

**Ontario Nurses' Association and Participating Nursing Homes
Items in Agreement
April 16, 2024**

The parties agree all article numbering will be updated as appropriate.

ONA MASTER

FOR-PROFIT TEMPLATE FOR 2024-202X COLLECTIVE AGREEMENTS

4.07 Whistle Blowing Protection

The Employer agrees to adhere to the whistle blowing protection pursuant to the ~~Long-Term Care Homes Act (LTCHA)~~ **Fixing Long-Term Care Homes Act, 2021** as amended.

11.02 Union Leave

(a) Local Union Leave

The aggregate total number of days of leave, including Provincial Committee Leave, will not exceed ~~sixty-five (65)~~ **seventy (70)** working days in a calendar year.

11.02 (c) Leave of Absence for the President of the Ontario Nurses' Association

An employee who is elected to the office of President of the Ontario Nurses' Association shall be granted upon request leave(s) of absence without loss of seniority and benefits. During such leaves of absence salary and benefits will be kept whole by the Employer and the Union agrees to reimburse the Employer for such salary and Employer contributions to benefits. **It is understood, however, that during such leave the nurse shall be deemed to be an employee of the Ontario Nurses' Association.** The employee agrees to notify the Employer of their intention to return to work within two (2) weeks following termination of office.

11.04 (f) Where it is necessary, with as much notice as possible, the employee may apply for personal leave of absence **or vacation in addition to**

bereavement leave. Permission for such leave shall not be unreasonably withheld.

13.04 Part-time Vacation Pay

~~If the Home currently has the computer systems' capability to implement bi-weekly vacation pay, they shall do so by the start of the next vacation year or earlier.~~

~~Those Homes with no computer capability will endeavour to implement bi-weekly vacation pay if there is no significant administrative burden, by the start of the next vacation year or earlier. If the Home does not so implement, it will provide reasons in writing to the Union.~~

~~Where possible without extensive programming changes, the amount of vacation pay will be separately identified on the pay stub.~~

All part-time employees will receive their vacation pay bi-weekly with their regular pay. The amount of such vacation pay will be separately identified on the pay statement.

NOTE: For those employers not currently providing, effective the 2025 vacation year.

- 18.06 If there is an allegation of non-payment of pension contributions, the Union will file a grievance, along with a copy of the grievance to ~~Louisa-Davie Kevin Burkett~~. ~~Louisa-Davie Kevin Burkett~~ will contact the Employer, who will respond within seven (7) days. If no resolve, ~~Louisa-Davie Kevin Burkett~~ will convene a hearing to determine the matter within thirty (30) days.

Renew and update names for the following Letters of Understanding:

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


Steeves & Rozema Homes

Nurse Practitioner Letters of Understanding – renew Letter of Understanding

Agree to renew and amend for Extendicare Managed Homes.

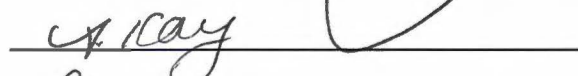
Extendicare Managed Homes – Letter of Understanding – Article 15.05 Implementation


It is understood that there are Extendicare Managed Homes where the changes to Article 15.05 cannot be implemented immediately due to upcoming changes in their payroll systems. It is agreed that these ~~Extendicare~~ and Extendicare Managed Homes will confirm implementation no later than December 31, 2022 **June 1, 2024**.


DATED this 16th day of April 2024.

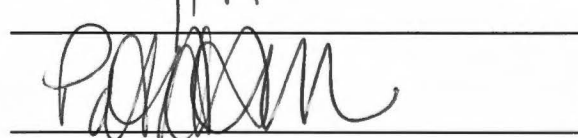
ON BEHALF OF THE
ONTARIO NURSES' ASSOCIATION:

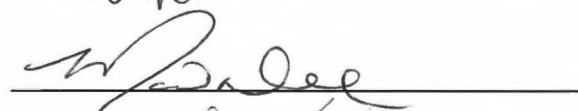




Angela Procanin

JoAnn Carey





qiri



Heather Heese

ON BEHALF OF THE
PARTICIPATING NURSING HOMES:







