

COLLECTIVE AGREEMENT

- between -

**ONTARIO FINNISH RESTHOME
ASSOCIATION**

- and -

**SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 268**

(Full & Part Time Employees Bargaininig Unit)

Term: June 1, 1999 - May 31, 2002

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ONTARIO FINNISH RESTHOME ASSOCIATION

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE NUMBER</u>
	"For Your Information"	
ARTICLE 1	PURPOSE OF AGREEMENT	1
ARTICLE 2	DEFINITIONS	1
ARTICLE 3	RECOGNITION	2
ARTICLE 4	RELATIONSHIP	2
ARTICLE 5	UNION SECURITY & CHECK-OFF OF UNION DUES	3
ARTICLE 6	NO STRIKE OR LOCK-OUT	4
ARTICLE 7	RESERVATION OF THE HOME MANAGEMENT FUNCTION	4
ARTICLE 8	STEWARDS & UNION COMMITTEES	5
8.07	Labour/Management Committee	6
ARTICLE 9	GRIEVANCE PROCEDURE	6
ARTICLE 10	DISCHARGE GRIEVANCE	9
ARTICLE 11	UNION POLICY GRIEVANCE	9
ARTICLE 12	ASSOCIATION GRIEVANCE	9
ARTICLE 13	WITNESSES & INSPECTION	10
ARTICLE 14	ARBITRATION	10
14.08	Authority of Arbitration Board	12
14.10	Compensation of Arbitration Board	12
14.11	Place of Hearing	12
14.12	Sole Arbitrator	13
ARTICLE 15	PHYSICAL EXAMINATIONS	13
ARTICLE 16	PROBATIONARY PERIOD & SENIORITY	13
ARTICLE 17	LOSS OF SENIORITY & TERMINATION OF SERVICE	15
ARTICLE 18	LAYOFFS & RECALL	15
ARTICLE 19	TRANSFERS	19
19.01	Temporary Transfers	19

ARTICLE	TITLE	PAGE NUMBER
ARTICLE 20	JOB POSTING	21
20.00	Promotions and Demotions	21
20.07	Temporary Vacancies	22
ARTICLE 21	JOB CLASSIFICATION & WAGES	23
ARTICLE 22	PAYMENT OF WAGES	24
ARTICLE 23	UNIFORMS	25
ARTICLE 24	HOURS OF WORK & OVERTIME	26
24.01	Hours of Work	26
24.02	Overtime	26
ARTICLE 25	SCHEDULING OF DAYS OFF	27
25.04	Call-in by Seniority	28
ARTICLE 26	WAGE PROGRESSION	29
ARTICLE 27	CALL-BACK & CALL-IN & Standby	29
ARTICLE 28	MINIMUM HOURS GUARANTEED	30
ARTICLE 29	PAID HOLIDAYS	31
29.08	Christmas & New Year's Scheduling	33
ARTICLE 30	VACATIONS	33
30.07	Vacation Scheduling	35
ARTICLE 31	LEAVES OF ABSENCE	36
31.01	Bereavement Leave	36
31.02	Education Leave	36
31.03	Jury and Witness Duty	37
31.04	Pregnancy Leave	38
31.05	Parental Leave	40
31.06	Full-Time Union Office	40
31.07	Union Leave	41
31.08	Personal Leave	41
ARTICLE 32	WORKPLACE SAFETY & INSURANCE BOARD (WSIB)	42
ARTICLE 33	HEALTH & SAFETY COMMITTEE	43
ARTICLE 34	HEALTH & WELFARE	44
ARTICLE 35	JOB SECURITY	45
35.01	No Contracting Out	45
35.02	Work of the Bargaining Unit	45
35.03	Technological Change	46

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE NUMBER</u>
ARTICLE 36	SHIFT PREMIUM	47
ARTICLE 37	TRANSFER TO POSITIONS OUTSIDE OF THE BARGAINING UNIT	47
ARTICLE 38	BULLETIN BOARDS	47
ARTICLE 39	SENIORITY LISTS	47
39.02	Retirement	48
ARTICLE 40	RETROACTIVE PAY	48
ARTICLE 41	SHARED COST OF PRINTING COLLECTIVE AGREEMENT	48
ARTICLE 42	DURATION, TERMINATION & SIGNING OF AGREEMENT	48
	WAGE SCHEDULE	50
	LETTERS OF UNDERSTANDING:	
	Re: Nursing Home & Related Industries Pension Plan	53
	Re: Pension	57
	Re: Definition of Serious Illness	58
	Re: Job Classifications & Job Posting Procedures & Protocols	59
	Re: Job Posting - Date of Hire - Seniority	60
	Re: Sick Pay (Full-time Only)	61
	Re: Rate of Pay - Employees Hired Before Dec. 21/00	62
	Re: Kaija Haikara	63

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.

