

**COLLECTIVE AGREEMENT  
BETWEEN**

**HCN - REVERA LESSEE (HOLLYBURN HOUSE) LP  
OPERATING AS HOLLYBURN HOUSE**

**AND**

**THE POLYPARTY UNION OF**



**HOSPITAL EMPLOYEES' UNION**

**AND**



**BC NURSES' UNION**

**January 1, 2019 – December 31, 2022**

Note: underlined text is new language for 2019-2022

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**HCN – REVERA LESSEE (HOLLYBURN HOUSE) LP  
OPERATING AS HOLLYBURN HOUSE**

**AND**

**THE POLYPARTY UNION OF  
HOSPITAL EMPLOYEES’ UNION**

**AND**

**BC NURSES’ UNION**

**ARTICLE 1 – PREAMBLE**

WHEREAS THE PARTIES to this agreement desire to foster and maintain a relationship amongst the Employer, the Polyparty Union and the employees which is in every respect conducive to their mutual well-being;

AND WHEREAS the Employer’s business functions in a competitive industry in providing certain accommodations and services for seniors which differ from government funded facilities, the parties jointly recognize this distinction and agree that this agreement should give effect thereto by its support for the efficient maintenance of high quality services for the residents in a caring and cooperative environment, as well as one which is safe, harmonious and rewarding for all;

AND WHEREAS the Polyparty Union is a trade union formed by and including certain employees of the Employer;

AND WHEREAS it is the intent and purpose of the parties to this Agreement, which has been negotiated and entered into in good faith:

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- a) to recognize mutually the respective rights, responsibilities and functions of the parties hereto;
- b) to provide and maintain working conditions, hours of work, wage rates and benefits set forth herein;
- c) to establish an equitable system for the promotion, transfer, layoff and recall of employees;
- d) to establish a just and prompt procedure for the disposition of grievances;
- e) and generally, through the full and fair administration of all the terms and provisions contained herein, to develop and achieve a relationship among the Union, the Employer and the employees which will be conducive to their mutual wellbeing;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto in consideration of the mutual covenants hereinafter contained, agree with the other as follows:

**ARTICLE 2 – DEFINITIONS**

**2.01 Use of Feminine and Singular Terms**

Wherever the feminine or singular is used, the same shall be construed as including the masculine or plural unless otherwise specifically stated.

**2.02 Definitions**

Bargaining Unit is the unit for collective bargaining described in the certificate issued by the Labour Relations Board on August 6, 1999 covering employees at HCN - Revera Lessee (Hollyburn House) LP, 2095 Marine Drive, West Vancouver, B.C., for whom the Polyparty Union of British Columbia Nurses’ Union and the Hospital Employees’ Union is the bargaining agent.

“Basic rate of pay” – means the rate of pay negotiated by the Parties to this Agreement, as specified in Addendum II - Classification and Wage Rates.



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“Continuous service” – means uninterrupted employment with the Employer.

“Day”, “Week”, “Month”, “Year” – means a calendar day, week, month, year unless otherwise specified in this Agreement.

“Employer” – means HCN – Revera Lessee (Hollyburn House) LP, c.o.b. as Hollyburn House, 2095 Marine Drive, West Vancouver, B.C.

“Rest Period” – means a paid interval which is included in the work day and is intended to give the employee an opportunity to have refreshments or a rest.

“Spouse” – means a person of the opposite sex to whom the employee is legally married or with whom the employee has cohabited in a common-law relationship for two years or more or a person of the same sex with whom the employee has cohabited in a same sex relationship for two or more years.

“Union” means the Hospital Employees’ Union (HEU) or the British Columbia Nurses’ Union (BCNU) hereinafter referred to as “the Union”.

“Employee” means a member of the bargaining unit who is:

- a) “probationary employee” – means an employee who is hired into a probationary status and who has not yet successfully completed four-hundred-and-eighty-seven-point-five (487.5) hours worked, or four (4) months of employment, whichever comes first.
- b) “casual employee” – means an employee who is employed for relief purposes, to fill a temporary vacancy or for work which is not scheduled on a regular basis.

A casual employee is only entitled to the benefits set out in

Addendum I – Casual Addendum.

- c) “full-time employee” – means an employee regularly scheduled to work an average of thirty-seven-and-one-half (37½) hours, per week on a continuing basis, or such other period as mutually agreed to between the Union and the Employer.
- d) “part-time employee” – means an employee who is regularly scheduled to work less than thirty-seven-and-one-half (37½) hours per week on a continuing basis.

## **ARTICLE 3 – NO DISCRIMINATION AND RESPECTFUL WORKPLACE**

### **3.01 No Discrimination**

The Employer and the Union agree not to discriminate on any protected ground enumerated in the *British Columbia Human Rights Code*.

### **3.02 Harassment**

The Union and the Employer recognize the right of employees to work in an environment free from harassment, including sexual harassment, and the Employer shall take such actions as are necessary with respect to any person employed by the Employer engaging in discrimination or harassment and bullying in the workplace.

The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee for reason of membership or activity in the Union.

### **3.03 Respectful Workplace**

The Parties are committed to promoting a work environment in which all those who enter the site will conduct themselves in a

civil, respectful, and cooperative manner. A safe environment is important for staff and contributes to providing the highest possible standard of service and care. Complaints of harassment and bullying will be taken seriously and such complaints will be addressed in a timely manner. Failure to maintain respectful conduct will lead to discipline up to and including termination of employment.

A Respectful Workplace is characterized by:

- a) The absence of workplace bullying behaviour which include but are not limited to shouting at staff, speaking with a condescending attitude, emotional tirades, threatening an employee’s job security, spreading rumours, gossiping about or damaging a person’s reputation.
- b) Inclusion – of people with different backgrounds and cultures.
- c) Safety – from disrespectful, discrimination, bullying and harassing behaviour.
- d) Absence of harassing behaviours which include, but not limited to: inappropriate gestures, comments, intimidation, or conduct that might reasonably be expected to cause embarrassment, insecurity, discomfort, offence or humiliation.
- e) Support – the Employer will review the Company’s Respectful Workplace policy annually with employees and take steps to prevent and minimize harassment and bullying at the workplace.

The Employer has published a clear policy for promoting and maintaining a respectful environment. This policy is accessible to staff regarding expectations and consequences of inappropriate behaviour, aggression and violence.

### **3.04 Complaints Investigation**

- (a) Incidents or complaints should be reported as soon as possible after the occurrence or event giving rise to the

incident or complaint.

- (b) An employee with an allegation involving harassment or bullying should file a complaint with the Employer and shop steward or Union Representative.
- (c) All persons involved in a complaint under these provisions shall hold in strictest confidence all information of which they become aware; however, it is recognized that various representatives of the Employer and the Union will be made aware of or part of the proceedings on a need-to-know basis. Except as required by the Collective Agreement or law, the Parties agree that disclosure of information related to the complaint may be cause for discipline, up to and including dismissal.
- (d) The Employer shall investigate the allegations within thirty (30) days of initiation of the complaint. The Employer shall notify the union upon conclusion of the investigation whether or not the allegations were substantiated, and indicate what action if any, they intend to take. The Union and the Employer agree that timelines for the purposes of the grievance procedure will be held in abeyance until the conclusion of the thirty (30) day investigation. At the conclusion of the investigation any grievance filed shall commence at Step Three (3) of the grievance procedure.
- (e) The employee may request union representation at any point in the investigation process.
- (f) Copies of all relevant documents and materials to an investigation shall be provided to the Union Office upon written request of the Union after the conclusion of the investigation.
- (g) Nothing in this Article limits an employee’s right to take a complaint to the British Columbia Human Rights Tribunal or to WorkSafe BC.

**ARTICLE 4 – RECOGNITION, UNION MEMBERSHIP AND UNION CHECKOFF**

**4.01** The Employer recognizes the Polyparty Union of British

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Columbia Nurses’ Union and Hospital Employees’ Union as exclusive bargaining agent for all employees falling within the Bargaining Unit. No employee covered by this agreement shall be permitted or required to make a written or oral agreement with the Employer which may conflict with this agreement.

**4.02** All employees who are covered by the Union’s Certificate of Bargaining Authority shall maintain membership in the Union as a condition of employment. Employees who are brought within the jurisdiction of the Union’s Certificate of Bargaining Authority, including newly hired employees, shall become members of the Union by the first day of the third bi-weekly pay period after their initial date of employment in the bargaining unit. Where the Employer has knowledge of an employee failing to maintain Union membership, or the check-off of Union Dues, the Employer shall so advise the Union and in turn, the Union shall advise the employee in writing. When the Employer is advised by the Union of non-compliance of either of the above, the Employer shall terminate the services of the employee within thirty (30) days of written advice as noted above.

In the event an employee is terminated pursuant to this section, the following contract provisions shall not be applicable to the employee:

- Grievance
- Dismissal/Suspension
- Employers Notice of Termination

**4.03** 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 the

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deduction.

By the 10<sup>th</sup> of each month, 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, personal email and phone number – if known to the Employer, and the amount of dues or equivalent monies currently being deducted for each employee.

**4.04** 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 2.02.

By no later than the 10<sup>th</sup> of each month, the Employer shall provide the Union's Provincial Office with a list of all employees hired, including their name, home address, home phone number, home email address, shift, and date of hire, 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 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, and will be provided securely in an agreed upon fashion.

**4.05** The Employer shall supply each employee, without charge, a receipt in the 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 the taxation year.

The receipts shall be mailed or delivered to employees prior to

March 1<sup>st</sup> of the year following each taxation year.

**4.06** The Employer shall provide to the Local and the Union, a list of all employees in the bargaining unit, their job titles, and their address known to the Employer in January and July of each year.

**4.07** The Union shall advise the Employer in writing thirty (30) days in advance of the amount of its dues and/or changes in the amount of dues to be deducted.

## **ARTICLE 5 – STEWARDS**

### **5.01 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 the supervisor before leaving their normal work to perform duties as a steward. Such consent shall not be unreasonably withheld.
  - (ii) Endeavor to complete their 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.

### **5.02 Employer and Union to Acquaint New Employees**

A new employee shall be advised of the name and location of the respective Union Steward(s). The Employer will provide an

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opportunity for the new employee and the respective Union Steward to meet within regular working hours for a period not to exceed fifteen (15) minutes, without loss of pay, during the first thirty (30) days of employment.

**5.03 Union Insignia**

- a) Union members shall have the right to wear or display the recognized insignia of the Union.
- b) Union members shall have the right to wear the recognized pins and caps of their respective professional health care organizations.

**ARTICLE 6 – MANAGEMENT RIGHTS**

**6.01** The Union agrees that it is the exclusive function of the Employer to perform the usual functions of management, including, but not so as to restrict the generality, of the foregoing:

- a) conduct its business in all respects in accordance with its commitments and responsibilities, including the right to maintain and improve, order, discipline, and efficiency;
- b) to make, alter from time to time, and enforce reasonable rules of conduct and procedure to be observed by the employees.

**6.02** It is agreed that the functions set forth in Article 6.01 shall not be exercised in a manner inconsistent with the express provisions of this Agreement.

**6.03** Notwithstanding anything to the contrary within this Agreement, a claim that an employee has been unjustly discharged or disciplined may be the subject of a grievance and dealt with in accordance with the grievance procedures.

**ARTICLE 7 – LABOUR/MANAGEMENT COMMITTEE**

**7.01** A Labour/Management Committee shall be established.



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The committee shall include three (3) members appointed by each side. The Committee shall meet every two (2) months or as required for the purpose of discussing issues relating to the workplace that affect any employee bound by this agreement.

**7.02** The chair of the Labour Management Committee shall alternate between the parties.

**7.03** A proposed written agenda shall be distributed to Committee members at least forty-eight (48) hours before the meeting.

**7.04** As far as possible, meetings will be held during Committee members’ normal working hours. The meetings are to be without loss of pay or benefits.

**7.05** The Committee shall not have jurisdiction to administer or re-negotiate this Collective Agreement.

**ARTICLE 8 – GRIEVANCE PROCEDURE**

**8.01** “Grievance” refers to any difference between the parties concerning the interpretation application or any alleged violation of this Collective Agreement, including any question as to whether a matter is arbitrable.

**8.02** An employee shall be given a copy of any document placed on the employee’s file which might form the basis for disciplinary action, such copy is to be given at the time the document is placed in the file.

**8.03** The following procedure shall be used for the resolution of differences referred to in Article 8.01, except that Article 8.04 may be used for dismissals or unpaid suspensions:

**Step One**

Within fourteen (14) calendar days of the occurrence of the

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difference or within fourteen (14) calendar days of when the employee first becomes aware of the matter giving rise to the difference, the employee, with or without one (1) shop steward (at the employee’s choice) shall discuss the difference with their immediate supervisor or department head.

**Step Two**

If the difference is not settled in Step One, within twenty-one (21) calendar days of the meeting in Step One, the grievance shall be reduced to writing, presented to and discussed with the immediate supervisor or department head, with intent to resolve the grievance.

Within fourteen (14) calendar days of receiving the written grievance, the Employer shall give a written response to the grievance.

Policy grievances from either party shall be submitted at Step Two.

**Step Three**

If the grievance is not settled at Step Two, the grievance may be advanced to Step Three within twenty-one (21) calendar days of receipt of the Employer’s written response in Step Two or when such response should have been received.

The grievance shall be discussed between a Representative designated by the Union and the Executive Director or designate. Within fourteen (14) calendar days of the meeting, if the matter is not resolved, the Employer representative shall give written reasons for denying the grievance.

Failing settlement at Step Three the grievance may be referred to arbitration.

**8.04** 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 Two of the

grievance procedure.

**8.05** By mutual agreement, the parties to this Collective Agreement may extend any of the time limits specified in this Article.

### **8.06 Grievance Mediator**

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, Mark Atkinson, Chris Sullivan, Jean Greatbach, Elaine Doyle, or a substitute agreed to by the parties shall, at the request of either party:

- (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.

