

COLLECTIVE AGREEMENT

Between

**ST. JOSEPH'S VILLA
DUNDAS, ONTARIO**

(Hereinafter referred to as “the Employer” and/or “the Villa”)

And

ONTARIO NURSES’ ASSOCIATION

(Hereinafter referred to as “the Association” and/or “the Union”)

Effective date: April 1, 2020
Expiry date: March 31, 2023

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PREAMBLE

The parties agree that it is the right of the residents to receive uninterrupted, skillful and efficient care and it is the responsibility of the Employer to ensure efficient operations.

ARTICLE 1 – PURPOSE

- 1.01 The general purpose of this Agreement is to establish mutually satisfactory employment relations between the Employer and the employees covered by this Agreement. It provides the means for prompt settlement of grievances and establishes salaries, hours of work and other conditions of employment.
- 1.02 It is recognized that the parties wish to work together to secure the best possible nursing care and health protection for the residents.

ARTICLE 2- SCOPE & DEFINITIONS

- 2.01 The Employer agrees to recognize the Association as the sole and exclusive bargaining agent of registered and graduate nurses employed in a nursing capacity by St. Joseph's Villa in the town of Dundas, save and except Unit Managers, persons above the rank of Unit Manager, Assistant Director/Nurse Manager and the Director of Nursing/Outreach Services.
- 2.02 The word "Employees" when used throughout this Agreement shall mean persons included in the above described bargaining unit.
- 2.03 A registered nurse is a nurse who holds a General Certificate Of Registration with the College of Nurses Of Ontario in accordance with the Regulated Health Professions Act and the Nursing Act.
- 2.04 A nurse who holds a Temporary Certificate of Registration is one who:
- (a) Is a graduate of a program acceptable to the College of Nurses of Ontario, and
 - (b) Has applied for, and been granted, a Temporary Registration by the Canadian Nurses Association (CNA) as a result of having received a written offer of employment from the employer.

A nurse who holds a Temporary Certificate of Registration and receives a General Registration Certificate within six (6) months following her date of hire shall present the original certificate to the employer when received. In the event a nurse employed as a Temporary Registered Nurse fails to provide her General Registration Certificate within six (6) months of her date

of hire, she will be deemed to be not qualified for the position of registered nurse, and she will be terminated from the employ of St. Joseph's Villa. Such termination shall not be the subject of a grievance or arbitration.

- 2.05 A nurse is required to present to the employer on or before February 15th of each year evidence that his/her Certificate Of Competence is in good standing and currently in effect.
- 2.06 (a) A full-time nurse is defined as one who is regularly employed thirty-seven and one-half (37.5) hours per week.
- (b) A regular part-time nurse is defined as a nurse who regularly works less than the normal full-time hours referred to in Article 13.01, and who offers to make a commitment to be available for work on a regular pre-determined basis. All other part-time nurses shall be considered casual nurses.
- (c) A casual part-time nurse is one who works on an occasional/relief basis and who is not usually prescheduled to work.
- (d) A temporary full-time nurse is one whose status is part-time and is regularly employed for 37.5 hours per week for a specific period of time in excess of one (1) month and not exceeding twelve (12) months. In the event that a temporary full-time position extends beyond the 12-month period the employee will be provided with the benefits normally received by regular full-time employees until such time as the temporary position is terminated. When the temporary position is no longer required the employee will be returned to his/her previous employment status and benefits will be terminated.
- 2.07 Whenever the feminine pronoun is used in this agreement, it includes the masculine pronoun, where the context so requires and vice-versa. Where the singular is used, it may also be deemed to mean the plural and vice-versa.
- 2.08 The Employer and the Union agree that they shall observe all applicable government legislation.
- 2.09 (a) In order to protect the standard of nursing care, the Employer shall not contract out the work normally performed by members of this bargaining unit except:
- i) For purposes of instruction
 - ii) In the event of an emergency situation
 - iii) When performing developmental or experimental work

- iv) When employees are not available due to an employee not reporting for work as scheduled or not being available for work

The above will not apply to special nurses employed by the residents.

- (b) Reassignment to other employees of work normally performed by members of the bargaining unit shall not result in the termination, lay-off or reduction in hours of any member of the bargaining unit.

2.10 The employer agrees to employ sufficient registered staff to meet the minimum staffing levels that may be set from time to time by statute and/or regulation.

ARTICLE 3 – MANAGEMENT RIGHTS

3.01 The Union recognizes and acknowledges that the management of the institution and direction of the working force are fixed exclusively in the Employer and, without restricting the generality of the foregoing the Union acknowledges that it is the exclusive function of the Employer to:

- (a) Manage and operate its establishments in all respects and, without in any way restricting the generality of the foregoing, to determine the kinds, location and number of the Employer's establishments, the services to be rendered, the methods, the work procedures, the kinds and locations of machines, instruments and equipment to be used.
- (b) To select, control, and direct the use of all materials and facilities required in the operation of the Employer's establishments and to schedule the work and services to be performed and provided.
- (c) To make, alter, and enforce regulations governing the use of all materials, facilities and services as may be deemed necessary in the interests of the safety and well-being of the St. Joseph's Villa residents and the public.
- (d) To maintain order, discipline and efficiency, and to make, alter and enforce reasonable rules and regulations to be observed by the nurses, provided such rules and regulations are not inconsistent with the provisions of this Agreement.
- (e) To hire, retire, classify, direct, promote, demote, transfer, discipline, suspend, and discharge nurses; to assign nurses to shifts and to increase and decrease the working forces, provided that a claim by any nurse that he/she has been demoted, disciplined, suspended or

discharged without just cause may become the subject of a grievance and be dealt with as hereinafter provided.

- 3.02 The employer shall exercise these rights in a manner consistent with the provisions of this agreement.

ARTICLE 4- NO DISCRIMINATION

- 4.01 There shall be no discrimination on the part of the Employer or the Union by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status, or handicap.

For the purposes of this agreement and the benefits contained herein, including insurance coverage, all entitlements in respect of spouses and the relatives of spouses shall also apply in respect to spouses in any other legal spousal relationship and to the relatives of spouses in such legal spousal relationship.

- 4.02 The Employer and the Union agree to abide by the Human Rights Code.
- 4.03 The Employer and Union agree there will be no discrimination, interference, intimidation, restriction or coercion exercised or practised by any of their representatives or members with respect to any nurse's membership in, or activities on behalf of, the Union.
- 4.04 The Union agrees nurses will not engage in union activities during working hours unless specifically provided for in this agreement, nor will they hold meetings on the premises of the Employer at any time unless they have obtained permission from the Human Resources Department or his/her designate.
- 4.05 The Union and the Employer agree that all staff are entitled to a workplace free of discrimination and harassment. It is agreed that St. Joseph's Villa Policy POL/20–Workplace Violence Prevention Program (dated 01/05/18 or as amended from time to time), will be applied whenever an allegation of discrimination workplace harassment, workplace sexual harassment or harassment, in contravention of the policy, is brought to the attention of management.

The parties will meet annually to review and update the language as appropriate.

Ref: *Occupational Health and Safety Act, Sec. 1(1)*.

4.06 Whistle Blowing Protection

The Employer agrees to adhere to the whistle blowing protection pursuant to the *Long-Term Care Homes Act (LTCHA)*.

ARTICLE 5 – NO STRIKES OR LOCKOUTS

5.01 The parties agree there will be no strikes or lockouts during the term of this Agreement. A “Strike” or “Lockout” shall be as defined in the *Ontario Labour Relations Act*.

ARTICLE 6 – CORRESPONDENCE

6.01 Except as otherwise provided herein, all correspondence between the parties arising out of this agreement or incidental to it shall be between the Human Resources Department, or his/her designated representative for the Employer, and the Bargaining Unit President, or his/her designated representative, for the Union.

6.02 The Union shall keep the Villa notified in writing of the names of the union representatives and/or Committee members and Officers of the Local Union appointed or selected under this Article as well as the effective date of their respective appointments.

6.03 All reference to union representatives, committee members and officers in this Agreement shall be deemed to mean nurse representatives, committee members or officers of the Local Union.

The Local Union will advise the Villa in writing of the name of the contact person(s) for the Local Union for all purposes under the collective agreement.

6.04 The Villa agrees to give representatives of the Ontario Nurses’ Association access to the premises of the Villa for the purpose of attending grievance meetings or otherwise assisting in the administration of this Agreement, provided prior arrangements are made with the Administrator. Such representatives shall have access to the premises only with the approval of the Administrator which will not be unreasonably withheld.

ARTICLE 7 – UNION REPRESENTATION

7.01 The Employer agrees to recognize:

- (a) Three Union Representatives to be elected or appointed from amongst nurses in the bargaining unit who have completed the probationary period, at least one of whom shall be a member of the part-time staff.
- (b) A Grievance Committee of two (2) employees, one of whom shall be the President of the Union.
- (c) A Negotiating Committee comprised of three (3) employees who have completed the probationary period, at least one of who is a member of the part-time staff.
- (d) A Union-Management Committee composed of an equal number of representatives of the Employer and the Union. The purpose of this Committee will be to discuss matters relating to workload, scheduling, job content, and other matters of mutual concern, but not grievances.

Meetings of this Committee shall be held at the request of either party at least once quarterly. Minutes of these meetings will be maintained and signed by both parties. The role of Chairperson shall rotate between the parties.

- (e) One Occupational Health and Safety Committee representative and one alternate who shall be selected or appointed by the Union.

7.02 The Union will provide the Employer with a list of its officers and Committee members. The Employer will be advised of any changes, additions, or deletions to this list.

7.03 It is understood that Union officials have their regular work to perform on behalf of the Employer and will not leave their work without obtaining permission from their immediate supervisor, and reporting to such supervisor on their return. It is understood that permission to leave regular work will not be unreasonably withheld.

7.04 The Employer agrees that Union Representatives may leave their work without loss of pay to attend to Union business subject to the following conditions:

- (a) Such business is between the Union and Management and the time shall be devoted to the prompt handling of necessary business;
- (b) The Employer reserves the right to limit such time if it deems the time so taken to be excessive;

- (c) The Negotiating Committee members shall be compensated by the employer at their regular rate of pay for time spent during regularly scheduled working hours to a maximum of 7.5 hours each day for negotiating sessions between the Union and the Employer, up to but not including Arbitration. A member of the Negotiating Committee who is scheduled to work an evening or night tour finishing on the actual day the parties are scheduled to meet will not be expected to work that scheduled tour and will be provided with an unpaid leave of absence for such tours. The provisions in Article 15 – Hours Of Work and Scheduling with respect to time between tours shall not apply as a result of the application of this clause.
- (d) The Occupational Health and Safety representative shall be paid at his/her appropriate rate for time spent attending meetings of the Committee and for carrying out his/her required duties.
- (e) Nurses who are members of the Grievance Committee shall be compensated at their regular rate for time spent investigating and processing grievances on the premises of the Employer during their scheduled working hours, up to but not including Arbitration.

