

ONA AND PARTICIPATING NURSING HOMES

SUMMARY OF COLLECTIVE AGREEMENT CHANGES AS A RESULT OF THE FOR-PROFIT STOUT ARBITRATION DECISION AND ITEMS IN AGREEMENT JULY 1, 2021 - JUNE 30, 2024

Context of Bargaining and Bargaining Overview

We started this round of negotiations during the third wave of the COVID-19 pandemic.

Loss of residents, slow vaccination rollout and staff illnesses continued to devastate our members and have created further staffing shortages. Failure of employers to provide the appropriate personal protective equipment (PPE), require IPAC protocols consistent with the precautionary principle and refusal to cohort residents and staff created unsafe workplaces and caused many of our members to contract COVID-19 in the workplace, become sick, be hospitalized and even resulted in the loss of life of one ONA member, Brian Beattie. ONA filed an application with the Superior Court of Justice requesting an Injunction Order that would restrain a number of Nursing Homes from breaching Directives #1, #3 and #5. Justice Morgan released his decision on April 23, 2020.

Justice Morgan found that, "Where the lives of nurses and patients are placed at risk, the balance of convenience favours those measures that give primacy to the health and safety of medical personnel and those that they treat". He ordered the Respondents to provide nurses with access to fitted N95 respirators and other PPE when assessed by a nurse at point-of-care to be appropriate and required, in accordance with Directive #5. He also ordered them to implement other controls, including cohorting and isolating residents and staff. This decision remains unchallenged and helped guide the expectations for Long-Term Care Homes. A further arbitration decision issued on May 4, 2020, by Arbitrator John Stout codified the rights of our members to PPE based on a point-of-care risk assessment (PCRA) and ensured access to PPE in Long-Term Care Homes. Several implementation hearings were required, and multiple individual Home enforcement interactions were required to ensure compliance with the Stout arbitration decision. Unfortunately, discussions continue to be required as new outbreaks surface and supplies are again locked up or do not meet the fit-tested needs of staff. Members continue to be placed in harm's way.

We are all aware that there is a shortage of nurses in Ontario that predated the pandemic. Every chain whose website we checked continues to have RN vacancies. This shortage, after all the evidence at the Long-Term Care Inquiry, is undeniable. ONA attended a consultation for the staffing recommendations (*four hours of care per resident per day*) on the day that COVID-19 was declared a global pandemic. The government's focus was on the shortage of PSWs, not registered staff. Under the shadow of these consultations, COVID-19 began to take its toll, capitalizing on longstanding staffing shortages and further reducing staffing in Long-Term Care, staffing homes with agency nurses and no leadership on site. The government issued emergency orders allowing employers to reduce minimum RN staffing in homes to zero if someone was on call.

The Ford government appointed a Long-Term Care Commission to review the impact of the COVID-19 pandemic within Long-Term Care. The Commission started consultations

during the second wave and released their report during the third wave. ONA had two consultations with the Commission and provided more than eighty (80) recommendations to address the numerous issues that left Long-Term Care Homes open to the devastation the COVID-19 pandemic caused within these Homes. ONA also facilitated individual and group interviews with our members while their identities were kept confidential. Many of ONA's recommendations were issued by the Commission in their final report.

Interim recommendations on staffing issued to the Ford government resulted in a commitment to increase staffing over the next four years. Movement toward implementing increased staffing has been slow, with funding announcements focused on increasing PSW seats overshadowing minor increases to RPN and RN seats in colleges and universities. Pandemic premiums paid to all LTC staff at the start of the pandemic gave way to government continuation of these premiums for PSWs only. Premier Ford has now publicly stated that these rates will become permanent. ONA has repeatedly raised with the government and the Minister of Long-Term Care that these rates encroach on the start rates of both RNs and RPNs. This will lead to a further inability to attract new hires, when PSWs are making the same wages without the accountabilities that RNs and RPNs have with the College of Nurses of Ontario (CNO).

Government announcements of new Long-Term Care beds, new-build homes, and monies for staffing continue. The Minister of Long-Term Care states that staffing changes providing for an increase to four (4) hours of care per resident per day will be enshrined in legislation later this fall. These legislative changes are supposed to include stronger inspection and accountability language. It is hard to visualize what these changes will be while Bill 195 remains in place and Licensees are able to ignore the 24/7 minimum staffing language in the *Long-Term Care Homes Act, 2007*.

Negotiations between the Participating Nursing Homes and ONA were further impacted by the *Protecting a Sustainable Public Sector for Future Generations Act, 2019* (Bill 124). ONA was forced to remove fifteen (15) Not-For-Profit Nursing Homes from the Central bargaining process to ensure that the remaining 184 For-Profit Homes could proceed to bargain without the impact of wage restraint legislation. ONA has filed a Charter Challenge on behalf of our members impacted by Bill 124 and will revisit all bargaining that has been impacted by the one-per-cent (1%) cap on annual compensation for a three-year period once we are successful in our challenge of the legislation.

Our initial proposals and opening statements were posed to address the cracks identified in the system and the overwhelming sense of abandonment felt by our members because of the pandemic.

When it became clear that no agreement would be reached, since the For-Profit Nursing Home group was the first group at Interest Arbitration under the *Hospital Labour Disputes Arbitration Act* (HLDA) that was not impacted by Bill 124, ONA was hopeful that significant gains would be made in language, wages and benefits.

ONA proposed amendments to wage grids to make them Human Rights-compliant with the male comparators identified during the proxy pay equity process. ONA's proposals, if accepted, would address the length of time it would take our members to reach the job rates of their male comparators and where members have lost ground to their male/proxy comparator's rates of pay. These Homes are not constrained by Bill 124— *Protecting a*

Sustainable Public Sector for Future Generations Act like the hospitals and Charitable/Not-For-Profit Homes for the Aged/Nursing Homes; thus, this would allow for free collective bargaining to narrow the gap between the Municipal Homes for the Aged and the Nursing Homes.

Given the environment we were negotiating in, we did not anticipate that the Employer would seek concessions from the “*front-line heroes*” during bargaining. The Employer did not recognize the devastation the pandemic wrought upon our members, nor did they try to address the current wage disparity between Nursing Homes members and other sectors to address recruitment and retention. Thus, we were forced to move forward to Interest Arbitration (HLDA).

Arbitrator John Stout issued his arbitration decision for the one hundred and eighty-four (184) For-Profit Homes on October 25, 2021.

Arbitrator Stout did not accept ONA’s extensive evidence in favour of a Human Rights-compliant grid and opted to travel the path of replication instead. Despite the team’s best efforts, the arbitration decision is extremely disappointing at such a critical time in health care in Ontario. The decision does not recognize the gender wage gap; the loss of a real wage increase versus the cost-of-living increases: the unprecedented nursing shortage and staffing crisis; the mental and physical health needs of the membership. Arbitrator Stout’s decision cites the historical bargaining relationship between ONA and the Homes, stating that ONA had achieved language and compensation that far supersedes that which has been achieved in other sectors, within the LTC sector and as compared to other Unions.