Unless mutually agreed otherwise, disputes may be referred to Grievance Mediator only after the completion of Step Three of the grievance procedure.

In the event the parties are unable to agree on a Grievance Mediator within a period of thirty (30) days from the date this Collective Agreement is signed, either party may apply to the Director, Collective Agreement Arbitration Bureau to appoint such person.

## **ARTICLE 9 – ARBITRATION**

**9.01** Either party may refer any grievance, dispute or difference unresolved through the procedure(s) in Article 8 – Grievance Procedure to a single Arbitrator. The Arbitrator shall have the

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power to determine if any matter is arbitrable and to determine the question to be arbitrated.

**9.02**

- a) The party requesting arbitration shall notify the other party of its intent to arbitrate and shall include names of proposed Arbitrators.
- b) If the parties fail to agree upon an Arbitrator within ten (10) calendar days either party may request the Director, Collective Agreement Arbitration Bureau, to make the appointment.

**9.03** If a grievance involving dismissal or an unpaid suspension of an employee for alleged cause is not resolved at Step Three of the grievance procedure, then the parties agree to make every effort to have the matter heard by an Arbitrator within two (2) months of any referral to arbitration.

**9.04** An arbitrator appointed under this Article of the Collective Agreement shall be requested to render a decision within twenty (20) days of conclusion of the hearing.

**9.05** Employees called as witnesses by an Arbitrator shall be granted leave without loss of pay to testify at the hearing. Where the Union calls a witness, leave without loss of pay shall be granted subject to operational requirements.

**9.06** Each party shall be responsible for its own expenses and the expenses of the Arbitrator shall be shared equally by the parties.

**ARTICLE 10 – EXPEDITED ARBITRATION**

**10.01** A representative of the Employer and the Union shall meet quarterly, or as often as is required, to review outstanding grievances to determine, by mutual agreement, those grievances suitable for expedited arbitration. In addition, the parties will meet

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quarterly to review the expedited arbitration process and scheduling of hearing dates.

**10.02** Those grievances agreed to be suitable for expedited arbitration shall be scheduled to be heard on the next available expedited arbitration date. Expedited arbitration dates shall be agreed to by the parties and shall be scheduled monthly or as otherwise mutually agreed to by the parties.

**10.03** The location of the hearing is to be agreed to by the parties but will be at a location central to the geographic area in which the dispute arose.

**10.04** As the process is intended to be informal, lawyers will not be used to represent either party.

**10.05** 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.

**10.06** Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance.

**10.07** Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.

**10.08** The decision of the arbitrator is to be completed and mailed to the parties within three (3) working days of the hearing.

**10.09** 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.

**10.10** All settlements of proposed expedited arbitration cases made prior to hearings shall be without prejudice.

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**10.11** The parties shall equally share the costs of the fees and expenses of the arbitrator.

**10.12** The expedited arbitrators, who shall act as sole arbitrators, shall be mutually agreed.

**10.13** The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 9 excepting Article 9.03.

**10.14** It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration proceeding.

**10.15** Any suspension for alleged cause that is not dealt with under this Section shall be referred immediately to Article 9 for resolution.

## **ARTICLE 11 – PROBATION**

**11.01** For the first four-hundred-and-eighty-seven-point-five (487.5) hours worked or four (4) calendar months, whichever comes first, an employee shall be a probationary employee. By written mutual agreement between the Employer and the Union, the probationary period may be extended by one-hundred-and-fifty (150) hours worked, or one (1) calendar month, whichever comes first, provided written reasons are given for requesting such extension. During the probationary period, a probationary employee may be terminated. If it is shown on behalf of the probationary employee that the termination was not for just and reasonable cause, the employee shall be reinstated.

**11.02** Upon completion of the probationary period, the initial date of employment for full-time employees and part-time employees shall be the anniversary date for the purpose of determining perquisites and seniority. For casual employees, the accumulated hours worked since commencement shall be the basis for seniority.

## **ARTICLE 12 – SENIORITY**

**12.01** Seniority will be recognized and will accrue based on full-time employee’s and part-time employee’s length of continuous service from their most recent date of hire with the Employer, inclusive of all paid and unpaid leaves.

**12.02** Seniority for casual employees will be recognized and will accrue based on accumulated hours worked since their most recent date of hire with the Employer.

For purposes of relating the seniority of a casual employee to the seniority of regular employees for job posting purposes, the seniority date of such employee shall be calculated by:

- (i) dividing their number of seniority hours by a factor of 7.5, which shall be deemed to be the number of days worked; and then
- (ii) taking the number of days worked derived under subsection (1) herein multiplied by a factor of 1.4 rounded off to the nearest whole number, which shall be deemed to be the number of calendar days of employment. The seniority date shall then be calculated by backdating from the applicable date the number of calendar days thus determined.

**12.03** In the event that a casual employee is converted to full-time or part-time, or vice versa, their seniority date of hire shall be established based on the equation of 1,825 hours worked being equal to one full year of service.

**12.04** The Employer shall provide the Unions with a seniority list for all employees January and July of each year. A copy of the casual employee seniority list shall be provided in January, April, July, and October of each year. Registered Nurses shall be on their own list. A copy of each list shall be posted on the Union bulletin board.

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The seniority lists shall contain the following information:

- a) Name
- b) status (full-time, part-time, or casual as appropriate)
- c) classification
- d) seniority date for full-time and part-time employees
- e) for casuals, seniority hours

The seniority lists for all employees to be provided to the Union Offices in January and July of each year. For the BCNU, the lists and information will be sent to [seniority@bcnu.org](mailto:seniority@bcnu.org). The lists will also contain the following information when the Employer has the information. This information is not on the lists that are posted.

- f) Home address
- g) Home email
- h) Phone number

**12.05** An employee who accepts a temporary assignment with the Employer outside the bargaining unit shall continue to accumulate seniority.

**12.06** An employee’s seniority rights shall cease to exist and the employee shall be terminated if an employee:

- a) resigns from the employ of the Employer;
- b) is discharged for just and reasonable cause;
- c) is on layoff for more than twelve (12) consecutive calendar months;
- d) after a layoff, fails to report to work within three (3) working days after being recalled by registered letter addressed to the address last provided by the employee to the Employer, or within fourteen (14) calendar days if employed elsewhere and required to provide notice to that employer;
- e) is absent for three (3) or more consecutive days without having notified the Employer and/or without providing an explanation satisfactory to the Employer;



- f) fails to return to work upon the expiration of an authorized leave of absence or vacation unless a reason satisfactory to the Employer is given.

### **12.07 Service Outside the Bargaining Unit**

It is understood that service with the Armed Forces of Canada in time of war or compulsory military service, or service with the Employer as a supervisory employee does not constitute a break in the continuous service and shall not affect an employee’s accumulation of seniority.

## **ARTICLE 13 – PROMOTIONS AND TRANSFERS**

**13.01** Where the Employer intends to fill a vacancy of more than sixty (60) calendar days, in an existing or new classification, the Employer shall post the vacancy to be filled on a secure bulletin board available for viewing by all employees, for a period of seven (7) calendar days and the posting shall include the classification, wage rate, qualifications, scheduled hours of work (including start and stop times) and a brief outline of the position and the closing date for applications.

### **13.02 Temporary Promotion or Transfer**

Where operational requirements make it necessary, and the vacancy is filled through the job posting provisions, the Employer may make temporary appointments from within the bargaining unit.

All applications for posted vacancies shall be submitted in writing to the Employer by the closing date.

Temporary vacancies greater than sixty (60) calendar days will be posted. Temporary vacancies that are expected to be for sixty (60) calendar days or less will be filled if possible as follows:

- (i) by the senior full-time or part-time employee who has indicated in writing, a desire to work in such position,

- providing there is no requirement for the Employer to pay any overtime or other premium: and failing that,
- (ii) by casual employees in accordance with the casual call-in provisions of the Casual Addendum.

The successful employee will return to their former position with or without notice, upon completion of the assignment.

An employee granted a temporary promotion, transfer or demotion shall return to their former job and pay rate without loss of seniority and accrued perquisites when the temporary promotion, transfer or demotion terminates.

### **13.03 Selection**

In the event that more than one qualified employee applies for the posted vacancy, the Employer will consider experience, ability and qualifications and where these factors are considered equal, the applicant with the greatest seniority shall fill the vacancy.

In the event that the Employer determines that there are no qualified internal applicants for the posted vacancy, then the Employer may proceed to select an external applicant.

The successful applicant will be given an employment letter outlining their status and regular hours of work.

Where an employee is not appointed to the vacancy or new position, they shall be given, upon request, an explanation as to why their application was not successful.

### **13.04 Trial Period**

If a regular employee is promoted, voluntarily demoted, or transferred to a job, in a classification within the bargaining unit, then such employee shall serve a trial period in their new job for a period of 225 hours worked.

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In no instance during the trial period shall such employee lose seniority or perquisites. However, if such employee during the aforementioned 225 hour period is found unsatisfactory in the new position, then such employee shall be returned to their former job and increment step before the promotion, voluntary demotion or transfer took place without loss of seniority, and any other employee hired, promoted, voluntarily demoted or transferred because of the rearrangement of jobs shall be returned to their former job and pay rate without loss of seniority and accrued perquisites.

An employee who requests to be relieved of a promotion, voluntary demotion, or transfer during the trial period in the new job shall return to the employee’s former job without loss of seniority or perquisites on the same basis as outlined in paragraph (2) of this section.

**13.05** The Employer shall consider applications for posted vacancies from those employees who are absent from their normal place of employment because of sick leave, annual vacation, paid or unpaid leave of absence, and who have filled in an application form before each absence, stating the jobs they would be interested in applying for should a vacancy to be filled occur during their absence.

**13.06** The Employer shall, within three (3) days of the selection, post the name of the successful applicant.

**13.07** Within the aforementioned seven (7) calendar days, a copy of all postings will be sent to the appropriate local Union officer and for registered nurses to [bcnuclassifications@bcnu.org](mailto:bcnuclassifications@bcnu.org). The parties agree that an oversight in this regard shall not affect the job posting.

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

## **ARTICLE 14 – PERSONNEL FILE**

**14.01** An employee shall have the right to request that any disciplinary action be removed from the Personnel File after eighteen (18) months has expired, provided that there has been no subsequent disciplinary action. An employee, or the President of the Union or their designate, with the employee’s written authority, shall be entitled to view the employee’s Personnel File provided that the Employer is given adequate notice. Access to the Personnel File shall be provided within four (4) days (exclusive of weekends and statutory holidays) of the request.

**14.02** A request by an employee for copies of documents contained in their Personnel File shall not be unreasonably denied.

**14.03** The Personnel File shall not be made public without the employee’s written consent, except in the proper operation of the Employer’s business and/or for the purposes of this Agreement and/or as required by law.

## **ARTICLE 15 – JOB CLASSIFICATION AND WAGE RATES**

**15.01** The Employer shall provide the Union with job descriptions for the classifications in the bargaining unit set out in Addendum II - Classification and Wage Rates.

**15.02** In the event the Employer creates a new position, or adopts methods of operation significant enough to establish a new classification, the classification and wage rate shall be established by the Employer and written notice shall be given to the Union. Unless the Union provides notice of objection within sixty (60) days of the Employer’s notice, the classification and wage rate shall be considered to be agreed. Where the Union objects, and the matter cannot be resolved, the wage rate shall be the subject of Arbitration.

**15.03** If the wage rate for the new classification is revised as a result of negotiation or arbitration, the revised wage rate will be effective from the date when the new position was established.

## **ARTICLE 16 – TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES**

**16.01** This Article shall not interfere with the right of the Employer to make such changes in methods of operation as are consistent with technological advances.

The purpose of the following provisions is to preserve job security and stabilize employment and to protect as many regular employees as possible from loss of employment.

**16.02** Any employee classified as a regular employee shall be considered displaced by technological change when their services shall no longer be required as a result of a change in plant or equipment, or a change in a process or method of operation diminishing the total number of employees required to operate the residence.

**16.03** Employees affected by technological change shall be given reasonable notification in advance and allowed a training period to acquire the necessary skill for retaining employment with the Employer commensurate with their seniority and ability.

**16.04** The Employer agrees that, whenever possible, no employee shall lose employment because of technological change, utilizing normal turnover of staff to absorb such displaced employees. However, when necessary to reduce staff, it shall be done as outlined in Article 17, Layoff and Recall.

**16.05** The Employer and the Union shall establish a Joint Committee on Training and Skill Upgrading for the following purposes:

- a) for planning training programs for those employees affected by technological change;
- b) for planning training programs to enable employees to qualify for new positions being planned through future expansion or renovation;
- c) for planning training programs for those employees affected by new methods of operation; and
- d) for planning training programs in the area of general skill upgrading.

Whenever necessary, this Committee shall seek the assistance of external training resources such as Federal Human Resources Development Canada and Provincial Ministry of Labour, or other recognized training institutions.

#### **16.06 Consultation for Non-Contracting Out Changes**

The Employer shall provide notice and relevant information to the Union sixty (60) days in advance of an anticipated change which will affect the employment of the employee in the bargaining unit.

The parties shall meet with respect to the proposed initiative and explore a means whereby the matters arising may be accommodated. The parties shall use their best efforts to achieve the permanent or interim solution which best meets the needs of the proposed initiative.

#### **16.07 Labour Management Committee Duties**

The Labour Management Committee constituted shall ensure that health reform objectives are advanced; inefficiencies and utilization are reduced or eliminated; and employee workloads are not excessive or unsafe. Other issues that can be dealt with include training and retraining programs.

This Committee may seek the assistance of external training resources such as the Federal Human Resources Development

Canada and Provincial Ministry of Labour, or other recognized training institutions.