MEETING DATES

GENERAL MEMBERSHIP MEETING

First Monday of Each Month
(Excluding July & August)

EXECUTIVE BOARD MEETING

Last Monday of Each Month

UNION OFFICE

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

OFFICE STAFF

Barbara Rankin
Union Representative

Jeff Rooney
Union Representative

Brenda Thompson
Executive Secretary

Brenda Ingram
Bookkeeper

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.

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 pre-determined 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" shall mean the Executive Director 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 agree-

ment 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.

3.3 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.

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.

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. e.g. 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.

ARTICLE 9 GRIEVANCEPROCEDURE

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 **working** 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. 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 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.

4.4 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.

4.5 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 griev-

ance at this next step within ten (10) calendar days after the expiration of the said time limit.

The Employer agrees to extend time limits at all stages of the grievance procedure provided such reasonable extension is requested by the Union prior to the expiry of the time limits.

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 Letters of reprimand or notes on disciplinary action are to be removed from an employee's file after eighteen (18) months from the date of the disciplinary action.

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.

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 Unless otherwise agreed to in writing, the Association shall comply with the time limits set out in this clause respecting any Association's grievance, 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 a reement between the Union and the Association within ten (18) 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 hoard. 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.

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

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 (a) Employment is terminated, seniority rights are permanently cancelled when an **employee** is absent for more than thirty (30) months for lay-off, **disability** or is in receipt of W.C.B. benefits for a period in excess of thirty (30) months. Disability and W.S.I.B. termination shall be determined case by case on their own merits as per the Human Rights Code;

(b) An employee quits;

(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.

ARTICLE 18 LAYOFF & RECALL

18.01 (a) In the event **of** a proposed **layoff of** a permanent or long-term nature, the Home **will** provide **the** Union

with at least two (2) months notice. This notice is not in addition to required notice for individual employees.

(b) An employee who has received notice in accordance with Article 18.01, who has not bumped into the position of a less senior employee by the time the notice given to him has expired, and who elects to forego any recall right to which he or she may be entitled under this agreement, shall receive severance pay in an amount equal to the employee's regular wages for a regular non-overtime work week multiplied by the sum of the number of the employee's completed years of employment, but such severance pay shall not exceed 26 weeks' regular wages for a regular non-overtime work week.

In the event of a layoff of a permanent or long-term nature the Home will provide the affected employees with notice in accordance with the schedule herein and amended to provide notice for:

Up to 1 yr. service	1 wk. notice	
1 year but less than 3 yrs. service		2 wks. notice
3 yrs. but less than 4 yrs. service		3 wks. notice
4 yrs. but less than 5 yrs. service		4 wks. notice
5 yrs. but less than 6 yrs. service		5 wks. notice
6 yrs. but less than 7 yrs. service		6 wks. notice
7 yrs. but less than 8 yrs. service		7 wks. notice
8 yrs. service or more		8 wks. notice
More than 9 yrs.		9 wks. notice
More than 10 yrs.		10 wks. notice
More than 11 yrs.		11 wks. notice
Max. of 11 weeks for 11 years.		

Such notice will be handed to the employee at work and a signed acknowledgement requested at the time the notice is delivered. As regards to any such major reduction in staff the Association agrees that with respect to the development of any operating plan, budget or restructuring plan or layoffs which may affect the bargaining unit any way, the Union

shall be involved in the planning process from the early phases through to the final phases of the process.

To this end the Association agrees to meet with the Union Committee to:

(a) Avoid or minimize potential adverse effects upon employees in the bargaining unit;

(b) Identify and propose possible alternatives to any action that the Association may propose taking;

(c) Identify and seek ways to assist in the retraining needs of employees (i.e. HSTAP)

(d) Identify vacant positions within the Association for which surplus members of the bargaining unit might qualify, or such positions which are currently filled but which are expected to become vacant within a 12 month period.

