shall be entitled to make copies.

(d) The Employer or designate shall then contact the next most senior employee registered in that job classification where it does not push them into overtime and so on until an employee is found who is ready, willing and able to work.

(e) When an employee is notified through the electronic system, the notification shall be offered in the following sequence:

i. Where a vacancy is known less than 4 hours in advance, the employee shall have 5 minutes to respond, before the shift(s) is offered to the next employee on the registry. All employees that have been offered the shift will have visibility within the app to accept the shift until another employee that has been offered the shift accepts it.
ii. Where a vacancy is known more than 4 hours in advance and is not vacation or leave of absence coverage, the employee shall have 10 minutes to respond, before the shift(s) is offered to the next employee on the registry. All employees that have been offered the shift will have visibility within the app to accept the shift until another employee that has been offered the shift accepts it.

iii. Where a vacancy is backfilling a vacation or leave of absence the employee shall have 20 minutes to respond, before the shift(s) is offered to the next employee on the registry. All employees that have been offered the shift will have visibility within the app to accept the shift, until another employee that has been offered the shift accepts it.

iv. All communications regarding work shift(s) shall include the following in the message:
    1. Time message sent.
    2. Details of the work shift(s) being offered, including date, location work area and shift times.

(f) For immediate emergency situations, the Employer may temporarily assign a qualified employee outside of seniority order to fill the vacancy, provided such assignment does not exceed one (1) day.

ARTICLE 14 – OVERTIME

(a) All employees who work in excess of eight (8) hours in any one (1) shift shall be paid at one-and-one-half times (1½ x) the hourly rate and two times (2x) for all hours worked in excess of twelve (12) hours.

(b) All hours worked in excess of forty (40) hours each week shall be paid at one-and-one-half times (1½ x) the hourly rate and two times (2x) the hourly rate for all hours worked in excess of forty-eight (48) hours but excluding daily overtime hours.

(c) All employees shall have the right to refuse to work overtime, without being subject to disciplinary action for so refusing, except when required to do so out of operational necessity. Such determination shall be at the sole discretion of the Employer.

14.01 Overtime shall be compensated either in pay time or bank time. This must be specified in writing to the care manager by the employee by the end of the current pay period, and if not done so, will be compensated by cash. Time off shall be scheduled at a

mutually agreeable time. Overtime shall be paid on the pay day following the pay period in which it was earned.

If members choose to bank their overtime hours, they must use them within six months of the date the overtime was worked. Any unused banked hours will be automatically paid out by the employer twice annually in the first pay period following June 30 and December 31.

14.02 When an employee is requested to work a minimum of two (2) hours after their regularly scheduled shift, they will be entitled to a fifteen (15) minute paid break between the shifts. If the overtime extends to beyond three (3) hours, the employee shall receive breaks in accordance with Article 12.

14.03 When an employee is requested to work overtime before or after their regularly scheduled shift, or on a scheduled day off, the employee may decline to work such overtime except in cases of emergency.

14.04 An employee who is required to work additional hours that directly adjoin their regular shift shall be entitled to eight (8) clear hours of rest between the end of the overtime work and the commencement of their next regular shift.

If the employee does not receive the full eight (8) hours of rest, overtime rates shall apply to all hours worked during the next regular shift, until such time as the employee has received the required eight (8) hours of rest.

14.05 Overtime Shall Be Offered In Order Of Seniority

Where the overtime shift is for less than 4 hours, the overtime shift will be offered to qualified employees already working on the department, in order of seniority. If there are no employees on the unit willing to work the overtime shift, the work will be offered to qualified employees, in order of seniority. If there is nobody in the workplace, the Employer will call other employees in order of

seniority.

Where the overtime shift is for more than 4 hours the overtime will be offered to all qualified employees in order of seniority.

ARTICLE 15 – VACANCIES AND JOB POSTINGS

15.01 Definition of a Vacancy

A vacancy which requires a job posting occurs when:

a) the Employer requires additional staff at an existing or related worksite;
b) an employee permanently leaves their position;
c) an employee is going to be absent from their position for a period greater than 30 days.

15.02 Temporary Vacancies

Notwithstanding Article 14.01, if the vacancy is a temporary one of 30 days or less, the position shall be filled as follows:

(a) In order of seniority by qualified employees who have indicated in writing their desire to work additional hours, and such additional hours would not require the Employer to pay overtime or split shift differentials.
(b) Where operational requirements make it necessary, the Employer may fill a vacancy temporarily at its discretion pending the completion of the job posting process. If a full-time position is vacated or created, then a full-time position will be posted if possible. If a part-time vacancy becomes available or is created, current part-time employees may bid on the hours available in order to maximize hours.

15.03 Relieving In Higher and Lower-Rated Positions

(a) In the event of an employee relieving in a higher-rated job, the employee shall receive the hourly rate of the position they are relieving for any and all hours relieving.
(b) In cases where an employee is required to transfer temporarily

to a lower-rated job, such employee shall incur no reduction in wages because of such transfer.

(c) Employees temporarily assigned to the duties of supervisory personnel outside the contract shall receive ten percent (10%) per month more than the highest rate for their classification, or the supervisory rate of the person they are relieving, or portion thereof, whichever is greater, for any and all hours assigned.

15.04 Job Postings and Applications

Job postings will be awarded primarily on the basis of ability and qualifications to perform the requirements of the posted position. Where two or more employees are relatively equal in ability and qualifications, seniority shall be the governing factor.

Ability means that the employee has the capacity to satisfactorily perform those duties integral to the position or can acquire that capacity after a ninety (90) days period of familiarization or orientation.

15.05 The Employer shall post the vacancy for a period of one week. All internal applicants for posted vacancies shall be informed of the Employer's decision.

15.06 A job posting shall contain the following information:

a) classification
b) qualifications
c) a summary of job description/duties
d) hours of work
e) work schedule
f) wage rate

15.07 Trial Period

An employee posting into a higher rated position shall serve a trial period of ninety (90) calendar days. During the trial period, the employee may transfer back or be transferred back to their former classification, if due to their own evaluation or that of the

Employer's, the transfer is deemed unsuccessful. Such a decision and evaluation is to be given in writing. The employee will retain seniority and benefits during this trial period.