7.05 The Union shall have the right to have the assistance of a representative or consultant of the Ontario Nurses' Association.

- 7.06
- (a) The parties will abide by the *Occupational Health and Safety Act*.
 - (b) When faced with occupational health and safety decisions, the Home will not await full scientific or absolute certainty before taking reasonable action(s) including but not limited to, providing reasonably accessible personal protective equipment (PPE) that reduces risk and protects employees.
 - i) The Home will ensure there is an adequate supply of Pandemic PPE. The Home will advise the JHSC the supply of Pandemic PPE on an annual basis and whenever they are required to advise the government.
 - ii) Employees will be fit tested on hire and then on a bi-annual basis or at any other time as required by the Employer, the government of Ontario or any other public health authority.
 - iii) The Home will maintain a pandemic plan, inclusive of an organizational risk assessment, that will be shared annually with the JHSC.

7.07

Violence in the Workplace

- (a) The parties agree that violence shall be defined as any incident in which an employee is abused, threatened or assaulted while performing his or her work. The parties agree it includes the application of force, threats with or without weapons and verbal abuse. The parties agree that such incidents will not be condoned. Any employee who believes he/she has been subjected to such incident shall report this to a supervisor who will make every reasonable effort to rectify the situation. For purposes of sub-article (i) only, employees as referred to herein shall mean all employees of the Employer.
- (b) The Employer agrees to develop formalized policies and procedures in consultation with the Joint Occupational Health and Safety Committee to deal with workplace violence. The policy will address the prevention of violence and the management of violent situations and support to employees who have faced workplace violence. These policies and procedures shall be communicated to all employees.
- (c) The Employer will report all incidents of violence as defined herein to the Joint Health and Safety Committee for review.
- (d) The Employer agrees to provide training and information on the prevention of violence to all employees who come into contact with potentially aggressive persons. This training will be done during a new employee's orientation and updated as required.
- (e) Subject to appropriate legislation, and with the employee's consent, the Employer will inform the Union within three (3) days of any employee who has been subjected to violence while performing his/her work. Such information shall be submitted in writing to the Union as soon as practicable.
- (f) In addition, the local parties will consider appropriate measures to address violence in the workplace, which may include Alerting employees about a person with a known history of aggressive behaviours and their known triggers by means of:
 - a) Electronic and/or other appropriate flagging systems
 - b) Direct verbal communication/alerts (i.e. shift reports)

ARTICLE 8 – UNION SECURITY

- 8.01 The Employer shall deduct monthly from the pay due to each employee who is covered by this Agreement a sum equal to the monthly Union dues of each such employee. Where an employee has no earnings during the first payroll period, the deduction shall be made in the next payroll period where the employee has earnings, within that month. The Union shall notify the employer in writing of the amount of such dues from time to time. The Employer will send to the Union its cheque for the dues so deducted in the month following the month in which the dues are deducted. When arrears or adjustments are submitted retroactively, the dues month and an explanation will accompany any such dues.
- 8.02 The Employer shall provide the Union with a list showing the first and last names and Social Insurance Numbers of all employees from whom deductions have been made. The report will identify the name of the facility and the month from which the dues are remitted. The Employer will also identify job classification (where the bargaining unit includes classifications, employees paid less than RNs) and status (i.e. full-time, part-time) of the employees, all terminations, newly hired employees (including start date, where the existing system allows for the information without cost), and employees on Leaves of Absence. On a quarterly basis, the Home will also provide the members current addresses and phone numbers, shown on the Employer's personnel records. The Employer will endeavor to provide the information in electronic format if the Employer has the technology. The Union may forward any questions with respect to individual employees in writing (or e-mail) to the Administrator (or designate). The employer will respond to such requests with any information it has which is readily available, within two weeks.
- 8.03 The Employer shall provide each employee with a T-4 Supplementary slip showing the dues deducted in the previous year for income tax purposes where such information is or becomes readily available through the employer's payroll system.
- 8.04 The union shall indemnify and save the Employer harmless with respect to dues so deducted and remitted.
- 8.05 The Employer agrees that an officer of the Union or Union representative shall be allowed a reasonable period during regular working hours to interview newly hired nurses during their probationary period. During such Interview, membership forms may be provided to the nurse.

ARTICLE 9 – GRIEVANCE AND ARBITRATION

- 9.01 It is the mutual desire of the parties to this Agreement that grievances are dealt with as quickly as possible. For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement.
- 9.02 It is understood that a Nurse has no grievance until he/she has first given her Director of Care or designate the opportunity of hearing the complaint. A Nurse, with the assistance of her Union representative, if she so desires, shall discuss a complaint with his/her Director of Care or designate within five (5) working days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the Nurse. Failing satisfactory settlement within five (5) working days, it shall then be taken up as a grievance within five (5) working days following advice of the Director of Care or designate's decision.
- 9.03 In all steps of this grievance procedure an aggrieved employee may, if he/she so desires, be accompanied by or be represented by his/her ONA representative.

Step One

The Nurse may submit a written grievance to his/her Director of Care or designate. The grievance shall be on an ONA Grievance Form and shall identify the nature of the grievance and the remedy sought, and shall identify the provisions of the Agreement which are alleged to have been violated. A meeting will be arranged within nine (9) working days between the aggrieved and his/her ONA representative and the Director of Care or designate and Director of Nursing or delegate. The Director Of Nursing or delegate will deliver his/her decision in writing within nine (9) working days following the day on which the grievance was presented to him/her.

Step Two

Within ten (10) working days following the decision in Step One, the grievance may be submitted in writing to the Director of Nursing and Human Resources. A meeting will then be held between the Management Committee and the Grievance Committee within ten (10) working days of the submission of the grievance. A decision shall be given, in writing, within ten (10) working days after the meeting at which it was discussed. A Labour Relations Officer may attend this meeting.

Step Three

The parties may agree that there are circumstances where the services of a grievance mediator may allow for an objective, independent review of the issue(s) in dispute and assist the parties in resolving grievances.

By mutual agreement the parties may extend the time limits and utilize the services of a Mediator.

The cost of the Mediator will be shared between the parties.

9.04 Group Grievance

Where a number of employees have identical grievances, and each employee would be entitled to grieve separately, they may present, in writing, a group grievance signed by each employee who is grieving, to the Director Of Nursing or delegate within nine (9) working days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step 1 and the applicable provisions of this Article shall apply with respect to the processing of such grievance.

9.05 Policy Grievance

A complaint or grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step Two within ten (10) working days following the circumstances giving rise to the complaint or grievance. A grievance by the Employer shall be filed with the Bargaining Unit President or designate.

It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee where such employee could himself/herself institute and which would result in the regular grievance procedure being bypassed.

9.06 Unless mutually agreed to by the parties, no grievance shall be considered at any step unless it has been carried through all previous steps of the grievance procedure required by this Agreement.

9.07 Time limits fixed in the grievance and arbitration procedures may only be extended by mutual consent of the parties, and agreed to in writing. If the Employer does not respond within the time limit(s) fixed, such failure to respond shall be deemed to be a denial of the grievance. If a grievance is not submitted within the various time limits specified in this Agreement, unless such time limits are extended by the mutual agreement of the parties, it shall be considered to have been settled or abandoned.

9.08 Saturday, Sunday, and designated paid holidays shall not be counted as "working days" when calculating the time limits referred to above.

9.09 Where a difference arises between the parties relating to the interpretation, application, or administration of this Agreement, including any questions as

to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting the grievance procedure established by this Agreement, notify the other party in writing within ten (10) working days of the date the decision is given following the Step 2 meeting of its decision to submit the difference or allegation to arbitration. Such notice shall contain the name of the first party's appointee to the Arbitration Board. The recipient of the notice shall, within ten (10) working days, inform the other party of the name of its appointee to the Arbitration Board. The two appointees so selected shall, within ten (10) working days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint a nominee, or if the two nominees fail to agree upon a Chairperson within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party.

- 9.10 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance to be arbitrated.
- 9.11 The decision of the Arbitration Board shall be final and binding on both parties to the Agreement. In the event it is not possible for the Board to reach a majority, then the decision of the Chairperson shall be final and binding.
- 9.12 The authority of the Arbitration Board shall be limited to the settlement of disputes under this Agreement, and to the interpretation and application of this agreement.
- The Arbitration Board may make such decision as it may, in the circumstances, deem just and equitable and may vary or set aside any penalty or discipline imposed by the Employer relating to the grievance in question.
- 9.13 The Arbitration Board shall not have jurisdiction to alter or change any of the provisions of this Agreement, nor to substitute any new provisions thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 9.14 Each of the parties shall pay its own expenses, including pay for witnesses and the expense of its own nominee, and one-half the expenses and fees of the Chairperson.
- 9.15 The parties may, by written agreement, substitute a sole Arbitrator for the Arbitration Board, and the Arbitrator shall possess the same powers and be subject to the same limitations as an Arbitration Board.

- 9.16 Any grievance which has been disposed of hereunder, or settled between the Employer, the Union, or the employee(s) concerned, shall be final and binding upon the Employer, the Union, and employee(s) involved.

ARTICLE 10 – DISCIPLINE: REPRIMAND, SUSPENSION, AND DISCHARGE

- 10.01 Whenever the Employer deems it necessary to reprimand, suspend or discharge an employee who has completed her probationary period, the employer shall provide the particulars of the reprimand, suspension, or discharge in writing to the employee, with a copy to the Union, within five (5) working days of the disciplinary action being taken.
- 10.02 If an employee is being disciplined, he/she may have a Union representative, or if a Union representative is not available, another ONA member of her choice, who is employed by the Villa, present if he/she so requests.
- If an employee is being suspended or discharged, the Employer shall notify him/her of this right prior to the outset of the meeting.
- 10.03 A grievance filed by an employee claiming unjust discipline, other than suspension or discharge, must be submitted in writing to the Director of Care or designate within five (5) working days of the date of notification of discipline to the employee, and shall commence at Step One of the grievance procedure.
- 10.04 A grievance filed by an employee claiming unjust suspension or discharge must be submitted in writing to the Human Resources Department within five (5) working days of the date notification of suspension or discharge is given to the employee, and shall commence at Step Two of the grievance procedure.
- 10.05 An employee shall only be discharged from employment for just cause, except that an employee who has not completed the probationary period may be terminated at any time during the probationary period without recourse to the grievance and arbitration procedure.

Although the release of an employee during her probationary period shall not be the subject of a grievance, the Employer agrees to notify the Union of the release of a probationary employee to provide the Union with the opportunity to represent the employee should the employee request. The employer agrees to meet with the Union, if such a request is submitted in writing within three working days of the date on which the Union is notified of the release of the probationary employee, to discuss the reasons for the termination.

