

# **Collective Agreement**

**Between**

**Ontario Finnish Resthome Association**

**and**

**Service Employees International Union  
Local 268**

**Begins:  
06/01/2002**

**Terminates:  
05/31/2005**

**12782 (02)**

ONTARIO FINNISH RESTHOME ASSOCIATION  
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## FOR YOUR INFORMATION

The International Union has a scholarship program, which offers 10 4-year scholarships of \$750.00. For details of this program contact the Union Office. Please keep the Union Office advised of any **change** of address. It is each member's responsibility to ensure their due payments are up to date. If the payment is not made within the month they are owing, your Death Gratuity is broken.

The Welfare Fund will function only under the following guidelines for full and part-time employees of their Employer and who is a member in good standing:

- a) cards to members who are ill;
- b) wreaths for deceased members only • not family members.

Responsibility for Payment of Dues: SEIU Constitution and By-Laws Article XVIII, Section 3 (c).

The entire responsibility for payment of dues to a Local Union within the time required by the provisions of this Article is the sole obligation of each member individually and cannot be delegated to the Local Union or any of its representatives, or **to** any person whether a delegate, shop steward **or** otherwise. Effective May 1st, 1978, all full-time members will be solely responsible for the payment of their dues when not deducted at the Union Office prior to the last day of the month in which they are owing.

## **UNION OFFICE**

**1200 W. Walsh St. Thunder Bay, Ontario P7E 4X4  
(807) 475-4217 Toll Free: 1-877-695-3617**

## **OFFICE STAFF**

**Barbara Rankin  
Union Representative  
rankinb@tbaytel.net**

**Jeff Rooney  
Union Representative  
rooneyj@tbaytel.net**

**Brenda Thompson  
Executive Secretary  
brendat@tbaytel.net**

**Brenda Ingram  
Bookkeeper  
ingramb@tbaytel.net**

Should **you** have any concerns regarding issues in the workplace,  
please contact your stewards.

**Chief Steward:** \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

**Steward:** \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

For Health & Safety concerns, please contact your Health &  
Safety Representative.

**Health & Safety Rep:** \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_



# COLLECTIVE AGREEMENT

- between -

THE ONTARIO FINNISH RESTHOME ASSOCIATION  
(Hereinafter referred to as the "Association")  
OF THE FIRST PART  
- and -

SERVICE EMPLOYEES INTERNATIONAL UNION,  
LOCAL 268  
(Hereinafter called the "Union")  
OF THE SECOND PART

## ARTICLE 1 PURPOSE OF AGREEMENT

**1.01** The purpose of this agreement is to set forth the agreement of the parties on rates of pay, hours of work, the terms and conditions of employment and to provide a method for the equitable settlement of differences. The parties agree to work cooperatively to provide the best possible care to the residents of the Association.

## ARTICLE 2 DEFINITIONS

**2.01** (a) "Employee" shall mean only such persons coming within the scope of the bargaining unit.

(b) **A** full-time employee is an employee who works twenty-four (24) hours per week or more on a regular basis.

(c) A part-time employee is an employee who works less than twenty-four (24) hours per week on a regular basis.

(d) A casual part-time employee is an employee who does not have a predetermined schedule and has accepted a job posting to work on a relief basis. It is understood that casual part-time employees shall not displace regular part-time or full-time employees and are to be used only when regular employees are not available.

**2.02** "Steward" shall mean an employee of the Association duly accredited as such by the Union.

**2.03** "Executive Director and/or designate" shall mean the Executive Director and/or designate of the Association.

### **ARTICLE 3 RECOGNITION**

**3.01** The Association recognizes the Union as the sole bargaining agent for all the employees of the Association (within the meaning of the term "employee" as defined in the Labour Relations Act, R.S.O., 1980) as proclaimed in the certification dated April 1984, save and except Supervisors, persons above the rank of Supervisor, office and clerical staff.

**3.02** The Association will not enter into any other Agreement or contract with the employees, either individually or collectively, which will conflict with any provisions of this Agreement.

### **ARTICLE 4 RELATIONSHIP**

**4.01** Each of the parties hereto agrees that there will be no discrimination, interference, restraint or coercion exercised or practised upon any employee because of membership or lack of membership in the Union.

4.02 The Employer shall subject to Human Rights and other pertinent legislation not discriminate against an employee because of membership or activity in the Union or the exercise of his/her lawful rights under this collective agreement or with respect to terms or conditions of employment on the grounds of race, creed, colour, age, sex, marital status, religion, nationality, ancestry or place of origin, political affiliation, physical handicap, illness or injury, or sexual orientation, and any person covered by this Agreement who feels that he has suffered discrimination shall have the right to seek redress in accordance with the Grievance Procedure.

### **ARTICLE 5 UNION SECURITY & CHECK-OFF OF UNION DUES**

5.01 All employees shall as a condition of employment be subject to dues deduction.

5.02 Dues are to be collected in the month following the month hired; deducted from the first pay of each month; and remitted by the 20th day of the month. The Association shall, when remitting such dues, name the employees from whose pay such deductions have been made.

The responsibility of paying union dues while an employee is off on maternity leave, W.C.B. or extended leaves of absence lies with the employee.

5.03 The Union and its members shall hold the Employer harmless with respect to any liability which the Employer might incur as a result of deductions and remittances.

**5.04** The Association agrees that a Union representative shall be given (15 minutes) the opportunity of interviewing each new employee, prior to the completion of two (2) months employment for the purpose of ascertaining if the employee wishes to become a Union member.

**5.05** The Employer will supply the **Union** with the name, current address, social insurance number, classification and other relevant information of the employees with the first dues deduction, and shall further inform the Union of any changes thereto.

**5.06** The Association agrees that new employees meet fifteen (15) minutes with either of the co-chairs of the Joint Occupational Health & Safety Committee to discuss the workings of the Joint Occupational Health & Safety Committee and general safety issues.

## **ARTICLE 6 NO STRIKE OR LOCK-OUT**

**6.01** The Union agrees that there shall be no strikes and the Employer agrees that there shall be no lockouts during the term of this Agreement. The meaning of the words "strike" and "lockout" shall be defined in The Labour Relations Act, R.S.O. 1978, Chapter 232 as amended.

## **ARTICLE 7 RESERVATION OF THE HOME MANAGEMENT FUNCTION**

**7.01** Rights of the Association - The Union acknowledges that it is the exclusive function of the Association:

(a) To maintain order, discipline, and efficiency, to decide **on** the number of employees needed by the Association at any time; and to decide the use **of** improved or changed methods and equipment; to establish and enforce reasonable rules and regulations governing the conduct of employees, where such rules will be posted on the employees Bulletin Board with a copy supplied to the Union Committee. The Association reserves the right to amend or introduce new rules **from** time to time, copies of which are to be posted on the Bulletin Board with copies supplied to the local Union office.

(b) To schedule, hire, transfer, layoff, recall, promote, demote, classify, assign duties, discharge, suspend, or otherwise discipline employees who have completed their probationary period for just cause, provided that **a** claim of discriminatory transfer, promotion, demotion of classification or a claim of an employee has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with **as** hereinafter provided. The discharge of a probationary employee shall be solely in the discretion of the Employer.

## **ARTICLE 8 STEWARDS & UNION COMMITTEES**

**8.01** The Association will recognize a Union Committee consisting of not more than four **(4)** Stewards **from** different departments of the Association in each residence. Such Stewards shall be elected by the employees of the bargaining unit or appointed by the Union and each Steward shall be an employee of the Association who **has** completed the probationary period of and has acquired seniority.

**8.02** One (1) of the Stewards shall be elected by the said employees or appointed by the Union as the Chief Steward who may be the principal spokesperson for the Committee, composed of not more than four **(4)** Stewards.

**8.03** The Association undertakes to deal with a sub-committee of two (2) from the above Committee with respect to any matters which properly arise during the term of this Agreement, eg. the settlement of complaints and grievances.

**8.04** The Union will notify the Association in writing of the names of the Stewards, within 10 days of being elected or appointed, from time to time and the Association will not be required to recognize the stewards or Union Committee until it has been notified in writing by the Union of the name of the employees elected.

Unless the employer is otherwise notified, the members of the Union Committee shall form the Union Grievance Committee and or the Union Negotiating Committee.

**8.05** The Union acknowledges that Stewards have regular duties to perform for the Association and that they will not leave their regular duties without first obtaining permission ~~from~~ their immediate supervisor.

Each Steward may, with the consent of his/her supervisor, **and** without loss of pay be permitted to leave his/her regular duties for a reasonable length of time, not to exceed one (1) hour to function as a Steward in the settlement of grievances. Such consent from the supervisor shall not be unreasonably withheld.

**8.06** The members of the Union Committee will be paid by the employer for all time spent in negotiation of this agreement or its successor including all conciliation and mediation proceedings.

**8.07** Labour Management Committee: Where there are matters of mutual concern and interest that would be beneficial if discussed at a Labour Management Committee meeting, during the term of this agreement, the following shall apply:

An equal number of representatives of each party as mutually agreed upon, normally the Union Committee, shall meet at a time and place mutually satisfactory. A request for such meeting will be made in writing at least one week prior to the date proposed and accompanied by an agenda of matters to be discussed.

**An** employee representative attending such meeting on behalf of the Union shall be paid for such meeting time. A Union staff member may attend if required by the Union Committee. The Employer shall pay for no more than four **(4)** Union members per meeting. Minutes detailing disposition of issues raised shall be kept and signed by representatives of both sides.

## **ARTICLE 9 GRIEVANCE PROCEDURE**

**9.01** Should any difference arise between the Association and an employee or employees, it will be dealt with in the following manner, however the employees must first discuss the complaint with his/her immediate Supervisor and a Steward may be present:

**9.02**            Stage One - The employee concerned, who may be accompanied by his/her Steward may, within ten (10) calendar days of the alleged grievance, refer the matter in writing to his immediate Supervisor who shall give his answer in writing to such employee within ten (10) calendar days following the date on which the grievance was delivered.

All grievance forms shall contain only one grievance. The written grievance shall contain a clear and concise statement concerning the alleged grievance and the people involved. The grievance shall be returned to the employee if it fails to comply with these requirements and the employee shall have an additional ten (10) calendar days to refile the grievance in conformity with this section.

**9.03**            Stage Two - Should any employee feel that his/her grievance has not been satisfactorily settled, he/she may within ten (10) calendar days of his/her Supervisor's decision appeal to the Executive Director or designate. This may be done by a committee comprised of the employee, a Steward, and a Union Representative who will, within ten (10) calendar days of the date on which the answer was received, present the written grievance and reply to the Executive Director and/or designate who shall discuss the matter with such committee and give his decision in writing no later than ten (10) calendar days after the written presentation has been given to him.

**9.04**            If a satisfactory settlement of the grievance is not reached under the foregoing procedure, either party may refer the matter to arbitration within ten (10) calendar days of the receipt of the answer to Stage Two.



**9.05** Failure of the Union to meet its time limits will cause the grievance to expire and neither it nor the same subject matter shall be further considered or made the subject of a further grievance. Failure of the Association to meet its time limits shall permit the aggrieved employee to take the grievance to the next succeeding step, provided he presents the grievance at this next step within ten (10) calendar days after the expiration of the said time limit.

Either party may agree to extend time limits at all stages of the grievance procedure provided such extension is requested to the other party prior to the expiry of the time limits, otherwise the grievance shall be deemed to have been abandoned.