In ONA’s view, there remains a substantial inequality in compensation rates between our members in Nursing Homes and Homes for the Aged, Hospitals and our right-to-strike bargaining units. ONA is reviewing the Stout decision and its impact on our members to determine if this decision should be Judicially Reviewed.

Arbitrator Stout did not award any rollbacks or concessions that the Participating Nursing Homes were seeking.

TERM: July 1, 2021, to June 30, 2024 (3-year term)

COMMENTS:

ONA agreed to a three-year term to allow for the 15 Not-For-Profit Homes to complete the entire moderation period and bring the full group back together for future rounds with a common expiry date.

COMPENSATION – GENERAL WAGE INCREASES

RN Classifications

- Effective July 1, 2021: 1.75% across-the-board increases for all classifications.
- Effective July 1, 2022: 1.75% across-the-board increases for all classifications.
- Effective July 1, 2023: 1.75% across-the-board increases for all classifications.

RN Salary Grid (Full-time)

- Effective July 1, 2021: \$31.13 to \$47.12
- Effective July 1, 2022: \$31.67 to \$47.94
- Effective July 1, 2023: \$32.22 to \$48.78

RN Salary Grid (Part-time, including 8.5% in lieu of benefits)

- Effective July 1, 2021: \$33.78 to \$51.13
- Effective July 1, 2022: \$34.36 to \$52.01
- Effective July 1, 2023: \$34.96 to \$52.93

NP, RPN and Allied Classifications

- Effective July 1, 2021: 1.75%% across-the-board increases for all RPN and allied health professional classifications.
- Effective July 1, 2022: 1.75%% across-the-board increases for all RPN and allied health professional classifications.
- Effective July 1, 2023: 1.75%% across-the-board increases for all RPN and allied health professional classifications.

*These grids are not standardized, see below.

Registered Nurse – Full-time				
Step	Current	July 1, 2021	July 1, 2022	July 1, 2023
Start	\$30.59	\$31.13	\$31.67	\$32.22
1 Year	\$31.91	\$32.47	\$33.04	\$33.62
2 Years	\$32.95	\$33.53	\$34.12	\$34.72
3 Years	\$34.71	\$35.32	\$35.94	\$36.57
4 Years	\$36.11	\$36.74	\$37.38	\$38.03
5 Years	\$37.84	\$38.50	\$39.17	\$39.86
6 Years	\$39.50	\$40.19	\$40.89	\$41.61
7 Years	\$42.86	\$43.61	\$44.37	\$45.15
8 Years	\$46.31	\$47.12	\$47.94	\$48.78

Part-time wage schedule to be amended appropriately.

Maintain the same percent differential for other classifications.

Add grids of any other RN classifications in the bargaining unit. Include the across-the-board wage increases for all RN classifications effective July 1, 2021 (1.75%), July 1, 2022 (1.75%) and July 1, 2023 (1.75%).

Registered Nurse – Part-time (plus 8.5%)				
Step	Current	July 1, 2021	July 1, 2022	July 1, 2023
Start	\$33.19	\$33.78	\$34.36	\$34.96
1 Year	\$34.62	\$35.23	\$35.85	\$36.48
2 Years	\$35.75	\$36.38	\$37.02	\$37.67
3 Years	\$37.66	\$38.32	\$38.99	\$39.68
4 Years	\$39.18	\$39.86	\$40.56	\$41.26
5 Years	\$41.06	\$41.77	\$42.50	\$43.25
6 Years	\$42.86	\$43.61	\$44.37	\$45.15
7 Years	\$46.50	\$47.32	\$48.14	\$48.99
8 Years	\$50.25	\$51.13	\$52.01	\$52.93

Part-time wage schedule to be amended appropriately.

Maintain the same percent differential for other classifications.

Add grids of any other RN classifications in the bargaining unit. Include the across-the-board wage increases for all RN classifications effective July 1, 2021 (1.75%), July 1, 2022 (1.75%) and July 1, 2023 (1.75%).

COMMENTS:

Arbitrator Stout awarded a general wage increase of 1.75% effective July 1, 2021, 1.75% effective July 1, 2022, and 1.75% effective July 1, 2023. We argued for a minimum of a 3% wage increase and normative other increases, e.g., premiums, benefits in each year of the Collective Agreement. ONA asserted at bargaining and in arbitration that the Registered Nurse (RN) and Registered Practical Nurse (RPN) (as set out in Article 22 and Appendix A of the central template Collective Agreement), other Classifications and Nurse Practitioner (NP) salary schedules as set out in Letters of Understanding are inconsistent with and in breach of s. 5(1) of the *Human Rights Code R.S.O. 1990 c. H.19*. The *Human Rights Code* requires an employer to eliminate wage gaps between male and female job classes where the job classes are of equal value but are paid on unequal wage grids. This systemic discrimination for nurses and allied health professionals arises due to an unequal and differential pay structure. In addition to Human Rights violations, ONA raised the failure to maintain proxy pay equity with Pay Equity Tribunal identified proxy male comparator for Homes for the Aged Nurses. These male comparators in the municipalities have typically shorter grids than the Nursing Home Collective Agreements have and thus reach their job rates much sooner than any classification in the Nursing Home Collective Agreements.

The employer's only position was a 1.5% increase effective July 1, 2021, 1.5% increase effective July 1, 2022, and 1.5% increase July 1, 2023.

RPN and Allied Health Professionals Classifications

Registered Practical Nurse – Wildwood Care Centre, Finlandia Nursing				
Step	Current	July 1, 2021	July 1, 2022	July 1, 2023
450 Hours Probation	\$22.31	\$22.70	\$23.10	\$23.50
Start	\$22.99	\$23.39	\$23.80	\$24.22
1 Year	\$23.67	\$24.08	\$24.50	\$24.93
2 Years	\$25.03	\$25.47	\$25.92	\$26.37
3 Years	\$26.61	\$27.08	\$27.55	\$28.03

Registered Practical Nurse – Blackadar Continuing Care Centre				
Step	Current	July 1, 2021	July 1, 2022	July 1, 2023
Start	\$24.81	\$25.24	\$25.68	\$26.13
1 Year	\$25.70	\$26.15	\$26.61	\$27.08
2 Years	\$26.37	\$26.83	\$27.30	\$27.78
3 Years	\$27.40	\$27.88	\$28.37	\$28.87

Registered Practical Nurse – OMNI Forest Hill				
Step	Current	July 1, 2021	July 1, 2022	July 1, 2023
Start	\$26.33	\$26.79	\$27.26	\$27.74
1 Year	\$26.46	\$26.92	\$27.39	\$27.87
2 Years	\$27.05	\$27.52	\$28.00	\$28.49
3 Years	\$27.83	\$28.32	\$28.82	\$29.32