- 10.06 Any letter of reprimand, suspension, or other sanction will be removed from a nurse's file eighteen (18) months following the receipt of such reprimand, suspension, or other sanction provided such nurse's record has been free of discipline for a period of eighteen (18) months.

ARTICLE 11 – SENIORITY, LAY-OFFS, AND RECALL

- 11.01 Newly hired full-time nurses shall be subject to a probationary period of sixty (60) tours worked.

Newly hired part-time nurses shall be subject to a probationary period of sixty (60) tours worked, or nine (9) consecutive months from date of hire, whichever comes first. During the probationary period Nurses shall be entitled to all rights and privileges of this agreement except that employment may be terminated at any time during the probationary period without recourse to the grievance and arbitration procedure. After completion of the probationary period seniority shall be effective from the original date of employment. The probationary period may be extended with the written agreement of the employee, the Union, and the Employer.

- 11.02 Upon completion of the probationary period seniority shall be calculated as follows:

- (a) For full-time nurses, seniority is defined as length of service with the Employer from date of last hire.
- (b) For part-time nurses, seniority shall accumulate on the basis of 1500 paid hours being equal to one year of seniority.
- (c) In the event a nurse is transferred from full-time to part-time, the nurse shall retain and receive credit for her/his full seniority and service on the basis of 1500 hours worked for each year of full-time seniority or service.
- (d) In the event a nurse is transferred from part-time to full-time, she/he shall receive credit for her/his full seniority and service on the basis of one year of seniority or service for each 1500 hours worked.

- 11.03 The Employer shall prepare a current seniority list for full-time nurses and a separate seniority list for part-time nurses. Copies of each seniority list will be posted and provided to the Union four times a year during the months of January, April, July, and October.

- 11.04 Seniority shall be retained, and will continue to accumulate when an employee is absent from work under the following conditions:

- (a) When on leave of absence with pay
- (b) When on an approved leave of absence without pay, up to a maximum of thirty (30) consecutive calendar days;
- (c) When in receipt of WSIB benefits as the result of injury or illness incurred while in the employment of the Employer for up to eighteen (18) months;
- (d) When on pregnancy/parental leave;
- (e) When on a medical leave of absence for up to the maximum number of paid sick days which the employee has accumulated in her/his "sick bank", or 30 calendar days, whichever is greater.

11.05 Seniority shall be retained, but will not accumulate, when an employee is absent from work under the following circumstances:

- (a) When on approved leave of absence without pay for any time beyond the first thirty (30) calendar days of absence;
- (b) When in receipt of WSIB benefits as the result of injury or illness incurred while in the employment of the Employer for a period beyond eighteen (18) months;
- (c) When the employee is on an extended medical leave and is not in receipt of sick pay, or any other direct compensation from the Villa, or any insurance carrier contracted by the Villa;

11.06 An employee shall lose all seniority and shall be deemed terminated if she/he:

- (a) Resigns;
- (b) Is discharged and not reinstated;
- (c) Is absent from work for a period of three (3) consecutive working days without notifying the Employer of such absence and without providing a reason satisfactory to the employer;
- (d) Is continuously laid off for a period equal to the lesser of her/his length of seniority or eighteen (18) months;
- (e) Retires;

- (f) When in receipt of WSIB as the result of injury or illness incurred while in the employment of the Employer, for a period in excess of twenty-four (24) months;
- (g) When absent due to an unpaid illness for a period in excess of twenty-four (24) months.
- (h) Fails to contact the employer within seven (7) calendar days after receiving notice of recall to return to work to a position comparable to the position held prior to the lay-off (other than a temporary or casual position). Notice of recall will be sent by registered mail, or by such other delivery service as selected by the Employer, to the last known address according to the records of the Employer. It is the responsibility of the employee to keep the Employer informed of her/his current address.
- (i) Fails to return to work within seven (7) calendar days, or such longer period as may be agreed between the employee and the Employer, after advising the Employer she/he will return to work as provided for in 11.06(h).

11.07

- (a) Nurse who is assigned temporarily to a position outside the bargaining unit shall have such temporary assignment limited to a period not to exceed twelve (12) months, except in the case of a Pregnancy/Parental Leave, in which such temporary assignment will be for the full Pregnancy/Parental Leave. Upon completion of the temporary assignment the nurse will be returned to her previous position, if it exists, or will exercise her seniority rights in accordance with Article 12. Seniority will continue to accrue during the first three (3) months of any temporary assignment.
- (b) An employee who accepts a promotion with the Employer to a permanent position outside the bargaining unit and who is returned to the bargaining unit within three months shall be given credit for all seniority and service accrued while outside the bargaining unit, to a maximum of three months, plus all seniority and service accrued in the bargaining unit prior to the promotion. Should the employee return to the bargaining unit, all other employees who were reassigned as a result of the promotion shall revert to their previous positions.
- (c) In the event that a nurse is transferred to a position outside of the bargaining unit for a period in excess of one (1) year, she or he will lose all seniority held at the time of transfer. In the event the nurse is returned to a position in the bargaining unit within twelve (12) months, the nurse's seniority will accrue from the date of her or his return to the bargaining unit.

- (d) A nurse must remain in the bargaining unit for a period of at least three (3) months before transferring out of the bargaining unit again or she or he will lose all seniority held at the time of the subsequent transfer.
- (e) It is understood and agreed that the periods of time referred to above may be extended by agreement of the parties.

11.08 In the event of a proposed lay-off at the Villa of a permanent nature, the Employer will provide the Union and the affected employees with sixty (60) days notice of such lay-off.

- (a) A layoff of employees shall be made on the basis of seniority, based on an integrated seniority list of all hours paid since date of last hire. It is understood and agreed that through the bumping procedure the first to be laid off are probationary employees followed by those who work casual or relief shifts. No agency or new hires will be used when there is an employee on layoff provided that the employees on layoff will meet the staffing requirements on the Home.
- (b) Recall to a regular part-time or full-time position shall be in order of seniority. An employee will respond to a registered notice of recall within seven calendar days or receipt of same and shall be available for work within seven calendar days or receipt of same and shall be available for work within an additional 14 days unless otherwise agreed.

11.09 When notice of lay-off has been given as provided for above, the Employer will meet with the Union to review the following:

- (a) The reasons causing the lay-off.
- (b) The level of service which the employer will provide after the lay-off.
- (c) The method of implementation, including areas of cutback and the employees to be laid off.

11.10 Forty-five (45) days' notice of lay-off shall be given to each affected employee. Such notice will not be pyramided on the notice provided for in 11.08.

11.11 No reduction in the hours of work shall take place to prevent or reduce the impact of a lay-off without a prior meeting with the Union.

- 11.12 Severance pay will be in accordance with the provisions of the Employment Standards Act.

ARTICLE 12 – JOB POSTING

- 12.01 Prior to any appointment to a vacant or newly created permanent position falling within the scope of this Agreement, the Employer shall post notice of the vacancy for five (5) working days in order that all employees will have an opportunity to apply for the vacancy. The posted notice shall include the shift presently being worked. Applications for such vacancy must be submitted in writing within the five (5) day period referred to herein.

Subsequent vacancies created by the filling of an initial permanent vacancy will be posted for a period of five (5) working days, excluding Saturdays, Sundays, and holidays. Applications for such vacancies shall be made in writing within the five (5) day period referred to herein. The Union will receive a copy of all such postings, and will be advised of the successful applicant when the position is awarded.

When an employee is scheduled to be absent from work on vacation she may submit a request in writing to the Human Resources Department to be considered for any posting that may occur while she is on vacation, and such written request will be treated as her application in the event a vacancy occurs.

- 12.02 In filling job postings under 12.01 above, the following factors shall be considered:
- (a) Knowledge, skill, and ability to perform the work of the position.
 - (b) Seniority

Where (a) is relatively equal, seniority shall govern.

- 12.03 Short-term vacancies of up to two months duration may be filled at the discretion of the Employer. In filling such vacancies consideration shall be given to full-time and part-time nurses, on the basis of seniority, who are qualified to perform the work prior to hiring external applicants. It is understood, however, that when vacancies occur on short notice, failure to offer full-time and part-time employees such work shall not result in any claim for pay for time not worked while appropriate arrangements are made to fill the vacancy.

Short-term vacancies over two month's duration, which the Employer intends to fill, shall be posted as a temporary position in accordance with Article

12.01. After twelve (12) months such temporary vacancy within the bargaining unit which the Employer intends to fill shall be posted as a permanent position in accordance with Article 12.01, unless otherwise mutually agreed upon between the employer and the Union.

- 12.04 A Nurse who is absent due to illness or leave of absence shall have the right to return to her/his former position unless the position has been discontinued, in which case the nurse shall be required to exercise her seniority rights.
- 12.05 Nurses hired on a temporary basis to replace Nurses who are on an approved leave may be terminated, and such termination shall not be the subject of a grievance or arbitration. If retained by the Employer as a result of a posted vacancy, the Nurse shall be credited with seniority from date of hire, subject to successfully completing her probationary period.
- 12.06 The Employer shall have the right to fill any permanent vacancy on a temporary basis until the posting procedure provided herein has been complied with and arrangements have been made to permit the Nurse selected to fill the vacancy and be assigned the job.

ARTICLE 13 – HOURS OF WORK AND SCHEDULING

- 13.01 The normal hours of work are not a guarantee of work per day or per week, or a guarantee of days of work per week. The normal hours of work shall be seven & one-half (7½) hours per day and seventy-five (75) hours in any bi-weekly pay period.
- 13.02 The normal daily tour shall consist of seven and a one-half (7½) consecutive hours, exclusive of a half (½) hour unpaid meal period. Should a Nurse be recalled to duty during mealtime, additional time shall be provided later in the tour.
- There will be two (2) rest periods of fifteen (15) minutes in each tour exceeding 6.5 hours and one (1) rest period for each tour exceeding 3.25 hours but not exceeding 6.5 hours.
- 13.03 In the event that an employee is required to remain at work, for reporting purposes only, for a period of up to fifteen (15) minutes past their regularly scheduled end of their tour, this period shall remain unpaid. Should the time extend beyond fifteen (15) minutes, the entire period shall be considered overtime for the purposes of payment.
- 13.04 A scheduled tour is defined as the tour that is posted on the schedule of work. Schedules shall be posted at least two (2) weeks in advance of the week to which they apply and shall cover a four (4) week period. Should it

be necessary for the Employer to make changes in the posted time with less than twenty-four (24) hours notice, employees affected by such change shall be paid time and one-half for all hours worked on the first shift of the new schedule. A shift is defined as a day, evening or night tour. The schedules of work, once posted, shall not be changed without the direct knowledge of the employee.