**9.06** Should a second grievance occur on the same subject matter as the grievance in process, the said second grievance shall not be considered while the original grievance is being considered. The second grievance will be considered as being presented only after the first grievance has been disposed of.

**9.07** An employee subject to disciplinary action which is to be recorded in the employee's personnel file, shall have the right to the presence of a Union Steward or Committee member.

**9.08** (a) Letters of Reprimand: Letters of reprimand are to be removed from an employee's personnel file after twelve (12) months from the date of discipline, except in the case of incidents involving third party interface i.e. residents and family, where the record will remain on file.

(b) Suspension: Records of suspension are to be removed from an employee's personnel file after eighteen (18) months from the date of discipline, except in the case of incidents involving third party interface i.e. residents and family where the records will remain on file.

9:09 Access to Personnel File: An employee or the Union staff representative or designate, with the written authority of the employee, shall be entitled to review the employee's personnel file in order to facilitate the investigation of a grievance or for the information of the employee. A copy (at cost) of such file or individual items will be provided to the employee or Union representative if requested. Such request to review shall be made within forty-eight (48) hours notice to the Employer, and the review of the personnel file will be made in the presence of a supervisor or manager.

9:10 (a) Either party, with the agreement of the other party, may submit a grievance to Grievance Mediation at any time within ten (10) days after the Employer's decision has been rendered at the step prior to arbitration. Where the matter is so referred, the mediation process shall take place before the matter is referred to Arbitration.

(b) Grievance Mediation will commence within twenty-one (21) days of the grievance being submitted to mediation, or longer period as agreed by the parties.

(c) No matter may be submitted to Grievance Mediation which has not been properly carried through the grievance procedure, provided that the parties may extend the time limits fixed in the grievance procedure.

(d) The parties shall agree on a mediator.

(e) Proceedings before the Mediator shall be informal. Accordingly, the rules of evidence will not apply, no record of the proceedings shall be made and legal counsel shall not be used by either party

(f) If possible, an agreed statement of facts will be provided to the Mediator, and if possible, in advance of the Grievance Mediation Conference.

(g) The mediator will have the authority to meet separately with either party.

(h) If no settlement is reached within five (5) days following Grievance Mediation, the parties are free to submit the matter to arbitration in accordance with the provisions of the collective agreement. In the event that a grievance which has been mediated subsequently proceeds to arbitration, no person serving as the Mediator may serve as an Arbitrator. Nothing said or done by the mediator may be referred to Arbitration.

(i) The Union and Employer will share the cost of Mediator, if any.

## **ARTICLE 10 DISCHARGE GRIEVANCE**

10.01 If a discharged or disciplined employee who has completed his/her probationary period believes that his/her discharge or discipline was without just and sufficient cause he/she may file a grievance which will be dealt with starting at stage 2 of the grievance procedure provided the grievance is filed within five (5) working

days from the date on which he/she was disciplined or discharged.

## **ARTICLE 11 UNION POLICY GRIEVANCE**

**11.01** The Union may institute a grievance consisting of an allegation of a general misinterpretation or a violation by the Association of this Agreement, in writing, at Stage Two of the grievance procedure, providing that it is presented within ten (10) calendar days after the circumstances giving rise to the grievance have originated or occurred. However, it is expressly understood that the provisions of this clause may not be used to institute a grievance directly affecting an employee or employees which such employee or employees would themselves initiate and the regular grievance procedure shall not be thereby bypassed.

## **ARTICLE 12 ASSOCIATION GRIEVANCE**

**12.01** It is understood that the Association may bring forward at any meeting held with the Union Committee any complaint with respect to the conduct of the Union, its Officers or Committee members or a member, which may affect the Association, and that if such complaint is not settled to the mutual satisfaction of the conferring parties, it may be treated as a grievance and reduced to writing, and the written grievance sent to the President of the Union or to his designated representative.

**12.02** If such a complaint is not settled to the satisfaction of the Association, the President of the Union or his designated representative shall within ten (10) days after the mailing or delivery of the written grievance by the Association give a reply in writing to the Association. If

the written reply has not settled the grievance to the satisfaction of the Association or, if **no** written reply is received by the Association within ten (10) days after the mailing or delivery of the written grievance to the President of the Union or his designated representative, the Association may within ten (10) days after the receipt of the reply, or within twenty (20) days after the mailing or delivery of the grievance, in case no written reply is received, refer the grievance to arbitration in accordance with Article 14 of this Agreement.

**12.03** Either party may agree to extend time limits at all stages of the grievance procedure provided such reasonable extension is requested to the other party prior to the expiry of the time limits, otherwise the grievance shall be deemed to have been abandoned

### **ARTICLE 13 WITNESSES & INSPECTION**

**13.01** At any stage of the grievance procedure, including arbitration, the parties may have the assistance of the employee or employees concerned as witnesses and any other necessary witnesses. All reasonable arrangements shall be made to permit the conferring parties or the arbitrator(s) to have access to any part of the Association to view any working conditions which may be relevant to the settlement of the grievance, cost to be borne by respective parties.

### **ARTICLE 14 ARBITRATION**

**14.01** Should any grievance fail to be satisfactorily settled under the foregoing procedure, the Union may within ten (10) calendar days notify the Association in writing of its desire to submit the difference or allegation

to arbitration. The Union and the Association may agree upon an arbitrator **to** hear the matter, and for this purpose will exchange nominations.

**14.02** Failing agreement between the Union and the Association within ten (10) calendar days **as** to the arbitrator to be appointed, the matter may be referred within ten (10) calendar days thereafter to a Board of Arbitration composed of three (3) members, and either the Union or the Association may inform the other party in writing of its desire to submit the matter to arbitration by a three (**3**) man board and the notice shall contain the name of the first party's appointee to an arbitration board. The recipient of the notice shall, within ten (10) calendar days, advise the other party of the name of its appointee to the Arbitration Board. The two (**2**) appointees **so** elected shall, within ten (10) calendar days of the appointment of the second of them, appoint a third person who shall be Chairperson.

**14.03** **If** either party fails **to** make the required appointments within the time designated, or if the two appointees fail to agree upon a third person **as** Chairperson, either or both parties may request The Labour Management Arbitration Commission for the Province of Ontario to fill the vacancies.

**14.04** No person may act as an arbitrator who has been directly involved in attempts to negotiate or settle the grievance. This does not preclude an arbitrator appointed by the Ministry of Labour or an agreed upon arbitrator from attempting to mediate the grievance.

**14.05** Where it appears that two (**2**) or more employees have the same grievance or the same type of grievance,

ance, the Union shall process the grievances simultaneously and consecutively on all levels of the grievance, if necessary, subject to all applicable provisions under the grievance procedure. It is understood that each grievor shall have the right to make his **own** submission at each level of the grievance procedure.

**14.06** If there should be an accumulation of grievances to be referred to arbitration, one Board of Arbitration made by agreement of the parties, be constituted to deal with all such grievance disputes.

**14.07** The Arbitration Board shall hear and determine the difference and shall issue a decision and the decision shall be final and binding upon any employee affected by it. The decision of the majority shall be the decision of the Arbitration Board but, if there is no majority, the decision of the Chairperson shall govern.

**14.08** Authority of Arbitration Board: It is understood and agreed that the Arbitration Board shall have authority only to settle disputes under the terms of this Agreement and may only interpret and apply this Agreement to the facts of the particular grievance involved. Only grievances arising from the interpretation, application, administration or alleged violation of this Agreement, including a question as to whether a matter is arbitrable, shall be arbitrable.

**14.09** In dealing with matters of discipline, disciplinary demotion or transfer, the conferring parties or Board of Arbitration shall have power to:

- (a) confirm the Management's action.

(b) reverse the Management's action.

(c) make any other arrangement which is just and equitable in the opinion of the conferring parties or the Board of Arbitration.

14.10 Compensation of Arbitration Board: The Union and the Association shall each be responsible for the fees and expense **of** its own nominee and one-half (1/2) **of** the fees and expense of the Chairperson or of a single arbitrator.

14.11 Place of Hearing: Arbitrations shall be heard in the city in which the Residence is located, or at such other places as may be agreed upon by the Union and the Association.

14.12 Sole Arbitrator: In the event that one party wishes to submit a grievance to arbitration and is content that the matter be dealt with by a sole arbitrator, as **op-**posed to a Tripartite Board of Arbitration, as hereinbefore referred to, the party submitting the grievance to arbitration shall so signify when advising the other party and shall advise **as** to three (3) alternative choices as to a sole arbitrator in addition to that party's nominee to a Tripartite Board. The recipient **of** the notice shall in reply advise **as** to its nominee to **a** Tripartite Board and three (3) alternative choices **as** a sole arbitrator. If the parties can agree to a sole arbitrator within ten (10) calendar days of the notice, referring the matter to arbitration, the matter shall be determined by a sole arbitrator and, failing such agreement, the regular arbitration procedure shall apply.



## **ARTICLE 15 PHYSICAL EXAMINATIONS**

**15.01** The Employer may require the **post** probation employee to undergo a medical examination or fitness test to ensure the employee's ability to perform the job requirements when being considered for a new posting. At these times, arrangements will be made by the employer at the employer's expense and the employee shall receive **two (2)** hours pay for the test.

The Employer agrees that **no** employee will be required to undergo an annual medical examination nor be required to produce a medical certificate related thereto.

If the Employer requires a sick leave certificate in accordance with past practice or the Collective Agreement and the doctor charges the employee for such certificate outside OHIP, the Employer will pay for the certificate. In the alternative, the Employer may require an employee to attend an independent physician other than the employee's own physician to provide a sick leave certificate. In such circumstances the Employer shall pay for any medical fees charged beyond OHIP in relation thereto.

## **ARTICLE 16 PROBATIONARY PERIOD & SENIORITY**

**16.01** New employees of the Association shall be considered probationary employees until they have successfully completed a probationary period of forty-five **(45)** days worked within any twelve **(12)** calendar month period (Full-time). Full-time employee's seniority **is** based on date of hire subject to any adjustment dictated by this collective agreement.

The probation period for Part-time is 337.5 hours worked. By mutual agreement of the Employer, Employee and Union, extensions may be granted.

**16.02** It is a condition of this Agreement that the discharge or layoff of a probationary employee or employees during the said probationary period shall not be the subject matter of a grievance herein.

**16.03** Whenever they are used **in** the Collective Agreement, the terms seniority and service shall be deemed to refer to length **of** employment subject to the following conditions:

(a) It is understood that during an approved unpaid absence not exceeding thirty **(30)** continuous days or any approved absence paid by the Association, both seniority and service will accrue. Seniority accrual during maternity leave **as** per legislation for part-time employees, if based on hours, the calculation of seniority will be based on **22.5** hours per week.

(b) It is further understood that during any unpaid absence in excess **of** thirty **(30)** days, credit for seniority for purposes of promotion, demotion, transfer or layoff shall be suspended and not accrue during the period of absence. The period of leave after the thirty (30) days shall be deducted from the employee's start date to determine a new seniority level. Notwithstanding this provision seniority shall accrue during maternity leave or for a period of one year if **an** employee's absence is due to **a** disability resulting in W.S.I.B. benefits.

**16.04** People who fall under the date of hire system subject **to** adjustments for LOA's who were hired on

the same day not including orientation will have any ties broken by the shift (e.g. earlier shift has more seniority). If there is a tie at that level, a decision will be reached through a coin toss.

