##### ONA AND PARTICIPATING NURSING HOMES

**SUMMARY OF COLLECTIVE AGREEMENT CHANGES**

**AS A RESULT OF THENOT-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 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 long-standing staffing shortages and further reducing staffing in Long-Term Care, staffing homes with agency 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 in 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 impact 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.

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 comparators rates of pay. These Homes are constrained by Bill 124 Bill 124 *– Protecting a Sustainable Public Sector for Future Generations Act* like the hospitals and Charitable Homes for the Aged, thus limiting free collective bargaining and effectively widening 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. Thus, we were forced to move forward to Interest Arbitration (HLDAA).

The purpose of Bill 124 is to impose wage restraint on public-sector employees, including the employees covered by this Collective Agreement. Bill 124 prohibits ONA and employers from bargaining wages, benefits, and other monetary compensation that total more than one per cent on average for all employees of total compensation. This applies to over 90 per cent of our membership of 68,000, under approximately 550 different Collective Agreements. While the *Act* does not reference the *Hospital Labour Disputes Arbitration Act (HLDAA)* specifically, the legislation refers to arbitration decisions, which would include interest arbitration decisions under *HLDAA.*

Bill 124 states that its purpose “is to ensure that increases in public sector compensation reflect the fiscal situation of the province, are consistent with the principles of responsible fiscal management and protect the sustainability of public services.” It prohibits ONA and employers from bargaining compensation increases that are greater than a total of one per cent for each year of a three-year period (called the "moderation period"). Compensation is defined very broadly and includes “anything paid or provided, directly or indirectly, to or for the benefit of an employee, and includes salary, benefits, perquisites and all forms of non-discretionary and discretionary payments.”

Bill 124 prohibits ONA from collectively bargaining any incremental increases to existing or new compensation entitlements that in total equal more than one per cent on average for all employees covered by the Collective Agreement for each year of the three-year moderation period. The *Act* permits grid movement based on annual length of time, performance, and program/course completion.

The *Act* prohibits bargaining for compensation before or after the three-year moderation period "to an employee for compensation that the employee will not, does not, or did not receive" as a result of the wage restraints under the *Act.* Thus, prohibiting either front-end or back-end loading of Collective Agreement wage increases. The provision thus provides that the three-year compensation restraint experienced by nurses and other health-care professionals is permanent and cannot be recovered in future rounds of collective bargaining. The *Act* permits pay equity and human rights entitlements to proceed.

The *Act* also provides extensive powers to the Ontario government's Management Board of Cabinet to issue directives to employers and employers' organization to disclose information, including personal information, relating to collective bargaining and compensation for the purpose of ensuring compliance with the *Act*. It goes further to provide that the “Minister” may, “in the Minister's sole discretion, make an order that a Collective Agreement or arbitration award is inconsistent with the *Act*.”

ONA requested an exemption from the *Act* during “consultations,” then applied for an exemption from the *Act* pursuant to provisions contained in the Act immediately upon the *Act* coming into force, and a response from the Treasury Board came quickly for these homes. For this Collective Agreement, the moderation period in the legislation sets out a period of July 1, 2021 to June 30, 2024. Therefore, with the conclusion of this Collective Agreement, the three-year moderation period is concluded! As you will see, when ONA is successful with the Charter Challenge, we have maintained the right to revisit the moderation period and renegotiate the appropriate bargaining outcome that reflects the true worth of nurses and health-care professionals in the hospital sector. It is an outcome that is more than the cost-of-living increases and reflects the devastating impact the pandemic and nursing shortage have had on you, our members!

Arbitrator John Stout issued his arbitration decision for fifteen (15) Charitable Not-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 take the easy road and follow Bill 124’s wage restraint requirements. 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; nor the mental and physical health needs of the membership.Arbitrator Stout’s decision cites that the Board is restricted by Bill 124 and complies with the *Act.*

In ONA’s view, there remains a substantial inequality in compensation rates between our members in Not-For-Profit Nursing Homes, For-Profit 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 Nursing Homes were seeking.

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

| **COMMENTS:** |
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| 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% across-the-board increases for all classifications.
* Effective July 1, 2022: 1% across-the-board increases for all classifications.
* Effective July 1, 2023: 1% across-the-board increases for all classifications.

RN Salary Grid (Full-time)

* Effective July 1, 2021, $30.90 to $46.77
* Effective July 1, 2022, $31.21 to $47.24
* Effective July 1, 2023, $31.52 to $47.71

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

* Effective July 1, 2021, $33.53 to $50.75
* Effective July 1, 2022, $33.86 to $51.26
* Effective July 1, 2023, $34.20 to $51.77

**RPN and Allied Health Professionals Classifications**

* Effective July 1, 2021: 1% across-the-board increases for all RPN and allied health professional classifications.
* Effective July 1, 2022: 1% across-the-board increases for all RPN and allied health professional classifications.
* Effective July 1, 2023: 1% 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 | $30.90 | $31.21 | $31.52 |
| 1 Year | $31.91 | $32.23 | $32.55 | $32.88 |
| 2 Years | $32.95 | $33.28 | $33.61 | $33.95 |
| 3 Years | $34.71 | $35.06 | $35.41 | $35.76 |
| 4 Years | $36.11 | $36.47 | $36.83 | $37.20 |
| 5 Years | $37.84 | $38.22 | $38.60 | $38.99 |
| 6 Years | $39.50 | $39.90 | $40.30 | $40.70 |
| 7 Years | $42.86 | $43.29 | $43.72 | $44.16 |
| 8 Years | $46.31 | $46.77 | $47.24 | $47.71 |