- 13.05 Requests by both full-time and part-time employees for specific days off (excluding vacation days) shall be submitted in writing to the Director of Care or designate one (1) week prior to the posting of the schedule and will not be unreasonably denied. The Director of Care or designate will consider late requests on a case-by-case basis.
- 13.06 Requests for exchange in posted work schedules must be submitted in writing at least one (1) week in advance of the date requested and co-signed by the employee willing to exchange days off or tours and are subject to the discretion of the Manager or her/his designate. In any event, it is understood that such a change initiated by the employee and approved by the Employer shall not result in overtime compensation or payment or any other claims on the Employer by any employee under the terms of this Agreement.
- 13.07 Two (2) consecutive days off will be scheduled during each work week, however, schedules may provide for as many as seven (7) consecutive days of work as long as four (4) days off are scheduled each fourteen (14) day pay period.
- 13.08 When scheduling normal shift rotation changes, there shall be not less than sixteen (16) hours between the finish and start of such changes unless mutually agreed to in writing by the Employer and Employee. Failure to provide at least sixteen (16) hours off between scheduled tours, shall result in premium pay at the rate of time and one-half for hours worked on the next tour. Overtime worked within the sixteen (16) hour period will not be considered as reducing the sixteen (16) hour period.
- 13.09 There shall be forty-eight (48) consecutive hours scheduled off after working consecutive night tours. Failure to comply with this will result in premium pay at the rate of time and one-half (1½) for all hours worked on the next scheduled tour. Overtime worked directly following the last consecutive tour will not be considered as reducing the forty-eight (48) hour period.
- 13.10 It is understood that a weekend consists of at least fifty-six (56) consecutive hours off work during the period following the completion of the Friday day or evening shift until the commencement of the Monday day or evening shift.
- 13.11 The Employer will schedule two (2) weekends off in four (4). Should an employee work on a third (3rd) weekend, she/he shall be paid at the rate of

time and one-half for all hours worked on a third and subsequent weekend until he/she receives a week-end off.

13.12 The day shift shall be the first shift of the day.

13.13 Where there is change to Daylight Savings from Standard Time or vice-versa, an employee who is scheduled and works a full tour shall be paid for the actual hours worked at their regular straight time rate.

13.14 Part-time Employees

- (i) A regular part-time employee must be available for work on a pre-determined basis for a minimum of four (4) tours in a two (2) week pay period on the posted schedule. Part-time Nurses interested in additional tours will complete availability calendars one (1) month prior to the posting date of the next schedule.
- (ii) A regular part-time Nurse must be available to work at least two (2) weekends in four (4). Should a regular part-time nurse work a third consecutive weekend, she will be paid at the rate of time and one-half (1½) her basic rate of pay for all hours worked on the third consecutive weekend, and for all subsequent weekends, until she receives a week-end off. This provision does not apply if the 3rd weekend results from:
 - a) Such weekend having been worked by the Nurse to satisfy specific days off requested by such Nurse; or
 - b) Such Nurse has requested weekend work; or
 - c) Such weekend is worked as a result of an exchange of tours with another Nurse; or
 - d) Such weekend is worked as a result of agreement by the Nurse to work an additional weekend to accommodate the Nurse's specific vacation requests.
- (iii) Subject to Article 14 a regular part-time employee must be available to work:
 - a) Either Christmas or New Years. Christmas is defined as being from, and inclusive of, the evening shift of December 24th to and inclusive of, the night shift of December 26th. New Years is defined as being from, and inclusive of, the evening shift on December 31st to, and inclusive of the night shift commencing on January 1st.

- b) And four (4) additional paid holidays during the year from those listed in Article 14.01.
- (iv) Regular part-time employees will be prescheduled in accordance with those scheduled days off for the full-time employee they normally relieve on a specific floor and shift.
- (v) The regular part-time employee shall be the first offered any scheduled shifts made available by the full-time employee they so relieve (i.e., vacation, lieu days, and any leaves of absence).
- (vi) Once the schedule has been posted, there is no obligation for a part-time employee to accept any additional shift(s) that may be offered as long as they have met their commitment of availability as defined under 13.14 (i).
- (vii) Should the regular part-time employee decline such shift(s), they will then be offered to the remaining regular part-time employees on the basis of seniority.
- (viii) Should the remaining part-time employees decline, such additional shift(s) shall be offered to the casual part-time employees.
- (ix) There shall be a record kept of part-time employees in order of seniority starting with the regular part-time, then the casual part-time, indicating their availability. The record is to be kept current with the quarterly seniority lists. Short notice call-in to replace a Registered Nurse on sick leave will be offered to a part-time Registered Nurse in accordance with seniority as recorded.
- (x) The Employer will be responsible for maintaining a record of all calls made to replace an employee. The record may be reviewed on request.

13.15 Extended Tours/Hybrid Schedules

The Employer and the Union may agree to implement extended tours or hybrid schedule (mix extended and normal tours). For clarity, a hybrid schedule may include extended tours on weekends and normal tours during the week. The following will apply:

- (a) Each facility/unit must have sixty-six and two thirds percent (66^{2/3}%) agreement of the full-time and part-time employees who work in the facility/unit.

Each Home must have the majority agreement of the full-time and part-time employees who vote on the issue to agree on a trial period of up to six months.

One the trial period is complete, each Home must have a minimum of 66^{2/3}%) agreement of the full-time and part-time employees who vote on the issue to continue with the new schedule on a permanent basis.

- (b) The Extended Tour/Hybrid Schedule may be cancelled by either party on giving ten (10) calendar weeks' notice to the other in writing of its desire to terminate. A meeting shall be held within two (2) weeks of receipt of such notice to discuss the reasons for the cancellation.

Extended tours may be discontinued by the Union in any facility/unit when sixty percent (60%) of the full-time and part-time employees in the facility/unit so indicate by secret ballot to the Union.

- (c) With the exception of the specific variations set forth in this Article, all other conditions and terms of the Collective Agreement shall remain in full force and effect.

(d) Hours of Work

- i) Where employees are now working a longer daily tour, the provisions set out in this Article governing the regular hours of work on a daily tour shall be adjusted accordingly.
- ii) The normal extended tour shall be 11.25 consecutive hours in any 24-hour period, exclusive of a total of forty-five (45) minutes of unpaid meal time. For hybrid schedules, there will be scheduled normal daily tours of seven and one-half (7½) hours and 11.25 consecutive hours per day.
- iii) Employees working an extended tour shall be entitled, subject to exigencies of resident care, to paid relief periods during the tours of a total of forty-five (45) minutes. For hybrid schedules, there will also be shifts that provide for relief periods in accordance to Article 15.02.
- iv) Scheduling issues will be resolved at the local level.
- v) Where the Union and the Employer have agreed to or agree to an extended daily tour or hybrid schedule that differs from the normal daily tour, the proportion of unpaid time to hours of work shall maintain the same ratio as set out in paragraph ii) and iii) of this Article.

- (e) Payment of bereavement leave is based on 11.25 hours for extended tours. For hybrid schedules, the payment for bereavement leave shall be based on the length of scheduled shift.
- (f) Payment for vacation and paid holidays for full-time employees is based on the equivalent to the 7.5 hour entitlement. For clarity, payment for lieu days as a result of a paid holiday for full-time employees is paid at 7.5 hours.
- (g) Shift and weekend premiums as per Article 16.07 will be paid for the same hours as applied to seven and one-half (7.5) hour tours, the intention being that the total amount of shift or weekend premium will not change because of the move to extended tours or hybrid schedules.
- (h) Overtime premium as set out in Article 16.01 shall be paid for all hours paid in excess of 11.25 hours on a scheduled extended tour.
- (i) Shift exchanges will be in accordance with Article 15.04.
- (j) Should the Employer refuse to grant a request under this Article, it shall provide to the Union its reasons orally.

13.16 The Employer will schedule a nurse no less than four consecutive days off at either Christmas or New Years, alternating year to year, and will endeavor to schedule five such days. The Christmas time off shall include evening shift December 24th to day shift December 27th. The New Years time off shall include evening shift December 31st to day shift January 2nd.

Normal schedules may be altered during the period December 15th to January 8th to enable this provision. Premiums attached to lengthy consecutive tours and consecutive weekends, to a maximum of one additional weekend, will be waived. It is agreed that the alteration of the normal schedule includes full-time and part-time nurses and may include the pre-scheduling of casual part-time.

13.17 Should overtime become available in an area and there are no part-time nurses available, the Employer will offer the overtime to the full-time nurses in accordance with their seniority in that area before offering the overtime to nurses from other areas in the Villa.

13.18 Individual Special Circumstances Arrangements

Notwithstanding Article 2.06 (a), St. Joseph's Villa and the Association may agree in certain circumstances, the schedule of an individual full-time nurse may be

adjusted to enable an average weekly work assignment of 30 to 37.5 hours.

- (a) Such an arrangement shall be established by mutual agreement of the Villa and the Association and the nurse affected. The parties agree that the arrangement applies to an individual, not to a position.
- (b) The parties shall determine the introduction of a special circumstance arrangement. Issues related to vacation, paid holidays and benefit coverage will be determined by the Villa, the Association and the nurse affected. The nurse will retain full-time status, including but not limited to seniority and service. For pension purposes the nurse will retain full-time status in relation to years of service.

Any party may discontinue the special circumstance arrangement with notice as determined within the agreement. In the event that the nurse affected resigns, transfers, is laid off, or terminated, the arrangement will be deemed to be discontinued immediately, unless the parties mutually agree otherwise.

- 13.19 If a nurse works a reduced work week, the employer's share of benefit premiums and vacation pay will be prorated accordingly.

ARTICLE 14 – PAID HOLIDAYS

- 14.01 The Employer shall recognize the following paid holidays:

New Year's Day - January 1st	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day – December 25th
Canada Day – July 1st	Boxing Day – December 26 th

- 14.02 Full-time and regular part-time nurses must be available to work either Christmas or New Year's. Christmas is defined as being inclusive of the evening shift of December 24 to the night shift of December 26th. New Years is defined as being inclusive of the day shift December 31 to the night shift of January 1. The Employer shall endeavour to alternate affected employees on an annual basis when scheduling Christmas and New Year's.

- 14.03 In order to qualify for pay for a holiday, a full-time nurse shall complete her/his full scheduled tour immediately preceding and following the holiday, unless absent due to personal illness or injury, vacation granted by the Employer, or unless otherwise excused by the Employer. In addition, for unworked holidays, part-time nurses must earn wages on at least twelve (12) days in the previous twenty-eight (28) days.