15.08 Copies of all postings shall be sent to the Union representative within the aforementioned seven (7) calendar days.

15.09 The Employer shall, within fourteen (14) calendar days, inform all applicants of the name of the successful applicant either in writing to each applicant or posting the name of the successful applicant in the same manner in which the vacancy or new job was posted.

15.10 The Employer agrees to supply to the Union the names of all applicants for a vacancy or new position in the course of a grievance investigation.

ARTICLE 16 – VACATIONS

16.01 Vacation Entitlement

Full-time and part-time employees will receive their annual vacation entitlement upon completion of the following years of service as per below. The pay associated with the below annual vacation entitlement is to be calculated as a percentage of the regular employee's total straight-time paid wages during the accrual year.

Length of Service	Time Off	Vacation Pay
from 0 to 1 year	nil	4%
on completion of 1 year	2 weeks	4%
on completion of 4 years	3 weeks	6%
on completion of 6 years	4 weeks	8%
on completion of 9 years	5 weeks	10%
on completion of 13 years	6 weeks	12%

16.02 The Employer will endeavor to grant vacations at the time requested in the vacation period, considering business requirements. If a choice must be made between two or more requests for vacation at the same time, seniority shall apply.

16.03 Vacation Pay

Vacation pay shall be paid:

a) at the time of the employee's vacation as part of the employee's regular pay cheque;
b) on the pay day immediately prior to an employee's scheduled vacation upon written request at least two (2) weeks in advance;
c) on termination of employment.

Vacation pay stubs shall show gross earnings as accumulated each pay period.

16.04 Submitting Vacation Requests

All regular employees shall be required to submit their vacation requests in writing to their department head. The Employer will post the approved vacation schedule on the bulletin board.

(a) **Time Limit for Requests**
Employees who want to take vacation during the months of January first (1st) to June thirtieth (30th) must submit a written request no later than December first (1st), preceding the vacation. The Employer will respond no later than December fifteenth (15th).

(b) Employees who want to take vacation during the months of July first (1st) to December thirty-first (31st) must submit a written request no later than June first (1st), preceding vacation. The Employer will respond no later than June fifteenth (15th).

16.05 Approval of Requests

Approvals of vacation requests shall be based upon seniority and

subject to operational requirements.

16.06 Employer's Right to Schedule Unused Vacation

If the employee has not requested all of their vacation leave, the Employer reserves the right to schedule the remaining vacation days within the last four (4) months of the calendar year. The Employer may also pay out unused vacation credits of less than one shift at the end of the calendar year.

16.07 Vacation Requests Submitted Outside of Time Limits

Approvals for vacation requests submitted outside of the times stated in Articles 12.04 (a) and 12.04 (b) above shall be done on a first come first serve basis subject to operational requirements. The Employer will respond in writing within fourteen (14) days.

16.08 Statutory Holidays that Fall During Vacation Period

Statutory holiday pay will be issued as per Article 13 during the pay period the holiday occurs. In the event a public holiday falls during an employee's annual vacation, such employee shall be entitled to an additional days' vacation at a mutually agreed upon time.

16.09 Vacation Pay After Leave

Any employee leave of absence, per Article 24, or any other Employer authorized leave of absence is included when determining continuous employment for vacation entitlement. Vacation pay will be pro-rated based on time worked during the vacation period in which the leave occurred.

16.10 Full-time and part-time employees may carry over up to ten (10) days' vacation per calendar year and may receive a pay out of five (5) days' vacation if:

a) they have been unable to use their allotted vacation and;
b) have carried forward ten (10) days into the next calendar year.

This pay out will be done in pay period twenty-five (25) or twenty-

six (26) only and must be requested in writing prior to the pay period cut-off.

ARTICLE 17 – STATUTORY HOLIDAYS

17.01 Regular full-time and part-time employees are entitled to thirteen (13) statutory holidays and such other holidays as may be in the future proclaimed by either the provincial or federal governments.

New Year's Day	Labour Day
Family Day	National Truth and Reconciliation Day
Good Friday	
Easter Monday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
B.C. Day	Boxing Day

17.02 Employees who are required to work on a statutory holiday shall be paid at the rate of time-and-one-half (1½ x) for all hours worked. Additionally, employees can choose either a pay day off or pay in lieu for that day, but this choice must be agreed on by both the employee and employer and used or paid out within 60 days.

17.03 Employees who are required to work on Christmas day shall be paid at the rate of double-time (2x).

17.04 The Employer shall make every effort to schedule either Christmas Day or New Year's Day off for employees so requesting.

17.05 If a statutory holiday occurs within an employee's vacation period, an extra day's vacation will be allowed for each statutory holiday so occurring.

ARTICLE 18 – SENIORITY

18.01 Seniority Defined

Seniority of employees shall be recognized because the parties agree that job security and entitlement to full-time employment should increase in proportion to length of continuous service.

18.02 Seniority shall be defined as the number of hours accumulated from the last date of hire and shall be applied across the bargaining unit.

18.03 New Employees

New employees shall be placed on the seniority list at the end of their probationary period and their respective seniority shall begin from the date of beginning of employment. Refer to Article 10.02.

18.04 Accumulated hours shall include time spent on approved:

a) paid holidays;
b) paid vacation;
c) leave during which time an employee is in receipt of wage- loss benefits from the WorkSafeBC pursuant to sections 29 or 30 of the *Workers Compensation Act*;
d) paid sick leave;
e) any absence covered by medical employment;
f) union leave to attend training or serve as a member of the bargaining committee;
g) pregnancy, parental and adoption leave, or any other protected leave under the B.C. *Employment Standards Act*.

18.05 Seniority Lists

A master employee seniority list shall be revised and updated every three (3) months. The seniority of each employee shall be entered in the registry in descending order of the most hours worked to the least. Employees while on probation will be added to the registry or registries in the order that they are hired.

For the purposes of call in to do work, seniority hours are

reconciled at each adjustment date.