## **ARTICLE 17 LOSS OF SENIORITY & TERMINATION OF SERVICE**

**17.01** Employment is terminated, seniority rights are permanently cancelled when:

(a) an employee is absent for more than thirty-six (36) months for lay-off, disability or is in receipt of W.C.B. benefits for a period in excess of thirty-six (36) months. Disability and W.S.I.B. termination shall be determined case by case on their **own** merits **as** per the **& man Rights Code**;

(b) An employee quits, etc.;

(c) An employee is discharged and is not reinstated pursuant to grievance procedure;

(d) An employee is absent from work for a period of three (3) consecutive working days without providing a reason satisfactory to the Association or without the consent of the Association;

(e) An employee utilizes a leave of absence for purposes other than the purpose for which it was granted;

(f) An employee fails to report to work at the termination of a leave of absence.

(g) Upon recall if the employee does not notify the Association within three (3) days of his/her intention to return to work or does not return to work within five (5) calendar days after he/she has received a recall notice by registered mail to his/her last recorded address with the Association.

(h) Casual employees who continue to refuse to work in a three (3) month period will be considered terminated and seniority rights cancelled.

### **ARTICLE 18 LAYOFF & RECALL**

18.01 The notice / severance payments noted below are deemed to include notice / severance under the Employment Standards Act. This ensures there will be no double payment.

In addition to its other business, the Labour/Management Committee shall discuss any proposed layoffs in the bargaining unit and measures to reduce the impact of such proposed layoffs.

The Local's Union Representative (staff person employed by the Local) must be present at any Labour/Management Committee meeting (either regularly scheduled or called specially) where proposed or actual layoffs and/or measures to reduce the impact of proposed layoffs will be discussed.

In the event of a proposed layoff of a permanent or long-term nature, the Home will provide the Union with at least six (6) weeks' notice. This notice is not in addition of required notice for individual employees.

In the event of a layoff of a permanent nature, the Home will provide the Union with notice in accordance with the Employment Standards Act. However, the Employment Standards Act will be deemed to be amended to provide notice to the affected employee as follows:

- if her service is greater than 9 years - 9 weeks notice
- if her service is greater than 10 years - 10 weeks notice
- if her service is greater than 11 years - 11 weeks notice
- if her service is greater than 12 years - 12 weeks notice

18.02 Note: The parties have always merged the seniority list for the purpose of Layoff and Recall as well as Job Posting.

(a) In the event of lay-off, the Employer shall first lay-off employees in the reverse order of their seniority within their classification, providing that there remain on the job employees who have the ability and qualifications as required by law to perform the work.

(b) An employee who is subject to lay-off shall have the right to either:

(i) Accept the lay-off; or

(ii) First bump an employee with less bargaining unit seniority within the bargaining unit (full time/part-time combined ) in a lower or identical paying classification for which they are qualified, as required by law and can perform the duties of the lower or identical classification without training other than orientation.

- (iii) Chain bumping, **as** noted above, will be allowed with the understanding that an employee subject to layoff, who chooses to bump, must bump the employee with less seniority who has scheduled hours equal to or less than the employee laid off, subject to paragraph (vi) below.
- (iv) Consistent with the opportunity to chain bump, all employees who are potentially impacted will be given notice of lay off at the outset of the process.
- (v) An identical paying classification shall include any classification where the straight time hourly wage rate at the level of service corresponding to that of the laid **off** employee is within one percent (1%) of the laid **off** employee' straight time hourly wage rate.
- (vi) In the event that there are no employees within the laid off employee' classification in the bargaining unit with lesser seniority who have scheduled hours equal to, or less than the employee being laid off, such employee may bump **a less** senior employee with greater regularly scheduled hours within ten percent (10%) of the laid off employee' regularly scheduled bi-weekly hours within her classification.

(vii) In the event that there are no employees in the bargaining unit with lesser seniority in lower or identical paying classifications as defined in this Article, a laid off employee will have the right to displace an employee with less seniority, who has scheduled hours equal to or less than the employee laid off, in a classification where the straight time hourly rate at the level of service corresponding to that of the laid off employee is within five percent (5%) of the laid off employee's straight time hourly rate provided she is qualified for and can perform the duties without training other than orientation.

(viii) The decision of the employee to choose (i) or (ii) above shall be given in writing to the Manager or designate within one (1) calendar week following the notification of lay-off. Employees failing to do so will be deemed to have accepted the lay-off.

18.03

Recall Rights:

(a) An employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided she has the ability and qualifications as required by law to perform the work.

In determining the ability of an employee to perform the work for the purposes of the paragraph above, the Home shall not act in an arbitrary manner.

(b) An employee recalled to work in a different classification from which she was laid off shall have the privilege of returning to the position she held prior to the lay-off should it become vacant within six (6) months of being recalled.

(c) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.

(d) It is the sole responsibility of the employee who has been laid off to notify the Employer of her intention to return to work within five (5) working days (exclusive of Saturday, Sunday and Paid Holidays) after being notified to do so by registered mail, addressed to the last address on record with the Home (which notification shall be deemed to have been received after the second day following the date of mailing) and to return to work within ten (10) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for her proper address being on record with the Home.

(e) Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies that are expected to exceed twenty (20) days of work. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off.

(f) A laid off employee shall retain the right to recall for a period of thirty-six (36) months.



(g) The job posting procedure **as** set out in the Collective Agreement will continue to apply. Employees with seniority who are **laid off** will **be mailed** a copy of job postings to their last known address.

(h) When a laid off employee bids for and is successful in obtaining a posted position, she shall have no further rights with regard to recall.

**18.04** For the purposes of lay-off and recall, it is understood and agreed that if a part time employee bumps a full time employee **as** part of the above-noted procedure, the part time employee is accepting the full time position only.

It is understood and agreed that if a full-time employee bumps a part-time employee **as** part of the above-noted procedure, the full-time employee is accepting the part-time position only.

**18.05** For purposes of merging the seniority lists, a part time employee will be deemed to have one (1) year of full time seniority for every eighteen hundred (1 800) hours of part-time seniority.

## **ARTICLE 19 TRANSFERS**

### **19.01** Temporary Transfer:

(a) When an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit, he/she shall be paid the rate of the new classification from the commencement of the shift.

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(b) Employees temporarily assigned to perform duties in a lower paying classification shall not suffer any loss of pay as a result ~~of~~ such transfer provided work in their **own** classification is available for them.

**19.02** Employees promoted or transferred to a higher paid classification shall receive the rate ~~of~~ pay applicable to their bargaining unit seniority in the higher classification.

**19.04** (a) **An** employee whose status is changed from part-time to full-time shall receive a pro-rated credit for one (1) year seniority for each 1800 hours worked. For purposes of seniority that employee will now have an adjusted date of hire based on the above. That employee's adjusted date of hire cannot be earlier than his/her actual date of hire. Upon entering in a full-time status the employee shall suffer no loss of pay rates but shall forfeit the premium paid to part-time employees in lieu of benefits. If the employee transfers to a lower full-time classification he/she shall be paid the appropriate rate in the classification.

Employees who are successful in receiving a temporary position shall maintain their benefits status to which they were entitled prior to receiving the temporary position.

(b) **An** employee whose status is changed from full-time to part-time shall receive 1800 hours for each year of seniority as a full-time employee. In cases of layoff from **a** full-time position, that employee shall retain their full-time seniority (date of hire) for 30 months. Upon entering into a part-time status, he/she shall forfeit the health and welfare benefits and receive the premium paid

to part-time employees in lieu of benefits. If the employee transfers to a part-time classification he/she shall be paid the appropriate rate in the classification, however; employees who have exercised their seniority rights (i.e. job posting and bumping) and are working in a lower paying classification shall be paid the lower classification rate.

**19.05** Employees transferring under the provisions of Article 19.04 (b) shall not be entitled to change his/her status for a period of six (6) months after his/her most recent status change except by mutual agreement of the parties.

## **ARTICLE 20 JOB POSTING**

**20.01** (a) Promotions and Demotions: The Association and the Union agree that in the cases of promotions (other than promotions to positions outside the bargaining unit) and demotions, the following factors shall be considered: the qualifications, experience, ability and seniority of the applicants. Where these factors are relatively equal, the applicant with the greatest seniority shall fill the vacancy. This article applies to registered practical nurses, health care aides, maintenance, activity aides, personal support worker and head cook.

(b) All other bargaining unit positions are to be filled by the most senior applicant who has the ability to perform the normal requirements of the job with up to five (5) days training. Assistant cook and dietary aides will possess any certificates required by legislation.

**20.02** Such vacancy shall be posted for a period of seven (7) consecutive calendar days. Vacancies created by

the filling of an initial vacancy within the bargaining unit shall be filled according to Article 20.01.

**20.03** The Association shall have the right to fill any vacancy on an interim basis (by seniority) until the posting procedure has been complied with and arrangements have been made to assign the employee selected to fill the vacancy to the job. In filling interim positions, the Association can fill the position at its discretion providing it uses the most senior person in the classification. The intent is to follow the seniority line without causing undue displacement or disruption within the organization.

**20.04** The successful applicant shall be placed on trial in the new position for a period equal to the probation period. If the successful applicant does not successfully complete the trial period, the position shall be re-posted. Such trial promotion or transfer shall become permanent following the trial period unless:

(a) the employee feels that he/she is not suitable for the position, and wishes to return to his/her former position; or

(b) the Employer feels that the employee is not suitable for the position, and requires that he/she return to his/her former position.

**20.05** In the event the employee returns / is returned by the Employer to their former position they will receive their former salary without loss of seniority and any other employees promoted or transferred as a result of the re-arrangements of positions shall also be returned to their former position(s) and salary without loss of seniority.

**20.06**        Temporary Vacancies: A temporary vacancy is a vacancy created by an employee's absence due to maternity leave, compensable or non-compensable illness or injury, or any other leave of absence expected to or in fact exceeds four (4) weeks, (i.e. up to four (4) weeks, not required to post; beyond four (4) weeks, whether length of absence known or date unknown to be posted).

The Employer shall post such vacancy according to the posting procedure outlined herein. The Employer is to outline to the employee with a copy to the Union office, the conditions and duration of such vacancy. Upon the return of the employee from her absence, he/she shall have the right to return to his/her former position. In instances where any employee returns to work prior to the estimated date of return the Employer shall not be liable for payments to the resulting displaced employee(s). Such displaced employee(s) shall return to their former position (s) as well.

The maximum time limit of any temporary vacancy shall not normally exceed twenty-four (24) weeks **from** the commencement of the position unless the vacancy is due to a leave of absence of longer duration in accordance with the Employment Standards Act or for replacement of an employee on sick leave or WSIB for that longer period of time.

**20.07**        If no applications to fill the vacancy are received from employees of the Association, or if the applicant or applicants are not, in the opinion of the Association, considered to be suitable for such vacancy, then the Association may fill the vacancy from the open market.

**20.08** Full-time (75 hours) employees who have transferred into any position within the past six (6) months may apply for, but need not be considered under the terms of the collective agreement, for another bargaining unit vacancy within a period of six (6) months.

## **ARTICLE 21 JOB CLASSIFICATION & WAGES**

Schedule "A" attached hereto shows the classifications and wages of the employees within the bargaining unit effective from the dates set out therein. The parties agree that the said schedules and contents thereof shall constitute part of the Agreement.

When a new classification (which is covered by the terms of this collective agreement) is established or the job content of an existing classification is revised in such a manner that duties of another classification are assigned to it by the Employer, the Employer shall determine the rate of pay for such new classification, and notify the Union of the same within seven (7) days. If the Union challenges the wage rate, it shall have the right to request a meeting with the Employer to endeavour to negotiate a mutually satisfactory wage rate. Such request will be made within ten (10) days upon receipt of notice from the Employer of such new occupational classification and rate.

Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new wage rate was given by the Employer. If the parties are unable to agree, the dispute concerning the new wage rate may be submitted to arbitration as provided in the Agreement with fifteen (15) days of such meeting. The decision of the Board of Arbitration (or sole arbitrator

as the case may be) shall be based on the relationship established by comparison with the wage rates and duties for other classifications in the bargaining unit or related bargaining units, having regard to the requirements of such classification.

Where the Employer makes a substantial change during the term of this Agreement in the job content of an existing classification which in reality causes such classification to become a new classification, the Employer agrees to meet with the Union, if requested, to permit the Union to make representation with respect to the appropriate rates of pay and job duties.

If the matter is not resolved following the meeting with the Union, the matter may be referred to arbitration as provided in this Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or sole arbitrator as the case may be) shall be based on the relationship by comparison with the wage rates and duties for other classifications in the bargaining unit or related bargaining units having regard to the requirements of such classifications.

The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive to the date that the Union raised the issue with the Employer.

Prior to proceeding to arbitration, both sides are to provide the rate of pay and rationale for that rate of pay to the other party, in writing so as to attempt to avoid the costs of an arbitration hearing.

21.02 A job classification will not be changed for the purpose of evading payment of the minimum rates hereinafter set out.

## **ARTICLE 22 PAYMENT OF WAGES**

22.01 All employees will be paid bi-weekly on every second Thursday for the payroll period ending the previous Saturday. Effective [the second pay day after the date of this award], however, a regular pay day which falls in a week in which a statutory holiday occurs on a Monday shall be postponed to the Friday.

The Employer shall provide direct deposit for the employees' cheques to the banks of their choice. The Employer will provide a pay stub receipt to show the applicable wages and rates paid and the hours worked.

22.02 Payments shall be made for time actually worked during the said two (2) week period, together with paid holidays, overtime and other benefits to which the employee may be entitled during such period. Any errors in computation of pay by the Employer of seven (7) hours or more shall be paid by separate cheque less an appropriate percentage to cover employee deductions. Final balancing of the error will be corrected on the following pay. Errors of less than seven (7) hours may be corrected on the following pay. Employees are to first present the error with respect to their cheque to their immediate supervisor.

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.

If the Employer makes an overpayment of a day's pay or less for an employee, the overpayment will be deducted on the pay period following the date that the error is discovered. If the error is in excess of a normal day's pay, the Employer will be reimbursed based on a mutually satisfactory arrangement between the employee and the Employer.

**22.03** In no event shall there be any pyramiding of benefits or payments.

**22.04** Employees working on a shift during the spring or fall day - light saving time changeover shall be paid for actual hours worked at straight time.

### **ARTICLE 23 UNIFORMS**

**23.01** The present practice regarding uniforms will be followed by the Association.

Effective April 26, 1995, the Employer agrees to provide a uniform allowance of five cents (\$.05) per hour worked for full-time and part-time employees, to be paid on December 1, every year to employees on the payroll as of that date.

### **ARTICLE 24 HOURS OF WORK & OVERTIME**

**24.01** Hours of Work: Reference to Article 24.01 (a), (b) and (c) is intended only to provide a basis for calculating time worked and shall not be a guarantee as to

hours of work per day or for a bi-weekly period, nor as to the days of work per bi-weekly period.

(a) The normal work day shall be seven and one-half (7 1/2) hours, excluding the half-hour meal period. The normal bi-weekly work period for all employees shall be seventy-five (75) hours and within that period the Association, to the best extent possible, shall schedule four (4) days off for an employee so as to permit two (2) consecutive days off in a week. The

Association will continue to endeavour to provide every other weekend off for full-time employees and one weekend (Saturday, Sunday) off in four for part-time employees.

(b) Each seven and one-half (7 1/2) hour shift shall include two (2) fifteen (15) minute rest periods, one in each half of the shift. Each four (4) hour shift will be allowed a fifteen (15) minute break..

(c) This is not to be read or construed as a guarantee of hours of work per day or for a bi-weekly period or of days of work per bi-weekly period.

#### 24.02 Overtime:

(a) Subject to the provisions of 25.04, the Association shall pay time and one-half the normal rate of pay calculated to the nearest fifteen (15) minutes worked for all time in excess of seven and one-half (7 1/2) hours per day or seventy-five (75) hours in any bi-weekly pay period. Overtime pay shall be paid for work performed before the scheduled starting time and during an employee's scheduled time off provided however that such

overtime has been authorized by the appropriate supervisor or acting supervisor. There shall be no pyramiding of premium pay, overtime pay and paid holiday pay.

(b) An employee may, however, opt to take his/her overtime pay in equivalent time off with pay at a time of his/her choice within 45 days of the overtime occurrence at a time by mutual agreement.

(c) In the calculation of eligibility for overtime rates an employee who is absent but is being paid under any of the provisions of this agreement will be considered as having worked his normal scheduled shift for these days.

(d) An employee required to work more than three (3) hours overtime in succession with the end of his/her shift, will receive a lunch.

**24.03** The Association will pay the applicable straight time hourly rate for any in-service meetings, courses, presentations or staff meetings which the employee attends and as designated "mandatory attendance required on the meeting notice.

## **ARTICLE 25 SCHEDULING OF DAYS OFF**

**25.01** Work schedules covering four (4) weeks will be posted two (2) weeks in advance. In no event will there be less than sixteen hours (16) between the end of one shift and the beginning of another. Any rearranging of schedules, once posted must be done with permission of supervisor, which shall not be unreasonably withheld, with the understanding that no premium pay (overtime, etc.) will be paid as a result of this.

**25.02** Except in the case of an emergency (and exclusive of the effect of an exchange between two (2) employees for personal convenience), no employee shall be scheduled to work more than five (5) consecutive days without being given two (2) or more days off work, provided however that overtime rate shall be paid for any days worked over five (5) consecutive days by reason of such emergency. Any change in schedule must first be approved by the Supervisor.

**25.03** Work schedules covering a four (4) week period will be posted two (2) weeks in advance. Employee requests for specific days off must be submitted to the Manager or designate one week (1) in advance of the desired shift off.

**25.04** Call-in by seniority: This procedure is to be followed when calling-in employees:

1. list by seniority;
2. employees have an option to be on or off the list;
3. calls to be made in the following method:
  - a) Start at top of list;
  - b) No-answer (N/A) go to next on the list;  
N/A - not considered a shift  
< no answer = no answer  
< no answer = busy  
< no answer = answering machine  
< no answer = not at home but someone else answers

c) Refuses to come in (RI considered as a worked shift).

d) Next time go to the top of the list.

4. After three (3) refusals (without a reasonable excuse) in a three (3) month period, the employee is taken off the seniority call-in list for a subsequent three (3) month period.

**25.05** All employees who work on an assigned day off as per assigned schedule, at the Employer's request, will be paid overtime at the rate of time and one-half (1 1/2) for all hours worked.

Employees who are scheduled to work less than seventy-five hours in a two (2) week period will not qualify for overtime on an assigned day off until they have completed seventy-five (75) hours of work in the scheduled two (2) week period.

**25.06** During the term of this agreement, the administration of the nursing and personal care program will meet with the registered practical nurses and the healthcare aides to address and endeavour to resolve scheduling issues with regards to the needs of both OFRA and the employees.

## **ARTICLE 26 WAGE PROGRESSION**

**26.01** For new employees hired after December 21, 2000, the start rate of pay will be 5% less than the regular wage rate. The second rate will be 2.5% less than the regular wage rate. The probationary wage rate will be 5% less than the start rate.

**26.02** Where an employee is transferred to any equal or higher classification, the employee will start the new position at a level that has at least an equal rate of pay to the former position. Where an employee transfers to a lower classification, he/she will start the new position at the same grid level as in the former position. The transferred employee will proceed to the next level the following year on the day the transfer to the new position occurred.

**26.03** Part-time employees will advance to their next level on the grid after 1800 hours of service.

### **ARTICLE 27 CALL-BACK & CALL-IN & STANDBY**

**27.01** When employees are called back to work after leaving the premises upon completion of shift, such employees shall receive a minimum of four (4) hours pay at straight time or time and one half (1 1/2) for actual hours worked whichever is the greater.

**27.02** (a) "Call-in" shall mean the calling in to work at the Employer's request of an employee on an assigned day off as per the posted schedule.

(b) Employees who are called in will be paid overtime at the rate of time and one-half (1 1/2) for all hours worked, except in the case of employees who are scheduled to work less than seventy-five (75) hours in a two (2) week period, who shall qualify for overtime rates on a call-in for hours in excess of seventy-five (75) hours of work in a two (2) week period.

(c) Where the call-in is requested within one-half (1/2) hour of the starting time of the shift and the employee commences work within ~~one~~ (1) hour ~~of~~ the call-in, then the employee will be paid ~~as~~ if the entire shift had been worked, provided he/she completes the shift for which he/she was called in.

(d) If any employee reports to work on a request for call-in, the Employer will guarantee a minimum of four **(4)** hours work or four (4) hours pay.

**27.03** An employee who is required to remain available for duty outside the normal working hours for that particular employee shall receive standby pay in the amount of \$2.10 per hour for all hours on standby. Call-back will apply once an employee is called from standby, and standby pay will then cease.

## **ARTICLE 28 MINIMUM HOURS GUARANTEED**

**28.01** If an employee reports for work as scheduled but for whom no work at his/her regular job is available, or because a change was made in the schedule without notifying the employee concerned at least twenty-four (24) hours in advance, he/she shall be entitled to a minimum of four **(4)** hours pay.

## **ARTICLE 29 PAID HOLIDAYS**

**29.01** (a) Full-time employees who have completed their probationary period shall receive the following statutory holidays with pay:

Christmas Day	Victoria Day
Boxing Day	Canada Day
New Year's Day	August Civic Holiday

Good Friday                      Labour Day  
Easter Monday                  Thanksgiving Day  
Remembrance Day (November 11)

29.02                      (a) (Full-time only) In order to qualify for each paid holiday, the employee must work his/her scheduled shift immediately before and after the holiday. Sick days will not be counted against the employee.

29.03                      (a) Any full-time employee required to work on a holiday will receive either 2 1/2 times his/her regular rate of pay or 1 1/2 times his/her rate of pay with an additional day off with pay, the day to be determined by mutual consent. The additional day off will be taken within forty-five (45) days of the holiday or his/her next vacation, whichever is first.

Part-time employees who work on the above mentioned paid holidays shall receive one and a half (1 1/2) times his/her regular rate of pay. The percentage in lieu of benefits under Article 34.01 includes any other paid holiday entitlement.

(b) Employees will be allowed to accumulate up to four (4) paid holidays lieu days per year, which shall be taken ~~off~~ by mutual agreement between the employee and manager, by year end in any calendar year (otherwise such lieu days shall be paid out in full at year's end). It is further understood that such accumulated lieu days may not be taken during prime vacation time (June 15 to September 15) nor during the Christmas period, December 15-31.

29.04                      In arranging payment for the above compensation, the Association may pay on any one of the fol-



lowing basis with such basis to be mutual consent of the employee:

- (a) the regular day's pay plus time and one-half (1 1/2) in money;
- (b) time and one-half (1 1/2) in money plus one (1) day off within forty-five **(45)** days of **the** said holiday;
- (c) one (1) day's pay plus one and one-half (1 1/2) days off within forty-five **(45)** days of the said holiday;
- (d) In the event that the paid holiday fails on an employee's day off or during his/her vacation period the employee shall receive an additional day off or one day added to his/her vacation.