## **ARTICLE 17 – LAYOFF AND RECALL**

**17.01** Layoff shall be defined as the elimination of a job resulting from a reduction of the amount of work required to be done by the Employer, or the reduction of an employee’s regularly scheduled hours below the hours the employee was hired to perform.

**17.02** In the event of a layoff, regular full-time and part-time employees shall be laid off by job classification in reverse order of seniority within a Department, provided that there are available employees with greater seniority who have the qualifications and ability to do the work and are willing to do the work of the employees laid off.

**17.03** A laid-off employee may bump a junior employee in their Department, or the most junior employee in any Department, provided the laid off employee has more seniority and is willing and qualified and has the ability to do the job of the less senior employee. However, in no circumstances will an employee affect a promotion through a bump. A promotion shall be defined in this section as an increase in basic rate of pay in excess of three (3) percent of the existing basic rate of pay.

**17.04** Except in cases of an act of God, fire or flood, the Employer shall give each employee who has acquired seniority and who is to be permanently laid-off, written notice of lay-off, in accordance with the following schedule:

- (i) one (1) weeks’ notice after three (3) months continuous employment.
- (ii) four (4) weeks’ notice after twelve (12) months continuous employment.
- (iii) five (5) weeks’ notice after three (3) years continuous employment, plus one additional week’s wages for each

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additional year of employment, to a maximum of twelve (12) weeks’ notice.

The Employer may substitute the equivalent pay in lieu of notice. A copy of the notice of layoff shall be forwarded to the Union.

**17.05** Employees on layoff shall be recalled in order of seniority, subject to their qualifications and ability to do the work available. It shall be sufficient for the Employer to send notice of recall to the employee by registered mail to the employee’s last known address.

An employee who is recalled to work after a layoff must return to work within three (3) calendar days if unemployed and within fourteen (14) calendar days if employed elsewhere and required to provide notice to that employer. An employee employed elsewhere shall give the Employer notice of their intent to return within three (3) calendar days of receipt of the notice of recall.

**17.06** Laid off employees failing to report for work of an ongoing nature within the time frames outlined above will be deemed to have abandoned their right to employment.

**17.07** Laid off employees shall retain their seniority and perquisites accumulated up to the time of layoff for a period of up one (1) year, or until recalled, whichever is the lessor.

**17.08** If a laid-off employee is not recalled to work within twelve (12) calendar months of layoff, such employee shall be terminated by written notification at the expiration of the twelve (12) calendar month period.

**ARTICLE 18 – SCHEDULING PROVISIONS**

**18.01** The Employer shall post work schedules for a minimum of two (2) weeks at least two (2) weeks prior to the effective date of the schedule. Employees will not be scheduled to work more than



six (6) consecutive days or more than twenty (20) days in a four (4) week period. Employees shall be scheduled to have two (2) consecutive days off, unless otherwise mutually agreed between the employee and the Employer. Where the Employer intends to rework the rotation, the Employer shall discuss such proposed work rotation with the employees affected with the goal of reaching mutual agreement.

**18.02** Full-time and part-time employees shall be scheduled so as to provide for a minimum of twelve (12) consecutive hours off-duty, exclusive of overtime, between the completion of one work shift and the commencement of the next. Where it is not possible to schedule twelve (12) consecutive hours off-duty between scheduled work shifts, all hours by which such period falls short of twelve (12) consecutive hours shall be paid at overtime rates.

**18.03** Regular full-time employees shall not be required to work three (3) different shifts, being days, evenings or nights, in any six (6) calendar day posted in their work schedule.

**18.04** The Employer shall not adjust start and stop times by more than one (1) hour, without providing fourteen (14) calendar days’ notice. The fourteen (14) calendar days’ notice shall not apply where there is an emergency.

**18.05** In emergency situations beyond the Employer’s control, the Employer may give less than forty-eight (48) hours’ notice.

**18.06** Employees shall be in their respective assigned work locations, ready to commence work at their designated start times, and they shall not leave their working location at times or in a manner inconsistent with this agreement.

**18.07** Employees, who are unable to report for their scheduled shift due to personal illness or emergency, shall provide the Employer with notice at the earliest possible time to allow the Employer to cover the absence.

**18.08** Employees may exchange shifts with the prior written authorization of the Employer. There shall be no increased cost to the Employer as a result of a shift exchange. This provision is not intended to be used for extensive and/or ongoing shift exchanges between employees.

**18.09** Where an employee reports for work as scheduled and no work is available, such employee will be entitled to a minimum of four (4) hours pay at their basic rate of pay, provided that if requested by the Employer, the employee shall perform a minimum of four (4) hours of such available work as the Employer may assign. In the event that the Employer does not assign work, the employee shall be paid two (2) hours at the basic rate of pay.

**18.10** The BCNU Employees and the Employer will work together to develop a mutually agreeable work schedule that ensures each regular employee is scheduled off-duty an average of not less than one (1) weekend in every four (4) weekends. For the purposes of this Article a weekend means the period of time between 23:30 hours Friday and 07:30 hours Monday. By mutual agreement between the Employer and the Union, this provision may be waived.

## **ARTICLE 19 – HOURS OF WORK**

### **19.01 Hours of Work**

- a) A day shall commence at 00:01 hours and end twenty-four (24) hours later. A week shall commence at 00:01 hours Sunday and end at 24:00 hours on the Saturday following.
- b) It is understood and agreed that the provisions of this Article are intended only to provide a basis for calculating time worked. Employment letters shall be provided to newly hired employees outlining their status and regular hours of work.
- c) The regular work day and work week for full-time employees shall consist of either:
  - (i) seven-and-one-half (7½) hours of work exclusive of one-

half (1/2) hour unpaid meal break; or

(ii) Thirty-seven-and-one-half (37.5) hours per week.

- d) Where the Employer designates an employee to be in charge and they cannot leave the building during their meal break, the employee’s regular hours of work shall be eight (8) hours, inclusive of a one-half (1/2) hour paid meal break.

### **19.02 Rest and Meal Periods**

- a) All employees working a full seven-and-one-half (7½) hour shift shall receive a fifteen (15) minute paid rest period in each half of the shift.
- b) All employees working less than a full seven-and-one-half (7½) hour shift but a minimum of a four (4) hour shift, will receive one (1) fifteen (15) minute paid rest period.
- c) All employees working more than five (5) hours will receive a thirty (30) minute (no more, no less), unpaid meal break scheduled as closely as practical to the middle of the work day.
- d) Unpaid meal breaks and paid rest periods shall be scheduled in a manner which is consistent with the efficiency of operations.
- e) Where the Employer designates that an employee cannot leave the building during their meal break, the employee’s regular hours of work will be inclusive of a one-half (1/2) hour meal break.

Where an employee is recalled to duty during their unpaid meal period they shall have the remaining portion of their meal period rescheduled during the shift. Where the Manager/designate cannot reschedule the remaining portion of the meal period, the employee shall be paid at one-and-one-half (1½) times the regular rate of pay for such period.

### **19.03 Preferred Shifts**

- a) The Employer may wherever possible, and subject to operational requirements consider an employee’s request to

work preferred shifts, provided they are available. If the request is denied, the Employer will provide the employee with the reasons for the denial.

- b) The word “shift” for the purpose of this Agreement means the period when the majority of the hours scheduled falls within the day period (between 0700 hours and 1500 hours), evening period (between 1500 hours and 2300 hours) or night period (between 2300 hours and 0700 hours).

## **ARTICLE 20 – UNUSUAL JOB REQUIREMENTS OF A SHORT DURATION**

**20.01** The nature of retirement residences is such that at times it is necessary for an employee to perform work not normally required in an employee’s job and therefore, the requirements of the moment shall determine the type of work to be performed. It is understood that an employee shall not be expected to perform a task for which the employee is not trained.

**20.02** Every employee shall take reasonable care to protect the employee’s health and safety and the health and safety of other persons who may be affected by the employee’s acts and omissions at work.

## **ARTICLE 21 – SPLIT SHIFTS**

There shall be no split shifts worked except in cases of emergency.

## **ARTICLE 22 – OVERTIME**

**22.01** All overtime must be authorized in writing, in advance by the Employer except in cases of emergency.

**22.02** Authorized work performed in excess of:

- a) seven-and-one-half (7½) hours in a day; or

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- b) thirty-seven-and-one-half (37½) hours in a week, or where mutually agreed, forty (40) hours in a week, as the case may be;

shall be paid at the rate of one-and-one-half (1½) times the employee’s basic rate of pay.

Employees who are working hours of work subject to Variances shall be paid overtime for hours worked in excess of the hours specified in the Variance.

**22.03** Authorized work performed in excess of ten-and-one-half (10½) hours in a day shall be paid at the rate of two (2) times the employee’s basic rate of pay.

**22.04** Employees working more than six (6) consecutive days or more than twenty (20) days in a four (4) week period shall be paid overtime rates for such time worked in excess.

**22.05** Where an employee works more than two (2) hours of overtime, they shall receive a paid rest period of fifteen (15) minutes.

**22.06** Opportunities for overtime work shall be offered to employees within the classification on the basis of seniority. Employees may refuse to work overtime except in cases of emergency. When an employee does not agree that an emergency exists, the employee shall work such overtime and may file a grievance. If it is found that an emergency does not exist, all overtime hours worked shall be paid at the rate of two times (2x) the basic rate of pay.

**22.07** An employee required to work overtime adjoining their regularly scheduled shift shall be entitled to eight (8) clear hours between the end of the overtime work and the start of their next regular shift. If eight (8) clear hours of time off are not provided, overtime rates shall apply to all hours worked on the next regularly

scheduled shift.

## **ARTICLE 23 – CALL-IN**

**23.01** Where an employee reports for work at the call of the Employer but does not actually start working, the employee shall be paid a minimum of two (2) hours straight-time pay.

**23.02** Where an employee is called in to work prior to the commencement of their normally scheduled shift, those hours worked prior to the scheduled shift shall be paid at their basic rate of pay or the overtime rate of pay, as applicable. Except in cases of emergency, the employee may decline the call-in.

**23.03** Employees who are called back to work outside their normally scheduled working hours shall be paid their basic rate of pay or the overtime rate of pay, as applicable, for all hours worked, or for four (4) hours, whichever is greater. Except in cases of emergency, employees may decline the callback.

## **ARTICLE 24 – SHIFT AND WEEKEND PREMIUMS**

**24.01** Employees working the evening shift shall be paid a shift differential of eighty cents (\$0.80). Effective January 1, 2022 the shift differential shall increase to eight-five cents (\$0.85). Effective July 1, 2022, the shift differential increases to ninety cents (\$0.90) per hour for the entire shift worked. Employees working the night shift shall be paid a shift differential of one-dollar-and-thirty-five cents (\$1.35). Effective January 1, 2022 the shift differential shall increase to one-dollar-and-forty cents (\$1.40). Effective July 1, 2022, the shift differential increases to one-dollar-and-fifty cents (\$1.50) per hour for the entire shift worked.

**24.02** Employees shall be paid a weekend premium of seventy-five cents (\$0.75) per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday.

**24.03** Evening shift is defined as any shift in which the major portion occurs between 3:00 pm (1500 hours) and 11:00 pm (2300 hours). Night shift is defined as any shift in which the majority of hours worked fall between the hours of 11:00 pm (2300 hours) and 7:00 am (0700 hours).

**ARTICLE 25 – VACATION**

**25.01** Vacations with pay shall be granted to employees based on their length of continuous service as of December 31<sup>st</sup> of the preceding year as follows:

- a) For part-time employees (regularly scheduled to work less than twenty (20) hours per week) and casual employees:

<b>Years of Service</b>	<b>Vacation</b>	<b>Vacation Pay</b>
less than five (5) years’ service	two (2) weeks	4%
after five (5) years’ service	three (3) weeks	6%

- b) The following schedule of vacation entitlement shall apply to full-time and part-time employees working twenty (20) hours or more per week (qualifying time to be December 31 of the preceding year):

New employees who have been continuously employed at least six (6) months prior to December 31 will receive pro-rated vacation time based on total completed calendar months employed prior to December 31.

New employees who have not been employed six (6) months prior to December 31 will receive a partial pro-rated vacation after six (6) months’ service based on the total completed calendar months employed to December 31.

Employees with one (1) or more years of continuous service shall earn the following vacation with pay:

- 1 year’s continuous service – 20 work days’ vacation

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- 2 years’ continuous service – 20 work days’ vacation
- 3 years’ continuous service – 20 work days’ vacation
- 4 years’ continuous service – 20 work days’ vacation
- 5 years’ continuous service – 21 work days’ vacation
- 6 years’ continuous service – 22 work days’ vacation
- 7 years’ continuous service – 23 work days’ vacation
- 8 years’ continuous service – 24 work days’ vacation
- 9 years’ continuous service – 25 work days’ vacation
- 10 years’ continuous service – 26 work days’ vacation
- 11 years’ continuous service – 27 work days’ vacation
- 12 years’ continuous service – 28 work days’ vacation
- 13 years’ continuous service – 29 work days’ vacation
- 14 years’ continuous service – 30 work days’ vacation
- 15 years’ continuous service – 31 work days’ vacation
- 16 years’ continuous service – 32 work days’ vacation
- 17 years’ continuous service – 33 work days’ vacation
- 18 years’ continuous service – 34 work days’ vacation
- 19 years’ continuous service – 35 work days’ vacation
- 20 years’ continuous service – 36 work days’ vacation
- 21 years’ continuous service – 37 work days’ vacation
- 22 years’ continuous service – 38 work days’ vacation
- 23 years’ continuous service – 39 work days’ vacation
- 24 years’ continuous service – 40 work days’ vacation
- 25 years’ continuous service – 41 work days’ vacation
- 26 years’ continuous service – 42 work days’ vacation
- 27 years’ continuous service – 43 work days’ vacation
- 28 years’ continuous service – 44 work days’ vacation
- 29 years’ continuous service – 45 work days’ vacation

- c) The following supplementary vacation provisions shall apply:
  - (i) Upon reaching the employment anniversary of twenty-five (25) years of continuous service, employees shall have earned an additional five (5) work days’ vacation with pay.
  - (ii) Upon reaching the employment anniversary of thirty (30) years of continuous service, employees shall have earned an additional ten (10) work days’ vacation with



- pay.
- (iii) Upon reaching the employment anniversary of thirty-five (35) years continuous service, employees shall have earned an additional fifteen (15) work days’ vacation with pay.
  - (iv) Upon reaching the employment anniversary of forty (40) years of continuous service, employees shall have earned an additional fifteen (15) work days’ vacation.
  - (v) Upon reaching the employment anniversary of forty-five (45) years of continuous service, employees shall have earned an additional fifteen (15) work days’ vacation with pay.