(e) **To provide** the Union Committee with pertinent financial and staffing information and with a copy of any reorganization plans which impact on the bargaining unit.

18.02 In all other cases of lay off, the Association shall give each employee in the bargaining unit who has acquired seniority one (1) week's notice.

In the event of emergencies, beyond the control of the **Employer**, which would significantly affect operations, no lay off notice is required.

18.03 In the event of a **lay off** the Employer **shall** lay off employees in reverse order of **their** seniority.

18.04 An Employee who is subject to lay off shall have the right to either:

i) accept the layoff;

ii) displace a less senior employee in their own classification. If this opportunity does not exist, then the laid-off employee can displace a less senior employee in any other classification provided that he/she has the ability to perform the job. Such employee so displaced will be subject to layoff. When senior employees are displacing due to layoff, they shall be entitled to an orientation period and reasonable training period, if necessary, based on the job requirements.

18.05 Employees shall be recalled in order of seniority.

18.06 The decision of the employee to bump or exercise seniority shall be given to the Employer in writing five (5) working days (excluding Saturday, Sunday and holidays) following the notification of the lay off. Employees failing to do so will be deemed to have accepted the lay off.

18.07 An employee recalled to work in a different classification from which he/she was laid off may have the privilege of returning to the position he/she held prior to the lay off should become vacant within twelve (12) months of being recalled.

18.08 No new employees shall be hired until all those laid off have been given an opportunity to return, to work and have failed to notify the Association of their intention to do so, in accordance with 18.10 below, or have been found unable to perform the work available. Temporary employees may be hired to cover the period from notice until the employee returns.

18.09 It is the sole responsibility of the employee who **has** been laid off to notify the Association of his/her intention to return to work within five (5) days (exclusive of Saturday, Sundays and paid holidays) after being notified to do so by registered mail, addressed to the last address on record with the Association, which notification shall be deemed to have been received on the second day following the date of mailing and return to work within five (5) days after **being notified**. The notification shall state the job to which the **employee** is eligible to be recalled and the date and time which the employee shall report for work.

The employee is solely responsible for his/her proper address and phone number being on record with the Association.

18.10 In the event that a lay off commences on the day immediately following a paid holiday, an employee otherwise qualified for holiday pay shall not be disentitled there to solely because of the day on which the lay off commenced.

18.11 A laid off employee shall retain the rights of recall for a period of twenty-four (**24**) months from the date of lay off.

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.

(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

1.1 (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) days excluding Saturday, Sunday or holidays. 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 of either Article 20.04 (a) or (b), the employee will return to his/her former position and salary without loss of seniority. Any other employees promoted or transferred as a result of the re-arrangement of positions shall also be returned to her former position 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 dis-

placed employee(s). Such displaced employee(s) shall return to their former position(s) as well.

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.

ARTICLE 21 JOB CLASSIFICATION & WAGES

1.1 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.

21.02 A job classification will not be changed for the purpose of evading payment of the minimum rates herein-after 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.

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:

(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 two (2) 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 two (2) week period will be posted two (2) weeks in advance. Employee requests for specific days off must be submitted to the Administrator one week (1) in advance of posting.

25.04 Call-in by seniority:

This procedure is to be followed when call 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 the top of the 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 some one else answers.

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

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

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 which-
ever 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 sched-
uled 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 sched-
uled but for whom no work at his/her regular job is available,
or because a change was made in the schedule without notify-

ing 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 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 following 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 falls 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.

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 endeavour to schedule employees off work for not less than five (5) consecutive days at either Christmas or New Year's.

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 (a) Employees having less than one (1) year of service on January 1st in any year shall be entitled upon the completion of their probationary period, to a credit of one (1) day's vacation with pay for each month of service to a maximum of nine (9) working days vacation with pay at four per cent (4%) of earnings, calculated from January 1st to December 31st.

(b) Employees shall receive the following vacation schedule:

End of 1 year	2 weeks
End of 4 years	3 weeks
End of 8 years	4 weeks
End of 15 years	5 weeks

30.03 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.

30.04 In calculating vacation pay Full-time and Part-time is 2% of gross earning per week of entitlement (eg. 2 weeks equal to 4% of gross earnings and 3 weeks equal to 6% of gross earnings).

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 **Asso-**ciation 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 **with-**out 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 **As-**sociation 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 for any matter, 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 re-scheduling 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.

(This Article shall at all times be administered in accordance with the minimum provisions of Employment Standards Act and any changes thereto).