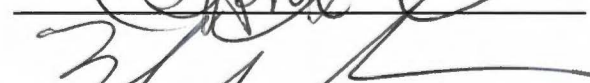
Alex M. Kul




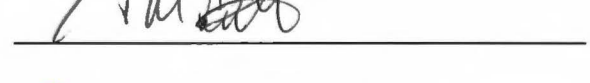














Maie Hase

Agreement signed and dated 15th day of April 2024

Witnessed by _____

Applied to _____

It is agreed that the _____

to the _____

to the _____

original registration on 15th day of April 2024

DATED the 15th day of April 2024

ON BEHALF OF THE
PARTICIPATING NURSING HOMES

ON BEHALF OF THE
ONLINE NURSES ASSOCIATION

**Ontario Nurses' Association and Participating Nursing Homes
Items in Agreement
April 17, 2024**

- 6.06 (i) iv) Employees will be fit tested on hire and then **every two years** ~~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.

19.01 The parties agree that resident care is enhanced if concerns relating to professional practice and workload are resolved in a timely and effective manner, as set out below.

In the event that the Home assigns a number of residents or a workload to an individual employee or group of employees, such that they have cause to believe that they are being asked to perform more work than is consistent with proper resident care, they shall:

- (a) i) At the time the workload issue occurs, discuss the issue within the Home to develop strategies to meet resident care needs using current resources.

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

- ii) Failing resolution at the time of occurrence of the workload issue, complain in writing to the Union-Management Committee within twenty (20) calendar days of the alleged improper assignment. The chairperson of the Union-Management Committee shall convene a meeting of the Union-Management Committee within twenty (20) calendar days of the filing of the complaint. The Union-Management Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.

The Employer will provide a written response to the Union, with a copy to the ONA representation within ten (10) calendar days.

- iii) Prior to the complaint being forwarded to the Independent Assessment Committee, the Union may forward a written report outlining the complaint and recommendations to the Director of Resident Care and/or the Administrator.

- iv) At any time during this process, the parties may agree to the use of a mediator to assist in the resolution of the Professional Practice issues.

The struck through provisions of 19.01 remain in dispute.


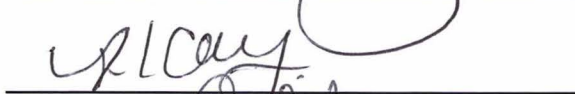
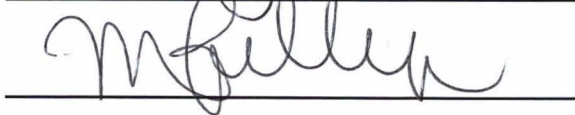
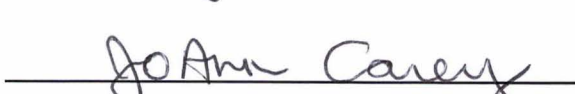
- v) Any settlement arrived at under 19.01 (a) i) – iii) shall be signed by the parties.
- vi) Failing resolution of the complaint within twenty (20) calendar days of the meeting of the Union-Management Committee, the complaint shall be forwarded to an independent Assessment Committee composed of three (3) registered nurses; one chosen by the Ontario Nurses' Association, one chosen by the Home, and one chosen from a panel of independent registered nurses who are well respected within the profession. The member of the Committee chosen from the panel of independent registered nurses shall act as Chairperson.
- vii) The Independent Assessment Committee shall set a date to conduct a hearing into the complaint, within twenty (20) calendar days of its appointment and shall be empowered to investigate as is necessary to properly assess the merits of the complaint. The Independent Assessment Committee shall report its findings, in writing, to the parties within twenty (20) calendar days following completion of its hearing.

NOTE: It is understood and agreed that the provisions of Article 4.01 have application to conduct pursuant to this provision.

