

Ontario Nurses' Association and Participating Nursing Homes
Items in Agreement
April 26, 2021

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.

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) 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.

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.

Letter of Understanding – Re: Secondments – Move into body of Template as Article 11.10 and renumber subsequent provisions.

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.

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

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
- Supernumerary Positions
- Supernumerary Positions-Nursing Career Orientation (NCO) Initiative for Internationally Educated Nurses (IENs)
- Grievance Commissioner System
- Central Committee on Violence in the Workplace

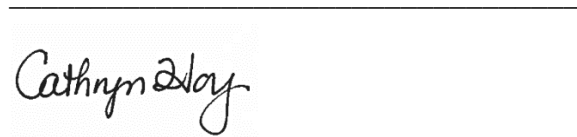
RENEW the following Schedules:

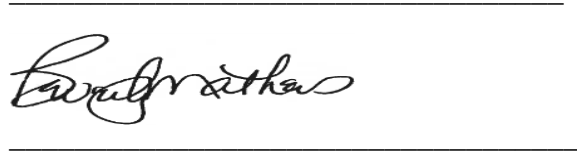
- Schedule A – Certificate of Employee Confirming Absence due to Personal Illness or Injury
- Schedule B – Medical Certificate of Inability to Work or Readiness to Return to Work Due to/ Following Personal Illness or Injury

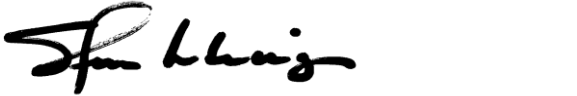
DATED this 26 day of April 2021.

ON BEHALF OF THE
ONTARIO NURSES' ASSOCIATION:

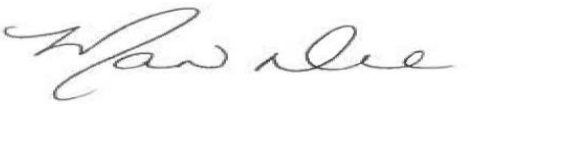


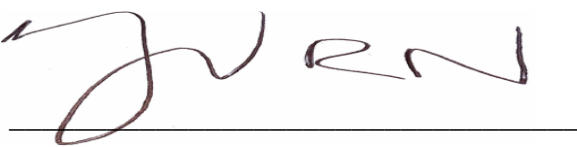







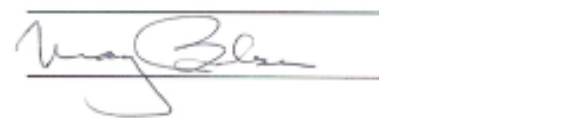


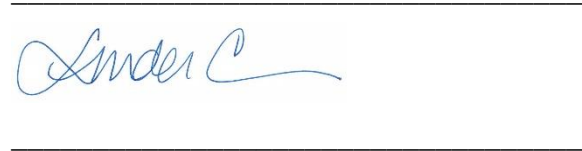




ON BEHALF OF THE
PARTICIPATING NURSING HOMES:





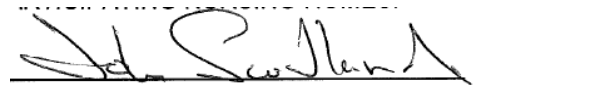


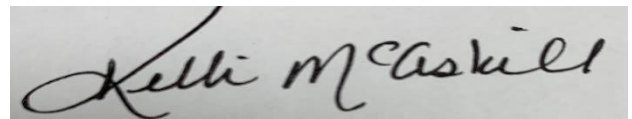












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Paula Bailey

**Ontario Nurses' Association and Participating Nursing Homes
Items in Agreement
April 26, 2021**

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.

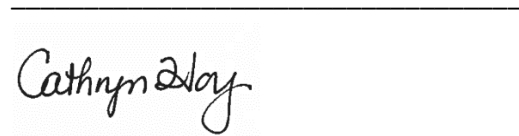
Letter of Understanding – Uniforms – Delete once Central Collective Agreement is settled or an award is issued and implemented.

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

DATED this 26th day of April 2021.

ON BEHALF OF THE
ONTARIO NURSES' ASSOCIATION:

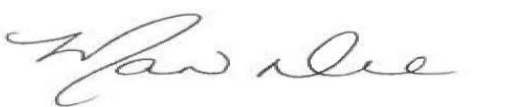














ON BEHALF OF THE
PARTICIPATING NURSING HOMES:





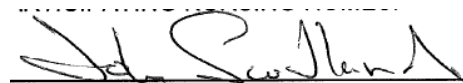


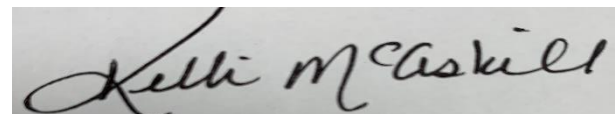












JD.

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Paula Bailey

Ontario Nurses' Association and Participating Nursing Homes
Items in Agreement
April 27, 2021

Amend Note on Template Cover as follows:

Note: Throughout the Collective Agreement, local issues have been indicated with **bold** italics.