(a) an employee who is pregnant and who has been employed for at least ten (10) months immediately preceding the expected date of birth, shall be entitled, upon her written application therefore, to a leave of absence as the employee may request commencing during the period of eleven (11) weeks immediately preceding the estimated day of her delivery;

(b) where the actual date of her delivery is later than the estimated day of her delivery, the leave of absence shall not end before the expiration of six (6) weeks following the actual date of her delivery;

(c) the employee shall give her employer four (4) weeks notice in writing prior to the day upon which she intends to commence her leave of absence and shall furnish her employer

with the certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur in his/her opinion;

(d) an employee may, if she desires to return to work, shorten the duration of the leave of absence requested upon giving her Employer three (3) weeks notice of her intention to do so and furnishing her Employer with the certificate of a legally qualified medical practitioner stating that she is able to resume work;

(e) the Employer may require the employee to begin the leave of absence at such time as in its opinion, the

duties of her position cannot reasonably be performed by a pregnant woman or the performance of her work is materially affected by the pregnancy;

(f) the Employee shall, if requested by the Employer, furnish medical proof of her fitness to resume her employment following the leave of absence;

(g) credits for service, for the purpose of salary increments, for vacation, sick leave or other benefits under the provisions of the Collective Agreement or elsewhere shall be retained up to the commencement of the leave of absence and shall accumulate for seventeen (17) weeks during such leave;

(h) contribution for all employee benefits provided under the Collective Agreement will be made by the Association during any such leave of absence for seventeen (17) weeks. Subject to the provisions of the master policies governing such plans, Employees on extended leave desiring to maintain such protection through the Employer shall be entitled to remit to the Employer such full premiums as fall due during the leave so as to insure continued coverage.

(i) no leave granted under the provisions of this article will be considered sick leave and sick leave credits may not be used unless allowed by the sick leave plan.

(j) An employee intending to resume employment with the Employer is required to advise the Employer in writing two (2) weeks prior to the expiry of the leave of absence for pregnancy. Upon her return to work following such leave, the employee will be returned to her former position on the same shift, in the same department and at the same rate of pay. This is subject to any changes to the employee's status which would have occurred had she not been on maternity leave or layoff.

(k) The leave of absence provided for under this article shall be extended, upon application in writing to the Employer at least two (2) weeks prior to the expiry of the leave, for the period up to six (6) months following the date

31.OS Parental Leave:

(This Article shall at all times be administered in accordance with the minimum provisions of Employ-
A and any changes thereto).

(a) Where an **employee** with at least ten (10) months of continuous service **qualifies** to adopt a child, such employee shall be entitled to a leave of absence without pay for a period of up to seventeen (17) weeks duration or such greater time as may be required by the adoption agency concerned up to a maximum aggregate of six (6) months. Such **employee** shall advise the Association as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence in writing upon receipt of confirmation of the pending adoption.

(b) It is understood that during any such leave, credit for service for the purpose of salary increment, vacations, sick leave or any other benefits under any provision of the Collective Agreement shall accumulate during such leave for seventeen (17) weeks. The Employer will become **responsible** for full payment of subsidized employee benefits in which the employee is participating for this **period** of the absence. Credits for seniority shall accumulate **during** the period of the leave.

(c) An Employee intending to resume employment with the Employer is required to advise the Employer in writing two (2) weeks prior to the expiry of the leave of absence for adoption. Subject to any changes to the employee's status which would have occurred had the employee had not been on adoption leave, the employee shall be reinstated to her

former duties on the same shift, in the same department and at the same rate of pay.

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:

(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 Administrator 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.

~~4.3~~ **E.32 WORKPLACE SAFETY & INSURANCE BOARD (WSI)**

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.

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 residences, in order to prevent injury and illness.

33.02 A joint management and employees Health and Safety Committee shall be constituted.

33.03 The Association and Union shall each appoint three (3) representative to a joint Health & Safety Committee. Each party shall endeavour to appoint its representatives from different areas of the operation. This committee shall meet monthly to discuss and recommend solutions or resolve health and/or safety problems. Scheduled time spent shall be considered as time worked.

ARTICLE 34 HEALTH & WELFARE

(For the purpose of the application of this Article, "spouse" shall be defined as per the "Family Law Reform 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.

A _____ **T**

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 June 1, 1992, all employees shall be paid a shift premium of twenty cents (\$.20) 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.