Letter of Understanding - Professional Responsibility RENEW

17
DATED this ~~X~~ day of April 2024.

ON BEHALF OF THE
ONTARIO NURSES' ASSOCIATION:

ON BEHALF OF THE
PARTICIPATING NURSING HOMES:






**Ontario Nurses' Association and Participating Nursing Homes
Items in Agreement
April 18, 2024**

- 9.11 (a) A layoff of employees shall be made on the basis of seniority, based on an integrated seniority list of all hours paid since date of last hire. It is understood and agreed that through the bumping procedure the first to be laid off are probationary employees ~~followed by those who work casual part-time shifts.~~ **Casual part-time employees may only be utilized in situations where the Collective Agreement has been complied with.** ~~When laying off Employee(s), the Employer will serve notice of lay off to those employees impacted by the layoff, based on the classification, shift and status (FT or PT) of those being laid off.~~

No agency or new hires will be used when there is an employee on layoff provided that the employees on layoff will meet the staffing requirements of the Home.

An employee will not be laid off out of seniority order if their lack of qualification for a junior employee's shift can be remedied by a three (3) day orientation to that shift. An employee will not be denied recall to a shift if their lack of qualification for the recall opportunity can be remedied by a three (3) day orientation to that shift.

- (b) **Employees in receipt of layoff notice shall have the option to displace another employee in the bargaining unit with lesser seniority, provided they have the necessary qualifications and can perform the job without training other than orientation.**
- ~~(b)~~ (c) Recall to a regular part-time or full-time position shall be in order of seniority. An employee will respond to a registered notice of recall within seven calendar days of receipt of same and shall be available for work within an additional fourteen (14) days unless otherwise agreed.
- (d) **Full-time and regular part-time employees on recall may notify the Employer of their interest in accepting occasional vacancies and/or temporary vacancies which may arise and for which they are qualified. Employees on recall shall be given preference for occasional call-in shifts and temporary vacancies prior to offering shifts to casual part-time employees. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on recall.**
- ~~(e)~~ (e) The Employer and Union will meet and discuss the layoffs at the earliest opportunity. This discussion will include the service which the Home will undertake after the layoff.

- 12.06 (d) **It is understood that all lieu days earned up to December 31 and not scheduled prior to March 31 will be paid out on the first full pay period following March 31 of each year.**

**Ontario Nurses' Association and Participating Nursing Homes
Items in Agreement 2
May 1, 2024**


9.06 (c) Where an employee will be absent on vacation **or leave of absence**, they may indicate in writing to their Director of Care or designate their interest in any posting that may occur during their absence. This written indication will be treated as an application for the posting.

DATED this 1st day of May 2024.

ON BEHALF OF THE
~~ONTARIO NURSES' ASSOCIATION:~~

ON BEHALF OF THE
PARTICIPATING NURSING HOMES:

ONTARIO NURSES ASSOCIATION:


Angela Parzani
Stacey
April
M. Fuller
C. Brown
A. [unclear]
M. [unclear]
W. [unclear]
D. [unclear]
L. [unclear]
Heather Heese

PARTICIPATING NURSING HOMES:
 Linda C
 Lawrence Guil
~~Carmelita McDonald~~
 Jello
 Barbara
 [Signature]
 [Signature]
 [Signature]
 M. L.
 [Signature]
 [Signature]

Ontario Nurses' Association and Participating Nursing Homes
Items in Agreement-3
May 1, 2024

19.01 The parties agree that resident care is enhanced if ~~concerns~~ **issues** relating to professional practice **responsibility** and workload **issues** are resolved in a timely and effective manner, as set out below.

In the event that the Home assigns a number of residents or a workload to an individual employee or group of employees, such that they have cause to believe that they are being asked to perform more work than is consistent with proper resident care, they shall:

- (a) i) At the time the workload issue occurs, discuss the issue within the Home to develop strategies to meet resident care needs using current resources.

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

- ii) Failing resolution at the time of occurrence of the workload issue, complain in writing to the Union-Management Committee within twenty (20) calendar days of the alleged improper assignment. The chairperson of the Union-Management Committee shall convene a meeting of the Union-Management Committee within twenty (20) calendar days of the filing of the complaint. The Union-Management Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.

The Employer will provide a written response to the Union, with a copy to the ONA representation within ten (10) calendar days.