RAI / Care Plan Coordinator – Finlandia Nursing Home Limited				
Step	Current	July 1, 2021	July 1, 2022	July 1, 2023
450 Hours Probation	\$25.70	\$26.15	\$26.61	\$27.08
Start	\$26.39	\$26.85	\$27.32	\$27.80
1 Year	\$27.07	\$27.54	\$28.02	\$28.51
2 Years	\$28.41	\$28.91	\$29.42	\$29.93
3 Years	\$30.00	\$30.53	\$31.06	\$31.60

RAI / Care Plan Coordinator – Extendicare – Blackadar Continuing Care Centre				
Step	Current	July 1, 2021	July 1, 2022	July 1, 2023
Start	\$24.81	\$25.24	\$25.68	\$26.13
1 Year	\$25.70	\$26.15	\$26.61	\$27.08
2 Years	\$26.37	\$26.83	\$27.30	\$27.78
3 Years	\$27.40	\$27.88	\$28.37	\$28.87

Health Care Aide / Personal Support Worker – Wildwood Care Centre				
Step	Current	July 1, 2021	July 1, 2022	July 1, 2023
450 Hours Probation	\$18.75	\$19.08	\$19.41	\$19.75
Start	\$19.41	\$19.75	\$20.10	\$20.45
1 Year	\$20.05	\$20.40	\$20.76	\$21.12
2 Years	\$21.37	\$21.74	\$22.12	\$22.51
3 Years	\$21.80	\$22.18	\$22.57	\$22.96

Guest Attendant – Wildwood Care Centre				
Step	Current	July 1, 2021	July 1, 2022	July 1, 2023
450 Hours Probation	\$15.42	\$15.69	\$15.96	\$16.24
Start	\$15.42	\$15.69	\$15.96	\$16.24
1 Year	\$15.77	\$16.05	\$16.33	\$16.62
2 Years	\$17.08	\$17.38	\$17.68	\$17.99
3 Years	\$17.43	\$17.74	\$18.05	\$18.37

Nurse Practitioner – Steeves and Rozema Homes				
Step	Current	July 1, 2021	July 1, 2022	July 1, 2023
Start	\$50.93	\$51.82	\$52.73	\$53.65
1 Year	\$53.11	\$54.04	\$54.99	\$55.95
2 Years	\$55.31	\$56.28	\$57.26	\$58.26
3 Years	\$58.48	\$59.50	\$60.54	\$61.60
8 Years	\$58.85	\$59.88	\$60.93	\$62.00

Add grids of any NP, RPN and other allied health professional classifications in the bargaining unit. Include the across-the-board wage increases for all NP, RPN and other allied health professional classifications effective July 1, 2021 (1.75%), July 1, 2022 (1.75%) and July 1, 2023 (1.75%).

Retroactivity – In accordance with Article 22.02

- Retroactivity will be paid within four (4) full pay periods from October 25, 2021 (no later than the pay period containing payment for December 20) based on hours paid. Retroactivity will be paid on the general wage increase.

COMMENTS:

Article 22.02 remains intact, and it will govern the payment of retroactivity to both current and former employees.

As pay periods differ from Home to Home, we calculate that the very last day for some bargaining unit employers to pay retroactivity would be the pay period that includes December 20, 2021. Speak to your Labour Relations Officer to determine the payment date for your bargaining unit.

OTHER COMPENSATION

Current Collective Agreement

13.01 (e) Employees who have completed twenty-three (23) years or more of full-time continuous service (as of the date and methods for determining vacation entitlement in the individual Home *[insert qualifying date if it was in expired agreement]*) shall be entitled to an annual vacation of six (6) weeks at their current rate.

New Collective Agreement

13.01 (e) **Effective October 25, 2021**, employees who have completed **twenty-three (23) twenty-two (22)** years or more of full-time continuous service (as of the date and methods for determining vacation entitlement in the individual

New Collective Agreement

Home [*insert qualifying date if it was in expired agreement*] shall be entitled to an annual vacation of six (6) weeks at their current rate.

COMMENTS:

After twenty-two years of full-time continuous service, full-time employees will receive six (6) weeks of vacation. The previous threshold was after twenty-three years of continuous service. This provision will reduce the threshold for part-time vacation pay of 12% as well.

Current Collective Agreement

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

New Collective Agreement

16.06 If an employee works two consecutive shifts, **she they** shall be provided a meal by the Home, or if a meal cannot be provided, **she they** shall receive a meal allowance of ~~five dollars (\$5.00)~~ **ten dollars (\$10.00)**.

COMMENTS:

Meal allowance (a non-wage---related item) was increased to \$10.00 per shift to reimburse employees the cost of a meal.

Current Collective Agreement

16.07 Shift and Weekend Premium

(a) Effective July 1, 2020, an employee shall be paid a shift premium of ninety-five cents (95¢) per hour for each hour worked between the hours of *time period as per existing agreement unless amended in local negotiations* – not to exceed a 16-hour time period.

(b) Effective July 1, 2020, an employee shall be paid a weekend premium of one dollar and ten cents (\$1.10) per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday, or such other forty-eight (48) hour period as the local parties may agree upon or as defined in the Collective Agreement. If an employee is receiving premium pay pursuant to a local scheduling regulation with respect to consecutive weekends worked, the employee will not receive weekend premium under this provision.

New Collective Agreement

16.07 Shift and Weekend Premium

(a) Effective July 1, 20**21**, an employee shall be paid a shift premium of ~~ninety-five cents (95¢)~~ **one dollar and five cents (\$1.05)** per hour for each hour worked between the hours of *time period as per existing agreement unless amended in local negotiations* – not to exceed a 16-hour time period.

New Collective Agreement

Effective July 1, 2022, an employee shall be paid a shift premium of **one dollar and fifteen cents (\$1.15)** per hour for each hour worked between the hours of *time period as per existing agreement unless amended in local negotiations – not to exceed a 16-hour time period.*

Effective July 1, 2023, an employee shall be paid a shift premium of **one dollar and twenty cents (\$1.20)** per hour for each hour worked between the hours of *time period as per existing agreement unless amended in local negotiations – not to exceed a 16-hour time period.*

- (b) Effective July 1, 2021, An employee shall be paid a weekend premium of ~~one dollar and ten cents (\$1.10)~~ **one dollar and twenty cents (\$1.20)** per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday, or such other forty-eight (48) hour period as the local parties may agree upon or as defined in the Collective Agreement. If an employee is receiving premium pay pursuant to a local scheduling regulation with respect to consecutive weekends worked, the employee will not receive weekend premium under this provision.

Effective July 1, 2022, An employee shall be paid a weekend premium of **one dollar and thirty cents (\$1.30)** per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday, or such other forty-eight (48) hour period as the local parties may agree upon or as defined in the Collective Agreement. If an employee is receiving premium pay pursuant to a local scheduling regulation with respect to consecutive weekends worked, the employee will not receive weekend premium under this provision.

