

COLLECTIVE AGREEMENT

between

**TORONTO FINNISH – CANADIAN SENIORS
CENTRE O/A SUOMI-KOTI**

(Hereinafter referred to as the “Employer”)

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 5475**

(Hereinafter referred to as the “Union”)

TERM

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Table of Contents

ARTICLE 1 – PURPOSE OF AGREEMENT	9
1.01	9
ARTICLE 2 – RECOGNITION AND NEGOTIATION.....	9
2.01 Bargaining Unit.....	9
2.02 Work of the Bargaining Unit.....	9
2.03 No Other Agreements	9
2.04 No Contracting Out.....	9
2.05 Representatives of the Canadian Union of Public Employees or Definition of Employee	10
ARTICLE 3 – MANAGEMENT RIGHTS.....	10
3.01	10
ARTICLE 4 – NO HARASSMENT AND NO DISCRIMINATION	11
4.01 Harassment	11
4.02 No Discrimination.....	12
ARTICLE 5 – UNION SECURITY AND DUES CHECK-OFF.....	12
5.01 Union Security	12
5.02 Deductions.....	12
5.03 New Employees	12
5.04	13
5.05 Indemnification	13
ARTICLE 6 – CORRESPONDENCE	13
6.01	13
ARTICLE 7 – UNION MANAGEMENT RELATIONS / COMMITTEE WORK	13

7.01	Representation	13
7.02	Bargaining Committee.....	13
7.03	Union-Management Committee.....	13
ARTICLE 8 – GRIEVANCE PROCEDURE		14
8.01	Recognition of Union Stewards	14
8.02	Names of Stewards	15
8.03	Permission to Leave Work	15
8.04	Definition of a Grievance	15
8.05	Settling of Grievance	15
8.06	Mediation.....	16
8.07	Union Policy Grievance.....	16
8.08	Group Grievance	16
8.09	Employer Grievance.....	16
8.10	Deviation from Grievance Procedure.....	16
8.11	Replies in Writing.....	17
ARTICLE 9 – ARBITRATION.....		17
9.01	Referral to Arbitration	17
9.02	Payment for Board of Arbitration	17
9.03	Powers of the Board.....	17
9.04	Decision of the Board.....	17
9.05	Time limits.....	18
9.06	Single Arbitrator.....	18
ARTICLE 10 – DISCHARGE, SUSPENSION AND DISCIPLINE.....		18
10.01	Clearing the File.....	18

10.02	Discipline Notices	18
10.03	Discharge Procedure	18
10.04	Discharge and Suspension Grievances	18
10.05	Designation of Supervisor	18
10.06	Access to Personnel File	18
10.07	Right to Have Steward Present	19
ARTICLE 11 – NO STRIKES – NO LOCKOUTS.....		19
11.01		19
ARTICLE 12 – SENIORITY		19
12.01	Seniority Defined.....	19
12.02	Seniority List.....	19
12.03	Probationary Employees.....	20
12.04	Loss of Seniority	20
12.05	Transfers and Seniority Outside Bargaining Unit.....	21
ARTICLE 13 – JOB POSTINGS.....		21
13.01	(a) Job Postings.....	21
(b)	Temporary Vacancies.....	21
(c)	Temporary Job Postings.....	21
13.02	Information in Postings	22
13.03	Outside Advertising.....	22
13.04	Methods of Making Appointments.....	22
13.05	Trial Period.....	22
13.06		22
13.07	Postings while on Vacation or Leave	22

13.08	New Classification.....	23
ARTICLE 14 – LAYOFFS AND RECALLS		23
14.01	Definition of Layoff	23
14.02	Notice of Lay Off	23
14.03	Layoff Procedure.....	24
14.04	Recall.....	25
ARTICLE 15 – HOURS OF WORK.....		25
15.01	Normal Hours of Work.....	25
15.02	Rest Period	26
15.03	Time Off Between Shifts.....	26
15.04	Days Off	26
15.05	Working Schedule.....	26
15.06	Reporting Pay.....	26
15.07	Shift Exchanges	26
15.08	Standard/Daylight Savings Time	27
ARTICLE 16 – OVERTIME.....		27
16.01	Overtime Defined.....	27
16.02	No Lay Off to Compensate for Overtime	27
16.03	Distribution of Overtime	27
16.04	Minimum Call-back Time	27
16.05	Meal Allowance	27
16.06	No Duplicating or Pyramiding of Overtime.....	27
ARTICLE 17 – PAID HOLIDAYS.....		28
17.01	Paid Holidays	28