Within two weeks of each adjustment date the Employer shall send to the Union designate a revised copy of the seniority lists.

18.06 Loss of Seniority

Seniority rights shall cease for employees who:

a) voluntarily terminates their employment;
b) are dismissed and such dismissal is not reversed through the grievance procedure;
c) are laid off for a continuous period of more than twelve (12) consecutive months;
d) are absent from work without authorization for three (3) consecutive working days, unless they can provide a reason deemed acceptable by the Employer.

ARTICLE 19 – LAYOFF AND RECALL

19.01 Pre-Layoff Consultation

Before a layoff occurs, the Employer may consult with the Union to discuss lessening disruption to residents and staff.

19.02 Layoff

(a) When the Employer deems it necessary to reduce the work force, the Employer shall inform the Union of the need for layoffs. When a reduction of workforce is required, the Employer may attempt to adjust staffing levels through attrition first. If further reductions are necessary, employees shall be laid off in the inverse order of seniority, with probationary employees being laid off first, provided that employees remaining are able to do the available work as per Article 11.03.
(b) The Employer shall give notice of layoff or pay in lieu of notice as provided for in the *Employment Standards Act*.
(c) Employees wishing to resign their employment shall give two (2) weeks' notice whenever possible, to allow the Employer to

hire an adequate replacement.

(d) Employees laid off due to a shortage of work may secure another position in accordance with the criteria laid out in Article 11.03. Should such an employee be successful in their bid within twelve (12) months of layoff, all accrued seniority shall be carried to that position.

19.03 Options

If there is no vacancy available and an employee has been given layoff notice, the employee may, within seven calendar days of receiving layoff notice, elect either:

a) Bumping as provided for in Article 19.04;
b) Placement on the casual call-in list and on the recall list with no loss of seniority as provided for in "Appendix A" for a period of twelve (12) months.

19.04 Bumping

(a) An employee who has received layoff notice may elect to bump the least senior employee in a position for which they are qualified.

(b) The employees affected by the bump of senior employees have the option of accepting a vacancy if such exist, or placement on the casual call-in list and on the recall list with no loss of seniority as provided for in Article 15.03 (b) for a period of twelve (12) months.

19.05 Recall

(a) Employees will be recalled to available work in order of their seniority, provided they are qualified and able to perform the duties. The notice of recall will be sent by registered mail and electronic mail (e-mail) where available.

(b) Employees laid off and recalled for work must return within ten (10) workdays of receipt of the notice of recall when employed elsewhere and two (2) workdays when unemployed, unless they have a justifiable reason for their failure to return. Failure to return to work as agreed shall be just cause for termination.

19.06 Reduction In Work Force

(a) In the event of a reduction in the workforce, by department regular employees shall be laid off in reverse order of seniority, provided that there are available employees with greater seniority who are qualified and willing to do the work of the employees laid off.

(b) The Employer shall give regular full-time and regular part-time employees the following written notice of layoff or normal pay for that period in lieu of notice:
   i. less than five (5) years' seniority - thirty-one (31) calendar days;
   ii. five (5) years' seniority or more - one (1) additional week per year up to a maximum of eight (8) weeks.

(c) Notice of lay-off shall not apply where the Employer can establish that the lay-off results from an act of God, fire or flood.

(d) Laid off regular employees shall retain their seniority and perquisites accumulated up to the time of lay-off, for a period of one (1) year and shall be rehired, if the employee possesses the capability of performing the duties of the vacant job, on the basis of last off - first on. Laid off employees failing to report for work of an ongoing nature within seven (7) days of the date of receipt of notification by registered mail shall be considered to have abandoned their right to re-employment. Employees requiring to give two (2) weeks' notice to another Employer shall be deemed to be in compliance with the seven (7) day provision. In the exercise of rights under this section, employees shall be permitted to exercise their rights in accordance with Article 16.04 of this agreement.

(e) Where a notice of displacement or layoff actually results in a layoff, and prior to the layoff becoming effective, two (2) copies of such notice shall be sent to the HEU representative of the local.

(f) An employee who has been laid off and wishes to be recalled must ensure that the Employer has a current telephone number and address for purposes of recall. The Employer's only obligation on recall is to contact the employee at the last known address. Therefore, failure to provide correct current

information could jeopardize the employee's right to recall.

ARTICLE 20 – HEALTH CARE PLANS

20.01 Employer Responsibility for Premiums

The Employer shall be responsible for paying one-hundred percent (100%) of the premiums for all health care plan benefits provided under this agreement. This includes, but is not limited to, extended health, dental, life insurance, and any other health and welfare plans offered as part of the Employer's benefit package.

The Employer shall maintain the employee's benefits coverage during unpaid leave of absence for a period of twenty (20) working shifts. Upon conclusion, the employee may elect to continue coverage under the plan at their own expense by paying the full premium amount.

20.02 Employee Enrolment Responsibility

All employees who are eligible for coverage under the health care plans must complete and submit a requisition form to request enrollment in the applicable benefit plans.

(a) The Employer shall ensure that the appropriate forms are made readily available to all eligible employees.
(b) It shall be the employee's responsibility to complete and return the forms in a timely manner in order to initiate coverage.

20.03 Maintenance of Current Coverage

The Employer shall maintain at a minimum, the health and welfare benefit coverage that is in place as of the date of ratification of this agreement.

In the event of a change in insurance carriers, the Employer shall ensure that the benefits provided are equivalent in value and scope to those currently in effect.

20.04 Eligibility Based on Hours Worked

All regular full-time and regular part-time employees in a position twenty (20) hours or more per week shall be eligible to participate in the Employer's health and welfare benefit programs, subject to the terms and conditions of the applicable insurance policies. Employees become eligible for coverage on the first day of the month following the completion of three (3) months in a regular posted position.

20.05 Continuity of Benefits During the Term of Agreement

For the duration of this agreement, the Employer shall continue to make available to all eligible employees, the health care and welfare benefits that are currently in effect or equivalent coverage in the event of a change in insurance provider.