Effective July 1, 2023, An employee shall be paid a weekend premium of **one dollar and thirty-five cents (\$1.35)** per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday, or such other forty-eight (48) hour period as the local parties may agree upon or as defined in the Collective Agreement. If an employee is receiving premium pay pursuant to a local scheduling regulation with respect to consecutive weekends worked, the employee will not receive weekend premium under this provision.

COMMENTS:

Arbitrator Stout's decision recognized the need to increase shift and weekend premiums for ONA members in Long-Term Care. The increases do not bring the Homes to parity with similar premiums in Hospitals and Homes for the Aged.

Current Collective Agreement

- 16.08 (a) An employee who is required to remain available for duty on standby outside her or his regularly scheduled working hours shall receive

Current Collective Agreement

standby pay in the amount of three dollars and thirty cents (\$3.30) per hour for the period of standby scheduled by the Employer. Where such standby duty falls on a weekend or paid holiday, the employee shall receive standby pay in the amount of four dollars and ninety cents (\$4.90) per hour. Standby pay shall, however, cease where the employee is called in to work.

New Collective Agreement

16.08 (a) **Effective July 1, 2022**, an employee who is required to remain available for duty on standby outside ~~her or his~~ **their** regularly scheduled working hours shall receive standby pay in the amount of ~~three dollars and thirty cents (\$3.30)~~ **three dollars and forty-five cents (\$3.45)** per hour for the period of standby scheduled by the Home. Where such standby duty falls on a weekend or paid holiday, the employee shall receive standby pay in the amount of ~~four dollars and ninety cents (\$4.90)~~ **five dollars and five cents (\$5.05)** per hour. Standby pay shall, however, cease where the employee is called in to work.

COMMENTS:

Standby pay was increased by 15 cents for both premium and non-premium standby pay shifts.

Current Collective Agreement

17.01 (b) The Employer agrees to contribute 100% of the billed premiums towards coverage of eligible employees in the active employ of the Employer under an Extended Health Care Plan, with a Drug Card providing for a \$7.50 cap on re-imbursalment on the dispensing fee and a \$1.00 deductible per prescription. Positive Enrolment provision to be included. Reimbursement for prescribed drugs covered by the plan will be based on the cost of the lowest priced therapeutically equivalent generic version of the drug, unless there is a documented adverse reaction to the generic drug or unless the beneficiary's doctor stipulates that the generic drug is not an alternative, in which case the reimbursement will be for the prescribed drug.

In addition to the standard benefits, coverage will include hearing aids in the amount of minimum \$300/lifetime; and vision care in the amount of minimum \$300 every 24 months, with the right of the beneficiary to access the benefit one time only for corrective laser eye surgery.

The Plan will include a paramedical coverage bank which covers the following services from paramedical providers who are licensed or registered in the province of Canada in which the services are provided:

- Osteopath
- Chiropractor
- Podiatrist or Chiropodist
- Naturopath or Homeopath
- Audiologist

Current Collective Agreement

- Physiotherapist
- Psychologist
- Speech Therapist
- Acupuncturist
- Massage Therapist
- Ophthalmologist or Optometrist

to a maximum of \$750/insured person/year.

Out-of-country benefits for all homes.

It is also understood that coverage will include dependant children up to and including age 21.

It is also understood that coverage will include dependant children up to and including age 21.

New Collective Agreement

17.01 (b) The Employer agrees to contribute 100% of the billed premiums towards coverage of eligible employees in the active employ of the Employer under an Extended Health Care Plan, with a Drug Card providing for a \$7.50 cap on re-imbusement on the dispensing fee and a \$1.00 deductible per prescription. Positive Enrolment provision to be included. Reimbursement for prescribed drugs covered by the plan will be based on the cost of the lowest priced therapeutically equivalent generic version of the drug, unless there is a documented adverse reaction to the generic drug or unless the beneficiary's doctor stipulates that the generic drug is not an alternative, in which case the reimbursement will be for the prescribed drug.

Effective December 1, 2021, in addition to the standard benefits, coverage will include hearing aids in the amount of (minimum \$300/lifetime); and vision care in the amount of (minimum \$350 every 24 months), with the right of the beneficiary to access the benefit one time only for corrective laser eye surgery.

The Plan will include a paramedical coverage bank which covers the following services from paramedical providers who are licensed or registered in the province of Canada in which the services are provided:

- Osteopath
- Chiropractor
- Podiatrist or Chiropodist
- Naturopath or Homeopath
- Audiologist
- Physiotherapist
- Psychologist
- Speech Therapist
- Acupuncturist

New Collective Agreement

- Massage Therapist
- Ophthalmologist or Optometrist

to a maximum of \$750/insured person/year.

Effective December 1, 2021, coverage for mental health services for a total of \$800 annually.

Out-of-country benefits for all homes.

It is also understood that coverage will include dependant children up to and including age 21.

COMMENTS:

Arbitrator Stout's decision included a fifty (\$50) dollar increase to vision care every 24 months effective December 1, 2021. Additionally, effective December 1, 2021, a new Mental Health benefit of \$800 annually will be introduced, this same benefit was awarded by Arbitrator Kaplan two rounds ago in the hospital sector.

Interestingly, the Long-Term Care Covid-19 Commission said – as discussed repeatedly throughout this report – the COVID-19 pandemic has had a significant and lasting impact on the emotional and psychological well-being of staff and residents in long-term care.

22. Long-term care home licensees should make counselling services available to the residents and staff living and working in long-term care during the pandemic. Long-term care home licensees should bear the cost of this counselling, and no portion of that cost should be passed on to residents or staff.

Current Collective Agreement

17.02 (a) Notwithstanding Articles 14 and 17, full-time employees who continue to be employed past age 65 shall be eligible for the following benefits under the same cost sharing basis as active employees:

- 14.01 (a)
- 17.01 (b) EHC
- 17.01 (c) Reduce life insurance by 50% to the equivalent of one times (1x) salary

New Collective Agreement

17.02 (a) Notwithstanding Articles 14 and 17, full-time employees who continue to be employed past age 65 shall be eligible for the following benefits under the same cost sharing basis as active employees:

- 14.01 (a)
- 17.01 (b) EHC
- 17.01 (c) Reduce life insurance by 50% to the equivalent of one times (1x) salary **(one-half AD&D where such a provision exists)**

New Collective Agreement

- 17.01 (d) Dental

Effective August 1, 2021:

After age 65:

- 14.01 (a) (b) and (c)
- 17.01 (b) EHC
- 17.01 (c) Reduce life insurance by 50% to the equivalent of one times (1x) salary (one-half AD&D where such a provision exists)
- 17.01 (d) Dental

After Age 70:

- 14.01 (a) (b)
- 17.01 (b) EHC
- 17.01 (d) Dental
- \$0.443 per hour in lieu of weekly indemnity benefits and life insurance

COMMENTS:

A settlement was reached for a grievance regarding post age 65 benefits. The settlement requires the change to be included in the new Collective Agreement.