**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 supply and make available to the Union for the posting of seniority lists and other Union business one (1) bulletin board 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, 1999 and to all new employees hired since that date on the basis of the Memorandum of Settlement dated December 20, 2000. Retroactivity will be paid by separate cheque on February 1, 2001. If an employee shall have terminated his/her employment since June 1, 1999, 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.

**ARTICLE 42 DURATION &
SIGNATURE OF AGREEMENT**

42.01 This Agreement shall continue in full force and effect for a period from June 1, 1999 until May 31, 2002

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 30th day of October, 2001.

FOR THE UNION

Rita Loumaranta
Kim Shellhorn
Paula Wigmore
Jeff Rooney

FOR THE ASSOCIATION

Lewis Massad
Raili Cardinal
Tarja Doucette

**ONTARIO FINNISH RESTHOME ASSOCIATION
SCHEDULE "A" WAGES**

June 1, 1999 • May 31, 2002

Classification	Step	Jun/1/99	Jun 1/00	Jun 1/01	Dec.1/01
Dietary Aide	Probationary	12.23	12.66	12.79	12.92
	Start Year 1	12.87	13.33	13.46	13.60
	Year 2	13.21	13.68	13.82	13.95
	Year 3	13.55	14.03	14.17	14.31
Laundry	Probationary	12.66	12.66	12.79	12.92
	Start Year 1	13.33	13.33	13.46	13.60
	Year 2	13.68	13.68	13.82	13.95
	Year 3	14.03	14.03	14.17	14.31
Housekeeping	Probationary	12.42	12.66	12.79	12.92
	Start Year 1	13.07	13.33	13.46	13.60
	Year 2	13.42	13.68	13.82	13.95
	Year 3	13.76	14.03	14.17	14.31
Day Home Help	Probationary	12.23	12.66	12.79	12.92
	Start Year 1	12.87	13.33	13.46	13.60
	Year 2	13.21	13.68	13.82	13.95
	Year 3	13.55	14.03	14.17	14.31
Senior Dietary Aide	Probationary	12.31	12.66	12.79	12.92
	Start Year 1	12.96	13.33	13.46	13.60
	Year 2	13.30	13.68	13.82	13.95
	Year 3	13.64	14.03	14.17	14.31
Caretaker - SEM	Probationary	13.52	13.54	13.67	13.81
	Start Year 1	14.23	14.25	14.39	14.54
	Year 2	14.61	14.63	14.77	14.92
	Year 3	14.98	15.00	15.15	15.30

Caretaker - Kotitalo	Probationary	13.42	13.54	13.67	13.81
	Start Year 1	14.13	14.25	14.39	14.54
	Year2	14.50	14.63	14.77	14.92
	Year3	14.87	15.00	15.15	15.30
Weekend Caretaker-SEM	Probationary	12.03	12.18	12.31	12.43
	Start Year 1	12.66	12.83	12.95	13.08
	Year2	13.00	13.16	13.29	13.43
	Year3	13.33	13.50	13.64	13.77
Weekend Carekaker - Kotitalo	Probationary	12.03	12.18	12.31	12.43
	Start Year 1	12.66	12.83	12.95	13.08
	Year2	13.00	13.16	13.29	13.43
	Year3	13.33	13.50	13.64	13.77
Maintenance	Probationary	16.59	16.59	16.59	16.59
	Start Year 1	17.46	17.46	17.46	17.46
	Year2	17.92	17.92	17.92	17.92
	Year3	18.38	18.38	18.38	18.38
Head Cook	Probationary	14.40	14.40	14.55	14.69
	Start Year 1	15.16	15.16	15.31	15.47
	Year2	15.56	15.56	15.72	15.87
	Year3	15.96	15.96	16.12	16.28
Assistant Cook	Probationary	12.86	13.27	13.40	13.53
	Start Year 1	13.54	13.97	14.10	14.25
	Year2	13.89	14.33	14.48	14.62
	Year3	14.25	14.70	14.85	15.00
RPN	Probationary	15.13	15.35	15.51	15.66
	Start Year 1	15.92	16.16	16.32	16.48
	Year2	16.34	16.58	16.75	16.92
	Year3	16.76	17.01	17.18	17.35