Any proposed changes to benefits shall be communicated to the in advance for consultation. The Employer reserves the right to adjust plan details (e.g. deductibles, co-pays, coverage levels) to manage costs, provided the overall level of benefits remains comparable and competitive.

20.06 Disputes Regarding Eligibility or Coverage

Any disputes or issues related to the eligibility for or coverage under the health care plans shall be matters solely between the employee and the insurance provider.

(a) Such disputes shall not be subject to the grievance or arbitration procedure outlined in this agreement.
(b) The Employer's responsibility shall be limited to remitting the required premium payments to the insurer.

20.07 Reference to Benefit Booklet

Employees are encouraged to consult the Employee Benefit Booklet (benefit summary), which provides specific details, eligibility criteria, limitations, and conditions applicable to the benefit plans currently in place.

The Employer shall ensure that employees have access to the most recent and accurate version of the benefit summary.

20.08 Termination of Benefits at Age Seventy-Five (75)

Coverage under the Employer's health care benefit plans shall terminate upon the employee reaching the age of seventy-five (75). Employees are encouraged to consult the specific plan documentation for any applicable age-related restrictions or provisions.

20.09 Medical and Dental Appointment

When medical or dental appointment cannot be scheduled outside the employee's normal working hours, sick leave credits may be used provided the employee gives the employer sufficient notice of a minimum of twenty-four (24) hours, unless an emergency.

ARTICLE 21 – REGISTERED RETIREMENT SAVINGS PLAN

The Employer will start an RRSP plan catering to all regular full-time and regular part-time employees in a position twenty (20) hours or more per week. Employees become eligible for coverage on the first day of the month following the completion of three (3) months in a regular posted position. Participation in the plan is voluntary, the employee must exercise their options in writing. Employees can contribute to the plan via regular payroll deductions using one of the following:

(a) 1%, 2%, 3% or 4% of straight-time hours worked.
(b) The Employer shall only be obligated to match as per the grid below.

Years of Employment	Percentage of Earnings
Post probation to 3 years	100% match of the employee's basic contribution to a maximum of 1%

4 to 6 years	100% match of the employee's basic contribution to a maximum of 2%
7 to 10 years	100% match of the employee's basic contribution to a maximum of 3%
11+ years	100% match of the employee's basic contribution to a maximum of 4%

Company contributions are reported to you as income and are considered to be contributions made by you to for the purposes of the *Income Tax Act* (Canada) but will be offset by a tax receipt in your name.

ARTICLE 22 – SICK LEAVE, WCB, RETURN TO WORK

22.01 Regular employees who have finished their probation are entitled to ten (10) sick days per calendar year. If they work less than a full year, the number of sick days will be adjusted (pro-rated). The maximum sick leave that can be saved is 160 hours. Upon completion of their probationary period, an employee shall be credited with sick leave from the date of probation completion, and for the period worked during probation at a pro-rated rate.

22.02 Part-time employees shall be granted sick leave credits on a pro-rated basis in accordance with their regularly scheduled hours of work.

Sick leave will be paid at 100%. There is no pay out of sick leave banks.

22.03 In order to be entitled to pay for sick leave, the Employer may request satisfactory proof of illness.

22.04 When an employee is on Employer paid sick leave, all benefits contained in this agreement will continue to accrue.

Following the expiration of Employer paid sick leave, employees will be placed on an unpaid leave of absence until such time as

they return to work or are deemed permanently unable to return to work.

22.05 Regular employees transferring to casual status shall have their sick leave bank frozen and inaccessible while their status remains as a causal employee. The frozen sick credits shall be eliminated if the casual employee has not returned to regular status within twelve (12) months of leaving their regular position. All sick leave credits are cancelled when an employee's employment is terminated (has also been included in Casual Addendum).

22.06 With the exception of proof of illness, where the Employer requires a medical assessment from the employee's physician specifying the employee's employment limitations and/or capabilities prior to returning to work, the assessment will be at the Employer's expense.

22.07 WorkSafeBC

Leave with pay shall be granted for the one (1) day or less not covered by the *Workers' Compensation Act* when an accident or illness arises in or out of the course of employment.

22.08 Employee to Contact Employer

Employees who are absent from work due to illness or injury shall contact their supervisor or the designated person in charge on a regular basis regarding the status of their condition and/or the anticipated date of return to work. The employee shall inform the Employer of the date of return to duty, in advance of that date, in order that relief scheduled for that employee can be notified.

22.09 Return to Work Programs

(a) The parties recognize that prevention of injuries and rehabilitation of injured employees are equally important goals. The parties further recognize that return to work programs are part of a continuum of injury prevention and rehabilitation.

(b) The Employer and the Union are committed to a safe return to work program that addresses the needs of each individual employee who participates.
(c) Return to Work programs will be part of an approved rehabilitation plan.
(d) Return to work plan will be in writing with copies sent to the employee and the Union representative.

22.10 Employment Standards (Sick Leave)

Casual employees and part-time employees accruing less than the prescribed number of paid sick days under the *Employment Standards Regulation*, are entitled to the prescribed number of paid sick days administered in accordance with section 49.1 of the *Employment Standards Act*. This benefit for casual employees and any topped up sick leave for part-time employees does not accrue and will not be paid out or carried over from year to year (has also been included in Casual Addendum).

ARTICLE 23 – TERMINATION OF EMPLOYMENT

23.01 Employee's shall make every effort to give twenty-eight (28) calendar days' notice when terminating their employment. The period of notice must be for time to be worked and must not include vacation time.

23.02 Employment abandoned by any employee who fails to report for work and does not notify their supervisor within three (3) workdays and who cannot give an acceptable reason for their absence shall be considered as having abandoned their position.

ARTICLE 24 – LEAVES OF ABSENCE

24.01 All leaves of absence provided for in this agreement are leaves without pay, unless it is specifically provided in the appropriate article that the particular leave of absence is to be granted with pay.

The Employer shall maintain the employee's benefits coverage during unpaid leave of absence for a period of twenty (20) working shifts. Upon conclusion, the employee may elect to continue coverage under the plan at their own expense by paying the full premium amount.