- iii) Prior to the complaint being forwarded to the Independent Assessment Committee, the Union may forward a written report outlining the complaint and recommendations to the Director of Resident Care and/or the Administrator.
- iv) At any time during this process, the parties may agree to the use of a mediator to assist in the resolution of the Professional Practice issues.
- v) Any settlement arrived at under 19.01 (a) i) – iii) shall be signed by the parties.
- vi) Failing resolution of the complaint within twenty (20) calendar days of the meeting of the Union-Management Committee, the complaint shall be forwarded to an independent Assessment Committee composed of three (3) registered

nurses; one chosen by the Ontario Nurses' Association, one chosen by the Home, and one chosen from a panel of independent registered nurses who are well respected within the profession. The member of the Committee chosen from the panel of independent registered nurses shall act as Chairperson.

- vii) The Independent Assessment Committee shall set a date to conduct a hearing into the complaint, within twenty (20) calendar days of its appointment and shall be empowered to investigate as is necessary to properly assess the merits of the complaint. The Independent Assessment Committee shall report its findings, in writing, to the parties within twenty (20) calendar days following completion of its hearing.

- (b) i) The list of Independent Assessment Committee Chairpersons is attached as Appendix B. During the term of this Agreement, the central parties shall meet as necessary to review and amend by agreement the list of Chairs of Independent Assessment Committees.

The members of the panel shall sit in rotation as agreed by the parties. If a panel member is unable to sit within the time limit stipulated, the panel member next scheduled to sit will be appointed by the parties.

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

The parties agree that should agreement not be reached on the list of Chairpersons, that any dispute may be referred via an expedited route to Arbitrator John Stout for resolution of the dispute and naming of a Chairperson for the Independent Assessment Committee.

- (c) i) Time limits fixed in this process may be extended only by written, mutual consent of the parties.
- ii) In all steps of this process, either party may be accompanied by or represented by their Union or Employer representative.

ADD NEW:

To be added in collective agreements which contain RPNs.

19.02 The parties agree that resident care is enhanced if issues relating to professional responsibility and workload issues are resolved in a timely and effective manner, as set out below.

In the event that the Home assigns a number of residents or a workload to an individual employee or group of employees, such that they have cause to believe that they are being asked to perform more work than is consistent with proper resident care, they shall:

(a) i) At the time the workload issue occurs, discuss the issue within the Home to develop strategies to meet resident care needs using current resources.

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

ii) Failing resolution at the time of occurrence of the workload issue, complain in writing to the Union-Management Committee within twenty (20) calendar days of the alleged improper assignment. The chairperson of the Union-Management Committee shall convene a meeting of the Union-Management Committee within twenty (20) calendar days of the filing of the complaint. The Union-Management Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.

The Employer will provide a written response to the Union, with a copy to the ONA representation within ten (10) calendar days.

iii) The Union may forward a written report outlining the complaint and recommendations to the Director of Resident Care and/or the Administrator.

iv) At any time during this process, the parties may agree to the use of a mediator to assist in the resolution of the Professional Practice issues.

v) Any settlement arrived at under 19.02 (a) i) – iii) shall be signed by the parties.

(b) i) Time limits fixed in this process may be extended only by written, mutual consent of the parties.

- ii) In all steps of this process, either party may be accompanied by or represented by their Union or Employer representative.

21.04 Renumber “Influenza Vaccine” to (a), remain status quo

Add new (b):

(b) Vaccination

Upon recommendation of the Medical Officer of Health (or other Government), all employees may be required to be vaccinated (or meet the recommendations or requirements of the Government Body) and or to take medication if available. If the costs of such medication are not covered by other sources, the Employer will pay the cost for such medication.

If the employee fails to take the required vaccination (or meet the recommendations or requirements of the Government Body) or take the medication, they may be placed on an unpaid leave of absence in the Home until such time as the employee has been cleared by the public health or the Employer to return to the work environment. The only exception to this would be employees for whom taking the medication will result in the employee being physically ill to the extent that they cannot attend work. Upon written direction from the employee’s health care provider of such medical condition in consultation with the Employer’s physician, (if requested), the employee will be permitted to access their sick leave. If there is a dispute between the health care providers, the employee will be placed on unpaid leave.