Current Collective Agreement

22.06 Responsibility Pay

- (a) An employee who is designated in writing to relieve the Director of Care, shall be paid ten dollars (\$10.00) per shift for each shift so worked, in addition to her regular rate of pay.

Effective July 1, 2019, where a Home changes its schedule to 12-hour tours, this rate will be converted to fifteen dollars (\$15.00) per shift (Refer to Articles 15.07, 15.09 & 15.12).

New Collective Agreement

22.06 Responsibility Pay

- (a) **Effective October 25, 2021**, an employee who is designated in writing to relieve the Director of Care, shall be paid ~~ten dollars (\$10.00)~~ **fifteen dollars (\$15.00)** per shift for each shift so worked, in addition to ~~her~~ **their** regular rate of pay.

~~Effective July 1, 2019~~, Where a Home changes its schedule to 12-hour tours, this rate will be converted to ~~fifteen dollars (\$15.00)~~ **twenty-two dollars and fifty cents (\$22.50)** per shift (Refer to Articles 15.07, 15.09 & 15.12).

COMMENTS:

Responsibility pay was increased for nurses who are designated to replace the Director of Care by \$5 for an 8-hour shift or \$7.50 for a 12-hour shift.

ONA proposed that these increases would be put into place whenever the Director of Care was not in the building. The current language does not address paid holidays or periods at the start and end of shifts when the Director of Care arrives later than the start time and leaves before the end of a regular shift. This improvement was not achieved.

Current Collective Agreement

22.06 (c) Student Supervision - No existing provision

(d) Mentorship - No existing provision

ONA Proposal

22.06 (c) Student Supervision

Nurses may be required, as part of their regular duties, to supervise activities of students in accordance with the current College of Nurses of Ontario *Practice Guideline – Supporting Learners*. Nurses will be informed in writing of their responsibilities in relation to these students and will be provided with what the Home determines to be appropriate training. Any information that is provided to the Home by the educational institution with respect to the skill level of the students will be made available to the Nurses recruited to supervise the students. The Home will review the Nurse's workload with the Nurse prior to the start of the assignment and provide support up to and including a decrease in resident assignment should the Nurse request in order to facilitate successful completion of the assignment.

Where a Nurse is assigned nursing student supervision duties, the Home will pay the Nurse a premium of sixty cents (60¢) per hour for all hours spent supervising nursing students regardless of the year of study. Failure of the Home to meet its obligations outlined above will not disentitle a Nurse from receiving the student supervision premium. This premium applies to all years of the educational program.

Clarity Note: Registered Nurses can supervise student Registered Nurses or Registered Practical Nurses. Registered Practical Nurses can supervise student Registered Practical Nurses.

(d) Mentorship

Registered Nurses may, from time to time, be assigned a formal mentorship/orientation role for a designated employee including during orientation, supernumerary and IEN arrangements.

ONA Proposal

After consultation with the employee being mentored and the mentor, the Home will identify the experiences required to meet their learning needs, will determine the duration of the mentorship assignment and expectations of the mentor, and appropriate training. Employees will be informed in writing of their responsibilities in relation to these employees and will be provided with what the Home determines to be appropriate training. During the consultation process, the Home will review the mentor's workload with the mentor and the employee being mentored to facilitate successful completion of the mentoring assignment.

The Home will provide, on a regular basis, all employees with an opportunity to indicate their interest in assuming a mentorship role. The Home selects and assigns the mentor for a given mentoring relationship.

The Home will pay the employee for this assigned additional responsibility a premium of sixty cents (60¢) per hour, in addition to their regular salary and applicable premium allowance.

Clarity Note: Registered Nurses can mentor Registered Nurses or Registered Practical Nurses. Registered Practical Nurses can mentor Registered Practical Nurses.

COMMENTS:

ONA tabled new provisions to introduce a Student Supervision premium and Mentorship premium. The Nursing Homes did not accept the need for these premiums and did not appreciate the work involved to be a preceptor for Students or a mentor for new staff.

Arbitrator Stout remitted this matter back to the parties for further discussion. He has remained seized to address these proposals if we cannot resolve them. We expect to be asking Arbitrator Stout to reconvene the parties to address these proposals in the very near future.

JOB SECURITY, WORKLOAD AND PROFESSIONAL PRACTICE ISSUES**Current Collective Agreement****9.17 Positions outside the Bargaining Unit**

- (a) An employee may substitute temporarily in a position outside the bargaining unit for up to fifteen (15) months from the date of the assignment. Bargaining unit employees shall be given the first opportunity to fill the resulting vacancy. The employee shall have the right to return to her or his bargaining unit position prior to the expiry of the fifteen (15) month period by giving the Employer six (6) weeks' notice.

Current Collective Agreement

Where an employee is backfilling outside of the bargaining unit for purposes of pregnancy and/or parental leave, the period of time will be extended up to nineteen (19) months from the date of the assignment. An employee who remains outside of the bargaining unit beyond the period covered by this article shall lose all seniority. When the employee returns to the bargaining unit, all other employee(s) shall revert to their previous positions.

An employee 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 unless the parties agree otherwise.

New Collective Agreement9.17 Positions outside the Bargaining Unit

- (a) An employee may substitute temporarily in a position outside the bargaining unit for up to fifteen (15) months from the date of the assignment. Bargaining unit employees shall be given the first opportunity to fill the resulting vacancy. The employee shall have the right to return to ~~her or his~~ **their** bargaining unit position prior to the expiry of the fifteen (15) month period by giving the Employer six (6) weeks' notice. Where an employee is backfilling outside of the bargaining unit for purposes of pregnancy and/or parental leave, the period of time will be extended up to nineteen (19) months from the date of the assignment. **An employee will not accrue seniority while in a temporary position under this provision.** An employee who remains outside of the bargaining unit beyond the period covered by this article shall lose all seniority. When the employee returns to the bargaining unit, all other employee(s) shall revert to their previous positions.

An employee 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~~ **they** will lose all seniority held at the time of the subsequent transfer unless the parties agree otherwise.

COMMENTS:

Clarity was achieved to reflect that seniority will not accrue where any member is outside of the bargaining unit in a temporary position.

Current Collective Agreement

- 15.05 Where there is a change to Daylight Savings from Standard Time or vice-versa, an employee who is scheduled and works a full shift shall be paid for a seven and one-half (7½) hour shift rather than the actual hours worked.

New Collective Agreement

- 15.05 ~~Where there is a change to Daylight Savings from Standard Time or vice-versa, an employee who is scheduled and works a full shift shall be paid for a seven and one-half (7½) hour shift rather than the actual hours worked.~~

New Collective Agreement

An employee will be paid for actual hours worked during a shift that is impacted by daylight savings time. Overtime will not be paid for additional hours worked during a twenty-four (24) hour period either as a result of a change-over to daylight saving from standard time or vice versa.