17.02	Holiday Qualifications.....	29
17.03	Payment for Holidays.....	29
17.04	Holidays for Days Off.....	29
17.05	Pay for Work on the Holiday.....	29
17.06	Christmas or New Year's Off.....	29
17.07	Holiday Pay - Calculation.....	29
ARTICLE 18 – VACATIONS.....		29
18.01	Length of Vacation.....	29
18.02	Vacation Pay on Termination.....	30
18.03	Vacation Schedules.....	30
18.04	Illness During Vacation.....	31
ARTICLE 19 – SICK LEAVE.....		31
19.01	Sick Leave Defined.....	31
19.02	Amount of Sick Leave.....	31
19.03	Proof of Illness.....	31
19.04	Sick Leave during Leave of Absence.....	32
19.05	Notification to Employer.....	32
19.06	Medical Care Leave.....	32
ARTICLE 20 – BEREAVEMENT LEAVE.....		32
20.01	Bereavement Leave.....	32
ARTICLE 21 – PREGNANCY/PARENTAL LEAVE.....		33
21.01	Pregnancy and Parental Leave.....	33
21.02	Parental Leave.....	34
ARTICLE 22 – PAID JURY OR COURT WITNESS DUTY LEAVE.....		35

22.01		35
ARTICLE 23 – UNION LEAVE OF ABSENCE		35
23.01	Union Leave	35
23.02	Leave of Absence for Full-Time Union or Public Duties	36
ARTICLE 24 – GENERAL LEAVE		36
24.01	General Leave	36
24.02	Education Leave	36
24.03	Self Isolation	36
ARTICLE 25 – WAGE RATES		36
25.01		36
25.02	Premiums	37
25.03	Pay Days	37
25.04	Temporary Transfers	37
25.05	Payment for Inservice	37
ARTICLE 26 – EMPLOYEE BENEFITS		38
26.01		38
26.02	Change of Carriers	38
26.03	Extended Health Care Benefits	38
26.04		41
ARTICLE 27 – PENSION		41
27.01		41
27.02		42
27.03		42
27.04		42

27.05	43
27.06	43
ARTICLE 28 – GENERAL CONDITIONS	43
28.01 Bulletin Board	43
28.02 Proper Conditions	44
ARTICLE 29 – TECHNOLOGICAL CHANGES	44
29.01	44
ARTICLE 30 - INTERPRETATION	44
30.01	44
30.02	44
ARTICLE 31 – COPIES OF AGREEMENT	44
31.01 Copies of Agreement.....	44
ARTICLE 32 - HEALTH AND SAFETY	44
32.01 Health and Safety Committee	44
ARTICLE 33 – RETROACTIVITY.....	45
33.01	45
ARTICLE 34 – TERM OF AGREEMENT	45
34.01 Agreement Term.....	45
34.02 Changes in Agreement	45
SCHEDULE “A” Classifications and Wages.....	47
LETTER OF UNDERSTANDING #1	49
LETTER OF UNDERSTANDING #2	50
LETTER OF UNDERSTANDING #3	51
LETTER OF UNDERSTANDING #4	52

ARTICLE 1 – PURPOSE OF AGREEMENT

1.01 It is the purpose of both parties to this Agreement:

- 1) To maintain and improve harmonious relations between the Employer and the Union and provide settled conditions of employment;
- 2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment and service;
- 3) To encourage efficiency in operations; and
- 4) To promote the morale, well-being and security of all employees in the bargaining unit of the Union.
- 5) Both parties agree to act in a fair and reasonable manner.

It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in this Collective Agreement.

ARTICLE 2 – RECOGNITION AND NEGOTIATION

2.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees as the bargaining agent of all employees of Toronto Finnish-Canadian Seniors Centre operating as Suomi-Koti, Toronto in the City of Toronto save and except the Accountant, Bookkeeper, Supervisor Home Care, and Superintendent, and Coordinators and persons above the rank of Coordinator.

2.02 Work of the Bargaining Unit

Persons excluded from the bargaining unit shall not perform duties normally performed by employees in the bargaining unit which shall directly cause or result in the lay-off or reduction of hours of any employee in the bargaining unit.

2.03 No Other Agreements

No employee shall be required or permitted to make a written or verbal agreement with the Employer or their representative which may conflict with the terms of this Collective Agreement.

2.04 No Contracting Out

In order to provide job security for the members of the bargaining unit, the Employer agrees that it will not contract out, sub-contract, transfer, lease, assign, or convey, any work or services

normally performed by members of the bargaining unit if it will result in the layoff of any bargaining unit member.

2.05 Representatives of the Canadian Union of Public Employees or Definition of Employee

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. With prior agreement of the Executive Director or designate, such representatives(s)/advisor(s) shall have access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement. Such agreement shall not be unreasonably withheld. Notwithstanding the above, it is understood and agreed that the activities of the National Representative(s)/advisor(s) shall not disrupt the normal operations of the Residence. The Employer may designate an area of the building where such access will take place.

- a) A "full-time" employee shall be deemed to be an employee who regularly works more than forty-eight (48) hours bi-weekly, who makes a commitment to be available on a pre-scheduled basis as required, and in respect of whom there is advance scheduling.
- b) A "part-time" employee shall be deemed to be an employee who regularly works not more than forty-eight (48) hours bi-weekly, who makes a commitment to be available on a pre-scheduled basis as required, and in respect of whom there is advance scheduling
- c) An "casual" employee is an employee who works on an irregular basis as needed by the Employer.