**29.05**            **An** employee who is absent on a paid holiday after being posted to work forfeits all holiday pay for that day unless (Full-time only) such absence is due to an illness, accident or paid compensation **as** approved by the Employer.

**29.06**            For purposes of clarification as to when a Statutory Holiday begins and ends, the day shall begin at 12:00 midnight and end at **11:59** p.m. Where the majority of the hours of the shift are worked on the statutory holiday the employee will be paid the premium rates as per their regular scheduled hours of work.

**29.07**            Holiday pay will be computed on the basis of the number of hours the employee would otherwise

work had there been no holiday, at his/her regular rate of pay.

29.08 Christmas & New Year's Scheduling: The Association will provide three (3) consecutive days and will however, where possible, endeavour to schedule employees off work for not less than five (5) consecutive days at either Christmas or New Years."

The Association will endeavour to give at a minimum, Christmas Eve off with Christmas Day and/or New Year's Eve off with New Year's Day unless otherwise agreed to by the employee(s).

29.09 Effective January 1, 1992, the Employer agrees to two and one half (2 1/2) time the regular straight time hourly rate for authorized overtime on a paid holiday.

### **ARTICLE 30 VACATIONS**

30.01 (a) For the purpose of calculating eligibility, the vacation year shall be based on the employee's anniversary date of employment.

(b) Vacations are not cumulative from year to year and all vacations must be taken. Employees may not waive vacation and draw double time.

30.02 Vacation pay shall be paid to full-time employees on their regular pay day and all normal deductions shall be made from an employees vacation pay. Individual days may be taken and paid accordingly.

Part-time employees are not required to take vacation and a pay out of vacation pay will be on the

first pay period in December. Those part-time employees requesting vacation time will be paid vacation pay consistent with that of full-time employees.

**30.03** In calculating vacation pay, full-time and part-time is **2%** of **gross** earnings per week of vacation allowance.

End of 1 Year	<b>4%</b>	2 weeks or the equivalent of your banked vacation dollars
End of 4 Years	<b>6%</b>	3 weeks or the equivalent of your banked vacation dollars
End of 8 years	<b>8%</b>	4 weeks or the equivalent of your banked vacation dollars
End of 15 years	<b>10%</b>	5 weeks or the equivalent of your banked vacation dollars
End of 25 years	<b>12%</b>	6 weeks or the equivalent of your banked vacation dollars

**30.05** Any employee may resign on giving the employer two weeks previous notice. Where an employee fails **to** comply with this article, such employee shall not be entitled to vacation with pay credits, other than subject to the Employment Standards Act.

**30.06** Where an employee's scheduled vacation is interrupted due **to** a serious illness (see Letter of Understanding) or injury, which commenced prior to the period

of and continues into the scheduled vacation period, such absence shall be considered sick leave.

Where an employee's scheduled vacation is interrupted due to a serious illness (see Letter of Understanding) or injury, such period shall be considered sick leave.

The portion of the employee's vacation is which is deemed to be sick leave under this provision will not be counted against the employee's vacation credits and the vacation shall be rescheduled at a mutually agreed date but subject to the vacation schedule.

30.07 Vacation Scheduling: Vacation scheduling: the following principles will be utilized in determining vacation scheduling:

(a) The number of employees off at any one time will be in accordance with departmental policy, having concern for the proper operation of the Home.

(b) Vacation will be granted to employees in accordance with employee seniority and shall not be unreasonably denied.

(c) All employees are required to submit written request(s) for vacation on a vacation request form, to the appropriate manager, by April 15, with the final vacation schedule posted by May 15. Employees with late requests or changes in requests after April 15, will not be entitled to exercise seniority rights over employees who have met the April 15 deadline.

(d) Requests for vacation time after April 15 **will** be granted on a first-come basis for remaining available vacation time.

(e) During prime time (June 15 to September 15) vacation time will be limited to 10 days (2 weeks) per employee, in accordance with seniority and will also be allowed to book outside of prime time in accordance with seniority. Once all employees have had an opportunity to book vacation time during prime time, then employees on a seniority basis will once again be allowed to book remaining vacation entitlement in prime time if any time is still available.

## **ARTICLE 31 LEAVES OF ABSENCE**

### **31.01            Bereavement Leave:**

(a) An Employee who notifies the Association as soon as possible following a bereavement shall be granted bereavement leave without loss of his/her regular pay for his/her scheduled hours from the date of the funeral of a member of his/her family. Effective April 26, 1995, bereavement leave for a spouse or child shall be five (5) days, all other immediate family shall be four (4) days. "Immediate family" means parent, brother, sister, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, guardian or step-parent. Bereavement days are to be consecutive days which may be taken either before and/or after the funeral but must include the day of the funeral and days actually missed from work as per the employee's scheduled working days.

(b) Where necessary, additional leave without pay may be granted by the Employer.

31.02            Education Leave:

(a) If required by the Employer, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade his or her employment qualifications.

(b) A leave of absence, without pay, to take further education related to the employee's work with the Association may be granted upon written application by the employee to the administration of the Association. It is further understood and agreed that the Employer will, wherever its operational requirements permit, endeavour to arrange the shifts of employees attending courses or seminars to permit such attendance.

(c) Where employees are required by the Association to take courses to upgrade or acquire new employment qualification, the Employer shall pay the full direct costs associated with the course.

31.03            Jury and Witness Duty: If an employee is required to serve as juror in any court of law, or is required to attend as a witness in any matter to which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Association, the employee shall not lose regular pay because of such attendance provided that the employee:

(a) notifies the Association immediately on the employee's notification that he/she will be required to attend at court;

(b) presents proof of service requiring the employee's attendance;

(c) deposits with the Association the full amount of compensation received excluding mileage, traveling and meal allowances and an official receipt thereof.

In addition to the foregoing, where an employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Home on his/her regularly scheduled day off, the Association will attempt to reschedule the employee's regular day off, it being understood that any rescheduling will not result in a payment of any premium pay. Where the Association is unable to reschedule the employee, and as a result, he/she shall be paid for all hours actually spent at such hearing at his/her regular straight time hourly rate subject to (a), (b) and (c) above.

31.04 Pregnancy Leave and Parental Leave:  
Pregnancy and parental leaves will be granted in accordance with the Employment Standards Act of Ontario unless otherwise amended.

Pregnancy Leave:

(a) An employee who is pregnant shall be entitled, upon application, to pregnancy leave and parental leave immediately thereafter. Pregnancy leave shall be granted for seventeen (17) weeks as provided in the Employment Standards Act, and may begin no earlier than seventeen (17) weeks before the expected birth date.

The employee shall give the Employer two (2) weeks' notice in writing, of the day upon which she intends to commence her leave of absence, unless impossible, and furnish the Employer with a certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur.

(b) The employee must have started employment with her Employer at least thirteen (13) weeks prior to the expected date of birth.

(c) The employee shall give at least two (2) weeks notice of her intention to return to work. The employee may, with the consent of the Employer, shorten the duration of the leave of absence requested under this Article upon giving the Employer two (2) weeks notice of her intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that she is able to resume her work.

Additional leave of absence may be taken under Article 31.05, Parental Leave.

(d) Notwithstanding Article 31.04 (b) above, an employee must complete ten (10) months of continuous service prior to the expected date of birth to be paid a supplemental Employment Insurance Benefit.

An employee on pregnancy leave who is in receipt of Employment Insurance pregnancy leave benefits shall be paid a supplemental Employment Insurance Benefit.

That benefit will be the equivalent to the difference between seventy-five percent (75%) of her regu-



lar weekly earnings and the sum of her weekly rates of Employment Insurance Benefits. In any week, the total amount of SUB payments and the weekly rate of E.I. benefits will not exceed seventy-five percent (75%) of the employee's regular weekly earnings.

Vested Interest • Employees do not have a right to SUB payments except for supplementation of E.I. benefits during the unemployment period **as** specified in the plan.

Other Income • Payments in respect to guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan.

Such payment shall commence after the two (2) week employment insurance waiting period and shall continue while the employee is in receipt of such benefits for a maximum period of seventeen (17) weeks.

The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

The regular hourly rate shall be calculated to include all of the employee's insurable earnings **as** defined by the Employment Insurance System.

The SUB top-up by the Resthome would not take into account E.I. insurable earnings **from** sources other than this facility.

(e) An employee who does not apply for leave of absence under Article 31.04 (a) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with 31.04 (upon providing the Employer, before the expiry of two (2) weeks after she ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and given the estimated day upon which, in his opinion, delivery will occur or the actual date of her delivery.

(f) During the period of leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental, group life, pension and other benefits included and prescribed by the Employment Standards Act unless the employee gives the Employer written notice that the employee does not intend to pay the employee contributions. If deductions for the employee's share of the premiums are required, the Employer shall deduct these amounts from the SUB payments.

(g) An employee who intends to resume her employment on the expiration of the leave of absence granted to her under this Article, shall so advise the Employer when she requests the leave of absence. If a full-time employee returns to work at the expiry of the normal pregnancy or parental leave, and the employee's former permanent position still exists, the employee will be returned to her former job, and former shift, if designated.

All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.

(h) When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to her employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began, and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of Article **31.04 (g)**.

(i) Such absence is not an illness under the interpretation of this Agreement, and credits on the accumulated sick leave plan and the weekly indemnity plan cannot be used.

(j) Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave.

(k) Upon expiry of seventeen **(17)** weeks pregnancy leave, an employee may immediately commence parental leave, as provided under Article **34.05** of this Agreement. The employee shall give the Employer at least two (2) weeks notice, in writing, that she intends to take parental leave.

### **31.05**            Parental Leave:

(a) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.

(b) A “parent” includes: the natural mother or father of the child; a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as his or her own.

(c) Parental leave must begin within thirty-five (35) weeks of the birth of the child or within thirty-five (35) weeks of the date the child first came into custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to eighteen (18) weeks in during and shall, in all cases, be completed within fifty-three (53) weeks of the date the child is born, or comes into the custody, care and control of a parent for the first time.

(d) The employee shall give the Employer two (2) weeks written notice of the date the leave is to begin.

Parental leave ends eighteen (18) weeks after it began or on an earlier day if the employee gives the Employer at least four (4) weeks written notice of that day.

(e) For the purposes of parental leave under Article 31.05 Parental Leave, the provisions under 34.04 Preamble and 31.04 (f), (g), (h), (i) and (j) shall also apply.

**31.06**            **Full-Time Union Office:** Upon application by the Union in writing, the Association will give reasonable consideration to a request for leave of absence, without pay, to an employee elected or appointed to full-time

Union office. It is understood that not more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave, if granted, shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period of agreement of the parties. Seniority and service shall accumulate during such leave to the maximum provided, if any, under the provisions of the Collective Agreement. It will become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such leave of absence.

31.07            Union Leave:

(a) The Association shall grant leave of absence without pay to employees to attend Union conventions, seminars, education classes or other Union business provided that such leave will not interfere with the efficient operation of the Association.

(b) In requesting such leave of absence for an employee or employees, the Union must give at least ten (10) days clear notice in writing to the Association where possible and the expected duration of the leave.

(c) In addition to the leave of absence set out above, members of the Union Executive Board and/or Council employed by the Association will be entitled to leave of absence, without pay, for the purpose of attending Executive and/or Council meetings.