Health Care Aide	Probationary	13.11	13.37	13.50	13.63
	Start Year 1	13.80	14.07	14.21	14.35
	Year2	14.17	14.44	14.58	14.73
	Year 3	14.53	14.81	14.96	15.11
Personal Support Worker - Kotitalo	Probationary	13.24	13.37	13.50	13.63
	Start Year 1	13.94	14.07	14.21	14.35
	Year2	14.30	14.44	14.58	14.73
	Year3	14.67	14.81	14.96	15.11
Activity Aide- MKK	Probationary	13.91	13.90	13.91	13.91
	Start Year 1	14.64	14.64	14.64	14.64
	Year2	15.02	15.02	15.02	15.02
	Year3	15.41	15.41	15.41	15.41
Activity Aide- Kotitalo	Probationary	13.91	13.91	13.91	13.91
	Start Year 1	14.64	14.64	14.64	14.64
	Year2	15.02	15.02	15.02	15.02
	Year3	15.41	15.41	15.41	15.41
Evening Home Help - Kotitalo	Probationary	11.89	12.18	12.31	12.43
	Start Year 1	12.51	12.83	12.95	13.08
	Year2	12.84	13.16	13.29	13.43
	Year3	13.17	13.50	13.64	13.77
Dietary Cleaning Aide	Probationary	11.67	11.84	11.96	12.08
	Start Year 1	12.28	12.46	12.59	12.71
	Year2	12.61	12.79	12.92	13.05
	Year 3	12.93	13.12	13.25	13.38

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 Administrator 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 Administrator 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 Administrator 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 30th day of October, 2001.

FOR THE UNION

Rita Loumaranta
Kim Shellhorn
Paula Wigmore
Jeff Rooney

FOR THE ASSOCIATION

Lewis Massad
Raili Cardinal
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 AT SAULT STE. MARIE, ONTARIO THIS 30th DAY OF OCTOBER, 2001.

FOR THE UNION

Rita Loumaranta
Kim Shellhorn
Paula Wigmore
Jeff Rooney

FOR THE EMPLOYER

Lewis Massad
Raili Cardinal
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 confined to house
6. has been diagnosed as having an infectious disease or virus
7. has any injury to limbs or extremities that would interfere with normal performance of duties
8. has any compensable injury
9. has any other instance agreeable to both parties

Dated in Sault Ste. Marie, ON this 30th day of October, 2001.

FOR THE UNION

Rita Luomaranta
Kim Shellhorn
Paula Wigmore
Jeff Rooney

FOR THE ASSOCIATION

Lewis Massad
Raili Cardinal
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 bon-a-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 30th day of October, 2001.

FOR THE UNION

Rita Luomaranta
Kim Shellhorn
Paula Wigmore
Jeff Rooney

FOR THE ASSOCIATION

Lewis Massad
Raili Cardinal
Tarja Doucette

LETTER OF UNDERSTANDING

- between -

ONTARIO FINNISH RESTHOME ASSOCIATION

- and -

SERVICE EMPLOYEES UNION, LOCAL 268

Re: Date of Hire - Seniority

The following (Barbara B. Liisa Taivainen
Veronica Keranen, Tarja and Lausanne) will
for the purpose of seniority, retain their date of hire

Dated in Sault Ste. Marie, ON this 30th day of October, 2001.

FOR THE UNION

Rita Luomaranta
Kim Shellhorn
Paula Wigmore
Jeff Rooney

FOR THE ASSOCIATION

Lewis Massad
Raili Cardinal
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
- Accumulates at the rate of one-half (1/2) day per month to a maximum of three (3) days.
- 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, 2002. 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 30th day of October, 2001.

FOR THE UNION

Rita Luomaranta
Kim Shellhorn
Paula Wigmore
Jeff Rooney

FOR THE ASSOCIATION

Lewis Massad
Raili Cardinal
Tarja Doucette

LETTER OF UNDERSTANDING

-between -

ONTARIO FINNISH RESTHOME ASSOCIATION

- and -

SERVICE EMPLOYEES UNION, LOCAL 268

In the event Kaija Haikara returns to her position of Activity Coordinator, per Article 20.04, she will return to the rate of pay she held at that time.

Dated in Sault Ste. Marie, ON this 20th day of December, 2000.

FOR THE UNION

Rita Luomaranta
Kim Shellhorn
Paula Wigmore
Jeff Rooney

FOR THE ASSOCIATION

Lewis Massad
Raili Cardinal
Tarja Doucette