- 14.04 Holiday pay will be computed on the basis of the nurse's regular straight time hourly rate of pay times the number of hours for her/his normal daily tour.
- 14.05 (a) When a holiday falls during a scheduled vacation period of a nurse, he/she shall be given a day off in lieu at his/her basic rate of pay at a time mutually agreed to by both the Employer and the nurse. This may include the lieu day being added to the vacation period provided that it does not interfere with the efficient operations of the Employer.
- (b) Where a holiday falls on a nurse's scheduled day off, an additional day off with pay will be scheduled at a time mutually agreeable between the nurse and the Employer.
- 14.06 Should a nurse be required to work on any of the foregoing holidays she/he shall be paid at the rate of time and one-half her/his regular straight time rate of pay for all hours worked on such holiday. In addition, she/he will receive a lieu day off with pay in the amount of her/his regular straight time hourly rate of pay times the number of hours in her/his normal daily tour or be paid at her/his option the pay set out in this sentence without the day off.
- 14.07 The Home shall grant lieu days off at a time mutually agree upon between the nurse and her/his supervisor. When possible to do so, an employee will use her lieu day within forty-five (45) days, before or after the paid holiday. Upon request to payroll, the Employer shall provide the employee with updated lieu bank amounts.

ARTICLE 15 - VACATIONS

- 15.01 For the purpose of calculating vacations and eligibility, the vacation year shall be from January 1st of any year to December 31st of the same year. Earned vacation shall be taken during the calendar year to which it applies.
- 15.02 The Employer shall determine the maximum number of nurses that may be permitted to take their vacation at any one time based on the efficient operation of the Villa and in response to resident needs.
- 15.03 (a) Vacation leave shall be arranged between the employee and the Employer. A master vacation schedule of all nurses eligible for vacation will be prepared in order of seniority and will show the number of weeks of entitlement for each nurse.
- (b) Vacations may be taken at any time of the year and the Employer will grant requests where possible, provided that vacation quotas shall not be unduly restrictive, and vacation shall not be unreasonably

withheld. The Employee may request to take vacation as individual days, up to five (5) days per year, or in unbroken periods of time. Priority will be given to vacations that are scheduled in one-week increments. Such arrangements shall be subject to the efficient operation of the Villa. Seniority will prevail when more employees request the same period of vacation than can be granted.

- (c) Employees must submit vacation requests by April 1st of each year. Vacation schedules shall be posted on May 1st of each year.
- (d) When written vacation requests are submitted after May 1st, written notification of approval or denial shall be provided to the nurse within 14 days. Vacation requests submitted after April 1st will be granted on a first come first served basis.

Employees who have not scheduled their full vacation entitlement by October 31st must submit a request for their remaining vacation by that date. Nurses who fail to submit such a request will have their remaining entitlement assigned by the Employer, and will be advised by November 15th of the dates on which their vacation is to be taken.

15.04

All full-time nurses shall receive vacation with pay based on length of full-time continuous service as follows:

- (a) If an employee works or receives paid leave for less than 1525 hours in a vacation year she or he will receive vacation pay based on a percentage of her or his gross salary for work performed on the following basis:

3 week entitlement	- 6%
4 week entitlement	- 8%
5 week entitlement	- 10%
6 week entitlement	- 12%
7 week entitlement	- 14%
- (b) Nurses who have completed less than one (1) year of continuous service as of December 31st, shall be entitled to vacation on the basis of 1.25 days for each completed month of service with pay in the amount of 6% gross earnings.
- (c) Nurses who have completed one (1) or more years of full-time continuous service, but less than three (3) years of continuous service as of December 31st, shall be entitled to three (3) weeks vacation with pay.

- (d) Nurses who have completed three (3) or more years of full-time continuous service, shall be entitled to an annual vacation of four (4) weeks with pay.
- (e) Nurses who have completed thirteen (13) or more years of full-time continuous service, shall be entitled to an annual vacation of five (5) weeks with pay.
- (f) Nurses who have completed twenty (20) or more years of full-time continuous service shall be entitled to an annual vacation of six (6) weeks with pay.
- (g) Nurses who have completed twenty-five (25) or more years of full-time continuous service, shall be entitled to an annual vacation of seven (7) weeks with pay.

15.05 An employee whose vacation entitlement changes as a result of having completed 3 years or 15 years service will begin to earn the new vacation entitlement commencing with the first day of the month of having achieved the new level of service. The maximum entitlement for the year shall be pro-rated accordingly.

15.06 Upon termination of employment, an employee shall be paid vacation pay according to his/her vacation credit earned and unpaid to the date of separation. Should an employee die while in the service of the Employer, the unused portion of his/her vacation credits shall be paid to the employee's estate.

15.07 When a recognised holiday falls during an employee's vacation, the employee shall be entitled to:

- (a) A day off with pay at the employee's basic rate to be taken at a time mutually agreed upon between the employee and the Employer, or
- (b) An additional day's pay at the employee's basic rate in lieu of the holiday, in accordance with Article 14 above.

15.08 (a) When a nurse's scheduled vacation is interrupted by serious illness, or when a serious illness continues into a nurse's vacation, the period of such illness shall be considered sick leave, provided the nurse provides satisfactory documentation of the illness.

- (b) The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits.

- (c) An employee will be eligible for paid sick leave up to the maximum available sick leave credits to which they are entitled.
- 15.09 (a) Except where mutually agreed, no employee shall be required to work during his/her scheduled vacation period.
- 15.10 (a) All part-time nurses shall be entitled to vacation time in accordance with the vacation entitlement for full-time nurses and vacation pay based on the applicable percentage of their gross earnings in the preceding year on the following basis:
- | | |
|--------------------|-------|
| 3 week entitlement | - 6% |
| 4 week entitlement | - 8% |
| 5 week entitlement | - 10% |
| 6 week entitlement | - 12% |
| 7 week entitlement | - 14% |
- Part-time employees shall receive vacation entitlement on the basis of 1500 hours paid equals one year of service.
- (b) The above entitlements will be paid to employees on a bi-weekly basis with their normal pay.
- (c) Part-time nurses will be granted unpaid time off for vacation as determined by their seniority and the schedule in 15.04.
- 15.11 It is understood and agreed that since vacation is paid to employees in advance on a regular biweekly basis, there is no additional vacation pay owing to employees during their actual vacation period.

ARTICLE 16 – LEAVE OF ABSENCE

16.01 Personal Leave

- (a) A request by an employee for an unpaid leave of absence for personal reasons may be granted, subject to the following:
- i) The request is submitted, in writing, to the employee's Director of Care or designate at least one month in advance of the date on which the requested leave of absence is to commence and contains the requested dates of absence.
 - ii) The leave does not unreasonably interfere with the efficient operation of the Villa.
 - iii) The reason for the leave is acceptable to the Employer.

- iv) The leave will only be used for the purpose for which it was requested.
- (b) In the event a leave of absence is refused, an appeal may be made to the Manager, Human Resources, or designate.
- (c) An employee who has been granted an unpaid personal leave of absence shall continue to be covered for extended health care benefits (if applicable), and for vacation and sick leave accrual for the first 30 days of such leave.
- (d) Such leave will not be unreasonably withheld.

16.02

Union Leave

- (a) Upon request to the Employer by the Union, a Leave of Absence without pay to attend to Union business will be granted to employees elected or appointed to represent the Union provided the leave of absence does not interfere with the efficient operations of the employer. The request must be made in writing to the Director of Nursing or her designate at least three (3) weeks prior to the commencement of the leave. The Employer will respond to such request within a reasonable time.

In the event the Union is unable to provide three weeks notice due to extenuating circumstances, the Employer will consider the request in the context of the circumstances provided by the Union. The maximum number of days of leave for Union Business for the bargaining unit will not exceed an aggregate total of sixty (60) days in a calendar year, with no more than forty-five (45) days to be taken by any one employee, inclusive of attendance at Provincial Committee Meetings.

- (b) A Nurse who is elected to the Board of Directors of the Ontario Nurses' Association, other than to the office of President, shall be granted leave of absence without pay to attend Board Meetings, upon application in writing with a minimum of ten (10) calendar days advance notice. Absences under this provision are not applied against the number of days provided for in (a) above.
- (c) Upon written application by the Union to the Employer, a leave of absence shall be granted to a nurse elected to the office of President of the Ontario Nurses' Association, for a period of up to two (2) years. The Nurse shall continue to accrue seniority during her absence. During such leave of absence, the Employer agrees to pay the employee's salary and benefits and the Union agrees to reimburse

the Employer for the full costs of such salary and benefits. The Nurse agrees to notify the Employer of her intention to return to work at least four (4) weeks prior to the date of return.

- (d) During leaves of absence provided for in (a), (b), and (c) above the salary and applicable benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits. Seniority and service shall continue to accumulate for all purposes during such leaves.

16.03 Professional and Education Leave

- (a) Leave of absence with pay or without pay may be granted to employees to attend professional and educational meetings, courses, or other events which may be judged beneficial to the employee's professional development, especially as it relates to her responsibilities with the Employer.
- (b) When mandatory attendance is required of an employee by the Employer to attend a course, workshop, inservice, or meeting, the Employer agrees to compensate such employees for the time off work to attend the course, workshop, inservice or meeting. If the employee is not scheduled to work, the Employer agrees to compensate the employee at their appropriate rate of pay for the time spent.
- (c) A Nurse who is elected to the College of Nurses will be granted professional leave, without pay, to attend regularly scheduled meetings of the College of Nurses, provided such leave does not unduly interfere with the operations of the Employer.
- (d) Where a Nurse is granted a leave of absence in accordance with (a), (b), or (c) above, she shall not be required to work the night tour immediately preceding, or the evening or night tour immediately following the leave of absence.

16.04 Bereavement Leave

- (a) A nurse shall notify the Employer as soon as possible in the event of the death of a member of the nurse's immediate family as defined below. The nurse will be granted bereavement leave for up to three (3) working days without loss of regular pay provided the nurse is scheduled to work such days, for the period from the date of death up to and including the day of the funeral. ("Regular pay" does not include shift premiums.) A nurse is not eligible for payment if in receipt of any other payments including holiday pay, vacation pay, or sick pay.

- (b) A personal leave of absence, without pay, may be granted for necessary travel time if requested by the employee. Permission for such leave will not be unreasonably withheld.
- (c) At the request of the employee, one of the three (3) days provided for in (a) may be used for an internment or other service related to the funeral that may be scheduled at a later date.
- (d) "A member of the employee's immediate family" shall mean a wife, husband, spouse in any other legal spousal relationship, child, parent of the employee's child/children, father, mother, stepfather, stepmother, stepchild, son-in-law, daughter-in-law, father-in-law, mother-in-law, sister, brother, grandfather, grandmother, brother-in-law, sister-in-law, and grandchild.