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

If an employee is pregnant and their health care provider believes the pregnancy could be in jeopardy as a result of medication, they shall be eligible for sick leave in circumstances where they are not allowed to attend at work.

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

DATED this 1st day of May 2024.

ON BEHALF OF THE
ONTARIO NURSES' ASSOCIATION:



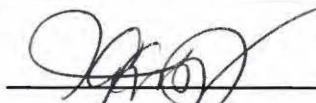
Angela Precourt

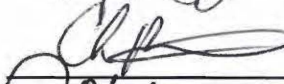
Angela Precourt

M. Fullin

Glenn

Glenn







M. Fullin



Marie Heese


Marie Heese



ON BEHALF OF THE
PARTICIPATING NURSING HOMES:

Shawn M. Reil

Christina McDonald

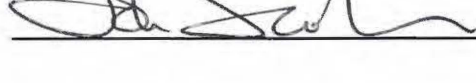


Shawn M. Reil



M. Fullin

Marie Heese



**Ontario Nurses' Association and Participating Nursing Homes
Items in Agreement
May 1, 2024**

11.04

Bereavement Leave

(f) (g) Where it is necessary, with as much notice as possible, the employee may apply for personal leave of absence or vacation in addition to bereavement leave. Permission for such leave shall not be unreasonably withheld.

DATED this 1st day of May 2024.

ON BEHALF OF THE
ONTARIO NURSES' ASSOCIATION:

ON BEHALF OF THE
PARTICIPATING NURSING HOMES:

ONTARIO NURSES ASSOCIATION.

~~[Signature]~~

Key

Muller

Gini

Jago

Jarey

Apt

[Signature]

mance

Dunk

Hair House

John

~~[Signature]~~

O'Neill C
 Howard M. Guil
~~Carroll M. Donald~~
 J. L. O
 Busch
 W. A.
 M. C.
 T. M. D.
 S. S. S.

**Ontario Nurses' Association and Participating Nursing Homes
Items in Agreement-2
May 2, 2024**

Southbridge Homes

- Parisian Manor – update Collective Agreement employer name and recognition clause to **Southbridge Cornwall**.
- The Palace Alexandria – update Collective Agreement employer name and recognition clause to **The Palace**.

OMNI Homes

Update Collective Agreement employer names for the following OMNI Homes:

- OMNI Quality Living – Almonte Country Haven
- OMNI Quality Living – Burnbrae Gardens
- OMNI Quality Living – Country Terrace
- OMNI Quality Living – Forest Hill
- OMNI Quality Living – Garden Terrace
- OMNI Quality Living – Pleasant Meadow Manor
- OMNI Quality Living – Riverview Manor
- OMNI Quality Living – Rosebridge Manor
- OMNI Quality Living – Springdale Country Manor
- OMNI Quality Living – Streamway Villa
- OMNI Quality Living – Village Green
- OMNI Quality Living – Wildwood Care Centre
- OMNI Quality Living – Willows Estate

Sienna

Current Name	Update Collective Agreement employer names and recognition clauses where indicated.
Altamont Care Community	Glen Rouge Community
The Royal Development LP o/a Bloomington Cove Care Community	Bloomington Cove Community (change recognition clause)
Specialty Care Inc, Bradford Valley	Bradford Valley Community
Case Manor Care Community	Case Manor Community (change recognition clause)
Royal Development LP operating As Cedarvale Lodge Retirement Care Community	Cedarvale Lodge Retirement & Community (change recognition clause)
Cheltenham Care Community	Cheltenham Community

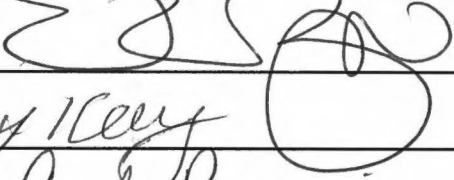
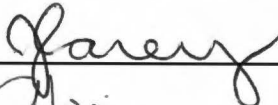

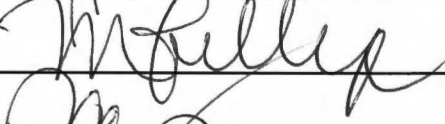
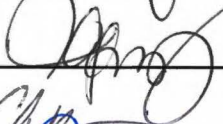