24.02 General Leave

Notwithstanding any provision for leave in this agreement, the Employer may grant leave of absence to an employee requesting such leave. All requests, approvals and denials for leave requests will be in writing. The Employer will consider length of service, length of time requested, compassion, and operational requirements in the decision to grant leave requests. Such leaves will not be unreasonably denied.

24.03 Court Appearances/Jury Duty

It is agreed that the Employer shall compensate all employees for the difference between their regular wages and payment received, while performing jury duty or while serving as a subpoenaed witness in a Court of Law.

24.04 Compassionate Care Leave

Employees are entitled to a leave of absence without pay of up to eight weeks for the purpose of providing care or support to a gravely ill family member at risk of dying within twenty-six (26) weeks, per the provisions of the B.C. *Employment Standards Act.* Such leave will be granted upon receipt of the completed and approved Service Canada form(s) Medical Certificate for Employment Insurance Compassionate Care benefits.

24.05 Maternity, Parental, and Adoption Leave

(a) Employees shall be granted a leave of absence without pay in accordance with the provisions of the B.C. *Employment Standards Act.*

(b) Employees shall continue to accrue seniority while on pregnancy, parental and adoption leave based on their normally scheduled hours of work at the time they went on

leave.

(c) Upon return from leave, the employee shall be placed back into their former position unless that position no longer exists in which case they shall be placed into an equivalent position.

24.06 Additional Leaves under ESA

(a) The Employer recognizes that there are a number of additional unpaid leaves under the B.C. *Employment Standards Act*, including but not limited to:
   i. COVID-19 leave.
   ii. Leave respecting domestic or sexual violence - up to five (5) days of paid leave and five (5) more days of unpaid leave per calendar year [if necessary, up to seventeen (17) more weeks of unpaid leave available].
   iii. Family responsibility leave - up to five (5) days of unpaid leave.
   iv. Critical illness or injury leave - up to thirty-six (36) weeks.
   v. Leave respecting the disappearance of child - up to fifty-two (52) weeks of unpaid leave.
   vi. Leave respecting the death of a child – up to one-hundred-and-four (104) weeks of unpaid leave.
   vii. Reservists' leave – up to twenty (20) days of unpaid leave in a calendar year.

(b) Employees may refer to B.C. employment website for more information regarding eligibility requirements and benefits.

(c) Employees must request leave from their Employer and follow the normal processes for requesting leave.

(d) Employers may require sufficient information to demonstrate entitlement to the leave to better support the employee.

24.07 With the exception of reservist's leave, the services of an employee who is absent or on leave in accordance with this article are deemed to be continuous for the purposes of Article 16 - Vacations, Article 20 - Insurance and Benefits, and Article 21 - Register Retirement Savings Plan (RRSP). The Employer will continue to remit benefits premiums payments and RRSP contributions in the same manner as if the employee was not

absent.

ARTICLE 25 – BEREAVEMENT LEAVE

(a) In the event of the death of an employee's sister, brother, sister-in-law, brother-in-law, step-sibling, adopted or foster sibling, mother-in-law, father-in-law, grandparent, step-grandparent or foster grandparent, the employee shall be entitled to be absent from work three (3) consecutive working days with pay.

(b) In the event of the death of a parent, step-parent, foster parent, child (including miscarriage, or stillborn child of 20 weeks or later not covered by pregnancy leave), step-child, adopted or foster child, spouse or co-habiting spouse, the employee shall be entitled to be absent from work five (5) consecutive days with pay.

(c) Employees who do not complete their shift following notification of death in the immediate family shall be paid full shift hours for that day.

(d) It is understood that employees may request additional leave without pay, if required to attend ceremonial occasions or religious observances as part of established ethnic customs or practices. Such requests shall not be unreasonably denied.

(e) The Employer shall have the right to request reasonable proof of bereavement.

In the event of a delayed interment (service or celebration of life), an employee may save one of the days identified above without loss of pay to attend the interment (service or celebration of life) and will provide as much notice as possible of the date it will be utilized.

ARTICLE 26 – HEALTH AND SAFETY

26.01 The parties agree to maintain the highest standard of safety, health, sanitation and working conditions throughout the Employer's operation.

26.02 Joint Health and Safety Committee

(a) The parties agree that a joint occupational health and safety committee shall be established. The committee shall govern itself in accordance with the provisions of the occupational health and safety regulations and pursuant to the *Workers' Compensation Act*.

(b) The committee shall be between the Employer and the Union, with equal representation, and with each party appointing its own representatives.

(c) Employees who are members of the committee shall be granted leave without loss of pay or receive straight time regular wages while attending meetings of the joint committee.

26.03 WorkSafeBC

Employees who are absent from work and receiving WorkSafeBC benefits will be considered present and will continue to receive benefits as if they were actively working.

If the injury occurred outside the workplace, employees may choose to continue participating in the Ross Place benefits program after twenty (20) scheduled shifts. In such cases, they will be responsible for paying the full cost of the benefit premiums.

26.04 Return to Work from Injury or Illness

Prior to returning to work from an injury or illness, the Employer may require employees to provide medical certificates certifying that they are fit to return to work and are able to perform their duties, subject to any accommodation and the *Human Rights Act*. The Employer will reimburse the expense of providing such requested medical certificates.

26.05 Violence and Respect in the Workplace

The parties recognize that it is important to provide an environment that is properly secure for all those who receive care or work in health care. A safe environment is important for staff and contributes to providing the highest possible standard of care.

Staff should expect to work in, and residents should expect to be treated in an environment where the risk of violence is minimized.

26.06 Employee Workload

Where the absence of one or more employees may create an unsafe increase in the workload for other employees, the Employer will make reasonable efforts to resolve the matter by:

(a) Utilizing casual employees in accordance with the Collective Agreement.
(b) Supervisor will discuss and, where appropriate, re-order duty priorities with the affected employee(s).
(c) **Re-assigning work**
Employees may refer to safety-related workload concerns to the occupational health and safety committee for investigation under Article 20.