The supplementary vacations set out above are to be banked on the outlined supplementary vacation employment anniversary date and taken at the employee’s option at any time subsequent to the current supplementary vacation employment anniversary date but prior to the next supplementary vacation employment anniversary date.

**25.02** Where a casual employee is promoted to full-time or part-time (regularly scheduled to work twenty (20) or more hours per week) status, such employee shall have their service for the purpose of vacation entitlement calculated based on the formula that 1,825 hours worked equals one (1) year’s vacation entitlement and any portion in excess of 1,825 shall be credited as a part year. The service date so established for vacation entitlement shall have no bearing on the employee’s seniority date.

**25.03** Casual employees shall receive the applicable percentage of straight pay on each pay cheque in lieu of scheduled vacations.

**25.04** Upon receipt of fourteen (14) calendar days written notice, the Employer shall pay to the employee, immediately prior to the commencement of their vacation an amount equivalent to their vacation pay earned, up to the amount of vacation time being

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taken. Where the employee does not so request, the employee shall receive vacation pay on their regular pay.

**25.05** There shall be no carryover of vacation from one vacation year to the next, nor shall there be any advancement of vacation except by mutual agreement of the employee and the Employer.

**25.06** Department vacation request lists will be posted by January 15<sup>th</sup> of each year. Subject to operational requirements, seniority will be a factor in determining vacation requests received prior to March 1<sup>st</sup> of each year, if no other agreement can be reached among employees. Requests received after March 1<sup>st</sup> will be approved on a first come, first served basis, subject to operational requirements. Where an employee chooses to split their annual vacation, their second choice of vacation shall be made only after all other employees concerned have made their initial selection. The vacation schedule shall be posted by April 1<sup>st</sup>.

**25.07** An employee who terminates their employment for any reason shall be paid any outstanding vacation pay as provided in Article – 25.01, Vacation. Payments made to an employee for vacation days that exceed any overtaken entitlement will be deducted from the final pay cheque.

**25.08** Where an employee qualifies for sick leave requiring hospitalization, or bereavement leave during their period of vacation, there shall be no deduction from vacation credits.

**25.09** Where an employee is called back to work during their scheduled vacation, they shall be paid two (2) times their regular rate of pay for all hours worked, and any vacation so displaced shall be rescheduled. Reasonable and substantiated travel expenses incurred shall be reimbursed. Employees shall not be recalled except in case of emergency.

## **ARTICLE 26 – PAID HOLIDAYS**

### **26.01 Paid Holidays**

- a) Full-time employees shall receive the following holidays with pay:

New Year’s Day	Labour Day
Family Day	<u>National Day for Truth and</u>
Good Friday	<u>Reconciliation</u>
Easter Monday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
B.C. Day	Boxing Day

Employees will be entitled to thirteen (13) statutory holidays and such other holidays as may be in future proclaimed or declared by either the Federal or Provincial Governments.

- b) Where one of the above noted named holidays falls on a Saturday or Sunday, an alternate day may be designated by the Employer as the paid holiday.

### **26.02 Holiday Lieu Pay**

- a) Holiday pay for a full-time employee who works regular hours will be computed on the basis of the number of hours the full-time employee would have worked had there been no holiday, at their regular rate of pay.
- b) Effective in the second pay period following ratification of the Collective Agreement, part-time and casual employees shall be paid five point two percent (5.2%) of their basic rate of pay on each pay, in lieu of paid time off.

### **26.03 Holiday Falling on a Day of Rest**

If one of the above-named holidays occurs on a full-time employee’s regular day off, or during their vacation period, the full-time employee shall receive an additional day off with pay in lieu thereof, unless otherwise arranged between the full-time

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employee and the Employer, or the full-time employee shall receive a day’s pay. Lieu days arising from designated paid holidays shall be scheduled with the mutual agreement of the Employer subject to operational requirements. Full-time employees will have the option of taking the lieu day in time off or in pay.

**26.04 Absences on a Paid Holiday**

- a) Any employee scheduled to work on a holiday, and who does not report for work, shall forfeit her holiday pay, unless the absence is due to illness verified by a doctor’s certificate, or due to bereavement, in which case the employee will receive holiday pay as stipulated in Article 26.02 above.
- b) For clarification purposes of when a paid holiday begins and ends, the first shift of the day shall be the shift where the majority of hours are completed before 8:00 am.

**26.05 Holiday Pay for Full-Time Employees**

Full-time employees who are required by the Employer to work on a designated holiday, except Christmas Day, will receive:

- a) One-and-one-half times ( $1\frac{1}{2} \times$ ) the regular rate of pay for hours worked on that day, plus
- b) another day off with pay.

Full-time employees who are required by the Employer to work on Christmas Day will receive:

- a) two times (2x) the regular rate of pay for hours worked on that day, plus
- b) another day off with pay.

**26.06 Holiday Pay for Part-Time and Casual Employees**

Part-time and casual employees who are required by the Employer to work on a designated holiday, except Christmas Day, will receive one-and-one-half times ( $1\frac{1}{2} \times$ ) their regular rate of pay

for hours worked on that day.

Part-time and casual employees who are required by the Employer to work on Christmas Day, will receive two times (2x) their regular rate of pay for hours worked on that day.

**26.07** Every effort will be made to schedule such public holidays or their equivalent days, as additions to the employee's two (2) regularly scheduled days off per week so that employees will receive as many three-day breaks during each year as possible.

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

**26.09** 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.

**26.10 Pay for Overtime on a Paid Holiday**

Where an employee works overtime on a paid holiday, such employee shall be paid two times (2x) the rate of pay for any such hours.

**ARTICLE 27 – SICK LEAVE**

**27.01** Pay for sick leave is for the sole and only purpose of protecting employees against loss of income arising from personal illness or injury and will be granted to all full-time and part-time employees regularly scheduled to work twenty (20) hours or more per week and who have completed the probationary period on the following basis:

- a) for those full-time and part-time employees regularly scheduled to work twenty (20) or more hours per week and who have completed the probationary period and have less than one (1) year of service, they may be paid one-hundred

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percent (100%) of their wages for the first two (2) weeks of absence due to illness or injury and then seventy percent (70%) of their wages for the remainder of the absence to a maximum of thirteen (13) weeks.

- b) for those full-time and part-time employees regularly scheduled to work twenty (20) or more hours per week and who have completed one (1) year of service and less than four (4) years of service, they may be paid one-hundred percent (100%) of their wages for the first five (5) weeks of absence due to illness or injury and then seventy percent (70%) of their wages for the remainder of the absence to a maximum of ten (10) weeks.
- c) for those full-time and part-time employees regularly scheduled to work twenty (20) hours or more per week and who have completed four (4) years of service and less than eight (8) years of service, they may be paid one-hundred percent (100%) of their wages for the first ten (10) weeks of an absence due to illness or injury, and then seventy percent (70%) of their wages for the remainder of the absence to a maximum of five (5) weeks.
- d) for those full-time and part-time employees regularly scheduled to work twenty (20) hours or more per week and who have completed more than eight (8) years of service, they may be paid one-hundred percent (100%) of their wages for up to fifteen (15) weeks of an absence due to illness or injury.

NOTE: Employees currently off on sick leave, and whose absence extends beyond January 1, 2022, will be grandfathered under the former language provisions for purposes of their current illness only. It is agreed that for any subsequent periods of illness, the employee’s sick leave would fall under the amended entitlement provisions above.

**27.02**

- a) In order to qualify for sick leave pay as defined under Article 27.01 above, the employee must be examined by a licensed

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physician on a timely basis, but in any case not later than five (5) days after the onset of the illness or injury. The attending physician’s statement may be required to approve an employee’s claim for sick leave benefits.

- b) In the event of absence of three (3) days or longer, the employer may require a medical certificate for the employee to be eligible for sick leave pay.

**27.03** If an employee has received sick pay for an absence due to illness or injury, and the disability recurs within a three (3) month period, the Employer may require a medical certificate from the employee’s licensed physician.

**27.04** During any year of service with the Employer, an employee may not receive in excess of fifteen (15) weeks of sick pay benefits as set out above.

**27.05** An employee shall not be eligible for any benefits noted above if:

- a) the absence is due to an occupational injury or sickness covered by the Workers’ Compensation plan.
- b) the illness or injury is intentionally self-inflicted.
- c) the absence is a result of cosmetic surgery.
- d) the absence results from disability incurred from riots, war, willful participation in disorderly conduct or while serving in any armed forces.
- e) the employee engages in an occupation or employment for wages or profit.

**27.06** After an absence due to illness or injury, the Employer is entitled to require documentation from a physician or from Workers’ Compensation Board, certifying that the employee is medically able to resume the full duties of the position.

**27.07** Employees who are absent from work because of sickness shall contact their supervisor or the designated person in charge

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on a regular basis regarding the status of their condition and/or the anticipated date of return to work.

**27.08** Employees who have been absent from work due to extended illness or injury must provide sufficient notice to the Employer prior to their return to work so as to enable the Employer to make necessary adjustments in the work schedule.

**27.09** Should an employee recover any monies paid by the Employer as sick leave pay, as compensation for lost wages from ICBC, WCB, a private insurer or any other source, the Employer shall be reimbursed for any sick leave pay that it may have paid to the employee and the employee’s sick leave credits shall be proportionately reinstated.

**ARTICLE 28 – OCCUPATIONAL HEALTH AND SAFETY COMMITTEE**

**28.01** The parties agree that a Joint Occupational Health and Safety Committee will be established. The Committee shall meet at least once every month.

**28.02** The Committee shall govern itself in accordance with the provisions of the Occupational Health and Safety Regulations made pursuant to the *Workers’ Compensation Act*.

**28.03** The Employer and the Unions will each appoint no more than four (4) persons to serve on the Committee; one of whom will be a BCNU Registered Nurse. The Employer and the Unions may agree to increase the number of employee representatives. There shall be one Employer and one Union co-chair who shall preside over meetings on an alternating basis. The minutes of each meeting will be provided to Committee members and forwarded to each Union’s office and full-time representative within seven (7) days of their completion. For the BCNU, minutes will be sent to [ohsreports@bcnu.org](mailto:ohsreports@bcnu.org) and for HEU, minutes will be sent to [healthandsafety@heu.org](mailto:healthandsafety@heu.org).



**28.04** In addition to persons appointed by the parties, either party may involve other employees of the residence who are neither members of the Bargaining Unit or Management, provided such is done by mutual agreement. An employee who believes their workload is unsafe or consistently excessive shall discuss the problem with their supervisor. If the issue is not resolved, then the issue shall be tabled with the Labour/Management Committee. The Committee may consider the suggestions of outside resources regarding unresolved health and safety issues.

**28.05** 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. Employees who are members of the Committee shall be granted leave without loss of pay or receive straight time regular wages to participate in workplace inspections and accident investigations at the request of the Committee pursuant to the WCB Industrial Health and Safety Regulations.

**28.06** When the Employer is aware that a resident has a history of aggressive behaviour, the Employer will make such information available to the employee. In-service and/or instruction in caring for the aggressive resident and on how to respond to a resident’s aggressive behaviour will be provided by the Employer. The Employer will review the curriculum with the Occupational Health and Safety Committee.

**28.07** The Occupational Health and Safety Committee may use the resources of the Workers’ Compensation Board to provide information to the Committee members in relation to their role and responsibilities. The Committee will increase the awareness of all staff on such topics as: workplace safety, safe lifting techniques, dealing with aggressive residents, WHMIS and the role and function of the Occupational Health and Safety Committee. The Committee will foster knowledge and compliance with the Industrial Health and Safety Regulations by all staff.

**28.08** The Employer will provide orientation or in-service which is necessary for the safe performance of work, including universal precautions, the safe use of equipment, safe techniques for lifting and supporting residents and the safe handling of materials and products. The Employer will also make available information, manuals and procedures for these purposes. The Employer will provide appropriate safety clothing and equipment.

**28.09** The Occupational Health and Safety Committee may make recommendations on ergonomic adjustments and on measures to protect pregnant employees as far as occupational health and safety matters are concerned.

**28.10 Vaccination and Inoculation**

- (a) The Employer agrees to take all reasonable precautions, including in-service seminars, to limit the spread of infectious diseases among employees.
- (b) Where the Employer or Occupational Health and Safety Committee identifies high risk areas which expose employees to infectious or communicable diseases for which there are protective immunizations available, such immunizations shall be provided at no cost to the employee.
- (c) The Employer shall provide Hepatitis B vaccine, free of charge, to those employees who may be exposed at the worksite.
- (d) Medical Examination, Vaccination and Inoculation: Employees refusing to take the influenza vaccine shall not have their employment terminated for that reason. Employees working at alternate worksite(s) must advise the Employer if their alternate worksite(s) is in outbreak as confirmed by the Health Authority. Such employees shall be placed in an unpaid leave of absence or transferred to another unit during the period of the outbreak.

### **28.11 Critical Incident Stress Defusing**

A workplace critical incident is an event (an injury, fatality, or robbery, etc.) that causes emotional or psychological trauma in people exposed. It is a sudden, powerful event outside the range of normal experience – and outside of the worker’s 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 WorkSafe BC’s Critical Incident Response program. Leave to attend such a session will be without loss of pay.