16.05 Jury & Witness Duty

If a full-time or regular part-time nurse is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the nurse's duties with the Employer, or as a witness at a hearing of the College of Nurses Of Ontario, the nurse shall not lose regular pay (as defined in 16.04(a) above) because of such attendance and shall not be required to work on the day of such duty provided that the nurse:

- (a) Advises the Employer immediately upon receiving notification that she will be required to attend court,
 - (b) Presents proof that she is required to attend court, and
 - (c) Provides to the Employer the full amount of compensation received (excluding mileage, traveling and meal allowances) and an official receipt where available.
- Article 16.05 (a) above shall not apply to court proceedings between the parties to this contract.

16.06 Pregnancy and Parental Leave

- (a) Pregnancy and Parental Leave will be granted in accordance with the provisions of the Employment Standards Act as amended from time to time unless otherwise specifically provided for in this provision.

- (b) In order to qualify for pregnancy or parental leave, an employee must have completed at least 13 weeks of service with the employer.

Pregnancy Leave

- (c) The Nurse shall give the Director of Nursing written notification, which includes the expected date of birth, expected date of return, and a certificate from a legally qualified medical practitioner as soon as possible, but not less than two (2) weeks in advance of the date of commencement of such leave.
- (d) The notice requirement is waived in the event the Nurse is required to stop working because of complications caused by her pregnancy or because of a pre-mature birth, still-birth, or miscarriage that happens earlier than the employee was expected to give birth.
- (e) The employee shall notify the Employer in writing of her intention to return to work on the date originally approved in subsection (c) above at least four (4) weeks in advance of the date she is scheduled to return to work. Upon returning to work the employee shall be placed in her former position, if it still exists, or in a comparable position if it does not.
- (f) A Nurse shall be permitted to commence her pregnancy leave at any time up to seventeen (17) weeks before the expected date of delivery. The Employer may request a Nurse to commence pregnancy leave at such time as the duties of her position cannot reasonably be performed by a pregnant woman or the performance or non-performance of her work is materially affected by the pregnancy.
- (g) A nurse who is on pregnancy and/or parental leave as provided under this Agreement, who has completed five (5) months of continuous service and has applied for and is in receipt of Employment Insurance pregnancy/parenting benefits pursuant to Sections 22 and/or 23 of the Employment Insurance Act, 1997, as amended shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of her weekly earnings (which for part-time employees shall include percentage-in-lieu), and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence immediately following receipt by the Employer of the employee's Employment Insurance cheque stub as proof that she is receipt of Employment Insurance pregnancy/parenting benefits and shall continue while the nurse is in receipt of such benefits for a maximum period of seventeen (17) weeks. The nurse's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to

the commencement of the leave times her normal weekly hours. A nurse who has taken pregnancy leave shall also be paid an additional 10 weeks of SUB top up as set out above.

The nurse does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

Where an employee elects to receive parental leave benefits pursuant to Section 12(3)(b)(ii) of the Employment Insurance Act, the amount of any Supplemental Unemployment Benefit payable by the Hospital will be no greater than what would have been payable had the employee elected to receive the parental leave benefit pursuant to Section 12(3)(b)(i) of the Employment Insurance Act.

Parental Leave

- (h) Parental leave must begin within fifty-two (52) weeks of the birth of the child, or within 52 weeks of the day the child first came into the custody, care, and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires.
- (i) The employee shall give the Employer two (2) weeks written notice of the date the leave is to begin unless exempt under the Employment Standards Act.

16.07 Where any leave of absence without pay exceeds thirty (30) continuous calendar days, the following benefit provisions (excluding pension) will apply:

- (a) The Employer shall pay its share of the health and welfare benefits for the full calendar month in which the thirty (30) day period expires.
- (b) If the leave of absence continues beyond the end of the calendar month in which the thirty (30) day period expires, benefit coverage may be continued by the employee, provided she pays the total cost of the premiums for the benefit coverage, to the Employer, prior to the beginning of the month to which the premiums apply.
- (c) Benefits not continued in (b) above will be reinstated the first of the month following the date the employee returns to work after the leave of absence.

- (d) The employee's anniversary date for salary increases shall be adjusted by the period of time in excess of the thirty (30) calendar days, and the adjusted anniversary date shall be used thereafter.
- (e) Sick leave credits and vacation credits or other benefits will continue to accrue for the first thirty (30) days of the leave.
- (f) The Employer shall continue to pay its share of the premium for the benefit plans for employees who are on paid leave of absence, maternity leave, parental leave or WSIB. It is understood that the obligation of the employer to pay its share of the health and welfare benefits while an employee is on WSIB shall continue only so long as the employment relationship continues or twenty-four (24) months, whichever occurs first unless prohibited by legislation.
- (g) It is understood that an employee who chooses to continue benefits under (a), (b) or (f) above shall provide the employer with payment for the amount required on or before the first day of the month in which payment is due. Failure to provide such payment will result in cancellation of the benefits. Any employee who does not continue benefit participation while on leave of absence may have reinstatement delayed by the normal waiting period.

16.08 Employees offered assignments as classifiers by the Province will be granted leave of absence consistent with the requirements of the Employer.

The Employer will maintain the employee's regular straight time wages, and will provide full accumulation of seniority and service, as well as all other benefits under the collective agreement provided that the Employer will be fully reimbursed for any such leave by the Ministry of Health. If such leave is not fully funded by the Ministry of Health, it shall be without pay and subject to the applicable unpaid leave of absence provisions.

16.09 Upon application in writing by the Union on behalf of an employee to the Employer, an unpaid leave of absence may be granted to such employee selected for a secondment or a temporary staff position with the Ontario Nurses' Association. Such leave shall not be unreasonably denied or extended beyond twelve (12) months. There shall be no loss of service or seniority for an employee during such leave of absence. It is understood that during such leave, the employee shall be deemed to be an employee of the Ontario Nurses' Association. The employee agrees to notify the Employer of her or his intention to return to work at least two (2) weeks prior to the date of such return. The employee shall be reinstated to her or his former position, unless that position has been discontinued, in which case the employee shall be given a comparable job.

ARTICLE 17 – BENEFIT PLANS

17.01 The Employer agrees to make benefit plans available to eligible full-time Nurses in the active employ of the Employer, subject to the respective terms, conditions and enrollment requirements of each Plan. Where an employee, or the employee's spouse, has coverage under more than one Plan, reimbursement is subject to coordination of benefit payments.

The Employer agrees to contribute towards the applicable premium costs on the following basis:

- (a) Extended Health Care – 100% of the billed premium for coverage under the Employer's current Extended Health Care 10/20 plan, or equivalent. The plan provides for a dispensing fee maximum of \$9.00 per script and utilizes Drug Formulary III.
- (b) Visioncare – 100% of the billed premiums for coverage under the Employer's current Visioncare Plan, which provides a benefit of up to \$400.00 every two years.

Effective April 1, 2017

Visioncare – 100% of the billed premiums for coverage under the Employer's current Visioncare Plan, which provides a benefit of up to \$450.00 every two years.

In addition to the above Visioncare shall include one eye exam per insured person every twenty-four (24) months.

- (c) Dental – 50% of the billed premiums for coverage under the Employer's Group Dental Plan, provided the balance of the monthly premium is paid by the employee through payroll deduction. The Plan provides for recall examinations and cleaning once every nine months, and reimbursement is based on the current ODA Fee Schedule.
- (d) Group Life Insurance – 100% of the billed premiums under the Employer's current Group Life Insurance Plan for coverage equal to two (2) times the employee's annual salary effective as of January 1st each year to a maximum of \$150,000.
- (e) The employer agrees to provide the following Extended Health Care Coverage: chiropractic, massage therapy and physiotherapy (maximum of \$400/insured person annually for each service).

- (f) Hearing Aids - Effective April 1, 2017, In addition to the standard benefits coverage, will include hearing aids costs at a maximum amount of \$300/person every 5 years

17.02 The employer has the right to change the carrier of any of the foregoing benefit plans at any time provided the level of benefit coverage is not decreased. Notice of such change of carrier will be communicated to the Union prior to changing carriers.

17.03 All present Nurses enrolled in the Plan (Hospitals' of Ontario Pension Plan) shall maintain their enrollment in the Plan subject to its terms and conditions.

New Nurses employed and Nurses not yet eligible for membership in the Plan shall, as a condition of employment enroll in the Plan when eligible in accordance with its terms and conditions.

17.04 Part-time employees shall receive, in lieu of benefits and holidays (Article 14) provided to full-time employees, an amount equivalent to 13% of the employee's basic rate of pay. It is understood and agreed that pension is included in the percentage in lieu of benefits. It is further understood and agreed that a regular part-time Nurse may enroll in the pension plan when eligible. A regular part-time Nurse who is a member of the Pension Plan shall receive, in lieu of benefits and holidays (Article 14), a percentage equal to 9% of the employee's basic rate. If a part-time nurse works on a holiday, she shall receive one and one-half times (1.5x) her regular hourly rate for all hours so worked.

17.05 Nurses who are on layoff may continue to participate in benefit plans, at their request, provided that they make arrangements for payment and provided also that the layoff does not exceed one year.

17.06 (a) The Home shall provide each Nurse with information booklets outlining all of the current provisions in the benefits plans defined in Article 17.01 to Article 17.06 inclusive, and the Sick Leave/LTD Plan if one exists.

(b) The Home shall notify the Association of the name(s) of the carrier(s) which provide the benefits outlined in Article 17.01 to Article 17.06 inclusive and the LTD Plan if one exists. The Home shall also provide the Association with a copy of all information booklets provided to the Nurses.

ARTICLE 18 – SICK LEAVE

- 18.01 A regular full-time Nurse who has completed the probationary period and who has completed less than one (1) year of continuous full-time employment will become eligible for one and one-half (1½) days of sick leave credit with pay for each completed month of employment.
- 18.02 A regular full-time Nurse who has completed one or more years' of continuous full-time seniority will be eligible for eighteen (18) days of sick leave credit with pay during each calendar year. Unused sick leave credit will accumulate to a maximum of 200 days.
- 18.03 Sick leave is to be taken only when an employee is incapacitated due to non-occupational illness or injury and cannot be reasonably accommodated at work. The Employer reserves the right to require any full-time or part-time employee to provide a medical certificate from her attending physician as proof of any illness or injury requiring her to be absent from work.
- 18.04 On termination of employment for any reason other than discharge for cause, a full-time employee who has worked and completed 5 years or more seniority as a full-time employee shall be paid 50% of the sick leave accumulated as of the date of termination. In the event of the death of an employee this payment will be made to the employee's estate.
- 18.05 In order to ensure the safety of the residents and the well-being of the employee, an employee may be required to provide the Employer with sufficient medical information from her doctor in relation to the employee's ability to return to work and to carry out her regular job.
- 18.06 Absence from work on account of illness for less than half a day shall not be deducted. Absences for half a day or more, and less than a full day, shall be deducted as one-half day. Absences for a full day shall be deducted as one day.
- 18.07 Upon request, the Employer shall verbally advise an employee of the amount of sick leave accrued to her credit. During the month of October each year, the Employer shall advise all employees, in writing, of the sick leave credits accrued as of September 30th.
- 18.08 If a full-time nurse transfers to part-time status, all unused sick leave credits will be "frozen" until such time as the employee reverts to full-time status or terminates employment.
- 18.09 A Full-time Nurse on extended sick leave will continue to be covered for Extended Health and Dental benefits for up to twenty-four (24) months

provided the Nurse pays the employee portion of the premiums in the month for which they are due. Vacation and sick leave credits shall not accrue.