26.07 Critical Incident Stress Defusing

A workplace critical incident is an event that causes emotional or psychological trauma for people exposed to the incident. It is a sudden, powerful event outside the range of normal experience and outside work control. In the event of a critical incident within the workplace, the Employer will make available to employees who have suffered a serious work related, traumatic incident of an unusual nature, on a voluntary basis, access to WorkSafeBC's critical incident response program. Leave to attend such a session will be without loss of pay or perquisites.

26.08 Employees Working Alone

The Employer shall ensure there is a check-in program in place for those employees who work alone or in isolation as outlined in the WorkSafeBC regulations.

ARTICLE 27 – PREMIUMS

27.01 Night Premiums

All employees working a night shift shall be paid a shift differential

of seventy-five cents ($0.75) per hour for the entire shift worked.

A night shift shall be defined as shift that falls between 11:00 p.m. and 7:00 a.m.

27.02 Weekend Premiums

Employees working the weekend shift shall be paid a shift differential of ten-cents ($0.10) per hour.

The weekend premium is paid for each hour worked between 11:00 p.m. Friday and 11:00 p.m. Sunday.

ARTICLE 28 – CONTRACTING OUT

The Employer agrees that they will not contract out bargaining unit work that will result in the layoff of employees within the bargaining unit during the term of this agreement. The Employer will discuss with representatives of the local functions they intend to contract out that could otherwise be performed by Union members within the facility except where an emergency exists.

ARTICLE 29 – VOLUNTEERS

It is agreed that volunteers may have a role in health care and are an important link to the community being served. It is further agreed that volunteers will be supernumerary to established positions in the bargaining unit, and that the use of volunteers will not result in the lay-off of employees in the bargaining unit; nor will volunteers be used to fill established positions within the bargaining unit. It is further agreed that the utilization of volunteers, as at the date of execution of this agreement, is consistent with the above.

ARTICLE 30 – EFFECTIVE AND TERMINATING DATES

30.01 Effective and Terminating Dates

(a) The agreement shall be effective from May 1st, 2025, and shall remain in force and be binding upon the parties until April 30,

2028, and from year to year thereafter unless terminated by either party on written notice served during the month of January 31st, 2027, or thereafter.

(b) If a notice is not given under subsection (a) by either party ninety (90) days or more before the expiry of the agreement, both are deemed to have given notice ninety (90) days before the expiry.

(c) The Employer agrees that the terms and conditions set out in the Collective Agreement between the Union and the Employer shall remain in force and effect until a new Collective Agreement comes into effect.

30.02 Effective Date of Wages and Benefits

All new wages and benefits shall be effective from ratification date unless otherwise specified in this Collective Agreement.

30.03 Retroactivity

Employees shall be paid full retroactivity of the increase in wages retroactive to the effective date set out in the wage schedule.

Employees who sever employment subsequent to the effective date set out in the wage schedule shall be paid full retroactivity of the general increase in wages to the extent they were on staff. The Employer shall notify all such employees (once in writing) at their last known mailing address that such retroactivity is payable upon written application.

30.04 It is agreed that the operation of subsection 2 of section 50 of the *Labour Code* of British Columbia is excluded from this agreement.

ARTICLE 31 – TRANSPORTATION ALLOWANCE

Employees required to use their own vehicles for employment-related purposes shall be compensated at the current Canadian Revenue Agency rate for each kilometer driven. This rate shall apply to all approved employment-related mileage.

ARTICLE 32 – UNIFORM ALLOWANCE

32.01 Uniforms

The Employer shall supply employee uniforms if required to wear same. The Employer shall ensure an appropriate number of uniforms are supplied to each employee.

32.02 Shoe Allowance

All regular employees who pass the probationary period must complete a form to claim their shoe allowance of seventy-five dollars ($75). It is the employee's responsibility to submit the shoe allowance claim form annually to payroll.

Footwear selected is to be based upon the department's dress code.

The employee will be responsible for the difference between the cost of the footwear and the amount of company allowance for that footwear.

The employee will be responsible for the reasonable care and maintenance of their footwear.

The employee will be responsible for wearing the footwear during working hours.

ARTICLE 33 – PRINTING OF THE AGREEMENT

33.01 The Union and the Employer desire every employee to be familiar with the provisions of this agreement and their obligations under it. For the term of this Collective Agreement, the Union shall print sufficient copies of the agreement, and the costs shall be shared equally between the parties.

33.02 In this agreement including the printed form thereof, titles shall be descriptive only and shall form no part of the interpretation of the agreement by the parties or an arbitration board.

ARTICLE 34 – CASUAL ENTITLEMENTS (PREVIOUSLY CASUAL ADDENDUM)

34.01 Casual employees shall be employed only to relieve in positions occupied by regular full-time and regular part-time employees, provided that a casual employee shall not be used for a period in excess of one (1) calendar month in any one position. Without limiting the generality of the foregoing, the Employer may call casual employees to perform the following work:

a) vacation relief;
b) sick leave relief;
c) education relief;
d) maternity leave relief;
e) compassionate leave relief;
f) Union business relief;
g) educational leave relief;
h) such other leave relief as is provided by the Collective Agreement; or
i) in an emergency where an extraordinary workload develops, a casual employee may be used to do work having a duration of less than one (1) calendar month, provided that such work cannot reasonably be done by filling the position pursuant to the provisions of Article 15.04 - Job Postings and Applications.

34.02 Casual employees shall be called in to work in the order of their seniority, provided that they are registered to work in a job classification applicable to the work required to be done. A casual employee shall be entitled to register for work in any job classification in respect of which such employee meets the requirements of the class.

34.03 Where it appears that the regular employee whose position is being filled by a casual employee will not return to their position within one (1) calendar month, that position shall be posted and filled pursuant to the provisions of the Collective Agreement.

34.04

(a) A casual employee who is appointed to fill a position under Article 34.03 shall not thereby become a regular employee. A casual employee may become a regular employee only by successfully bidding into a permanent vacancy in respect of which there is no present regular incumbent. Upon completion of an assignment a casual employee shall be reverted to the casual list.