### **28.12 Violence in the Workplace**

- (a) Violence means the attempted or actual exercise by a person, other than a worker, of any physical force so as to cause injury to a worker, and includes any threatening statement or behavior which gives a worker reasonable cause to believe they are at risk of injury.

The requirements for risk assessment, procedures and policies, the duty to respond to incidents and to instruct workers are based on the recognition of violence in the workplace as an occupational hazard. This hazard is to be addressed by the occupational health and safety program following the same procedures required by the Occupational Health and Safety Regulations that address other workplace hazards.

(b) **Violence Program**

The Employer will establish a violence program or review the existing program where one is in place. This will be done within the Occupational Health and Safety Committee or a subcommittee of that committee. The program will include:

- i. A Policy Statement on violence
- ii. Risks Assessments

- iii. Written Supplementary Instructions
- iv. Worker and Supervisory Training
- v. Incident Reporting and Investigation
- vi. Incident Follow-up
- vii. Program Review

### **28.13 Respectful Workplace**

The parties are committed to promoting a work environment in which all those who enter the site will conduct themselves in a civil, respectful, and cooperative manner. A safe environment is important for staff and contributes to providing the highest possible standard of care. Staff should expect to work in, and where the risk of violence is minimized.

The Employer will publish a clear policy for promoting and maintaining a respectful environment. These policies will be accessible to staff and the users of the health care system regarding expectations and consequences of inappropriate behaviour, aggression and violence.

### **28.14 Communicable Diseases**

The Employer agrees to take all necessary safety precautions to deal with the threat of communicable disease, including adequate education of employees concerning the disease, provision and training on proper use of Personal Protective Equipment if appropriate and the provision of any available precautionary treatments. As per the *Workers’ Compensation Act* the Employer will keep written records of all employees exposed to infectious diseases.

### **28.15 Employee Obligations**

Every employee must take reasonable care to protect their health and safety and the safety of other persons who may be affected by the employee’s acts or omissions at the workplace. Further, every employee will carry out their work in accordance with the applicable statutory requirement pertaining to occupational health

and safety.

### **28.16 Transportation of Accident Victims**

Transportation to the nearest physician or hospital and return transportation to the worksite or the employee’s residence for employees requiring immediate medical care as a result of an on-the-job accident shall be at the expense of the Employer. Return transportation to the employee’s home shall not be provided by the Employer where someone at the employee’s home can reasonably provide such transportation.

### **28.17 Working Alone or in Isolation**

The Employer will ensure there is a check in program in place for those who work alone under which conditions may present a risk of disabling injury as outlined in the WorkSafe BC Regulations. This will be done in consultation with the Occupational Health and Safety Committee.

The Occupational Health and Safety Committee shall have the mandate to review procedures established by the Employer to check the well-being of employees working alone or in isolation under conditions which present a risk of disabling injury where the employee may not be able to secure assistance in the event of injury. The Committee shall have the right to make recommendations to the Employer regarding such procedures.

**28.18** No employee shall be disciplined for refusal to work when excused by the provisions of the *Workers’ Compensation Act* and regulations.

## **ARTICLE 29 – LEAVES OF ABSENCE**

### **29.01 General Leave**

- a) A regular employee who has completed the probationary period may request a leave of absence without pay, subject to the Employer’s approval. An employee who wishes to

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apply for such leave shall, except in cases of emergency, state their request in writing at least two (2) weeks prior to the commencement of the requested leave. The request shall include the commencement date and the reason for the request. Subject to the Employer’s operational requirements, the leave shall not be unreasonably withheld.

- b) When such leave is authorized, health and welfare benefits shall be maintained for the first twenty (20) work days. Except in the case of all parental and WCB leaves, if the unpaid leave of absence exceeds twenty (20) work days in any year, the health and welfare benefits shall be paid entirely by the employee. Upon return from such leave, the employee will be returned to their former classification and increment step, if it still exists, or if it does not, to a comparable classification.

**29.02 Leave of Absence for Union Business**

- a) The Employer shall grant leaves of absence to employees to attend Union Conventions and other Union business. Seniority and all other benefits shall accumulate during such leave. The Union agrees that such leave will not unduly affect the proper operations of the Employer.
- b) In requesting such leaves of absence, the Union shall attempt to give fourteen (14) days written notice to the Employer to be confirmed in writing. The Employer will attempt to respond to the application within three (3) days (exclusive of weekends and statutory holidays).
- c) Leave of absence shall be granted to employees designated by the Union for the purpose of collective bargaining. Seniority and all benefits shall accumulate during such leave.
- d) Employees on such leave of absence will be paid by the Employer who will be reimbursed by the Union. The reimbursement shall cover the cost for wages and benefits involved for that employee.

### **29.03 Unpaid Leave – Public Office**

Employees shall be granted unpaid leave of absence to enable them to run for elected public office and if elected, to serve their term(s) of office subject to the following provisions:

- a) Employees seeking election in a Municipal, Provincial or Federal election shall be granted unpaid leave of absence for a period up to ninety (90) calendar days.
- b) Employees elected to public office shall be granted unpaid leave of absence for a period of up to five (5) years.

## **ARTICLE 30 – MATERNITY, ADOPTION AND PARENTAL LEAVE**

**30.01** An employee shall qualify for maternity, adoption or parental leave upon completion of the initial probationary period.

**30.02** The employee shall normally provide the Employer with four (4) weeks written notice in advance of the intended commencement and completion dates of the leave. In the case of pregnancy, the employee shall provide the Employer with a medical doctor’s certificate of the estimated date of delivery.

**30.03** An employee who is pregnant, or who adopts a child is entitled to seventeen (17) consecutive weeks of unpaid leave. Such employee may request an additional sixty-one (61) weeks of unpaid parental leave.

**30.04** A birth father who requests parental leave, or an employee who is adopting who requests parental leave is entitled to sixty-two (62) consecutive weeks of unpaid leave beginning at the end of maternity leave, or within seventy-eight (78) weeks of the child being placed with adopting parents, or for a birth father, within seventy-eight (78) weeks after the child’s birth.

**30.05** Where an employee intends to return to work sooner, or later than the original date, they shall give the Employer at least

four (4) weeks written notice in advance. Parental leave may be extended without pay beyond the parental leave period when recommended and certified by a medical doctor, to a maximum of six (6) weeks.

**30.06** On completion of maternity, adoption, or parental leave, the employee shall be placed in the same or comparable position to that held prior to the leave.

**30.07** Where a former employee who has resigned for the purpose of raising a dependent child, is successful in obtaining a posted position with the Employer within three years of their termination, the employee shall retain their former increment and have their previous years of service recognized for the purpose of determining vacation entitlement only. Such employee shall serve the normal probationary period.

## **ARTICLE 31 – BEREAVEMENT LEAVE**

**31.01** Bereavement leave of absence for three (3) days with pay shall be granted to a regular employee (taken within a reasonable period) at the time of notification of death upon application to the Employer in the event of a death of a member of the employee’s immediate family. This shall include parent (or alternatively step-parent or foster parent), spouse, child, step-child, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, legal guardian, ward and relative permanently residing in the employee’s household or with whom the employee permanently resides.

Such bereavement leave shall be granted to employees who are on the other paid leaves of absence including sick leave and annual vacations. When bereavement leave of absence with pay is granted, any concurrent paid leave credits used shall be restored.

Bereavement leave of absence with pay shall not apply when an



employee is on an unpaid leave of absence.

An employee who suffers a loss of pregnancy after 20 weeks shall be entitled to Bereavement Leave.

**31.02** Paid leave of up to two (2) days in addition to bereavement referred to above may be taken for travel with bereavement leave.

## **ARTICLE 32 – JURY AND WITNESS DUTY**

- a) Regular employees who serve on a jury or are called as witnesses for the Crown, provided the court action is not occasioned by the employee’s personal affairs, shall be granted leave of absence with pay.
- b) Should the employee receive any witness or jury fees, these amounts will be deducted from the Employee's pay during the period noted above. The amount of the deduction shall not exceed the employee’s regular rate of pay for the period noted above.
- c) The employee shall not be required to turn over any monies received for travel allowance or meal allowance.

## **ARTICLE 33 – FAMILY RESPONSIBILITY LEAVE AND MARRIAGE LEAVE**

**33.01** An Employee is entitled to request up to five (5) days of leave during each employment year to meet responsibilities related to the care, health or education of a child in the employee’s care, or the care or health of any member of the employee’s immediate family, two of which may be paid.

Immediate family shall mean the spouse, child, parent, guardian, sibling, grandchild or grandparent of an employee and any person who lives with an employee as a member of the employee’s family.

**33.02** Marriage leave of three (3) unpaid days shall be granted

upon application of the employee.

## **ARTICLE 34 – EDUCATION**

**34.01** Where a licence is required as a condition of employment to perform the duties of an employee’s position, the employee shall be responsible for all costs of acquiring and maintaining such membership.

**34.02** Leave of absence without loss of pay, seniority and benefits shall be granted to employees whenever the Employer requests, in writing, that the employee take designated courses and/or examinations. The cost of the course and/or any examination fee and reasonable and substantiated expenses incurred in taking the course and/or examination shall be paid by the Employer.

**34.03** The parties recognize the value of in-service and of encouraging employees to participate in in-service. Employees scheduled by the Employer to attend in-service seminars shall receive regular wages.

### **34.04**

a) After three (3) years’ of continuous service, an employee may request an unpaid leave of absence to take educational courses relating to the delivery of health care, subject to the following provisions:

- (i) the employee shall give the longest possible advance notice in writing. Where an employee requests an unpaid leave of absence in excess of four (4) calendar months, such employee shall make every effort to give six (6) calendar months’ advance notice in writing of such request;
- (ii) every effort shall be made by the Employer to comply with such request, providing that replacements to ensure proper operation of the department can be found;
- (iii) the Employer shall respond to any request in writing.

- b) i) A regular employee shall be granted leave from scheduled work shifts without loss of pay, and reasonable expenses, to take courses related to their occupation, where the Employer has approved an employee request to take such courses or where the Employer has offered such courses to employees on an optional basis.
- ii) Subject to the above approval and operational requirements, the Employer shall grant one (1) day’s education leave of absence with pay for hours as posted for each regularly scheduled work day that individual regular employee gives one (1) day of their own time. Such educational leave of absence with pay is not to exceed three (3) days of Employer-paid contribution for the term of this Agreement.
- iii) The cost of the above courses, including tuition, registration fees, and course required books, shall be shared between the Employer and the employee on a 50-50 cost share basis.
- iv) The Employer shall respond in writing to a request within 14 days of the written request being received by the Employer.

### **34.05 Training in Specific Areas**

An employee may indicate in writing to the supervisor, areas where they requests to be trained in. When the Employer decides such opportunities are available, the Employer will train, on the basis of seniority, employees who are able to do the work.

## **ARTICLE 35 – HEALTH AND WELFARE BENEFITS**

**35.01** Eligible employees may elect to enroll in any or all of the group insurance plan(s) at the time of hire. Employees who have elected to enroll in a particular plan may withdraw at any time. An employee who has enrolled in a plan or has withdrawn may enroll in a plan subject to carrier approval and conditions. Re-enrollment shall occur only at the sign-up opportunities in January and July.

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**35.02** Full-time regular employees and regular part-time employees regularly scheduled to work twenty (20) hours or more per week, the Employer agrees to contribute one-hundred percent (100%) of the premium costs for the Life Insurance Plan which provides coverage of three (3) times annual insurable earnings of those employees under age sixty-five and one times the annual insurable earnings of those employees beyond the age of sixty-five and under the age of seventy. Employees shall reduce to one times coverage on the date the employee attains age sixty-five.

**35.03** For full-time regular employees and part-time regular employees regularly scheduled to work twenty (20) hours or more per week, and who are under the age of sixty-five, the Employer agrees to contribute one-hundred percent (100%) of the premium costs of the Long-Term Disability Plan.

**35.04** For full-time regular employees and part-time regular employees regularly scheduled to work twenty (20) hours or more per week, the Employer agrees to contribute one-hundred percent (100%) of the premium costs of the Health Insurance Plan.

**35.05** For full-time regular employees and part-time regular employees regularly scheduled to work twenty (20) hours or more per week, the Employer agrees to contribute one-hundred percent (100%) of the premium costs of the Dental Plan.

**35.06** The selection of the insurance carrier for any benefits referred to in this Article is in the sole discretion of the Employer. Benefits are only available to full-time regular employees and part-time regular employees regularly scheduled to work twenty (20) hours or more per week, who have completed the probationary period.

**ARTICLE 36 – UNIFORMS**

**36.01** Where the Employer requires the employee to wear a uniform, the Employer will provide such uniform.

**36.02** The employee shall have the responsibility of cleaning and maintaining their uniform in a state of good repair, and shall receive an allowance of ten cents (10¢) per hour worked, except where the Employer has agreed to clean and maintain the employee’s uniform.

## **ARTICLE 37 – TRANSPORTATION ALLOWANCE**

**37.01** For occasions when an employee is authorized to use their vehicle while on the Employer’s business, reimbursement of forty-six cents (46¢) per kilometer will be provided.

**37.02** Where an employee is authorized to use their own vehicle while on the Employer’s business for a sufficient number of occasions in a month to require ICBC business insurance on their vehicle, the Employer shall reimburse the employee for that portion of the ICBC vehicle insurance premium relating to business use of their vehicle.

## **ARTICLE 38 – SUPERIOR CONDITIONS**

No employee who is at present receiving a more favorable rate or condition than is specified in this Collective Agreement shall incur a reduction in such rate or condition unless a reduction in such rate or condition was/is negotiated.