ARTICLE 19 – EMPLOYEE FILES

19.01 A copy of any completed evaluation which is to be placed in an employee's file shall be first reviewed with the employee. The employee shall sign such evaluation as having been read and shall have the opportunity to add her views to such evaluation prior to it being placed in her file. It is understood that such evaluations do not constitute disciplinary action by the Employer against the employee. A copy of the evaluation will be provided to the employee upon request.

19.02 Each employee may make a written request to the Human Resources Department to view her file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein. A meeting will be arranged for the employee to review the file in the presence of her supervisor, or designate, within 24 hours of the notice being received.

19.03 Return to Work

The Home and the Union agree to cooperate in facilitating the return to work of disabled employees. The Home and the Union agree that ongoing and timely communication by all participants is essential to the success of the process. For the purposes of expediting communication the Home and the Union agree that participants will use electronic communication where available. The Bargaining Unit President or designate will be notified by the Home of nurses returning to work at the soonest possible convenience to facilitate discussion about appropriate and safe modified work if required.

Workplace Safety & Insurance Board and Disability

19.04 The Home will notify the Bargaining Unit President on a monthly basis of the names of all employees who go off work due to a work related injury or when an employee goes on L.T.D.

19.05 When it has been medically determined that an employee is unable to return to the full duties of her/his position due to a disability, the Home will notify and meet with a staff representative of the Ontario Nurses' Association and the Bargaining Unit President or designate to discuss the circumstances surrounding the employee's return to suitable work, in accordance with Article 19.03.

- 19.06 The Home agrees to provide the employee and the Union with a copy of the Workplace Safety and Insurance Board (WSIB) Form 7 within twenty-four (24) hours of it being sent to WSIB.

ARTICLE 20 – ORIENTATION AND INSERVICE

- 20.01 An orientation and in service program will be provided to all employees. These programs shall be reviewed and discussed with members of the Union-Management Committee from time to time.
- 20.02 A newly hired nurse will not be assigned to a unit until she has been oriented on all standard shifts.
- 20.03 The following are to be observed in the orientation/familiarization of a newly-hired employee:
- (a) She is to be familiarized with the physical aspects of the building, the applicable policies and procedures of the Employer, and the daily routines of employees.
 - (b) The period of orientation/familiarization shall be for a minimum of three (3) days, or such greater period that the Employer deems necessary.
 - (c) The employee will be in addition to the normal staffing complement.
 - (d) At the end of the orientation/familiarization program the employee will acknowledge in writing that she has completed the program. This document will be filed in the employee's personnel file.
- 20.04 Both the Employer and the Union recognize they have a joint responsibility and commitment to provide, and participate in, Inservice education. The Union acknowledges that its members are responsible for their own professional development and the Employer agrees to provide and promote programs relevant to the needs of St. Joseph's Villa.
- 20.05 The Inservice education program shall be based on the following principles:
- (a) It shall be based on the learning needs identified by employees.
 - (b) It shall be a planned program to update employees as to changes in procedures or practices.
 - (c) All Inservice and education programs shall be scheduled, where possible, in a manner which will allow a maximum number of

employees to attend during working hours. Employees shall be paid for all hours spent outside their regular working hours at their regular rate of pay only if the meeting is made compulsory.

- (d) Employees involved in the organization, preparation, and presentation of Inservice programs at St. Joseph's Villa, shall upon written authorization from the Employer, be paid for all such hours involved, at their regular rate of pay.

20.06 When required by a certifying body to update an employee's qualifications, except where this matter is covered by another provision of the Collective Agreement, the Employer may grant leave of absence without pay which shall include the time required to write any examinations.

ARTICLE 21 - MISCELLANEOUS

21.01 A copy of this Collective Agreement will be provided to each nurse covered by the Agreement. The cost of printing this agreement will be equally shared between the Union and the Employer.

21.02 Each employee shall keep the Employer informed of changes to relevant personal and employment information such as name, address, phone number, beneficiary information, family status, etc.

21.03 The employer agrees to provide two (2) bulletin boards in agreed upon locations for use by the Union for the posting of Union notices. All such notices shall be submitted to the Director of Nursing, or designate, before posting.

21.04 The normal retirement age is sixty-five (65) years of age.

21.05 Influenza Vaccine

Upon recommendation of the Medical Officer of Health, all employees shall be required, on an annual basis to be vaccinated and or to take antiviral medication for influenza. If the costs of such medication are not covered by some other sources, the Employer will pay the cost of for the medication.

If the employee fails to take the required medication, they may be placed on an unpaid leave of absence during any influenza outbreak in the Home until such time as the employee has been cleared by the public health or the Employer to return to the work environment. The only exception to this would be employees for whom taking the medication will result in the employee being physically ill to the extent that they cannot attend work. Upon written direction from the employee's physician of such medical condition in

consultation with the Employer's physician, (if requested), the employee will be permitted to access their sick bank, if any, during any outbreak period. If there is a dispute between the physicians, the employee will be placed on unpaid leave.

If the employee gets sick as a reaction to the drug and applies for WSIB the Employer will not oppose the application.

If an employee is pregnant and their physician believes the pregnancy could be in jeopardy as a result of the influenza inoculation and/ or the antiviral medication, they shall be eligible for sick leave in circumstances where they shall be eligible to attend at work as a result of an outbreak.

This clause shall be interpreted in a manner consistent with the *Ontario Human Rights Code*.

- 21.06 Prior to effecting any changes in rules or policies which affect nurses covered by this agreement, the Employer will provide copies to the Association and, unless waived by the Association, will discuss the changes with the Association.
- 21.07 If the Employer requires an employee to obtain a medical certificate, the employer shall pay the full cost of obtaining the certificate.
- 21.08 Within two (2) weeks following a Nurse's termination of employment, the Employer will provide him/her with a letter detailing her/his years of experience at the Home, if the employee so requests. In the case of part-time employees such experience will be expressed as hours worked.

ARTICLE 22 – PROFESSIONAL RESPONSIBILITY

- 22.01 In the event the Employer assigns a number of residents or a workload to an individual nurse or a group of nurses, such that she or they have cause to believe that she or they are being asked to perform more work than is consistent with proper resident care, she or they shall:
- (a) Complain in writing to the Director of Nursing within ten (10) calendar days of the alleged improper assignment. The Chairperson of the Union-Management Committee shall convene a meeting of the Committee within ten (10) calendar days of the filing of the complaint. The Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.
 - (b) Failing resolution of the complaint within fifteen (15) calendar days of the meeting of the Union-Management Committee, the complaint

shall be forwarded to an Independent Assessment Committee composed of three (3) Registered Nurses; one chosen by the Union, one chosen by the Employer, and one chosen by the other two from a panel of four independent registered Nurses who are well respected within the profession. The member of the Committee chosen from the panel shall act as Chairperson.

- (c) The Assessment Committee shall set a date to conduct a hearing into the complaint within 15 calendar days of its appointment and shall be empowered to properly assess the merits of the complaint. The Assessment Committee shall report its findings in writing to the parties within thirty (30) calendar days following completion of its hearing.

22.02 The list of Assessment Committee Chairpersons is attached to and forms part of this Agreement.

22.03 Each party will bear the cost of its own nominee and will share equally the fee of the Chairperson, and whatever other expenses are included by the Assessment Committee, in the performance of its responsibilities as set out herein.

ARTICLE 23 – COMPENSATION

23.01 Classifications and Wage Rates are set out in Appendix “A” attached to and forming part of this agreement.

23.02 Retroactivity

- i) Increases to the salary schedule shall be retroactive and apply to all nurses in the bargaining unit as of April 1, 2020. Any new nurses hired since that date shall be entitled a pro rata adjustment to their remuneration from the date of their employment. The Employer shall be responsible to contact in writing at their last known addresses, any nurses who have since left employment to advise them of their entitlement to any retroactive adjustment within thirty (30) days of ratification. Such nurses will have a period of thirty (30) days after the mailing of the notice in which to claim such adjustments, and not thereafter. All retroactive pay shall be computed on the basis of hours paid to the nurse between April 1, 2020 and the effective date of this agreement.
- ii) All compensation owing shall be paid in a separate itemized direct deposit not later than sixty (60) days following the date of award or ratification by the Union.

23.03 Recognition of Past Experience

- (a) All presently employed employees shall be properly placed on the salary grid in accordance with their service at the Home and credit for past related clinical experience that any employee may have received prior or being employed at St. Joseph's villa and prior to the implementation of the Collective Agreement.
- (b) All employees shall receive recognition for recent related clinical experience as follows:

One annual service increment for every one year of experience up to the maximum on the salary grid.

23.04 An annual increment shall be paid on each full-time employee's anniversary date of employment and after each fifteen hundred (1500) hours paid in the case of part-time employees.

23.05 When a new classification in the bargaining unit is established by the Employer or the Employer makes a substantial change in the job content of an existing classification, the Employer shall advise the Union of such new or changed classification and the rate of pay established. If requested, the Employer agrees to meet with the Union to permit it to make representations with respect to the appropriate rate of pay and providing any such meeting shall not delay the implementation of the new classification. Where the Union challenges the rate established by the Employer and the matter is not resolved following any meeting with the Union, a grievance may be filed at Step No. 1 of the Grievance Procedure within seven (7) calendar days following any meeting. If the matter is not resolved in the Grievance Procedure, it may be referred to Arbitration, it being understood that an Arbitration Board shall be limited to establishing an appropriate rate based on the relationship existing amongst other nursing classifications within the Home and duties and responsibilities involved.

Any change in the rate established by the Employer either through meetings with the Union or by a Board of Arbitration shall be made retroactive to the time at which the new or changed classification was first filled.

- 23.06 (a) A nurse who is designate in writing to relieve the Director of Nursing, shall be paid fifteen dollars (\$15.00) per tour for each tour so worked, in addition to her regular rate of pay.
- (b) The employer may designate employee(s), when employee(s) are on duty, to be in charge on day, evening, night, or weekend shifts. Such employee(s) shall receive ten dollars (\$10.00) per shift in addition to her regular rate of pay.