(d) Where employees are on leave of absence requested by the Union the Employer will pay the regular salary and benefit costs of the employee and invoice the Union for the employee's lost time.

**31.08**            Personal Leave:

(a) Leave of absence without pay may be granted to an employee for purposes of health, education or any valid personal reason at the discretion of the Association. Such leaves of absence will be conditional on availability and suitability of replacement. Such leaves shall not exceed thirty (30) days for any one leave. In special circumstances leaves in excess of thirty (30) days may be granted, but seniority will not accumulate. Such leaves will not be unreasonably withheld.

(b) Employees who are on leave of absence for any reason will not engage in gainful employment while on such leave, and if an employee does engage in gainful employment while on such leave, they may forfeit all seniority rights and privileges contained in this Agreement.

(c) All leave of absences should be applied for in writing to the Manager or designate at least thirty (30) days prior to the date such leave is to commence.

(d) Subject to language of Personal Leave, O.F.R.A. will not require employees to utilize their vacation prior to taking a leave of absence.

**ARTICLE 32 WORKPLACE SAFETY &  
INSURANCE BOARD (WSIB)**

**32.01**            (a) An employee will not be eligible for paid holidays, or any other benefits of this Agreement, except where specified otherwise, during any absence covered by the Workplace Safety and Insurance Board.

(b) Provided that an employee returns to work within ~~fifty-two~~ **(52)** consecutive weeks of the date of illness or injury, time spent on W.S.I.B. shall ~~be~~ considered ~~as~~ time worked for the purpose of calculating the current year's vacation entitlement under the terms of this Agreement.

**32.02** An employee shall continue to accrue seniority while in receipt of W.S.I.B. benefits for a period of one (1) year. For a period in excess of one (1) year and up to two (2) years an employee will retain but not accrue seniority. During the period of up to two (2) years, an employee shall have the right to return to work upon the recommendation of the W.S.I.B. or the attending physician, which shall indicate to the Employer that the employee has the physical capability to perform his/her normal job.

If required by law, before the employee returns to work, his or her attending physician be required to fill out a Functional Abilities Form outlining the restrictions, if any, of the employee.

**32.03** If an employee returns to work within two (2) year period referred ~~to~~ in **32.02** above, he/she shall return to his/her former job, or work of comparable nature at the same salary level and with the seniority attained in accordance with **32.02** above.

**32.04** ~~If on~~ the recommendation of the W.S.I.B. or the attending physician, the employee is capable only of performing work of a different kind, or lighter nature, the Association will make every effort to place the employee in suitable work.

**32.05** The Association will pay the employee's regular wages on the day of the accident.

### **ARTICLE 33 HEALTH & SAFETY COMMITTEE**

**33.01** The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Home in order to prevent accidents, injury and illness.

**33.02** A joint management and employees' Health and Safety Committee shall be constituted with representation of at least one half (1/2) by employees from the bargaining unit. The Committee shall identify any potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons respecting the identification of hazards and standards elsewhere. The Committee shall normally meet at least once a month. Scheduled time spent in such meetings is to be considered time worked. Minutes shall be taken of all meetings and copies shall be sent to the Employer and to the Union.

**33.03** Two (2) representatives of the Joint Health and Safety Committee, one (1) from management and one (1) from the employees on a rotating basis designated by the employees, shall make monthly inspections of the work place and equipment and shall report to the Health and Safety Committee the results of their inspection. In the event of accident or injury, such representatives shall be notified as soon as practicable and shall investigate and report as soon as possible to the Committee and to the Employer on the nature and cause of the accident or injury. Furthermore, such representatives must be notified of the inspection of a government inspector and shall have the



right to accompany him on his inspections. Scheduled time spent in all such activities shall be considered as time worked.

**33.04** The Joint Health and Safety Committee and the representatives thereof shall have reasonable access to the annual summary of data from the Workers Safety and Insurance Board relating to the number of work accident fatalities, the number of lost workday cases, the number of lost workdays, the number of non-fatal cases that required medical aid without lost workdays, the incidents of occupational injuries, and such other data as the Workers Safety and Insurance Board may decide to disclose.

**33.05** The Union agrees to endeavour to obtain the full cooperation of its membership of all safety rules and practices.

**33.06** The Employer will use its best efforts to make all affected direct care employees aware of residents who have serious infectious diseases. The nature of the disease need not be disclosed. Employees who are not direct care employees will be made aware of special procedures required of them to deal with these circumstances. The parties agree that all employees are aware of the requirement to practice universal precautions in all circumstances.

**33.07** Health and Safety Committee: The parties agree that if incidents involving aggressive client action occur towards an employee, 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.

**33.08** The Employer agrees to provide the requisite training for at least 1 member of the Joint Health & Safety Committee, representing bargaining unit members, to be certified.

### **ARTICLE 34 HEALTH & WELFARE**

(For the purpose of the application of this article, “spouse and same sex partner” shall be defined as per the “Family Law Act”.)

**34.01** Employer agrees to provide the following benefits:

Group Life Insurance: One times employee’s salary, Employer-paid 100%.

Semi Private: 100% Employer-paid.

Extended Health: 100% Employer-paid.

Vision Care: Eyeglass coverage up to \$200,00 every 2 years.

Dental: 55-45 cost share employer/employee based on current ODA rates.

Weekly Indemnity: 100% Employer-paid.

Long Term Disability Plan: 100% Employer-paid.

The above benefits are agreed to as indicated at negotiations and the Standard Life Insurance

Company is the carrier of the plan (as of the date of signing of this Collective Agreement).

Change of Carrier: The Employer may at any time substitute another carrier for any insurance plan set out above (except for OHIP), provided the benefits provided thereby are substantially the same. The Employer agrees to meet with the Union in advance of any change and provide detailed information for purpose of comparison between present Plan/Carrier and any new carrier and proposed plan coverage.

Enrolment for all benefits shall be compulsory for all full-time employees, following a three (3) month initial waiting period for new hires. Spousal exemption will be granted for Extended Health and Dental Plans with proof of spousal coverage.

(Note: "The Nursing Homes and Related Industries Pension Plan" to cover all bargaining unit employees)

Part-time: A percentage in lieu of benefits in the amount of 11% will be paid to part-time employees and following a three (3) month initial waiting period for new part-time hires.

## **ARTICLE 35 JOB SECURITY**

**35.01**            No Contracting Out: The Association will not contract out work of the Bargaining Unit that will result in any lay off of Bargaining Unit employees.

**35.02**            Work of the Bargaining Unit: Persons excluded from the bargaining unit shall not perform duties normally performed by employees in the bargaining unit

unless otherwise agreed in writing by the Union, except in cases of emergency or when qualified employees are not immediately available.

**35.03            Technological Change:**

(a) Where the Association has decided to introduce a technological change including automation, new machinery and or changes in operating procedures or methods, the Association agrees to meet with the Union to investigate and discuss ways of minimizing the adverse affects upon the bargaining unit.

(b) Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall be trained so that they may perfect or acquire the skills necessitated by the new methods of operations.

The employer will assume all costs associated with such training and there shall be no loss of wages or benefits during the training period. Where possible, training shall be given during the hours of work.

**35.04**            The Employer agrees that the job content of all classifications within the bargaining unit shall not be altered without the agreement of the Union which shall not be unreasonably withheld.

**35.05**            The parties agree that volunteers shall not perform bargaining unit work in excess of the existing practice unless mutually agreed between the Union and the Association.

**35.06** No full-time employee within the bargaining unit shall be laid off by reason of all of his/her full-time duties being assigned to one or more part-time employees.

### **ARTICLE 36 SHIFT PREMIUM**

36.01 Effective March 23, 2003, all employees shall be paid a shift premium of twenty-five cents (\$.25) per hour for all hours worked for the hours worked in the evening and night shift or after 3:00 p.m. for non-full shifts.

#### **36.02 Responsibility Allowance:**

(a) When the employer temporarily assigns an employee to carry out the responsibilities of a salaried employee outside of the bargaining unit for a period in excess of one-half (1/2) shift, the employee shall receive an allowance of five dollars (\$5.00) for each shift from the time of the assignment. It is understood that this will apply to Food Services only on vacation days and days off Monday to Friday.

(b) Where an RN is absent from her normal shift, and the Employer temporarily assigns an RPN to carry out some additional and/or supervisory responsibilities of the absent RN for a period in excess of one-half (1/2) shift, the employee shall receive an allowance of five dollars (\$5.00) for each shift.

**ARTICLE 37 TRANSFER TO POSITIONS  
OUTSIDE OF THE  
BARGAINING UNIT**

An employee who is transferred to a position outside of the bargaining unit for a period of six (6) months shall retain but not accumulate seniority held at the time of the transfer. Such transfers must be agreeable to the employee because after six (6) months the employee is deemed to have lost all seniority rights in the bargaining unit. In the event that the employee is returned to their former position in the bargaining unit, the employee shall be credited with the seniority held at the time of the transfer and resume accumulation from the date of return to the bargaining unit. Such six (6) month period may be extended upon agreement of the Union.

**ARTICLE 38 BULLETIN BOARDS**

**38.01** The Employer agrees to make available to the Union for the posting of seniority lists and other Union business one (1) bulletin board (to be supplied by the union) in a central mutually agreeable location. Such postings must have prior approval of the Employer but approval will not be unreasonably withheld.

**ARTICLE 39 SENIORITY LISTS**

**39.01** Seniority Lists shall be posted on bulletin boards every six months and employees have thirty (30) calendar days in which complaints against their seniority standing may be filed. If no complaints are filed or when complaints are settled, seniority lists ~~as~~ posted or amended are considered correct and will not be changed.

39.02            Retirement :

The Normal retirement age for employees shall be 65 years of age.

Upon request by an employee, and upon notifying the Union, the Employer may, however, at its sole discretion, continue to employ on a month to month basis any employee after he/she has attained retirement age.

**ARTICLE 40 RETROACTIVE PAY**

**40.01**            Retroactivity will be paid for all hours paid by the Employer to all employees on the payroll, June 1, 2002 and to all new employees hired since that date on the basis of the Memorandum of Settlement dated February 19, 2003. Retroactivity will be paid by separate cheque on the first pay period following ratification. If an employee shall have terminated his/her employment since June 1, 2002, the Employer shall advise the employee of notice in writing to the last **known** address on the records of the Employer and the employee shall have thirty (30) days from the posting within which to claim any payment **due** to him/her and failing claim for payment, the Employer shall not be further obligated for payment to such employee.

**ARTICLE 41 SHARED COST OF PRINTING**  
**COLLECTIVE AGREEMENT**

**41.01**            The Association and the Union shall share equally in any cost of the printing of the Agreement.

## LE 42 DURATION, TERMINA & SIGNING OF AGREEM

**42.01** This Agreement shall continue in full force and effect for a period from June 1, 2002 until May 31, 2005 and shall continue automatically thereafter during annual periods of one year each, unless or until either party notifies the other within the three (3) months next preceding the expiration date of the Agreement in writing, that it desires to amend or terminate this Agreement.

**42.02** In the event that such notice is given of a desire to amend the Agreement, negotiations shall begin within thirty (30) days following the delivery of the notice or within any longer time which is agreed upon.

**42.03** All negotiations for amendments or renewal of this Agreement shall be in accordance with the terms of The Ontario Labour Relations Act, and the Ontario Hospital Labour Disputes Arbitration Act, and any amendments thereto.