## **ARTICLE 39 – SUBSTITUTION**

**39.01** Where an employee is required by the Employer to perform the duties of a higher-ranking bargaining unit position for four (4) hours or more, such employee shall be paid the rate in the higher classification that is next above the employee’s own wage rate, or the equivalent of twenty dollars (\$20) per month prorated, for all such hours worked in the higher ranking bargaining unit position.

**39.02** 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.

**39.03** If the temporary transfer is to a lower rated job at the request of the employee, or as the result of exercising the right to bump in the event of a layoff, then the employee shall be paid the lower hourly rate of pay.

**39.04** Where an employee is required by the Employer to perform the duties of a non-bargaining unit position for one (1) full shift or more, the employee shall receive their own rate for their classification plus five percent (5%) for the entire period, for all such hours worked in the non-bargaining unit position.

**39.05** In no circumstances shall there be pyramiding of wages and/or benefits.

## **ARTICLE 40 – RESPONSIBILITY PAY – NURSES ONLY**

A nurse designated in charge of a Residence for three (3) hours or more shall be paid a responsibility allowance of \$1.25. Effective January 1, 2022, the allowance shall increase to \$1.30. Effective July 1, 2022, the allowance increases to \$1.35 per hour.

## **ARTICLE 41 – PENSION PLAN**

**41.01** The Employer shall continue a Pension Plan which will be available to all full-time and part-time employees, regularly scheduled to work twenty (20) hours or more per week, upon completion of twelve (12) months of service with the Employer for full-time employees and upon completion of twenty-four (24) months of service with the Employer for part-time employees provided the part-time employee has earned at least thirty-five percent (35%) of the Canada Pension Plan maximum pensionable earnings in the past two (2) consecutive calendar years prior to application for membership. Eligible employees shall have the option of participating in the plan. Participation in the Plan is voluntary.

**41.02** The Pension Plan will be a defined contribution pension plan.

**41.03** Each participating employee shall contribute three percent (3%) of regular earnings up to the Yearly Maximum Pensionable Earnings and five-and-two-tenths percent (5.2%) of regular earnings above the Yearly Maximum Pensionable Earnings to the Plan. Effective July 1, 2022, the contribution rate shall increase to three-point-two-five percent (3.25%) of regular earnings up to the Yearly Maximum Pensionable Earnings, and five-and-two-tenths percent (5.2%) of regular earnings above the Yearly Maximum Pensionable Earnings to the Plan. The Employer will contribute an amount equal to the employee’s required contribution.

Details of the plan shall be outlined in the Plan document.

## **ARTICLE 42 – PROFESSIONAL RESPONSIBILITY**

**42.01** In the interest of safe resident care and safe nursing practice, the parties agree to the following problem-solving process to address employee concerns relative to resident care including:

- a) nursing practice conditions
- b) safety of residents and staff
- c) workload.

**42.02** The employee with a concern will discuss the matter with their immediate supervisor with the objective of resolving the concern. At their request, the employee may be accompanied by a steward.

**42.03** If the matter is not resolved to their satisfaction, the employee may complete a Professional Responsibility Report Form within seven (7) calendar days of their discussion with their immediate supervisor. The employee retains the original and

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forwards copies to the Chair of the Labour Management Committee and the Director of Health and Wellness.

**42.04** If the matter is not resolved to their satisfaction, the employee shall then proceed to have the concern addressed through the grievance procedure outlined in Article - 8 Grievance Procedure.

**42.05** If additional staff is immediately necessary due to emergent circumstances either within a particular shift or for the next shift, the Registered Nurse designated in charge shall have the authority to call in additional staff. For such call-ins, call in by seniority shall not apply.

## **ARTICLE 43 – PAY DAYS**

**43.01** Employees shall be paid by direct deposit bi-weekly subject to the following provisions:

- a) The pay statement given to the employees shall include the designation of statutory holidays paid, the listing of all adjustments including overtime and promotions, the cumulative amount of sick leave and an itemization of all deductions.
- b) Employees will receive their pay statement on the pay day.
- c) When an employee resigns, the Employer shall pay all wages owing to the employee within six (6) days of the date of their resignation. Payments made to an employee for days that exceed any entitlement will be deducted from the final paycheque.

When an employee is laid off or their services are terminated, the Employer shall pay all wages owing to the employee within forty-eight (48) hours, exclusive of Saturdays, Sundays or holidays.



## **ARTICLE 44 – INCREMENTS**

**44.01** All full-time employees shall move to the increment step indicated in Addendum II - Classification and Wage Rates based on the length of continuous service from their most recent date of hire with the Employer.

**44.02** Part-time and Casual employees (except for Registered Nurses only) shall move to the increment step indicated in Addendum II - Classification and Wage Rates based on the accumulated hours worked since their most recent date of hire.

**44.03** Part-time Registered Nurses only shall each move to the increment step indicated in Addendum II - Classification and Wage Rates based on the length of continuous service from their most recent date of hire with the Employer.

## **ARTICLE 45 – PREVIOUS EXPERIENCE**

### **45.01**

- a) When a new employee is recruited, the Employer will consider previous comparable experience provided such experience was obtained within the previous twenty-four (24) month period. At the Employer’s discretion, the employee may be commenced at any step in the wage grid for the classification as found in the Addendum II – Classification and Wage Rates.
- b) For a newly hired employee, documented prior relevant experience as determined by the Employer, is recognized provided not more than 24 months have elapsed since such experience was obtained. The newly hired employee is placed in the prevailing wage progression grid at the step reflecting one increment for each completed 1,950 hours of experience.

**45.02** A former employee, hired to perform a previously performed job, within three (3) months of their termination, may at the Employer’s discretion be commenced at any step in the wage

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grid classification as found in Addendum II – Classification and Wage Rates.

**45.03** Employees who have left the Employer and are subsequently re-hired shall have their service recognized from the most recent date of hire only.

**ARTICLE 46 – WAGE RATES AND LUMP SUM PAYMENTS**

Employees shall be paid in accordance with the wage schedules as set out in the Addendum II – Classification and Wage Rates.

**ARTICLE 47 – PORTABILITY**

A new employee who, within three (3) months prior to date of hire, was employed at another HCN – Revera Lessee residence within British Columbia, shall have their prior service with HCN – Revera Lessee recognized for the purpose of determining seniority and vacation entitlement level.

**ARTICLE 48 – NOTICE OF UNION REPRESENTATIVE VISITS**

**48.01** The Union shall provide reasonable notice to the Employer when the Senior Union Official or their designated representative intends to visit the Employer’s place of business for the purpose of conducting union business.

**48.02** If possible, the Union shall specify the anticipated duration of the visit.

**48.03** Any access as set out above must not result in any disruption to the Employer’s operation or affairs, and it must not result in any employee neglecting their work duties or responsibilities.

**ARTICLE 49 – BULLETIN BOARDS**

The Employer agrees to supply exclusive bulletin boards for the posting of union notices in such place so as to inform employees in the bargaining unit of the activities of the Union. The location of the bulletin boards shall be determined by mutual agreement.

**ARTICLE 50 – EMPLOYER PROPERTY AND PERSONAL PROPERTY**

**50.01** Employees must return to the Employer all Employer property provided to them for the performance of their duties at the time of termination. The Employer shall take such action as required to recover the value of all Employer property not returned by the terminating employee.

**50.02** Where an employee’s personal possessions are damaged by a resident or guest, and upon submission of reasonable proof within fourteen (14) calendar days of such incident, the Employer shall pay for the repair or replacement costs, provided such personal possessions are of a type suitable for use while on duty.

**50.03** Where there is a practice of the Employer supplying tools to employees, such practice shall continue. The Employer shall replace tools upon satisfactory proof that they have been lost, broken or stolen while being used in the work of the Employer. The Employer may request that the employee demonstrate that they have taken reasonable precautions to protect the tools against loss, theft or misuse.

**ARTICLE 51 – LOCKUP OF PERSONAL EFFECTS**

The Employer will provide an adequate number of lockers for staff to secure their personal belongings while at work.

## **ARTICLE 52 – INDEMNITY**

### **52.01 The Employer will:**

- a) exempt and save harmless employees from any liability action arising from the proper performance of their duties for the Employer, as directed and/or authorized by the Employer; and
- b) assume all costs, legal fees and other reasonable expenses arising from any such action, provided the Employer has conduct of the action.

## **ARTICLE 53 – LEGAL PICKET LINE**

Refusal to cross a legally established picket line arising out of a labour dispute as defined in the *Labour Relations Code*, shall not constitute cause for discipline or dismissal. An employee who refuses to cross a legally established picket line shall be considered to be absent without pay.

## **ARTICLE 54 – RETURN TO WORK**

### **54.01 Preamble**

The parties recognize that the prevention of injuries and the rehabilitation of injured employees are equally important goals and that return to work programs are part of an injury prevention and rehabilitation program.

### **54.02 Mutual Commitment and Voluntary Participation**

The Employer and the Union are committed to a voluntary return to work program that addresses the needs of those able to return to work. An employee’s participation must include the consent of the employee’s physician.

### **54.03 Confidentiality**

The parties will ensure that full confidentiality concerning an employee’s participation in a return to work program is guaranteed. The Employer shall not have contact with the

employee’s physician without the employee’s consent.

#### **54.04 Individual Employee Participation In a Return to Work Program**

Prior to commencement of a return to work initiative for individual employees, the Employer, the employee (and the Union representative) shall discuss the planned program and its duration. These specifics will be confirmed in writing to all involved.

An employee involved in a return to work program will be employed in a capacity which is in keeping with the employee’s health and ability to perform work.

#### **54.05 Availability**

The return to work program will be available to WCB claimants, LTD claimants, convalescent employees and injured employees. It will include such initiatives as modified work, rehabilitation and ergonomic adjustments. Each return to work program will be tailored to the needs of individual employees by the Employer. When an employee returns to the workforce, the appropriate workplace orientation will be provided by the Employer.

#### **54.06 General Provisions**

An employee’s wages and benefits when participating in a return to work program will be consistent with the terms of the Collective Agreement.

The return to work program will be considered part of the recovery process and will not be referred to by the Employer in any other proceedings.

Where the funding for the return to work is provided by an outside agency, the employee on the return to work program will be supernumerary.

**ARTICLE 55 – MEAL ALLOWANCE**

When an employee is pre-authorized to attend a function off premises and the function runs through the employee’s meal period, the employee will be reimbursed for reasonable and substantiated cost of the meal.

**ARTICLE 56 – CONTRACTING OUT**

**56.01** The Employer agrees that it 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.

**56.02** The Employer will discuss with representatives of the Local, the functions it intends to contract out that could otherwise be performed by members of the Union within the residence, except where an emergency exists.

**56.03** It is agreed that Volunteers and/or students serving their practicum that are utilized by the Employer will be supernumerary to established positions in the bargaining unit.

**ARTICLE 57 – COPIES OF THE COLLECTIVE AGREEMENT**

**57.01** The Union shall print the Collective Agreement in an agreed format, and shall provide sufficient copies for the Employer to distribute copies of the Collective Agreement to employees.

**57.02** The Union and the Employer shall each contribute fifty percent (50%) to the cost of printing the Collective Agreement.

**57.03** In this Collective Agreement, titles shall be descriptive only and shall form no part of the interpretation of the Collective Agreement by the parties or an Arbitration Board.

**ARTICLE 58 – FUTURE LEGISLATION**

In the event that any future legislation renders null and void or

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materially alters any provision of the Collective Agreement, the following shall apply:

- a) The remaining provisions of the Collective Agreement shall remain in full force and effect for the term of the Collective Agreement;
- b) The Employer and the Union shall, as soon as possible, attempt to negotiate mutually agreeable provisions to be substituted for the provisions so rendered null and void or materially altered;
- c) If the parties cannot mutually agree on provisions to be substituted, then the matter may be forwarded to Arbitration as pursuant to Article 9, Arbitration of the Collective Agreement.

**ARTICLE 59 – UNION ADVISED OF CHANGES**

The Union shall be informed in writing of any change contemplated by the Employer which shall affect the terms of this Agreement.

**ARTICLE 60 – EFFECTIVE AND TERMINATING DATES**

**60.01** The Collective Agreement shall be effective from January 1, 2019 and shall remain in force and be binding upon the parties until December 31, 2022, and from year to year thereafter unless terminated by either party or written notice served during the month of October 2022.

**60.02** The terms of this Collective Agreement will be effective from ratification unless otherwise specified in a particular award/clause or wage schedule.

**60.03** Both parties shall adhere fully to the terms of this Collective Agreement during the period of collective bargaining and until a new collective agreement is signed.

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**60.04** During the term of this Collective Agreement, the Union agrees that there shall be no strike and the Employer agrees that there shall be no lockout. Strike shall include any picketing, stand-in, study session, slowdown or other curtailment or restriction of productivity or interference with work in and about the Employer’s residences, or any other acts as defined in the *Labour Relations Code*.

**60.05** The operations of Sections 50(2) and 50(3) of the *Labour Relations Code* is hereby excluded from the Collective Agreement.

**60.06** Any changes deemed necessary in this Collective Agreement may be made by mutual agreement in writing at any time during the life of this Collective Agreement.

**ARTICLE 61 – EMPLOYMENT ABANDONED**

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

**ARTICLE 62 – CRIMINAL RECORDS CHECK**

Current employees requiring a criminal records check will have it paid for by the Employer except those employees who would have a different payee.