Effective April 1, 2017 the employer may designate employee(s), when employee(s) are on duty, to be in charge on day, evening, night, or weekend shifts. Such employee(s) shall receive eleven dollars (\$11.00) per shift in addition to her regular rate of pay.

Effective March 31, 2018 the employer may designate employee(s), when employee(s) are on duty, to be in charge on day, evening, night, or weekend shifts. Such employee(s) shall receive twelve dollars (\$12.00) per shift in addition to her regular rate of pay.

- 23.07 An employee who is promoted to a higher classification within the bargaining unit will be placed on the level of the salary schedule of the higher classification which represents an increase above her current salary. She will retain her service review date for purpose of wage progression.
- 23.08 A graduate nurse in the employ of the Employer upon presenting proof of current Certificate of Competence by the College of Nurses of Ontario shall be given the salary of the registered staff nurse as provided in this Article retroactive to the date of sitting the certification examination or the date of last hire, whichever is later.
- 23.09 (a) A part-time employee whose status is altered to full-time in the same position will assume her or his same level on the full-time grid. A full-time employee whose status is altered to part-time in the same position will assume her or his same level on the part-time grid. In addition, an employee who is so transferred will be given credit for service accumulated since the date of last advancement.
- (b) A casual part-time employee whose status is altered to regular part-time or vice versa in the same position will assume her or his same level on the grid. In addition, a casual part-time employee who is so transferred will be given credit for service accumulated since the date of last advancement.
- 23.10 Overtime shall be paid for all hours worked over seven and one-half (7½) hours on a shift and seventy five (75) hours bi-weekly at the rate of one and one-half (1½) times the employee's regular straight time hourly rate of pay provided that all such time has been authorized by the Director of Nursing or designate. Authorization shall not be unreasonably withheld. In the event of an emergency, authorization may not be required. There shall be no pyramiding of overtime.
- 23.11 When an employee is required to work on a paid holiday or on a day for which she is entitled to receive time and one-half (1½) her regular straight time hourly rate and she is required to work additional hours following her

normal seven and one-half (7½) hour tour on that day, she shall receive two (2) times her regular straight time hourly rate for which such additional hours worked.

23.12 If an employee reports for work at the regular scheduled time and no work is available, such employee will be paid a minimum of four (4) hours pay at her regular straight time hourly rate, provided the employee has not previously received notification orally or in writing not to report.

23.13 Where call-in is requested within one-half (½) hour of the starting time of the shift and the employee commences work within one (1) hour of the call, then the employee will be paid as if the entire shift had been worked, provided she completes the shift for which she was called in.

23.14 If an employee works two consecutive shifts she shall be provided a meal by the Employer, or if a meal cannot be provided she shall receive a meal allowance of five dollars (\$5.00).

23.15 Effective April 1, 2020, all employees shall be paid a shift premium of two dollars and fifteen cents (\$2.15) per hour for each hour worked between 1430 and 2230, and two dollars and sixty-one cents (\$2.61) per hour for each hour worked between 2230 and 0630.

Effective April 1, 2021, all employees shall be paid a shift premium of two dollars and twenty-five cents (\$2.25) per hour for each hour worked between 1430 and 2230, and two dollars and sixty-six cents (\$2.66) per hour for each hour worked between 2230 and 0630.

Effective April 1, 2022, all employees shall be paid a shift premium of two dollars and thirty-one cents (\$2.31) per hour for each hour worked between 1430 and 2230, and two dollars and seventy-three cents (\$2.73) per hour for each hour worked between 2230 and 0630.

23.16 Effective April 1, 2020, all employees shall be paid two dollars and seventy-five cents (\$2.75) per hour for each hour worked between 2230 hours Friday and 2230 hours Sunday. Weekend premium will be paid in addition to shift premium and overtime.

Effective April 1, 2021, all employees shall be paid two dollars and eighty cents (\$2.80) per hour for each hour worked between 2230 hours Friday and 2230 hours Sunday. Weekend premium will be paid in addition to shift premium and overtime.

Effective April 1, 2022, all employees shall be paid two dollars and eighty-nine cents (\$2.89) per hour for each hour worked between 2230 hours Friday

and 2230 hours Sunday. Weekend premium will be paid in addition to shift premium and overtime.

ARTICLE 24 – TERM OF AGREEMENT

- 24.01 This agreement shall be in effect until March 31, 2023 and shall continue in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement.
- 24.02 Notice that amendments are required or that either party desires to terminate this Agreement may only be given within a period of three (3) months prior to the expiration date of this Agreement or to any anniversary following such expiration date.

Signed at Dundas, Ontario, this 1st day of November, 2022.

FOR THE EMPLOYER

Kathy Campbell
Human Resources Director

Mieke Ewen
Chief Operating Officer

FOR THE UNION

Carol Gunsch
Labour Relations Officer

Angela Preocanin

APPENDIX A

Wage Schedule

Classification – Registered Nurse			
Step	April 1, 2020	April 1, 2021	April 1, 2022
Start	\$33.56	\$33.90	\$34.24
1 Year	\$33.72	\$34.06	\$34.40
2 Years	\$34.28	\$34.62	\$34.97
3 Years	\$35.98	\$36.34	\$36.70
4 Years	\$37.67	\$38.05	\$38.43
5 Years	\$39.79	\$40.19	\$40.59
6 Years	\$41.94	\$42.36	\$42.78
7 Years	\$44.08	\$44.52	\$44.97
8 Years	\$47.22	\$47.69	\$48.17
25 Years*	\$48.05	\$48.53	\$49.02

* RNs with 25 or more years' experience, inclusive of seniority with the Villa and experience (Effective November 12, 2007 1 year of service for every 1 year related clinical experience) as defined in Article 23.03 of the collective agreement.

LIST OF ASSESSMENT COMMITTEE CHAIRPERSONS

Note: The parties agree to meet to discuss the following Independent Assessment Committee Chairpersons. The parties agree to revise and update the list to ensure that an adequate number of Chairpersons are available.

LETTER OF UNDERSTANDING

Between

**ST. JOSEPH'S VILLA
DUNDAS, ONTARIO**

(Hereinafter referred to as “the Employer” and/or “the Villa”)

And

ONTARIO NURSES’ ASSOCIATION

(Hereinafter referred to as “the Association” and/or “the Union”)

Re: Disability Plan Committee

The Employer agrees that at the request of the Union and during the term of the Collective Agreement they will meet with representatives of the Union to discuss conversion of the existing sick bank plan, as provided in Article 18 – Sick Leave, to a combined short term/long term disability plan.

The Committee will be comprised of two (2) ONA members and a Labour Relations Officer from ONA, and up to three (3) management members.

Signed at Dundas, Ontario, this 1st day of November, 2022.

FOR THE EMPLOYER

Kathy Campbell
Human Resources Director

Mieke Ewen
Chief Operating Officer

FOR THE UNION

Carol Gunsch
Labour Relations Officer

Angela Preocanin

LETTER OF UNDERSTANDING

Between

**ST. JOSEPH'S VILLA
DUNDAS, ONTARIO**

(Hereinafter referred to as “the Employer” and/or “the Villa”)

And

ONTARIO NURSES’ ASSOCIATION

(Hereinafter referred to as “the Association” and/or “the Union”)

Re: Scheduling

The Employer agrees that if a nurse (or nurses) request(s) Innovative Unit Scheduling, Unit Weekend Scheduling, and/or Job Sharing the parties will meet to discuss the individual circumstances of the request(s).

Signed at Dundas, Ontario, this 1st day of November, 2022.

FOR THE EMPLOYER

Kathy Campbell
Human Resources Director

Mieke Ewen
Chief Operating Officer

FOR THE UNION

Carol Gunsch
Labour Relations Officer

Angela Preocanin

LETTER OF UNDERSTANDING

Between

**ST. JOSEPH'S VILLA
DUNDAS, ONTARIO**

(Hereinafter referred to as “the Employer” and/or “the Villa”)

And

ONTARIO NURSES’ ASSOCIATION

(Hereinafter referred to as “the Association” and/or “the Union”)

Re: Meetings – Bargaining Unit President

The parties agree to hold meetings as set out in the Collective Agreement during the normal working hours of the Bargaining Unit President when she/he is scheduled on the day tour.

If required by the Villa, where the Bargaining Unit President attends meetings outside her/his regular scheduled hours she/he will be paid for all time spent in attendance at such meetings at her/his regular straight time hourly rate of pay with a minimum guarantee of four (4) hours pay. Attendance at such meetings will not trigger additional premiums and/or overtime on subsequent regularly scheduled shift(s).

Signed at Dundas, Ontario, this 1st day of November, 2022.

FOR THE EMPLOYER

Kathy Campbell
Human Resources Director

Mieke Ewen
Chief Operating Officer

FOR THE UNION

Carol Gunsch
Labour Relations Officer

Angela Preocanin

LETTER OF UNDERSTANDING

Between

**ST. JOSEPH'S VILLA
DUNDAS, ONTARIO**

(Hereinafter referred to as “the Employer” and/or “the Villa”)

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ONTARIO NURSES’ ASSOCIATION

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Re: ONA H&S Representative

The parties agree to make every effort to ensure that the next worker certified member of the Villa’s Joint Occupational Health & Safety Committee would be the ONA representative. The Villa will allow for a paid educational leave for the next ONA H&S representative to complete her/his H&S certification, to a maximum of two (2) days, per current Villa policy (Staff Education – EDS-POL/1).

Signed at Dundas, Ontario, this 1st day of November, 2022.

FOR THE EMPLOYER

Kathy Campbell
Human Resources Director

Mieke Ewen
Chief Operating Officer

FOR THE UNION

Carol Gunsch
Labour Relations Officer

Angela Preocanin

LETTER OF UNDERSTANDING

Between

**ST. JOSEPH'S VILLA
DUNDAS, ONTARIO**

(Hereinafter referred to as “the Employer” and/or “the Villa”)

And

ONTARIO NURSES’ ASSOCIATION

(Hereinafter referred to as “the Association” and/or “the Union”)

Re: Occupational Health & Safety

The Joint Health and Safety Committee will discuss and may recommend appropriate measures to promote health and safety in workplaces, including, but not limited to:

- Violence in the Workplace
- Musculoskeletal Injury Prevention
- Needle Stick Injury Prevention
- Personal Protective Equipment
- Training designed to ensure competency under the Act for those persons with supervisory responsibilities.
- Pandemic Planning

Signed at Dundas, Ontario, this 1st day of November, 2022.

FOR THE EMPLOYER

Kathy Campbell
Human Resources Director

Mieke Ewen
Chief Operating Officer

FOR THE UNION

Carol Gunsch
Labour Relations Officer

Angela Preocanin