COMMENTS:

ONA was successful with negotiating language similar to what is contained in most ONA Collective Agreements to provide pay for actual hours worked during daylight savings time changes. Currently, the language allowed members to be paid for working 7.5 hours whether they worked the extra hour or worked an hour less due to daylight savings time. Extendicare was granted an extension, by Letter of Understanding, to meet this new provision, until December 31, 2022.

Current Collective Agreement15.12 Weekend Worker(d) Sick Leave

The employee is eligible for long-term disability benefits if provided for in the Collective Agreement. An employee will not receive pay for the two (2) weeks of any period of absence due to a legitimate illness. The employee may utilize the paid holiday bank as income replacement for absences due to illness, as described in Article (c) above. An employee who is eligible may apply for Employment Insurance for weeks three (3) through seventeen (17) for any absence due to a legitimate illness. The Home will provide the employee with Disability Income Protection as per Article 14.01 (c) for weeks eighteen (18) through thirty (30) for any absence due to a legitimate illness.

Employees may be required to provide medical proof of illness for any absence of a scheduled shift, which is neither vacation nor an approved leave of absence.

New Collective Agreement15.12 Weekend Worker(d) Sick Leave

The employee is eligible for long-term disability benefits if provided for in the Collective Agreement. An employee will not receive pay for the first **two (2) weeks** of any period of absence due to a legitimate illness. The employee may utilize the paid holiday bank as income replacement for absences due to illness, as described in Article (c) above. An employee who is eligible may apply for Employment Insurance for weeks **two (2) three (3) through sixteen (16) seventeen (17)** for any absence due to a legitimate illness. The Home will provide the employee with Disability Income Protection as per Article 14.01 (c) for weeks **seventeen (17) eighteen (18)** through thirty (30) for any absence due to a legitimate illness.

New Collective Agreement

Employees may be required to provide medical proof of illness for any absence of a scheduled shift, which is neither vacation nor an approved leave of absence.

COMMENTS:

The Weekend Worker language was updated to reflect the changes to the sick leave plan achieved in the last Collective Agreement as a result of changes in Employment Insurance Benefits.

Current Collective Agreement

Appendix B - Independent 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. If the parties are unable to reach agreement on the revised list, Arbitrator Wilson will remain seized to resolve the dispute.

New Collective Agreement

Appendix B - Independent 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. If the parties are unable to reach agreement on the revised list, Arbitrator **Wilson Stout** will remain seized to resolve the dispute.

COMMENTS:

We renewed the commitment to meet during the life of the Collective Agreement to address Independent Assessment Committee Chairs. It has been difficult to find Chairs with Long-Term Care expertise. We also updated the name of the Arbitrator who will assist us if there is a dispute over the Chairs reviewed for acceptability.

OCCUPATIONAL HEALTH AND SAFETY**Current Collective Agreement**

6.06 Health & Safety

- (i) The Employer shall:
- i) Inform employees of any situation relating to their work which may endanger their health and safety, as soon as it learns of the said situation,
 - ii) Inform employees regarding the risks relating to their work and provide training and supervision so that employees have the skills and knowledge necessary to safely perform the work assigned to them,

Current Collective Agreement

When faced with occupational health and safety decisions, the Home will not await full scientific or absolute certainty before taking reasonable action(s) that reduces risk and protects employees.

- iii) Ensure that the applicable measures and procedures prescribed in the *Occupational Health and Safety Act* are carried out in the workplace.

New Collective Agreement6.06 Health & Safety

- (i) The Employer shall:

- i) status quo

- ii) Inform employees regarding the risks relating to their work and provide training and supervision so that employees have the skills and knowledge necessary to safely perform the work assigned to them,

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.

- iii) **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.**

- v) **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.**

- vi) **The Home will maintain a pandemic plan, inclusive of an organizational risk assessment, that will be shared annually with the JHSC.**

- vii) Ensure that the applicable measures and procedures prescribed in the *Occupational Health and Safety Act* are carried out in the workplace.

- (o) **For any other information required by OHSA and its Regulations will be provided as follows; If no one is available to act as the ONA JHSC member, then JHSC committee information will be provided to the ONA Bargaining Unit President (BUP), or if no BUP is available, then the LRO.**

COMMENTS:

ONA sought to codify the achievements from the Stout arbitration decision about the provision of PPE and to achieve recognition of payment for self-isolation and ongoing monitoring of PPE supply. We were successful reaching agreement on access to PPE,

COMMENTS:

PPE supply updates to the JHSC, fit-testing and retesting as needed, provision of the pandemic plan and clarity that where there is no JHSC member, or Bargaining Unit President, information will be provided to the Labour Relations Officer.

HUMAN RIGHTS AND EQUITY**Current Collective Agreement**

4.04 (a) "Every person who is an employee has a right to freedom from harassment in the workplace by the employer or agent of the employer or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, same-sex partnership status, gender identity, gender expression, family status or disability". ref: *Ontario Human Rights Code, Sec. 5 (2)*.

New Collective Agreement

4.04 (a) "Every person who is an employee has a right to freedom from harassment in the workplace by the Home or agent of the Home or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, **sexual orientation, gender identity, gender expression,** age, record of offences, marital status, ~~same-sex partnership status, gender identity, gender expression,~~ family status or disability". ref: *Ontario Human Rights Code, Sec. 5 (2) and 10 (1)*.

COMMENTS:

ONA proposed and achieved modernization of the terminology in the anti-harassment provision.

Current Collective Agreement

New provision and renumber balance of Article.

New Collective Agreement

4.05 The parties are committed to promoting workplace diversity and inclusion. The parties are committed to a workplace that is inclusive of diverse communities, including but not limited to Black, Indigenous, People of Colour (BIPOC) and Lesbian, Gay, Bisexual, Transgender, Queer and/or Questioning, Intersex, Asexual and/or Agender, Two-Spirited and the countless affirmative ways in which people choose to self-identify (LGBTQIA2+).

The parties agree diversity and inclusion is an appropriate discussion for Labour Management. The Labour Management Committee will discuss initiatives and programs for the workplace to promote an environment that encourages, supports, and celebrates equity, diversity and inclusivity for staff.

COMMENTS:

ONA proposed and achieved language that recognizes the need for workplace diversity and inclusion. Diversity and inclusion initiatives and programs for the workplace to promote an environment that encourages, supports, and celebrates equity, diversity

COMMENTS:

and inclusivity for staff will be a regular topic of discussion at Labour Management meetings.

LEAVES OF ABSENCE AND SECONDMENTS**Current Collective Agreement****11.04 Bereavement Leave**

- (a) Upon the death of an employee's spouse, spouse to include same-sex partner, child or stepchild, an employee shall be granted leave up to a maximum of five (5) continuous calendar days without loss of pay. One of the days of leave shall include the day of the funeral or equivalent service. Additional days off with or without pay may be granted by the Employer. Part-time employees will be credited with seniority and service for all such leave.