**ADDENDUM I - CASUAL EMPLOYEES**

**BETWEEN**

**HCN – REVERA LESSEE (HOLLYBURN HOUSE) LP  
OPERATING AS HOLLYBURN HOUSE**

**AND**

**THE POLYPARTY UNION OF  
HOSPITAL EMPLOYEES’ UNION  
AND  
BC NURSES’ UNION**

**Re: Terms and Conditions of Employment**

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- A. 1. Casual employees are entitled to all the benefits set out in the Collective Agreement except the following:

Layoff and Recall	Sick Leave
Scheduling Provisions	Jury and Witness Duty
Leaves of Absence	Bereavement
Pension Plan	Contracting Out
Health/Welfare Benefits	Marriage Leave
Family Responsibility Leave	

2. Casual employees shall serve a probationary period of four-hundred-and-eighty-seven-point-five (487.5) hours worked or four (4) calendar months, whichever comes first. During the probationary period, the Employer shall provide the probationary employee with orientation to the department work area where the employee will be assigned.
3. Casual employees may achieve part-time or full-time status only by successfully bidding into a permanent vacancy through the job posting procedure. A casual employee who

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fills in for a full-time or part-time employee shall not thereby become a full-time or part-time employee.

4. When a casual employee who has completed probation is promoted to a full-time or part-time employee, the employee will not be required to serve another probationary period but will be required to complete the trial period. However, when a casual employee who has not completed probation is promoted to a full-time or part-time employee, the employee will be required to serve the probationary period.
5. Casual employees will receive vacation pay as set out in the Article 25 - Vacation. In lieu of Statutory Holidays, casual employees shall be paid five-point-two percent (5.2%) of their straight-time regular wages on each pay in lieu of Statutory Holidays.
6. A regular full-time or part-time employee who is laid off shall be entitled to transfer to casual status. Other regular full-time or part-time employees may transfer to casual status, provided that the Employer requires additional casual employees. Upon transfer, such employees shall only be entitled to the terms and conditions of employment applicable to casual employees. The seniority for such employees will be converted to hours worked in accordance with, and for the purposes of Article 12 - Seniority.
7. A seniority list will be revised and updated every three (3) months commencing in January. The seniority of each casual employee thus determined shall be entered into the Residence registry in descending order of the most hours worked to the least. For the purposes of call-in to do casual work, any time accumulated in a current three (3) month period shall not be recognized until the next following adjustment date.

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The seniority lists shall be provided to the Union within two (2) weeks of the dates they are revised and updated.

8. After a casual or part-time employee who has completed their probationary period and has worked for a period of six (6) months in a posted temporary position with 20 regularly scheduled hours per week or more, the casual or part-time employee is eligible to enroll for the benefit plans pursuant to Article 35 of the full-time or part-time position regularly scheduled to work 20 hours or more per week. These benefit(s) will cease at the end of this posted temporary position.

**B. Casual Call-In**

1. The Employer shall consider seniority in the call-in of casual employees. Casual employees shall be called in order of seniority.
2. A casual employee shall be entitled to register for work in any job classification in any one department for which they have the qualifications to perform.
3. Departments shall be defined as Housekeeping Department, Food Services Department, Building Services Department, Recreational Services Department, Marketing Department, Administration Department and Nursing Department.
4. Casual employees registered for casual work shall notify the Employer one (1) pay period in advance of the date and times they will be available to work in the upcoming two (2) pay periods (the schedule of pay period dates will be posted in the work site). The Employer shall be obliged to call a casual employee only for those days on which the employee is available.
5. Casual employees who are registered for casual work shall

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notify the Employer of the times of unavailability due to sickness or vacation, during which times Clause 4 herein shall not apply.

6. Casual employees who accept an assignment shall be deemed to have the same obligation to fulfill the assignments as a regular employee.
7. Casual employees who are called in by the Employer and report for work shall be paid a minimum of four (4) hours at the applicable rate of pay.
8. When calls are made by the Employer for casual employees to report to work, the acceptance of such work shall be at the employees’ discretion.

Where a casual employee has not accepted such work for a period longer than three (3) months, the employer and the Union shall meet to discuss the bone fides of the refusal and continued employment of the employee. Where there is no bone fide reason for the refusal of work and a further three (3) months has elapsed without any shifts worked by the employee, the casual employee will be deleted from the casual call in list.

9. In order to facilitate the development of skills and orientation of newly hired casual employees, the Employer may, at its discretion, assign four (4) shifts each month to the new employee, for the first three (3) months of employment, before available shifts are offered to other employees on the casual call-in list.
10. The manner in which casual employees shall be called to work shall be as follows:
  - (a) One (1) call shall be of eight (8) rings duration. All calls shall be recorded in the log books showing the signature of the person making the phone call, the

employee called, the position they are being called to fill, the time the call was made, whether the employee accepts, declines, or fails to answer the telephone. In the event of a dispute, the Union shall have access to the log books.

- (b) In the event that the casual employee uses a telephone answering machine or a pager, the Employer is obligated to leave a message to return the phone call within five (5) minutes. If the employee does not return the phone call within five (5) minutes, the Employer may process as if they were unable to make contact with the employee.
- (c) In the event of a busy signal, the Employer shall telephone the employee once again after two (2) minutes. If the telephone is still busy, the next employee on the call-in list shall be called.

11. Regular part-time employees may register for casual work. Regular part-time employees will be assigned such casual work in accordance with the following:

- (a) for casual assignments of four (4) shifts or less, a part-time employee shall be deemed unable to work the casual assignment when the regular schedule of the part time employee conflicts with the casual assignments.
- (b) for casual assignments of five (5) shifts or more, the senior part-time employee within the department shall be offered the casual assignment. If the senior part-time employee accepts the casual assignment, the schedule of the senior part-time employee will be changed.

No further schedule changes shall be made and any shifts left vacant by the assignment of the senior part-time employee shall be filled through the regular call-in

procedure.

- (c) Casual assignments arising pursuant to Clause (a) above will be offered to employees on the departmental call-in list in order of seniority.
12. Accumulated sick leave credits may be used by regular part-time employees who become sick during a casual work assignment. The use of sick leave credits under these circumstances is limited to the current casual assignment and is not applicable to any casual assignments which the employee has not commenced.
  13. A block of shifts is defined as the shifts between regular days off, or where mutually agreed, any combination of shifts.
  14. There shall be a minimum of eight (8) consecutive hours off duty for a casual employee.

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**ADDENDUM II – CLASSIFICATION AND WAGE RATES HEU**

<b>HOLLYBURN HOUSE HEU</b>							
<b>JOB TITLE</b>	<b>STEP</b>	<b>Expired Jan 1, 2018</b>	<b>Jan 1, 2019 2%</b>	<b>Jan 1, 2020 2%</b>	<b>Jan 1, 2021 2%</b>	<b>Jan 1, 2022 1.25%</b>	<b>Jul 1, 2022 1.25%</b>
<b>Housekeeper / Laundry Aide / Janitor</b>	Start	21.61	22.04	22.48	22.93	23.22	23.51
	1,950 hrs.	22.24	22.68	23.13	23.59	23.88	24.18
<b>Cook</b>	Start	22.37	22.82	23.28	23.75	24.05	24.35
	487.5* hrs.	23.69	24.16	24.64	25.13	25.44	25.76
	1,950 hrs.	25.02	25.52	26.03	26.55	26.88	27.22
<b>Chef Supervisor</b>	Start	24.85	25.35	25.86	26.38	26.71	27.04
	1,950 hrs.	25.54	26.05	26.57	27.10	27.44	27.78
<b>Prep Cook</b>	Start	21.58	22.01	22.45	22.90	23.19	23.48
	1,950 hrs.	22.28	22.73	23.18	23.64	23.94	24.24
<b>Maitre D'</b>	Start	22.60	23.05	23.51	23.98	24.28	24.58
	1,950 hrs.	23.22	23.68	24.15	24.63	24.94	25.25
<b>Food Services Supervisor</b>	Start	22.60	23.05	23.51	23.98	24.28	24.58
	1,950 hrs.	23.22	23.68	24.15	24.63	24.94	25.25
<b>Hostess</b>	Start	21.26	21.69	22.12	22.56	22.84	23.13
	450 hrs.	22.01	22.45	22.90	23.36	23.65	23.95
	1,950 hrs.	22.75	23.21	23.67	24.14	24.44	24.75
<b>Wait Staff</b>	Start	21.61	22.04	22.48	22.93	23.22	23.51
	1,950 hrs.	22.24	22.68	23.13	23.59	23.88	24.18

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Dishwasher	Start	19.88	20.28	20.69	21.10	21.36	21.63
	1,950 hrs.	20.50	20.91	21.33	21.76	22.03	22.31

<b>HOLLYBURN HOUSE HEU</b>							
<b>JOB TITLE</b>	<b>STEP</b>	<b>Expired Jan 1, 2018</b>	<b>Jan 1, 2019 2%</b>	<b>Jan 1, 2020 2%</b>	<b>Jan 1, 2021 2%</b>	<b>Jan 1, 2022 1.25%</b>	<b>Jul 1, 2022 1.25%</b>
<b>No wage adjustments for the following as are wage leveled - will be receiving "ratification payments"</b>							
Receptionist / Clerk	Start	21.27	21.70	22.13	22.57	22.85	23.14
	487.5 hrs.	22.02	22.46	22.91	23.37	23.66	23.96
	1,950 hrs.	22.76	23.22	23.68	24.15	24.45	24.76
Recreation Assistant	Start	22.37	22.82	23.28	23.75	24.05	24.35
	487.5 hrs.	23.00	23.46	23.93	24.41	24.72	25.03
	1,950 hrs.	23.62	24.09	24.57	25.06	25.37	25.69
Care Aide	Start	22.87	23.33	23.80	24.28	24.58	24.89
	487.5 hrs.	23.51	23.98	24.46	24.95	25.26	25.58
	1,950 hrs.	24.11	24.59	25.08	25.58	25.90	26.22
LPN	Start	24.60	25.09	25.59	26.10	26.43	26.76
	487.5 hrs.	25.63	26.14	26.66	27.19	27.53	27.87
	1,950 hrs.	26.65	27.18	27.72	28.27	28.62	28.98

\* Effective January 1, 2022 increment step changes to 487.5 hours.



**HCN – Revera Lessee (Hollyburn House) LP operating as Hollyburn House / The Polyparty Union of the Hospital Employees’ Union and B.C. Nurses’ Union – January 1, 2019 to December 31, 2022**

<b>HOLLYBURN HOUSE BCNU</b>							
<b>No wage adjustments for the following as are wage leveled - will be receiving "ratification payments"</b>							
<b>JOB TITLE</b>	<b>STEP</b>	<b>Expired Jan 1, 2018</b>	<b>Jan 1, 2019 2%</b>	<b>Jan 1, 2020 2%</b>	<b>Jan 1, 2021 2%</b>	<b>Jan 1, 2022 1.25%</b>	<b>Jul 1, 2022 1.25%</b>
<b>Registered Nurses</b>	<b>Step 1</b>	33.97	34.65	35.34	36.05	36.50	37.96
	<b>Step 2</b>	35.23	35.93	36.65	37.38	37.85	38.32
	<b>Step 3</b>	36.51	37.24	37.98	38.74	39.22	39.71
	<b>Step 4</b>	37.78	38.54	39.31	40.10	40.60	41.11
	<b>Step 5</b>	39.04	39.82	40.62	41.43	41.95	42.47
	<b>Step 6</b>	40.30	41.11	41.93	42.77	43.30	43.84
	<b>Step 7</b>	41.64	42.47	43.32	44.19	44.74	45.30
	<b>Step 8</b>	42.87	43.73	44.60	45.49	46.06	46.64
	<b>Step 9</b>	44.42	45.31	46.22	47.14	47.73	48.33

**MEMORANDUM OF AGREEMENT #1**

**BETWEEN**

**HCN – REVERA LESSEE (HOLLYBURN HOUSE) LP  
OPERATING AS HOLLYBURN HOUSE**

**AND**

**THE POLYPARTY UNION OF  
THE HOSPITAL EMPLOYEES’ UNION  
AND  
BC NURSES’ UNION**

**Re: Parking**

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The parties agree that, subject to availability as determined by the Employer, parking shall be provided free of charge to staff.

**SIGNED ON BEHALF OF  
THE POLYPARTY:**

*Gary Caroline*

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**Gary Caroline**  
HEU Negotiator

**Laura Anderson**

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**Laura Anderson**  
BCNU Senior Labour  
Relations Officer – Independent  
Bargaining

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

*David A. Garratt*

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**David Garratt**  
Director, Labour and  
Employment

**Date: December 22, 2021.**

**MEMORANDUM OF AGREEMENT #2**

**BETWEEN**

**HCN – REVERA LESSEE (HOLLYBURN HOUSE) LP  
OPERATING AS HOLLYBURN HOUSE**

**AND**

**THE POLYPARTY UNION OF  
THE HOSPITAL EMPLOYEES’ UNION  
AND  
BC NURSES’ UNION**

**Re: Meal Tickets**

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The practice of providing meal tickets will continue. The charge for such tickets shall be 50% of that which is charged to guests.

**SIGNED ON BEHALF OF  
THE POLPARTY:**

*Gary Caroline*

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**Gary Caroline**  
HEU Negotiator

**Laura Anderson**

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**Laura Anderson**  
BCNU Senior Labour  
Relations Officer – Independent  
Bargaining

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

*David A. Garratt*

---

**David Garratt**  
Director, Labour and  
Employment

**Date: December 22, 2021**

***HCN – Revera Lessee (Hollyburn House) LP operating as Hollyburn House / The Polyparty Union of the Hospital Employees’ Union and B.C. Nurses’ Union – January 1, 2019 to December 31, 2022***

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**MEMORANDUM OF AGREEMENT #3**

**BETWEEN**

**HCN – REVERA LESSEE (HOLLYBURN HOUSE) LP  
OPERATING AS HOLLYBURN HOUSE**

**AND**

**THE POLYPARTY UNION OF  
THE HOSPITAL EMPLOYEES’ UNION  
AND  
BC NURSES’ UNION**

**Re: On-Call**

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If the Employer has a need for employees to be on-call, the Employer will meet with the Union to negotiate language and compensation prior to employees being placed on call.

Should the parties not agree to on-call provisions, the matter will be referred to Arbitration by either party, within thirty (30) calendar days of discussion breaking down.