(b) Where a position is filled by a casual employee under Article 34.03 and that position will last more than ninety (90) days, that casual employee will be entitled to the benefit.

(c) Employees will submit their days and hours of availability, the classifications for which they are qualified and wish to be called for, and a phone number at which to be reached for call in shifts. Availability must be in writing and submitted on the tenth (10^{th}) day of the prior calendar month. If availability is not provided, it will be assumed that the employee is fully available.

(d) In order to remain qualified and current, casual employees need to maintain availability. Shifts once accepted become the responsibility of the employee to work except in cases of illness or emergency.

(e) Casual employees who are unavailable for one (1) or more months must submit a leave of absence request form to their immediate supervisor. Such requests shall not unreasonably be denied.

(f) A casual employee who declines three (3) shifts within three (3) months for which they have indicated availability on their current form shall be removed from the call-in list and will be deemed to have resigned.

(g) A casual employee who has failed to respond to call out requests for three (3) shifts within three (3) months may be removed from the call-in list and deemed to have resigned.

34.05 Casual employees shall not be dismissed except for just and proper cause. A casual employee who accepts an assignment shall be deemed to have the same obligation to fulfill the assignment as that of a regular employee.

34.06 Casual employees may be laid off from the casual list in the inverse order of their seniority where it becomes necessary to reduce the work force due to economic circumstances. Laid off casual employees shall retain their seniority for one year subject to which they shall be reinstated to the casual list in the order of their seniority when it becomes necessary to expand the work force.

34.07

(a) The master casual employee seniority list and each classification registry shall be revised and updated every three months as of the last date of the payroll period immediately prior to January 1, April 1, July 1 and October 1 (the "adjustment dates") in each year. The seniority of each casual employee thus determined shall be entered in the classification registry in descending order of the most hours worked to the least. Casual employees hired after an adjustment date shall be added to such classification registry or registries as are applicable in the order that they are hired.

(b) For purposes of a call-in to do casual work, any time accumulated in a current period shall not be reckoned until the next following adjustment date.

(c) Within two (2) weeks of each adjustment date the Employer shall send to the representative of the Union, a revised copy:
   i. of the master casual seniority list; and,
   ii. of each classification registry maintained by the facility.

34.08

(a) Except for regular employees who transfer to casual shall serve a probationary period of three-hundred-and-eighty (380) hours of work. During the said probationary period, casual employees may be terminated for unsatisfactory service.

(b) A casual employee who has not completed probation under this clause and who successfully bids into a regular position shall serve a probationary period pursuant the Collective Agreement.

(c) Where a casual employee who has completed probation

successfully bids into a regular position, such employee shall not be required to serve another probationary period.

34.09 Casual employees shall receive a percentage of their straight-time pay in lieu of scheduled vacations as per Article 34.17. They receive stat pay according to ESA, as per statutory Article 16.08.

34.10 A regular employee who is laid off shall be entitled as of right to transfer to casual status. Other regular employees may transfer to casual status provided that the Employer requires additional casual employees. Upon transfer such employees shall be entitled only to such benefits as are available to casual employees. Such employees shall maintain all accumulated seniority and benefits to the date of the transfer.

34.11

(a) Regular part-time employees may register for casual work under this addendum. Where the regular schedule of a part-time employee registered under this section conflicts with a casual assignment, the part-time employee shall be deemed to be unable to work.
(b) All hours worked under these casual provisions shall be applied to the part-time employee's accumulation of benefits.

34.12

(a) Casual employees are entitled to the prescribed number of paid sick days administered in accordance with section 49.1 of the *Employment Standards Act*.
(b) This benefit for casual employees does not accrue and will not be paid out or carried over from year to year.

34.13 Temporary Vacancy

If a casual employee accepts a temporary position that is longer than 3 months, the casual employee will qualify for benefits, sick time, and vacation accruals for the duration of the temporary position. When the temporary position ends, benefits will end, sick

time will be removed, and vacation accruals will be paid out.

34.14 Regular employees transferring to casual status shall have their sick leave bank frozen and inaccessible while their status remains as a casual employee. The frozen sick credits shall be eliminated if the casual employee has not returned to regular status within twelve (12) months of leaving their regular position. All sick leave credits are cancelled when an employee's employment is terminated.

34.15 Employment Standards (Sick Leave)

Casual employees and part-time employees accruing less than the prescribed number of paid sick days under the *Employment Standards Regulation*, are entitled to the prescribed number of paid sick days administered in accordance with section 49.1 of the *Employment Standards Act*. This benefit for casual employees and any topped up sick leave for part-time employees does not accrue and will not be paid out or carried over from year to year.

34.16 Statutory Pay for Casual Employees

Casual employees shall be compensated for holiday pay in a manner which is consistent with the *Employment Standards Act* and regulations.

34.17 Vacation Pay

Length of Service	Time Off	Vacation Pay
from 0 to 1 year	nil	4%
on completion of 1 year	2 weeks	4%
on completion of 4 years	3 weeks	6%
on completion of 6 years	4 weeks	8%
on completion of 9 years	5 weeks	10%
on completion of 13 years	6 weeks	12%

Casual employees shall receive vacation pay each pay day calculated as a percentage of their gross bi-weekly earnings in

accordance with the above schedule.

ARTICLE 35 – WAGE SCHEDULES AND ATTACHMENTS

35.01 Employees shall be compensated in accordance with the applicable wage schedules, attachments and addenda appended to this Collective Agreement.

35.02 The indication in this wage schedule of a job and accompanying wage classification shall not bind the Employer to create such job if not already in existence.

35.03 Wage Schedule

The pay rates (including stated extras) as agreed to and hereinafter in this schedule provided, shall be in effect during the term of the agreement, from the date set out in the wage schedule.