**42.04** A draft of the negotiated Agreement will be made available by the Employer affected by the Union within thirty (30) days of ratification of the Agreement reached. The proofread agreement as corrected, if necessary, will be signed by the Employer and submitted to the Union within five (5) days of the approval of any regulatory body. The Union will sign and return the agreed number of copies within ten (10) days of receipt of the signed Agreement.



IN WITNESS **WHEREOF** the parties hereto have caused their names to be subscribed by the duly authorized offices and representatives this 7th day of January, 2004.

**FOR THE UNION**

Jeff Rooney  
Kim Shellhorn  
Rita Luomaranta  
Nancy Denning

**FOR THE ASSOCIATION**

Lewis Massad  
Tarja Doucette

**ONTARIO FINNISH RESTHOME ASSOCIATION**  
**SCHEDULE "A" WAGES**  
**June 1, 2001 - May 31, 2005**

<b>Classif.</b>	<b>Date</b>	<b>Prob.</b>	<b>start /Yr 1</b>	<b>Yr 2</b>	<b>Yr 3</b>
<b>Dietary</b>					
<b>Aide</b>	Jun 1/02	13.05	13.74	14.09	14.45
Laundry	Oct. 6/02	13.18	13.87	14.23	14.60
<b>Hskp.</b>	<b>Feb. 9/03</b>	<b>13.31</b>	<b>14.01</b>	<b>14.37</b>	<b>14.74</b>
	Jun 1/03	13.44	14.15	14.52	14.89
	Oct. 5/03	13.58	14.29	14.66	15.04
	<b>Feb. 8/04</b>	<b>13.76</b>	<b>14.49</b>	<b>14.86</b>	<b>15.24</b>
	Jun 13/04	13.90	14.63	15.01	15.39
	Oct. 3/04	14.04	14.78	15.16	15.55
	<b>Feb. 6/05</b>	<b>14.23</b>	<b>14.98</b>	<b>15.36</b>	<b>15.75</b>
<b>Home</b>					
<b>Help</b>	<b>Jun 1/02</b>	<b>13.05</b>	<b>13.74</b>	<b>14.09</b>	<b>14.45</b>
	Oct. 6/02	13.18	13.87	14.23	14.60
	<b>Feb. 9/03</b>	<b>13.31</b>	<b>14.01</b>	<b>14.37</b>	<b>14.74</b>
	Jun 1/03	13.44	14.15	14.52	14.89
	Oct. 5/03	13.58	14.29	14.66	15.04
	<b>Feb. 8/04</b>	<b>13.71</b>	<b>14.44</b>	<b>14.81</b>	<b>15.19</b>
	Jun 13/04	13.85	14.58	14.96	15.34
	Oct. 3/04	13.99	14.73	15.11	15.50
	<b>Feb. 6/05</b>	<b>14.13</b>	<b>14.87</b>	<b>15.26</b>	<b>15.65</b>
Caretaker	Jun 1/02	13.95	14.69	15.07	15.45
<b>OFRA</b>	Oct. 6/02	14.09	14.83	15.22	15.61
	<b>Feb. 9/03</b>	<b>14.23</b>	<b>14.98</b>	<b>15.37</b>	<b>15.76</b>
	Jun 1/03	14.37	15.13	15.53	15.92
	Oct. 5/03	14.51	15.28	15.68	16.08
	<b>Feb. 8/04</b>	<b>14.66</b>	<b>15.43</b>	<b>15.84</b>	<b>16.24</b>
	Jun 13/04	14.81	15.59	16.00	16.40
	Oct. 3/04	14.95	15.74	16.16	16.57
	<b>Feb. 6/05</b>	<b>15.10</b>	<b>15.90</b>	<b>16.32</b>	<b>16.73</b>

<b>Classif.</b>	<b>Date</b>	<b>Prob.</b>	<b>Start /Yr 1</b>	<b>Yr 2</b>	<b>Yr 3</b>
Maint.	Jun 1/02	16.76	17.63	18.10	18.56
	Jun. 1/03	16.93	17.81	18.28	18.75
	Jun 13/04	17.10	17.99	18.46	18.94
Head Cook	Jun 1/02	14.84	15.62	16.03	16.44
	Oct. 6/02	14.99	15.78	16.19	16.61
	<b>Feb.</b> 9/03	15.14	15.94	16.35	16.77
	Jun 1/03	15.29	16.10	16.51	16.94
	Oct. 5/03	15.44	16.26	16.68	17.11
	<b>Feb.</b> 8/04	15.64	16.47	16.90	17.33
	Jun 13/04	15.80	16.64	17.07	17.50
	Oct. 3/04	15.96	16.80	17.24	17.68
	<b>Feb.</b> 6/05	16.17	17.02	17.46	17.91
Asst. Cook	Jun 1/02	13.67	14.39	14.77	15.15
	Oct. 6/02	13.80	14.54	14.91	15.30
	<b>Feb.</b> 9/03	13.94	14.68	15.06	15.45
	Jun 1/03	14.08	14.83	15.21	15.61
	Oct. 5/03	14.22	14.98	15.37	15.77
	<b>Feb.</b> 8/04	14.41	15.18	15.57	15.97
	Jun 13/04	14.56	15.33	15.73	16.13
	Oct. 3/04	14.70	15.48	15.88	16.29
<b>Feb.</b> 6/05	14.90	15.69	16.09	16.51	
RPN	Jun 1/02	15.82	16.64	17.09	17.52
	Oct. 8/02	15.97	16.81	17.26	17.70
	<b>Feb.</b> 9/03	16.33	17.18	17.63	18.08
	Jun 1/03	16.50	17.35	17.81	18.26
	Oct. 5/03	16.66	17.52	17.99	18.44
	<b>Feb.</b> 8/04	16.83	17.70	18.17	18.62
	Jun 13/04	17.00	17.88	18.35	18.81
	Oct. 3/04	17.17	18.06	18.53	19.00
	<b>Feb.</b> 6/05	17.34	18.24	18.72	19.19

<b>Classif.</b>	<b>Date</b>	<b>Prob.</b>	<b>Start /Yr 1</b>	<b>Yr 2</b>	<b>Yr 3</b>
Health	Jun 1/02	13.77	14.49	14.88	15.26
Care	Oct. 6/02	13.90	14.64	15.03	15.41
<b>Aide</b>	<b>Feb. 9/03</b>	<b>14.04</b>	<b>14.78</b>	<b>15.18</b>	<b>15.57</b>
	Jun 1/03	14.18	14.93	15.33	15.72
	Oct. 5/03	14.33	15.08	15.48	15.88
	<b>Feb. 8/04</b>	<b>14.52</b>	<b>15.28</b>	<b>15.69</b>	<b>16.09</b>
	Jun 13/04	14.66	15.44	15.84	16.25
	Oct. 3/04	14.81	15.59	16.00	16.41
	<b>Feb. 6/05</b>	<b>15.01</b>	<b>15.80</b>	<b>16.21</b>	<b>16.63</b>
<b>Personal support Worker Kotitalo</b>	Jun 1/02	13.77	14.49	14.88	15.26
	Oct. 6/02	13.90	14.64	15.03	15.41
	<b>Feb. 9/03</b>	<b>14.04</b>	<b>14.78</b>	<b>15.18</b>	<b>15.57</b>
	Jun 1/03	14.18	14.93	15.33	15.72
	Oct. 5/03	14.33	15.08	15.48	15.88
	<b>Feb. 8/04</b>	<b>14.47</b>	<b>15.23</b>	<b>15.64</b>	<b>16.04</b>
	Jun 13/04	14.61	15.39	15.79	16.20
	<b>Oct. 3/04</b>	<b>14.76</b>	<b>15.54</b>	<b>15.95</b>	<b>16.36</b>
	<b>Feb. 6/05</b>	<b>14.91</b>	<b>15.69</b>	<b>16.11</b>	<b>16.53</b>
<b>Activity Aide - MKK</b>	Jun 1/02	14.05	14.79	15.17	15.56
	<b>Oct. 6/02</b>	<b>14.19</b>	<b>14.93</b>	<b>15.32</b>	<b>15.72</b>
	<b>Feb. 9/03</b>	<b>14.33</b>	<b>15.08</b>	<b>15.48</b>	<b>15.88</b>
	Jun 1/03	14.47	15.23	15.63	16.04
	Oct. 5/03	14.62	15.39	15.79	16.20
	<b>Feb. 8/04</b>	<b>14.77</b>	<b>15.54</b>	<b>15.94</b>	<b>16.36</b>
	Jun 13/04	14.91	15.70	16.10	16.52
	<b>Oct. 3/04</b>	<b>15.06</b>	<b>15.85</b>	<b>16.26</b>	<b>16.69</b>
	<b>Feb. 6/05</b>	<b>15.21</b>	<b>16.01</b>	<b>16.43</b>	<b>16.85</b>

<b>Classif.</b>	<b>Date</b>	<b>Prob.</b>	<b>Start /Yr 1</b>	<b>Yr 2</b>	<b>Yr 3</b>
<b>Activity Aide -Kotitalo</b>	Jun 1/02	14.05	14.79	15.17	15.56
	Oct. 6/02	14.19	14.93	15.32	15.72
	Feb. 9/03	14.33	15.08	15.48	15.88
	Jun 1/03	14.47	15.23	15.63	16.04
	Oct. 5/03	14.62	15.39	15.79	16.20
	Feb. 8/04	14.77	15.54	15.94	16.36
	Jun 13/04	14.91	15.70	16.10	16.52
	Oct. 3/04	15.06	15.85	16.26	16.69
	Feb. 6/05	15.21	16.01	16.43	16.85
<b>Dietary Cleaning Aide</b>	Jun 1/02	12.20	12.84	13.18	13.51
	Oct. 6/02	12.32	12.97	13.31	13.65
	Feb. 9/03	12.45	13.10	13.45	13.79
	Jun 1/03	12.57	13.23	13.58	13.92
	Oct. 5/03	12.70	13.36	13.72	14.06
	Feb. 6/04	12.82	13.49	13.85	14.20
	Jun 13/04	12.95	13.63	13.99	14.35
	Oct. 3/04	13.08	13.76	14.13	14.49
	Feb. 6/05	13.21	13.90	14.27	14.63

LETTER ~~OF~~ UNDERSTANDING  
RE: "THE NURSING **HOMES** AND RELATED INDUSTRIES PENSION PLAN"

1. In this Article, the terms used shall have the meanings as described:

.01 "Plan" means the Nursing Homes and Related Industries Pension Plan, being a multi-employer plan.

"Applicable Wages" means the basic straight time wages for all hours worked, including:

- i) the straight time component of hours worked on a holiday;
- ii) holiday pay, for the hours not worked; and
- iii) vacation pay.

All other payments, premiums, allowances etc. are excluded.

"Eligible Employee" means full-time and part-time employees in the bargaining unit who have completed nine hundred and seventy five (975) hours of service.

.02 Effective first pay period in January, 2001, each eligible employee shall contribute an amount equal to 4% of applicable wages to the plan and the Employer shall make a matching contribution equivalent to 4% of applicable wages.

.03 The employee and Employer contributions shall be paid to the Plan within thirty (30) days after the end of

the calendar month in which the pay period ends for which the contributions are attributable.

- .04 The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan, or be responsible for providing any such benefits.

The Union and Employer acknowledge and agree that under current pension legislation, and/or regulations, the Employer has no requirement to fund any deficit in the Plan, but is required to contribute only that amount as required by the collective agreement in force between the parties.