In the event of a delayed interment or ceremony for reason of religion or other protected grounds under the *Ontario Human Rights Code*, an Employee may save one of the days identified above without loss of pay to attend the interment or ceremony.

- (b) When a death occurs in the immediate family of an employee, the employee shall be granted leave up to a maximum of three (3) continuous calendar days without loss of pay around the date of the funeral or equivalent service provided that the employee must be regularly scheduled to work such days to receive pay.
- (d) An employee shall be granted one (1) day bereavement leave without loss of pay to attend the funeral, or if there is no funeral, an equivalent service for his or her aunt or uncle, niece or nephew. Where there is a funeral, but the employee cannot attend by reason of religion or other protected grounds under the *Ontario Human Rights Code*, the employee shall be granted one (1) day bereavement leave without loss of pay to attend an equivalent service within a week following the funeral.

New Collective Agreement**11.04 Bereavement Leave**

- (a) Upon the death of an employee's spouse, spouse to include same-sex partner, child or stepchild, an employee shall be granted leave up to a maximum of five (5) continuous calendar days without loss of pay. One of the days of leave shall include the day of the **death**, funeral or equivalent service. Additional days off with or without pay may be granted by the Employer. Part-time employees will be credited with seniority and service for all such leave.

In the event of a delayed interment or ceremony for reason of religion or other protected grounds under the *Ontario Human Rights Code*, an

New Collective Agreement

Employee may save one or all of the days identified above without loss of pay to attend the interment or ceremony if there is one and it is delayed.

- (b) When a death occurs in the immediate family of an employee, the employee shall be granted leave up to a maximum of three (3) continuous calendar days without loss of pay around the date of the **death**, funeral or equivalent service provided that the employee must be regularly scheduled to work such days to receive pay.
- (d) An employee shall be granted one (1) day bereavement leave without loss of pay to attend the **death**, funeral, or if there is no funeral, an equivalent service for upon the death of ~~his or her~~ **their** aunt or uncle, niece or nephew. Where there is a funeral, but the employee cannot attend by reason of religion or other protected grounds under the *Ontario Human Rights Code*, the employee shall be granted one (1) day bereavement leave without loss of pay to attend an equivalent service within a week following the funeral.

COMMENTS:

Bereavement leave provisions were amended to reflect that this leave could be granted around the period of a death, not only for the funeral or other service. There have been circumstances when a member would have benefited to be with a loved one while they were passing.

Current Collective Agreement

Letter of Understanding – Re: Secondments

New Collective Agreement

11.10 The Home shall seek the Union's agreement if it wishes to establish secondment arrangements. Such agreement shall not be unreasonably denied. The terms and conditions will be established by agreement of the parties.

An employee, who is seconded to another Employer, for a period not greater than one (1) year, shall not suffer any loss of seniority, service or benefits for the duration of the secondment.

Notwithstanding Article 2.04, the parties also agree that a Home may allow an employee from another Employer to be seconded to the Home for a period not greater than one (1) year. It is understood that this employee remains the employee of the sending Employer and is subject to the terms and conditions of employment of that Employer. If the seconded employee is not covered by an ONA Collective Agreement, the Home will ensure that the Union receives the equivalent of the dues remittance for all such employees.

COMMENTS:

The Letter of Understanding for Secondments was moved into the body of the Collective Agreement, no changes were made to the current language.

ENFORCEMENT

Current Collective Agreement	
13.01	All employees who are regularly scheduled seventy-five (75) hours on a bi-weekly basis shall receive vacations with pay based on length of full-time continuous service as follows:
New Collective Agreement	
13.01	All employees who are regularly scheduled seventy-five (75) hours on a bi-weekly basis shall receive vacations with pay based on length of full-time continuous service as follows:
New Footnote:	
The parties agree to grandparent Superior Conditions related to Article 13.01 as per past practice – This will be referred to the local parties to determine the list of any grand parented employees' names in a Letter of Understanding. Any disputes to be referred to local arbitration.	
COMMENTS:	
Clarification of grandparented individuals with superior vacation entitlements was added and the names will be codified in a Letter of Understanding once confirmed. The following sets out the history of the grandparented provisions.	
13.01 (c) ² If members had a superior four-week vacation entitlement, it has been protected for employees who were employed on or before July 1, 2005 (applies to language that becomes effective at the commencement of the 2007 vacation year).	
13.01 (d) ³ Several collective agreements provided for a superior five-week vacation entitlement, it has been protected for employees who were employed on or before November 20, 2006 (applies to language that becomes effective at the commencement of the 2007 vacation year).	
Current Collective Agreement	
21.10	No current provision
New Collective Agreement	
21.10	The Home, as a good labour relations practice, will notify the nurse when it reports them to the College of Nurses of Ontario and refer them to the Union as a resource.
	It is understood that the requirement to notify the nurse when the Home reports them to the College of Nurses of Ontario has no bearing on the Home's right to reprimand or discipline a nurse for just cause. Under no circumstances will a failure or untimely notification provide grounds to nullify any right to reprimand or discipline a nurse.
COMMENTS:	
ONA proposed that the Homes notify nurses when they were being reported to the College of Nurses due to a recent increase of reports resulting in cold calls from the College that are taking members by surprise. In these circumstances, members do not have the time needed to consult with LEAP prior to speaking with the College. The	

COMMENTS:

Homes were concerned that this would impede their ability to reprimand our members and limit their requirements to report nurses to the College of Nurses. Arbitrator Stout ordered ONA's proposal and added additional language to address their requirements to report nurses to the College and their ability to discipline nurses.

ADMINISTRATIVE, EDITORIAL AND HOUSEKEEPING**COMMENTS:**

ONA achieved several housekeeping changes to address the following:

- Local issues will be bolded within the template.
- Non-binary pronoun use.
- Letters of Understanding updated and renewed as referenced.
- Schedule A and B renewed.

Current Collective Agreement

6.08 The parties agree that if incidents involving aggressive client action occur, such action will be recorded and reviewed at the Occupational Health and Safety Committee. Reasonable steps within the control of the Employer will follow to address the legitimate health and safety concerns of employees presented in that forum.

It is understood that all such occurrences will be reviewed at the Resident Care Conference.

New Collective Agreement

6.08 The parties agree that if incidents involving aggressive client action occur, such action will be recorded and reviewed at the **Occupational Joint** Health and Safety Committee. Reasonable steps within the control of the Employer will follow to address the legitimate health and safety concerns of employees presented in that forum.

It is understood that all such occurrences will be reviewed at the Resident Care Conference.

COMMENTS:

This is a housekeeping change to reflect the correct title for the JHSC.

Current Collective Agreement

7.02 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 Collective Agreement

current addresses and phone numbers, shown on the Employer's personnel records. The Employer will endeavour to provide information in electronic format if the Employer has the technology.