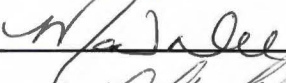


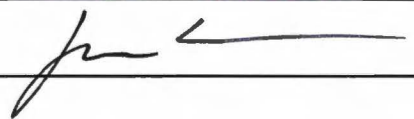
Current Name	Update Collective Agreement employer names and recognition clauses where indicated.
Deerwood Creek Care Community	Deerwood Creek Community (change recognition clause)
Fieldstone Commons Care Community	Fieldstone Commons Community (change recognition clause)
Fountain View Care Community	Fountain View Community (change recognition clause)
Fox Ridge Care Community	Fox Ridge Community (change recognition clause)
Harmony Hills Care Community	Harmony Hills Community (change recognition clause)
Midland Gardens Care Community	Midland Gardens Seniors Apartments (change recognition clause)
Muskoka Shores Care Community	Muskoka Shores Community (change recognition clause)
Norfinch Care Community	Norfinch Community (change recognition clause)
Rockcliffe Care Community	Rockcliffe Community
Secord Trails Care Community	Secord Trails Community
St George Care Community	St. George Community (change recognition clause)
Tullamore Care Community	Tullamore Community
Weston Terrace Care Community	Weston Terrace Community (change recognition clause)
Woodhall Park Care Community	Woodhall Park Community (change recognition clause)

AgeCare

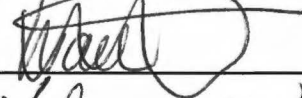
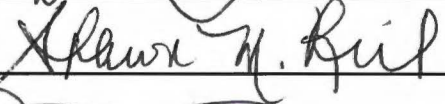


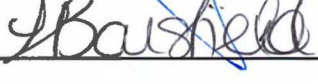
- Chartwell Westmount – update Collective Agreement employer name to **AgeCare West Williams Long Term Care Residence**.
- Chartwell Waterford Long Term Care Residence – update Collective Agreement employer name to **AgeCare Glen Oaks Long Term Care Residence**.
- Chartwell Wynfield Long Term Care Residence – update Collective Agreement employer name to **AgeCare Samac Long Term Care Residence**.
- For all other Chartwell Collective Agreements – change Chartwell to **AgeCare** wherever it appears.

DATED this 2nd day of May 2024.

ON BEHALF OF THE
ONTARIO NURSES' ASSOCIATION:


Angela Procanin

Jarey

Jiri

M. Kelly

J. Smith

J. Lee

J. Jones

J. White

Marie Heese

J. Brown

ON BEHALF OF THE
PARTICIPATING NURSING HOMES:


J. Smith

J. Lee

J. Jones

J. White

J. Brown

**Ontario Nurses' Association and Participating Nursing Homes
Items in Agreement
May 2, 2024**

Incorporate Minutes of Settlement into the body of the Collective Agreement:

- The O'Neil Centre – Union Grievance (ONA File number 202205056O – Bargaining Unit Scope (Nurse Practitioner))

Renew the following Nurse Practitioner Letters of Understanding:

- Finlandia (RN) – Nurse Practitioner / RNEC (Registered Nurse Extended Class)
- Steeves & Rozema Trillium Villa – Nurse Practitioner
- Steeves & Rozema St. Andrew's Terrace – Nurse Practitioner
- Steeves & Rozema Westmount – Nurse Practitioner
- Trinity Village Care Centre – Nurse Practitioner / RNEC (Registered Nurse Extended Class)
- Wellbrook Place (formerly Camilla Care) – Nurse Practitioner

DATED this 2nd day of May 2024.

ON BEHALF OF THE
~~ONTARIO NURSES' ASSOCIATION:~~

ON BEHALF OF THE
PARTICIPATING NURSING HOMES:

ONTARIO NURSES' ASSOCIATION:

J. Coley
Angela Perreann
Harey
Hir?
Muller
J. [unclear]
[unclear]
[unclear]
Wadee
Oltchik
Marie Heese
[unclear]

Sharon M. Reil
Catherine D. McDonald
Jello
Bushrid
Hester
Z. S.