**SIGNED ON BEHALF OF  
THE POLYPARTY:**

*Gary Caroline*

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**Gary Caroline**  
HEU Negotiator

**Laura Anderson**

---

**Laura Anderson**  
BCNU Senior Labour  
Relations Officer – Independent Bargaining

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

*David A. Garratt*

---

**David Garratt**  
Director, Labour and  
Employment

**Date: December 22, 2021.**

**MEMORANDUM OF AGREEMENT #4**

**BETWEEN**

**HCN – REVERA LESSEE (HOLLYBURN HOUSE) LP  
OPERATING AS HOLLYBURN HOUSE**

**AND**

**THE POLYPARTY UNION OF  
THE HOSPITAL EMPLOYEES’ UNION  
AND  
BC NURSES’ UNION**

**Re: Workload**

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In the event that an individual employee or a group of employees have a workload concern, the matter will be addressed as follows:

- a) At the time the workload issue occurs, discuss the issue with the Employer to develop strategies to meet resident care needs using current resources. (Includes using Casuals and OT if pre-approved)

If necessary, using established lines of communication, seek immediate assistance from an individual(s) identified by the Employer who has responsibility for timely resolution of workload issues.

**Weekday Shifts**

Managers in charge PM shift

Care: Director of Health and Wellness

Reception: Assistant Executive Director

Kitchen: Director of Culinary Services

Building Issues: Director of Environmental Services

Manager in Charge of Night Shift: Director of Health and Wellness

***HCN – Revera Lessee (Hollyburn House) LP operating as Hollyburn House / The Polyparty Union of the Hospital Employees’ Union and B.C. Nurses’ Union – January 1, 2019 to December 31, 2022***

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**Weekend Shifts**

Care: Director of Health and Wellness

Reception: Assistant Executive Director

Kitchen: Director of Culinary Services

Building Issues: Director of Environmental Services

- b) Failing resolution at the time of occurrence of the workload issue, the workload concern(s) will be reduced to writing using the attached standardized form and addressed at the next scheduled labour/management meeting.
- c) Failing resolution at Labour management, the issue can be referred to the grievance process.
- d) Failing resolution, the issue can be referred to Industry Troubleshooter/Grievance Mediator who can make recommendations for resolution.

**SIGNED ON BEHALF OF  
THE POLYPARTY:**

*Gary Caroline*

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**Gary Caroline**  
HEU Negotiator

**Laura Anderson**

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**Laura Anderson**  
BCNU Senior Labour  
Relations Officer – Independent  
Bargaining

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

*David A. Garratt*

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**David Garratt**  
Director, Labour and  
Employment

**Date of Ratification: December 22, 2021.**

**LETTER OF UNDERSTANDING #1**

**BETWEEN**

**HCN – REVERA LESSEE (HOLLYBURN HOUSE) LP  
OPERATING AS HOLLYBURN HOUSE**

**AND**

**THE POLYPARTY UNION OF  
THE HOSPITAL EMPLOYEES’ UNION**

**AND**

**BC NURSES’ UNION**

**Re: Manual Lifting**

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The Parties agree that the manual lifting of a resident jeopardizes the health and safety of both the resident and the employee and, as such, is absolutely prohibited.

The Employer will establish, through both policy and procedure, the appropriate measures that employees must utilize when operating a mechanical device to lift or transfer a resident.

The Employer shall ensure the provision of appropriate equipment suitable for lifting or transferring a resident in a safe manner.

Where applicable, the Parties agree that two (2) trained employees will always directly participate in the operation of the mechanical device to lift or transfer a resident.

**HCN – Revera Lessee (Hollyburn House) LP operating as Hollyburn House / The Polyparty Union of the Hospital Employees’ Union and B.C. Nurses’ Union – January 1, 2019 to December 31, 2022**

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**SIGNED ON BEHALF OF  
THE POLYPARTY:**

*Gary Caroline*

---

**Gary Caroline**  
HEU Negotiator

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

*David A. Garratt*

---

**David Garratt**  
Director, Labour and  
Employment

**Laura Anderson**

---

**Laura Anderson**  
BCNU Senior Labour  
Relations Officer – Independent  
Bargaining

**Date: December 22, 2021.**



## **BENEFITS SUMMARY**

The purpose of this summary is to outline the benefits for which you are eligible. The information below is a summary of the provisions of the Group Contract. In the event of a discrepancy between this summary and the Group Contract, the terms of the Group Contract will apply.

### **ELIGIBILITY**

- Full-time and part-time employees are eligible on the first of the month following 3 months of service.
- Part-time employees must have regularly scheduled hours of at least 40 hours bi-weekly in order to participate.
- You must complete an enrolment form to elect your benefits, no later than 31 days after becoming eligible. Otherwise you will be considered a late applicant and must provide satisfactory evidence of good health before you will be covered, and some benefit limitations may also apply.

### **LIFE INSURANCE**

- Your life insurance benefit is 3 times your annual earnings.
- Your benefit amount reduces to 1 times your annual earnings at age 65.
- Your life insurance ceases at the earlier of termination of employment, retirement or age 70.

### **ACCIDENTAL DEATH & DISMEMBERMENT**

- Your AD&D benefit is 3 times your annual earnings.
- Your benefit amount reduces to 1 times your annual earnings at age 65.
- Your AD&D benefit ceases at the earlier of termination of employment, retirement or age 70.

### **OPTIONAL LIFE (EMPLOYEE AND SPOUSE)**

- You may elect optional life insurance for yourself and/or your

***HCN – Revera Lessee (Hollyburn House) LP operating as Hollyburn House / The Polyparty Union of the Hospital Employees’ Union and B.C. Nurses’ Union – January 1, 2019 to December 31, 2022***

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spouse, in multiples of \$10,000 to a maximum of \$100,000 per person.

- Medical evidence of insurability is required to be submitted and approved before coverage will be in effect for yourself or your spouse.
- This benefit terminates at the earlier of termination of employment, retirement or age 65.

**LONG TERM DISABILITY**

- If you become disabled, are unable to work and are being attended by a physician as the result of injury or illness, you are eligible to receive 70% of your monthly earnings to a maximum of \$10,000.
- The Long Term Disability benefit will be paid following a 126 day elimination period of total disability. The benefit will continue to be paid as long as you are unable to perform your own occupation for 36 months. After 36 months, your benefit will continue to be paid as long as you are unable to perform any occupation until you reach age 65.
- You must be attended by a physician for the duration of your disability.
- The monthly LTD benefit is taxable.
- After 1 full calendar year of total disability, and each year thereafter, you are eligible for a cost of living adjustment to your monthly LTD benefit based on the Consumer Price Index, to a maximum of 3% per year.
- Your Long Term Disability benefit ceases at the earlier of termination of employment, retirement or age 65 less the qualifying period.

**EXTENDED HEALTH CARE PLAN**

- You will be reimbursed for 100% of eligible expenses submitted. The following eligible expenses are included (for more detail, see the benefit provision pages provided):

***HCN – Revera Lessee (Hollyburn House) LP operating as Hollyburn House / The Polyparty Union of the Hospital Employees’ Union and B.C. Nurses’ Union – January 1, 2019 to December 31, 2022***

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- Drugs that legally require a prescription. A pay direct drug card will be issued to you with a \$10 dispensing fee cap. Expenses will be coordinated with your BC Pharmacare deductible limit. Generic substitution applies.
  - Vision care of \$200. Effective January 1, 2022, coverage increases to \$225 every 24 months. Effective July 1, 2022, coverage increases to \$250 every 24 months.
  - Eye examinations limited to \$35 per visit. Effective January 1, 2022 entitlement increases to \$55 per visit maximum. Entitlement increases to \$75 per visit maximum effective July 1, 2022.
  - Hearing aids at \$500 in any 5 consecutive years.
  - Paramedical practitioners including physiotherapist, speech therapist and massage therapist based on reasonable and customary expenses.
  - Paramedical practitioners including podiatrist, chiropractor, osteopath and naturopath, are covered for up to \$300. Effective January 1, 2022, entitlement increases to \$325 per practitioner per year.
  - Services of a psychologist are covered up to \$1,000 per person per year.
  - Custom-made orthopedic shoes, less the cost of ordinary shoes and orthopedic modifications to regular shoes.
  - Casted, custom made foot orthotics to a maximum of \$400 per person per year.
  - Private duty nursing when medically required to a maximum of \$5,000 per person per year.
  - Out of country emergency expenses to a lifetime maximum of \$1,000,000 per person.
  - Emergency travel assistance benefit.
- This benefit ceases at the earlier of termination of employment, retirement or age 70.

## **DENTAL**

- Expenses will be reimbursed based on the current dental fee guide for your province of residence.
- 100% reimbursement for basic dental services, including maintenance check-ups every 6 months, fillings, x-rays, oral surgery, endodontics, periodontics and denture repairs.
- 60% reimbursement of major expenses, including crowns, bridges, dentures.
- There is no annual maximum on basic and major dental expenses.
- 50% reimbursement of orthodontics, up to a \$2,000 lifetime maximum per person.
- This benefit ceases at the earlier of termination of employment, retirement or age 70.

## **COST SHARING**

- All benefits, except Optional Life, are 100% paid by the employer for full-time and part-time employees.
- Optional Life is employee paid.

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**HCN – REVERA LESSEE (HOLLYBURN HOUSE) LP  
OPERATING AS HOLLYBURN HOUSE**

**AND**

**THE POLYPARTY UNION OF  
THE HOSPITAL EMPLOYEES’ UNION**

**AND**

**BC NURSES’ UNION**

**Re: General Wage Increase – Non-Wage-Levelled  
employees**

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1. Non-wage-leveled employees shall receive general salary increases/lump sum payment as follows:  
  
January 1, 2019 – 2% general wage increase (retroactive)  
January 1, 2020 – 2% general wage increase (retroactive)  
January 1, 2021 – 2% general wage increase (retroactive)  
January 1, 2022 – 1.25% general wage increase  
July 1, 2022 – 1.25% general wage increase
2. Eligibility for retroactive pay will apply to employees who are active at the date of ratification, based on regular straight-time hours worked, paid vacation and paid statutory holidays and will be paid within four (4) pay-periods of the date of ratification on a separate payroll run.

***HCN – Revera Lessee (Hollyburn House) LP operating as Hollyburn House / The Polyparty Union of the Hospital Employees’ Union and B.C. Nurses’ Union – January 1, 2019 to December 31, 2022***

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**SIGNED ON BEHALF OF  
THE POLYPARTY:**

*Gary Caroline*

---

**Gary Caroline**  
HEU Negotiator

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

*David A. Garratt*

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**David Garratt**  
Director, Labour and  
Employment

**Laura Anderson**

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**Laura Anderson**  
BCNU Senior Labour  
Relations Officer – Independent  
Bargaining

**Date: December 22, 2021.**

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**HCN – REVERA LESSEE (HOLLYBURN HOUSE) LP  
OPERATING AS HOLLYBURN HOUSE**

**AND**

**THE POLYPARTY UNION OF  
THE HOSPITAL EMPLOYEES’ UNION**

**AND**

**BC NURSES’ UNION**

**Re: Ratification Payment**

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1. There shall be a ratification payment based on two-point-five percent (2.5%) of each employee’s wages for all regular straight-time hours worked, paid vacation and paid statutory holidays in the period between January 1, 2019 and the effective date of the wage leveling (aligned to the closest pay period) at Hollyburn House.
  
2. The ratification payment will only apply to employees employed on the date of ratification and who were employed as of the official start of “wage levelling” at the home. Notwithstanding the above, this includes employees who have since been subject to the Single Site Order.
  
3. The Ratification Payment will be paid within four (4) pay-periods of the date of ratification and will be paid on a separate payroll run.

**HCN – Revera Lessee (Hollyburn House) LP operating as Hollyburn House / The Polyparty Union of the Hospital Employees’ Union and B.C. Nurses’ Union – January 1, 2019 to December 31, 2022**

4. Should wage levelling be discontinued during the life of the current Collective Agreement, the Parties agree that impacted employees will have their wage rates adjusted to the applicable wage grid rates in the Collective Agreement effective on the first day following the cancellation or expiry of the Provincial Order. The Parties further agree that there will be no retroactivity to the wage rate adjustments and that the wage rate adjustments will only apply within the life of the current Collective Agreement.

**SIGNED ON BEHALF OF  
THE POLYPARTY:**

*Gary Caroline*

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**Gary Caroline**  
HEU Negotiator

**Laura Anderson**

---

**Laura Anderson**  
BCNU Senior Labour  
Relations Officer – Independent  
Bargaining

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

*David A. Garratt*

---

**David Garratt**  
Director, Labour and  
Employment

**Date: December 22, 2021.**



**HCN – Revera Lessee (Hollyburn House) LP operating as Hollyburn House / The Polyparty Union of the Hospital Employees' Union and B.C. Nurses' Union – January 1, 2019 to December 31, 2022**

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**SIGNED ON BEHALF OF  
THE POLYPARTY:**



**Máire Kirwan**  
HEU Coordinator of Private  
Sector Membership Servicing

**Laura Anderson**

**Laura Anderson**  
BCNU Senior Labour  
Relations Officer – Independent  
Bargaining

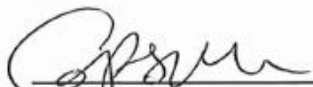


**Indu Bahia**  
HEU Bargaining Committee



**Paulita Hedley**  
HEU Bargaining Committee

**Alicia Iglesias**  
BCNU Bargaining Committee



**Adelina Servillon**  
HEU Bargaining Committee

**SIGNED ON BEHALF OF  
THE EMPLOYER:**



**Peter Tsoporis**  
Vice President, Labour and  
Employment

**David A. Garratt**

**David Garratt**  
Director, Labour and  
Employment



**Kathy Russell**  
Executive Director



**Cathy Forand**  
Assistant Executive Director

**Date: December 22, 2021.**