It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer's obligation to contribute to the Plan exceeds the amount specified in the collective agreement then in force, the parties will meet directly to finalize methods to relieve the employer of this increased obligation to the extent that any such obligations exceeds that which the employer would have if the Plan were a defined contribution plan.

- .05 The Employer agrees to provide to the Manager or designate of the Plan, on a timely basis all information required pursuant to the Pension Benefits Act, R.S.O. 1990, CH P8, as amended, which the Manager or designate may reasonably require in order to properly record and process pension contributions and pension benefits.

The information required to be provided by the employer may be provided in the form normally maintained by the Employer, whether on computer disc, manual records, or otherwise. In the event such information is not readily available without review of other information not relevant to the Plan, the Plan shall make arrangements with the Employer for access to the required information. This may include the Employer providing such information at reasonable cost to the Plan. If the Manager or designate and Employer are unable to agree on the form of such access, a mutually acceptable third party, such as a firm of accountants and auditors, shall be retained at the expense of the Plan to obtain such information from the Employer's files.

Such information shall be provided only on enrolment of an employee or with the monthly remittances.

Any additional information requests beyond that noted above may be provided, if possible, by the Employer, it being understood that any additional costs of such request shall be borne by the Plan.

For further specificity, the terms required for each eligible employee by article .05 of the agreement are:

**i) To Be Provided Once Only at Plan Commencement**

Date of Hire

Date of Birth

Date of first Remittance

Seniority List (for the purposes of calculations past service credit)



ii) To Be Provided with each Remittance

Name  
Social Insurance Number  
Monthly remittance  
Pensionable Earnings

iii) To Be Provided Once, and if Status Changes

Address as provided to the Home  
Termination date when applicable

iv) To Be Provided Once if they are Readily Available

Gender  
Marital Status

Dated in Sault Ste. Marie, ON this 7th day of January,  
2004.

**FOR THE UNION**

Jeff Rooney  
Kim Shellhorn  
Rita Luomaranta  
Nancy Denning

**FOR THE ASSOCIATION**

Lewis Massad  
Tarja Doucette

## PENSION LETTER OF UNDERSTANDING

1. The parties agree that if they are unable to agree on the amount owing by the Employer to the Plan, or the amount owing by the Plan to the Employer, an auditor from the firm of BDO Dunwoody (Sault Ste. Marie) will be retained to adjudicate the issue, and the auditor's cost will be shared equally by the Employer and the Plan.

2. The Union undertakes to consult with the Employer prior to effecting any changes in the administration of the Plan which may impact the Employer either financially or administratively.

3. The Union agrees that the Trustees appointed by them shall ensure that the funds transferred from the Employer for and on behalf of their employees to the Plan will be invested in accordance with the applicable legislation.

4. The Union further undertakes to provide actuarial valuation and investment performance statements to the Employer as they become available to the Union or required by law, whichever is the most frequent.

Dated in Sault Ste. Marie, ON this 7th day of January, 2004.

### FOR THE UNION

Jeff Rooney  
Kim Shellhorn  
Rita Luomaranta  
Nancy Denning

### FOR THE ASSOCIATION

Lewis Massad  
Tarja Doucette

LETTER OF UNDERSTANDING  
- between -  
ONTARIO FINNISH RESTHOME ASSOCIATION  
- and -

SERVICE EMPLOYEES UNION, LOCAL 268  
(This Letter of Understanding only applies to  
Article 30.06)

Serious Illness

An employee is defined as having a serious illness if an employee:

1. is a patient in a Hospital
2. is in an out-patient treatment program
3. has been booked for surgery
4. has been booked for diagnostic investigation and tests
5. has been diagnosed as having an infectious disease or virus (does not include common cold)
6. has any injury to limbs or extremities that would interfere with normal performance of duties
7. has any compensable injury
8. has any other instance agreeable to both parties

Dated in Sault Ste. Marie, ON this 7th day of January, 2004.

**FOR THE UNION**

Jeff Rooney  
Kim Shellhorn  
Rita Luomaranta  
Nancy Denning

**FOR THE ASSOCIATION**

Lewis Massad  
Tarja Doucette

**LETTER OF UNDERSTANDING**  
**- between -**  
**ONTARIO FINNISH RESTHOME ASSOCIATION**  
**- and -**  
**SERVICE EMPLOYEES UNION, LOCAL 268**

The Union/Management Committee as per Article 8.07, shall be convened over the term of this Collective Agreement to review the job classifications and job posting procedure and protocols, as set out in Article 20.01, and whether or not the Finnish language and culture is a bona-fide job requirement.

In addition, where it is deemed applicable, the Committee may consider appropriate ratios of Finnish speaking staff at the OFRA, in the bargaining unit, with observance of non-bargaining unit positions. The Committee may review the need for training/upgrade for present staff and any other reasonable means to meet the end expressed in this letter of understanding. In this respect, reference and consideration shall be made to the principles of no discrimination set out in Article 4.02. In the event that this Committee is unable to resolve any issues, the matter may be dealt with in accordance with Article 14 - Arbitration.

Dated in Sault Ste. Marie, ON this 7th day of January, 2004.

**FOR THE UNION**

Jeff Rooney  
Kim Shellhorn  
Rita Luomaranta  
Nancy Denning

**FOR THE ASSOCIATION**

Lewis Massad  
Tarja Doucette

**LETTER OF UNDERSTANDING**  
**-between-**  
**ONTARIO FINNISH RESTHOME ASSOCIATION**  
**- and -**  
**SERVICE EMPLOYEES UNION, LOCAL 268**  
**Sick Pay (Full-Time Only)**

Effective June 1, 2001, the Ontario Finnish Resthome Association will institute a sick pay plan as follows:

- Applies to all employees who have been employed for 2 years
- Eligible employees will receive three (3) days per year.
- Payable at the rate of 75% of a regular day's pay for each sick day.
- There will be no cash payout of any accumulated days upon retirement or termination of employment.

This plan will only be applicable to the expiry date of the Collective Agreement, i.e. May 31, 2005. However, any accumulated days will be retained for future use. At that time, the parties will give consideration to renewing this Letter of Understanding when re-negotiating the Collective Agreement.

Dated in Sault Ste. Marie, ON this 7th day of January, 2004.

**FOR THE UNION**

Jeff Rooney  
Kim Shellhorn  
Rita Luomaranta  
Nancy Denning

**FOR THE ASSOCIATION**

Lewis Massad  
Tarja Doucette

**LETTER OF UNDERSTANDING**  
**-between -**  
**ONTARIO FINNISH RESTHOME ASSOCIATION**  
**- and -**  
**SERVICE EMPLOYEES UNION, LOCAL 268**

Employees hired before December 21, 2000 will continue to be paid at the **maximum** rate of pay for any job classification that they have had previous OFRA experience. This applies to both job postings and call-in shifts.

Dated in Sault Ste. Marie, ON this 7th day of January, 2004.

**FOR THE UNION**

Jeff Rooney  
Kim Shellhorn  
Rita Luomaranta  
Nancy Denning

**FOR THE ASSOCIATION**

Lewis Massad  
Tarja Doucette

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**LETTER OF UNDERSTANDING**  
**-between-**  
**ONTARIO FINNISH RESTHOME ASSOCIATION**  
**- and -**  
**SERVICE EMPLOYEES UNION, LOCAL 268**

After consideration of the practice of the Association, needs of the employee and Collective Agreement, the Association and Union hereby and continue to agree to the following:

1. (a) An employee who is filling a vacancy in a temporary capacity shall be precluded from applying for any other temporary position while they are working in a temporary capacity.

(b) An employee who is filling a temporary vacancy can only apply for either the same temporary vacancy (continuation) or a new temporary vacancy so long as the next temporary vacancy start date is after the end date of the original temporary vacancy.

2. At the end of the temporary vacancy, the employee shall return to their former (original base) position if it still exists, but if the position does not exist, the employee will still be able to exercise seniority rights.

3. (a) When filling a temporary position, all temporary vacancy postings shall specify a maximum time limit.

(b) The maximum time limit of any temporary vacancy shall not exceed 24 weeks from the commencement of the position.

4. Part-time employees on a temporary vacancy shall continue to receive the percent in lieu of benefits and shall not be eligible for full-time benefits.

5. Both parties may mutually agree to extend the time limits outlined in 3 (b) but in no case shall such an extension exceed four **(4)** weeks.

Jeff Rooney  
Signature for the Union

Lewis Massad  
**Signature for tl**  
Association



**LETTER OF UNDERSTANDING**  
**- between -**  
**ONTARIO FINNISH RESTHOME ASSOCIATION**  
**- and -**  
**SERVICE EMPLOYEES UNION, LOCAL 268**

It is recognized that a temporary employee hired from outside the organization, is a person hired for a specific term, not normally to exceed six (6) months unless mutually agreed between the parties. It is further recognized that temporary employees are only hired provided casual, part-time or full-time have been given the first opportunity. Temporary employees will be classed as part-time.

1. Temporary employees shall be covered by the provisions of the collective agreement, save and except:
  - (a) Article 16 - Seniority
  - (b) Article 18 - Layoff/Recall
  - (c) Article 31 - Leaves of Absence
  - (d) Any articles pertaining to the probationary period do apply
  
2. Temporary employees shall not **be** entitled **to** apply for vacancies (Article **20**) during their term of employment.
  
3. Employees hired after their term of temporary employment will be treated as a new hire.
  
4. In the event a temporary position becomes permanent, it shall be posted **as** per Article **20** - Job Posting.
  
5. Temporary employees employed for more than one (1) months shall pay dues in accordance with Article 5 - Union Security.

It is understood that temporary employees do not accrue seniority.

Dated this 7th day of January, 2004.

**FOR THE UNION**

Jeff Rooney  
Kim Shellhorn  
Rita Luomaranta  
Nancy Denning

**FOR THE ASSOCIATION**

Lewis Massad  
Tarja Doucette

**LETTER OF UNDERSTANDING**  
**- between -**  
**ONTARIO FINNISH RESTHOME ASSOCIATION**  
**- and -**  
**SERVICE EMPLOYEES UNION, LOCAL 268**

Re: Cross Trained Staff – Letter #2

In order to ensure that staff are given the opportunity to maximize their skill, ability and previous training and/or experience within the Ontario Finnish Resthome, the following shall apply: The Association and the Union will allow staff to **work** in different programs and/or classifications on a call-in basis subject to the following practices.

1. When a shift vacancy (sick etc.) occurs and the vacancy needs to be filled, the first employees to be called (on a seniority basis) and utilized shall be those within the job classification where the vacancy exists.
2. Should no one within the classification be available (and which does not result in a premium pay situation) those employees within the organization previously trained and currently familiar with the job task shall be called in on a seniority basis.
3. In consideration of numbers 1 and 2, full-time (who have not been scheduled for 75 hours in **two** weeks), regular part-time and casual part-time staff, in that order, will be given the opportunity to be called and fill the vacant shift.
4. If no staff member after following the above protocol is available, the Supervisor, if in their estimation and discretion feel the shift must be filled, they call individuals where a premium may occur starting first with those within the job classification and then those who may be cross-trained.

5. Notwithstanding the above, employees will only be called if the Employer requires the shift to be filled. Employees may be skipped if they are not available or there is no answer. There shall be no change in employment status (casual, part-time to full-time) due to employees working these additional shifts.

Dated this 7th day of January, 2004.

**FOR THE UNION**

Jeff Rooney  
Kim Shellhorn  
Rita Luomaranta  
Nancy Denning

**FOR THE ASSOCIATION**

Lewis Massad  
Tarja Doucette