New Collective Agreement

7.02 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~~ **deducted**. 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 endeavour to provide information in electronic format if the Employer has the technology.

COMMENTS:

This is a housekeeping change to reflect the correct term. Dues are remitted to ONA but are deducted monthly by the Employer.

Current Collective Agreement

17.03 (f) The arbitrators for this process shall be Randi Abramsky and George Surdykowski.

If additional arbitrators are necessary, Norm Jesin shall remain seized to appoint these, if the parties are unable to agree.

New Collective Agreement

17.03 (f) The arbitrators for this process shall be Randi Abramsky and ~~George Surdykowski~~ **Chris White**.

If additional arbitrators are necessary, Norm Jesin shall remain seized to appoint these, if the parties are unable to agree.

COMMENTS:

The benefit disputes grievance process was updated to remove a retired Arbitrator.

Current Collective Agreement

18.01 The Nursing Homes and Related Industries Pension Plan

....

"Eligible Employee" means full-time and part-time employees in the bargaining unit who have completed four hundred and fifty (450) hours of service and who are not prohibited from contributing to the Plan by legislation or the Plan rules because of their age or because they are in receipt of a pension from the Plan.

New Collective Agreement18.01 The Nursing Homes and Related Industries Pension Plan

....

“Eligible Employee” means full-time and part-time **(includes casual)** employees in the bargaining unit who have completed four hundred and fifty (450) hours of service and who are not prohibited from contributing to the Plan by legislation or the Plan rules because of their age or because they are in receipt of a pension from the Plan.

COMMENTS:

Clarity was reached to confirm the inclusion of casual part-time employees’ entitlement to NHRIPP.

Current Collective Agreement

21.07 The Employer will provide to each employee, upon request, upon termination of employment a letter detailing her or his employment dates, length of service and experience.

New Collective Agreement

21.07 **Within fourteen (14) days of receipt of a written request from the employee, during employment, the Home will provide the employee with a letter detailing their employment dates, length of service (including total hours worked, available as of the date of the request) and experience at the Home.**

The Employer will provide to each employee, upon request, upon termination of employment a letter detailing ~~her or his~~ **their** employment dates, length of service, **including total hours worked**, and experience.

COMMENTS:

ONA was successful negotiating an amendment to the provision of an employment letter within 14 days of a request. In addition, total hours worked will be included in letters provided to employees, who so request, when they leave the employment of a Home.

Current Collective Agreement21.08 Errors on Paycheques

In the event of an error on an employee's pay, the correction will be made in the pay period following the date on which the underpayment comes to the Employer's attention. If the error results in an employee being underpaid by one (1) day's pay or more, the Employer will provide payment for the shortfall within three (3) business days from the date it is notified of the error.

New Collective Agreement21.08 Errors on Paycheques

In the event of an error on an employee's pay, the correction will be made in the pay period following the date on which the underpayment comes to

New Collective Agreement
the Employer's attention. Effective October 25, 2021 , if the error results in an employee being underpaid by one (1) day's pay three and one-quarter (3.25) hours or more, the Employer will provide payment for the shortfall within three (3) business days from the date it is notified of the error.
COMMENTS:
ONA proposed a reduction of one day's pay to 3.25 hours pay to be paid within two (2) days. Arbitrator Stout ordered the reduction to 3.25 hours pay but maintained the three (3) days for the Home to pay the employees for errors in their pay of half of a regular shift or more.

Current Collective Agreement
21.09 Where the Employer provides electronic pay stubs and/or T-4 slips, the Employer will provide accessibility to a computer and printer, or a hard copy.
New Collective Agreement
21.09 Where the Home provides electronic pay stubs statements and/or T4 slips, the Home will provide accessibility to a computer and printer, or a hard copy.
COMMENTS:
This is a housekeeping change to reflect the move to pay statements rather than pay stubs.

Amend Letter of Understanding – New Certifications – Delete hyphen between Article references and replace with “through”.

If a participating Home is newly certified by ONA at one of its owned nursing Homes for its registered nurses, the existing standard non-monetary provisions in the central ONA/RN agreements will automatically apply to the nurses effective nine (9) months after the Home receives notice to bargain from the Union or a Memorandum of Agreement or Interest Arbitration Award is received, whichever is earlier.

These provisions include:

- Article 1
- Article 2.03
- Articles 2.05, 2.07 **through** 2.12
- Articles 3 **through** 8
- Articles 9.01(d) only, 9.03 **through** 9.13, 9.15, 9.16, 9.17
- Article 10
- Article 11 [except 11.05 (d) and (h)]
- Article 12 holidays – long weekends (12.07)
- Article 14.03
- Article 17.05, 17.06
- Article 19.02, 19.03
- Article 20, 21
- Article 23 [except 23.01]

RENEW the following Letters of Understanding:

- New Certifications
- Central Negotiating Team
- Transfers between Homes within Chain
- Pilot Project – One Home Two Homes Employment Opportunities
- Supernumerary Positions
- Supernumerary Positions-Nursing Career ORIENTATION (NCO) Initiative for Internationally Educated Nurses (IENs)
- Grievance Commissioner System
- Central Committee on Violence in the Workplace
- Joint Advocacy
- Pilot Homes to Trial/LOU some of the following innovative practices
- Professional Responsibility

RENEW Current NP Letters of Understanding for Steeves & Rozema Homes**RENEW the following Schedules:**

- Schedule A – Certificate of Employee Confirming Absence due to Personal Illness or Injury
- Schedule B – Medical Certificate of Inability to Work or Readiness to Return to Work Due to/Following Personal Illness or Injury

APANS Parklane**Article 13.02 – Footnotes**

Those Employees who presently enjoy better than five (5) weeks' vacation benefits shall continue to receive such better benefit while employed at the Home.

Those Employees who presently enjoy better than six (6) weeks' vacation benefits shall continue to receive such better benefit while employed at the Home.

Confirm Superior benefit and move to Letter of Understanding.

Article 14.04 – Confirm payout was made November 30, 2020. If made, Article can be deleted.

Article 16.01 – Paragraph 2 – Move to Letter of Understanding.

Re: Assignment of Overtime

In the event that the Employer requires overtime to be worked, the Employer will continue its practice of first offering overtime to employees within the classification. In the event no employee voluntarily accepts the overtime work, the Employer will assign the overtime work to employees within the classification in the reverse order of seniority and it is hereby agreed that the employees will work such assigned overtime.

Letter of Understanding – Grandfathering of Float Days for Part-time Employees. Retain in Agreement.

Letter of Understanding – Uniforms – Delete once Central Collective Agreement is settled or an arbitration decision is issued and implemented.

Letter of Understanding – Vacation Pay – Delete from Collective Agreement as of June 30, 2021. Effective July 1, 2021, vacation will be with pay.

COMMENTS:

APANS Parklane was accepted by the parties as a new joiner, maintaining Superior Conditions.