Change she/he, her/him/his to **their/they/them** or **employee** as appropriate throughout the Collective Agreement. If there is a dispute over appropriateness in drafting, status quo will remain.

7.01 The Employer shall deduct monthly from the pay due to each employee who is covered by this Agreement a sum equal to the monthly Union dues of each such employee. Where an employee has no earnings during the first payroll period, the deduction shall be made in the next payroll period where the employee has earnings, within that month. **The Union shall notify the Employer in writing of the amount of such dues from time to time.** The Employer will send to the Union its cheque for the dues so deducted in the month following the month in which the dues are deducted. When arrears or adjustments are submitted retroactively, the dues month and an explanation will accompany any such dues.

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 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 will lose all seniority held at the time of the subsequent transfer unless the parties agree otherwise.

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.

....

"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.

- 21.09 (b) 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.

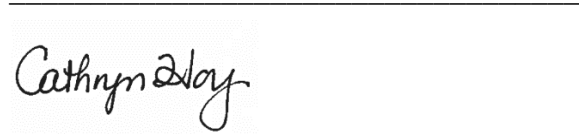
Renew the following Letters of Understanding:

- Pilot Project – One Home Two Homes Employment Opportunities
- Joint Advocacy
- Pilot Homes to Trial/LOU some of the following innovative practices

DATED this 27th day of April 2021.

ON BEHALF OF THE
ONTARIO NURSES' ASSOCIATION:







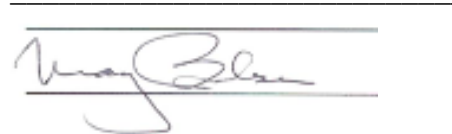






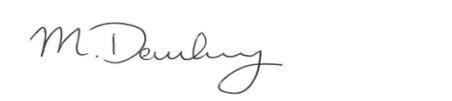
ON BEHALF OF THE
PARTICIPATING NURSING HOMES:













Juan

Abell

John Swillan

Kelli Mcaskill

JD

WJ

Paula Bailey

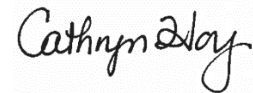
**Ontario Nurses' Association and Participating Nursing Homes
Items in Agreement
April 29, 2021**

- 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)**.

DATED this 29th day of April 2021.

ON BEHALF OF THE
ONTARIO NURSES' ASSOCIATION:















ON BEHALF OF THE
PARTICIPATING NURSING HOMES:





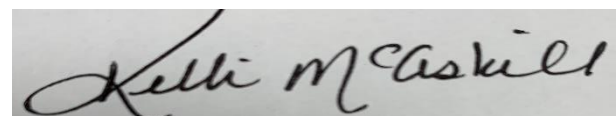












John Swellman

JD

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Paula Bailey

Mary D

**Ontario Nurses' Association and Participating Nursing Homes
Items in Agreement
May 18, 2021**

- 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.
- 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 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.
- 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)~~ **ten dollars (\$10.00)**.

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

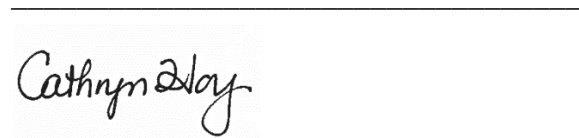
adequate number of Chairpersons are available. If the parties are unable to reach agreement on the revised list, Arbitrator ~~Wilson~~ Stout will remain seized to resolve the dispute.

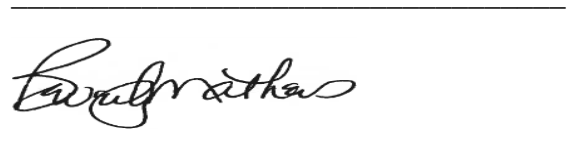
Renew Letter of Understanding, re: Professional Responsibility

DATED this 18th day of May 2021.

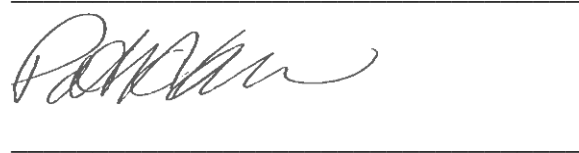
ON BEHALF OF THE
ONTARIO NURSES' ASSOCIATION:




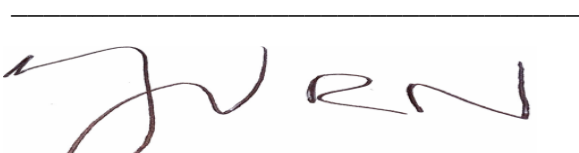






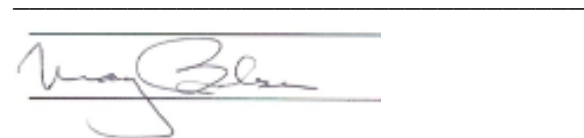


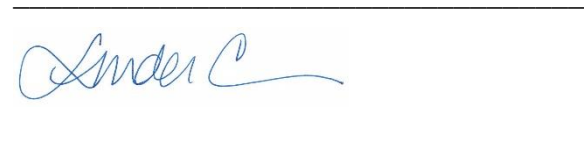




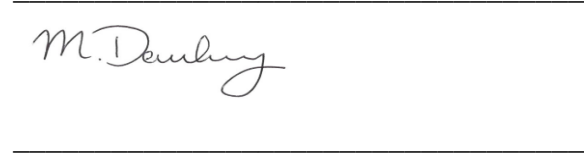
ON BEHALF OF THE
PARTICIPATING NURSING HOMES:

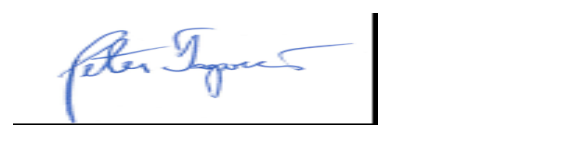


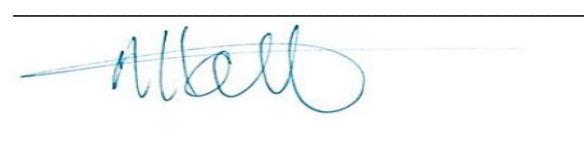


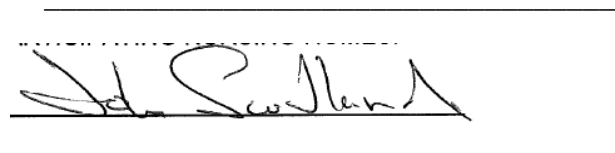


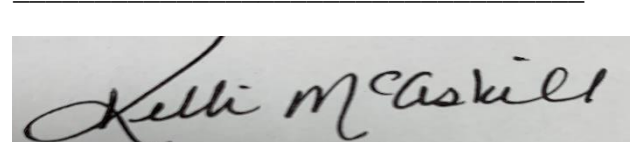












JD.

WJ

Paula Bailey

Mary DS

**Ontario Nurses' Association and Participating Nursing Homes
Items in Agreement
May 19, 2021**

15.05 **An employee will be paid for actual hours worked during a shift that is impacted by day-light 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.**

~~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.~~

Implementation for all homes except as identified in the LOU as soon as practicable.


New Letter of Understanding for Extendicare and Extendicare Managed.

To address Extendicare and Extendicare Managed Homes that cannot implement now to confirm implementation by December 31, 2022.

DATED this 19th day of May 2021.

ON BEHALF OF THE
ONTARIO NURSES' ASSOCIATION:

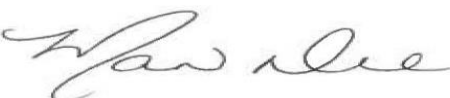






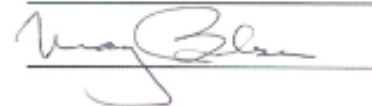






ON BEHALF OF THE
PARTICIPATING NURSING HOMES:













Juan

Abell

John Swillens

Kelli Mcaskill

JD

Jim

Paula Bailey

Mary DS

**Ontario Nurses' Association and Participating Nursing Homes
Items in Agreement
May 19, 2021**

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.

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.**

iii 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.

For Profit Employers Only

16.08 (a) **Effective July 1, 2022**, an employee who is required to remain available for duty on standby outside her or his 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.

13.01 **Add 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 grandparented employees' names in a Letter of Understanding. Any disputes to be referred to local arbitration.**

23.01 This Agreement shall continue in effect until June 30, 2024 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the agreement.

Renew Current NP Letters of Understanding for Steeves & Rozema Homes

DATED this 19th day of May 2021.

ON BEHALF OF THE
ONTARIO NURSES' ASSOCIATION:











ON BEHALF OF THE
PARTICIPATING NURSING HOMES:











Wendie

Peter Igou

Juan

Abell

John Swelland

Kelli Maskill

JD

WJ

Paula Bailey

Mary DS

Minutes of Settlement

between

the Ontario Nurses' Association

(hereinafter referred to as the "Union")

and

the Participating Nursing Homes

(hereinafter referred to as the "Employers")

Re: Benefit Continuation after Age 65

Whereas the Union filed a grievance alleging discrimination with the respect to the provision of benefits to members who continue to be employed after the Age of 65 with the Employers;

And Whereas the parties wish to mutually resolve this matter in a way that addresses any possible discrimination against Union members that continue to work beyond age 65;

The parties agree to amend the Benefit Provisions of the Template Collective Agreement to reflect the following:

17.02 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, except as modified below:

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

This benefit is effective August 1, 2021 and is without prejudice.

Signed in ___Orillia_____ this ___4th_____ day of June, 2021

For the Employers

For the Union

_____ 





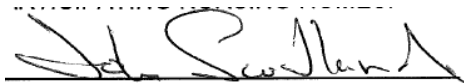


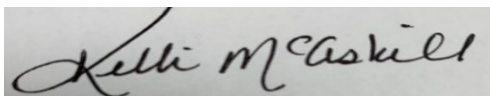












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Paula Bailey

Mary DS