APPENDIX A

CLASSIFICATIONS AND WAGE RATES

Employees shall be paid according to the following wage grid:

Ross Place Seniors' Community Wage Grid	Current as of May 1, 2024	May 1, 2025	May 1, 2026	May 1, 2027
		3%	2%	2%
Receptionist	$22.08	$22.74	$23.19	$23.65
Housekeeper Day	$19.48	$20.06	$20.46	$20.87
Housekeeper Night	$19.48	$20.06	$20.46	$20.87
Bus Driver	$19.58	$20.17	$20.58	$20.99
Activity Assistant	$22.08	$22.74	$23.19	$23.65
Dishwasher	$17.97	$18.51	$18.88	$19.26
Server	$17.40	$17.92	$18.28	$18.65
Head Server	$18.69	$19.25	$19.64	$20.03
Kitchen Assistant	$20.29	$20.90	$21.32	$21.75
Head Cook	$24.37	$25.10	$25.60	$26.11
Cook	$23.65	$24.36	$24.85	$25.35
Maintenance Assistant	$21.09	$21.72	$22.15	$22.59

APPENDIX B

HEALTH CARE PLAN SUMMARY

Extended Health Plan – 100% Employer Paid		
EHC Benefit	**Reimbursement**	**Benefit Maximum**
Deductible		No deductible
Termination		Age 75 or earlier retirement
Prescription Drugs	80%	Limited to the British Columbia Drug Benefit formulary and Special Authority drugs that are approved by Pharmacare
Fertility Drugs	80%	$2,400 lifetime maximum
Massage Practitioner	100%	$750 per calendar year
Physiotherapist	100%	$750 per calendar year
Speech Language pathologist	100%	$750 per calendar year
Acupuncturist Naturopath Osteopath Chiropodist Psychologist / Social Worker (MSW)	100%	$750 per calendar year per practitioner
Podiatrist	100%	$750 per calendar year
Chiropractor	100%	$750 per calendar year
Eye Examinations	100%	$100 every 24 months
Vision Care and Laser Eye Surgery	100%	$300 every 2 years

Dental Plan: 100% Employer Paid		
Termination: Age 75 or earlier retirement.		
Plan	**%**	**Benefit Coverage**
Plan A – Basic Preventive & Restorative Services	80%	Covers services for the care and maintenance of teeth, including procedures to restore teeth to natural or normal function.
Plan B – Major Restorative Services	50%	Eligible for Plan B services when dentist recommends replacement of missing teeth, or reconstruction of teeth.
Plan C – Orthodontics	50%	Benefits are payable for orthodontic services performed on or after the effective date of your coverage for dependent children under age 19 only.

Life Insurance	**100% Employer paid**
Life Benefit	$50,000
Benefit Reduction	Amount of insurance reduces by 50% at age 65
Accidental Death & Dismemberment (AD&D)	**100% Employer paid**
Aggregate Limit	$3,000,000
Benefit Reduction	Amount of insurance reduces by 50% at age 65.

MEMORANDUM OF AGREEMENT #1

BETWEEN

ROSS PLACE SENIORS RESIDENCE SOCIETY
ROSS PLACE SENIORS COMMUNITY

AND

HOSPITAL EMPLOYEES' UNION

Re: Rates of Pay

The parties further agree that should the single site levelled up wage rates be terminated by the government prior to the Collective Agreement expiring, the parties will re-open the Collective Agreement to discuss wage rates. Wage re-opener negotiations will commence within forty-five (45) calendar days of the effective date of wage levelling being terminated.

No other article of the Collective Agreement will be subject to the wage re-opener discussions, unless mutually agreed to by the parties.

If the parties are unable to reach agreement regarding wage rates within forty-five (45) calendar days of wage-reopener negotiations commencing, either party may r efer the matter to interest arbitration by providing the other party with written notice.

SIGNED ON BEHALF OF THE UNION:

Maria Rodriguez
Bargaining Representative

Date: June 15, 2026

SIGNED ON BEHALF OF THE EMPLOYER:

Andrew Trinder
Director, Senior Living

Date: JUNE 17, 2026

MEMORANDUM OF AGREEMENT #2

BETWEEN

ROSS PLACE SENIORS RESIDENCE SOCIETY
ROSS PLACE SENIORS COMMUNITY
AND

HOSPITAL EMPLOYEES' UNION

Re: Registered Retirement Savings Plan (RRSP) Contributions

The parties agree to the following terms regarding the registered retirement savings plan (RRSP):

(a) **Employer Contribution**
Effective the date of ratification, employees currently enrolled in the RSP and receiving $0.80 per hour worked will instead receive an Employer contribution equal to 4% of straight-time earnings for each hour worked.

To qualify, employees must choose to make a contribution of their choice, as outlined in (c) – Employee Contributions.

(b) **Voluntary Participation**
Participation in the RRSP is strictly voluntary. Employees must provide written notice to enroll in the plan or to modify their contribution level.

(c) **Employee Contributions**
Employees may make contributions to the RRSP through regular payroll deductions at one of the following rates:

- 1% of straight-time earnings
- 2% of straight-time earnings
- 3% of straight-time earnings
- 4% of straight-time earnings

(d) **Employer Matching**
The Employer's contribution is limited to 4% of straight-time earnings for participating employees. No additional matching or top-up contributions will be required.

(e) **Employee List and Term**
The list of eligible employees is attached. This memorandum will remain in effect and be renewed until the last employee on the list is no longer employed by Ross Place.

This Memorandum of Agreement forms part of the Collective Agreement and takes effect on the date of ratification.

SIGNED ON BEHALF OF THE UNION:

Maria Rodriguez
Bargaining Representative

Date: June 15, 2026

SIGNED ON BEHALF OF THE EMPLOYER:

Andrew Trinder
Director, Senior Living

Date: June 17, 2026

SIGNED ON BEHALF OF THE UNION:

Bill Pegler
Coordinator of Private Sector & Special Projects

Nina Dhillon
Director of Organizing & Private Sector Bargaining

Maria Rodriguez
Bargaining Committee

Cindy LeBarron
Bargaining Committee

Rommel Lamsen
Bargaining Committee

June 15, 2026
Date Signed

SIGNED ON BEHALF OF THE EMPLOYER:

Andrew Trinder
Director, Senior Living

Lisa Lenarduzzi
Director, Financial Services & Data Management

JUNE 17, 2026
Date Signed