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%), July 1, 2022 (1%) and July 1, 2023 (1%).

| **Registered Nurse – Part-time (plus 8.5%)** | | | | |
| --- | --- | --- | --- | --- |
| **Step** | **Current** | **July 1, 2021** | **July 1, 2022** | **July 1, 2023** |
| Start | $33.19 | $33.53 | $33.86 | $34.20 |
| 1 Year | $34.62 | $34.97 | $35.32 | $35.67 |
| 2 Years | $35.75 | $36.11 | $36.47 | $36.84 |
| 3 Years | $37.66 | $38.04 | $38.42 | $38.80 |
| 4 Years | $39.18 | $39.57 | $39.96 | $40.36 |
| 5 Years | $41.06 | $41.47 | $41.88 | $42.30 |
| 6 Years | $42.86 | $43.29 | $43.73 | $44.16 |
| 7 Years | $46.50 | $46.97 | $47.44 | $47.91 |
| 8 Years | $50.25 | $50.75 | $51.26 | $51.77 |

| **Registered Practical Nurse – Valley Manor** | | | | |
| --- | --- | --- | --- | --- |
| **Step** | **Current** | **July 1, 2021** | **July 1, 2022** | **July 1, 2023** |
| 450 Hours Probation | $22.31 | $22.53 | $22.76 | $22.99 |
| Start | $22.99 | $23.22 | $23.45 | $23.68 |
| 1 Year | $23.67 | $23.91 | $24.15 | $24.39 |
| 2 Years | $25.03 | $25.28 | $25.53 | $25.79 |
| 3 Years | $26.61 | $26.88 | $27.15 | $27.42 |

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

| **COMMENTS:** |
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| Arbitrator Stout awarded a general wage increase of 1% effective July 1, 2021, 1% effective July 1, 2022, and 1% effective July 1, 2023. We argued for a minimum of a three-per-cent (3%) wage increase and normative other increases e.g., premiums, benefits in each year of the Collective Agreement, and that the *Protecting a Sustainable Public Sector for Future Generations Act, 2019* (Bill 124) should not apply. 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 Collective Agreements have and thus reach their job rates much sooner than any classification in the Nursing Homes Collective Agreements.  Section 28(1)(a) of Bill 124 contains specific language to ensure that nothing in the *Act* can be interpreted or applied in a way that reduces any entitlements under the *Human Rights Code* or the *Pay Equity Act*.  The employer’s only position was a 1% increase effective July 1, 2021, 1% increase effective July 1, 2022, and 1% increase effective July 1, 2023. They did not propose any other increase to any monetary clause. |

**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:** |
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| Article 22.02 remains intact except the number of days to pay the retroactivity 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** |
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| 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** |
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| 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:** |
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| 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** |
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| 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** |
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| 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**.  Effective July 1, 20**22**, an employee shall be paid a shift premium of **one dollar ($1.00)** 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 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**.  (b) Effective July 1, 20**21**, 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. |

| **COMMENTS:** |
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| Arbitrator Stout allocated the remaining balance of the 1% total compensation in each year to these premiums. These amounts are small because of the size of the ONA bargaining units and the amount of money that could be used to calculate 1% total compensation. |

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

**JOB SECURITY, WORKLOAD AND PROFESSIONAL PRACTICE ISSUES**

| **Current Collective Agreement** |
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| 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. 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 Agreement** |
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| 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~~ **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:** |
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| 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** |
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| 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** |
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| 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.~~  **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:** |
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| ONA was successful with negotiating language similar to what is 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 to implement this new provision, until December 31, 2022.  **New Letter of Understanding for Extendicare and Extendicare Managed.** To address Extendicare and Extendicare Managed Homes that cannot implement now while a new payroll system is being installed. Implementation to be confirmed by December 31, 2022. |

| **Current Collective Agreement** |
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| 15.12 (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)week~~s~~ 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 Agreement** |
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| 15.12 (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)~~ **week**~~s~~ 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.  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:** |
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| The weekend worker language was updated to reflect the changes to the sick leave plan achieved in the last Collective Agreement based on the changes to Employment Insurance Benefits. |

| **Current Collective Agreement** |
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| 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** |
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| 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:** |
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| 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** |
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| 6.06 Health & Safety  (i) The Employer shall:   1. 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, 2. 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) 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 Agreement** |
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| 6.06 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:** |
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| 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, 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** |
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| 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 partner-ship 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 and inclusivity for staffwill 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 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 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 Home 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 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 is remitted to ONA but is 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 arbitrator~~s~~ for this process shall be Randi Abramsky and ~~George Surdykowsky~~ **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 Agreement** |
| --- |
| 18.01 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 amended** provision ~~of an~~ **to the** 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 Agreement** |
| --- |
| 21.08 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 Agreement** |
| --- |
| 21.08 Errors on Paycheques  **Effective October 25, 2021**, 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~~ three and one-quarter (3.25) hours** 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. |

| **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** |
| --- |
| 21.09Where the Employer provides electronic paystubs and/or T-4 slips, the Employer will provide accessibility to a computer and printer, or a hard copy. |

| **New Collective Agreement** |
| --- |
| 21.09Where 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. |