ARTICLE 3 – MANAGEMENT RIGHTS

3.01 The Union recognizes and acknowledges that, subject to the limitations set out in this Agreement, it is the right of the Employer to manage, develop, and operate the Employer's facilities as well as direct the employees. The functions of the Employer shall include, but are not limited to, the following rights:

- (a) to determine and establish standards and procedures for the care, welfare, safety and comfort of the residents of the Home;
- (b) to maintain order, discipline, efficiency and in connection therewith to establish and enforce reasonable rules, regulations, policies and practices from time to time to be observed by its employees. The Employer reserves the right to amend or introduce new rule(s) from time to time, and such rules will be made available to the Union in advance of the date such new rule(s) are to be into effect, so that the union may request discussion or seek clarification;
- (c) to select, hire, transfer, layoff, recall, promote, demote, classify, assign duties, discharge, suspend or otherwise discipline employees for just cause, provided that a claim that an employee who has completed probation has been discharged or

disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;

- (d) to determine the nature and kind of business conducted by the Employer, the kinds and locations of its operations, the services to be rendered, the kinds or machines to be used, the methods of operating and control of materials or goods to be used;
- (e) to have the right to plan, direct and control the work of the employees and the operations of the Employer. This includes the right to introduce new and improved methods and facilities, equipment, and to direct and control the amount of supervision necessary, combining or splitting up of departments, or classifications, or work locations, work schedules, and the increase or reduction of personnel in any particular area, or on the whole, and the number of employees required for the Employers purposes and to reduce or increase normal hours of work per day or per week and to establish starting and quitting times;
- (f) to determine the services to be supplied, the standard of service, the number of shifts, job content and requirements; to determine qualifications of employees to perform any particular job classification, and the standard of performance;
- (g) in the exercise of its managerial rights, decisions or actions required for the sound operation of the enterprise will be made in good faith, not in an arbitrary, unreasonable or discriminatory manner.

These rights will not be performed in a manner inconsistent with the terms of this Agreement. A claim that the Employer has so exercised these rights may be the matter of a grievance.

ARTICLE 4 – NO HARASSMENT AND NO DISCRIMINATION

4.01 Harassment

The Employer and the Union are committed to providing a positive environment for staff. All individuals have the right to be treated with respect and dignity. Each individual has the right to work in an atmosphere which promotes respectful interaction and is free from discrimination, harassment and aggression.

Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcomed.

Where a bargaining unit member complains of harassment they shall bring such a complaint to the attention of the Employer and the Union. If the complaint directly or indirectly involves the complainant's supervisor or a Steward they may contact an alternate person in management or the Union to ensure that the complaint is handled in a discreet, confidential and timely fashion.

Should the complainant not be satisfied with the response they are entitled to file a grievance under the terms of this Collective Agreement.

It is understood that performance management is not deemed to be harassment.

4.02 No Discrimination

The Employer and the Union agree that there shall be no intimidation, discrimination, interference, restraint or coercion exercised or practiced against any person because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, same-sex partnership status, family status or disability where to do so would be contrary to the *Ontario Human Rights Code*.

4.03 The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced by any of their representatives or agents with respect to any employee because of their membership or non-membership in the Union.

ARTICLE 5 – UNION SECURITY AND DUES CHECK-OFF

5.01 Union Security

The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.

5.02 Deductions

Deductions shall be made from the bi-weekly payroll and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees, by no later than the 15th day of the month following, accompanied by a lists of the names, addresses and phone numbers of all employees from whose wages deductions have been made. This list will also include the names and addresses of the employees hired or terminated during that month. A copy of this list shall also be forwarded to the Secretary of the Local Union.

5.03 New Employees

- (a) The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect.
- (b) The Employer agrees that a Local Union representative will be given the opportunity to meet each newly-hired employee once during the employee's first two (2) weeks of employment, for the purpose of advising such employee of the existence of the Union and of their rights and obligations under the terms of this Agreement. Such meeting may take place on the Employer's premises at a time and location designated by the Employer for such interview and shall not exceed fifteen (15) minutes duration.

5.04 The Employer agrees to indicate the amount of Union dues deducted on each employee's T-4 slip.

5.05 Indemnification

In consideration of the deducting of Union dues by the Employer, the Union agrees to indemnify and save harmless the Employer against any claims or liabilities arising or resulting from the operation of this Article.

ARTICLE 6 – CORRESPONDENCE

6.01 All correspondence between the parties, arising out of this agreement or incidental thereto, shall pass to and from the Executive Director or their designate and the Recording Secretary of the Local Union with a copy to the Local President, National Representative of the Canadian Union of Public Employees.

ARTICLE 7 – UNION MANAGEMENT RELATIONS / COMMITTEE WORK

7.01 Representation

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper written authorization from the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

7.02 Bargaining Committee

- a) It is agreed that when negotiations are conducted the Union will elect or otherwise select a bargaining committee consisting of three (3) employees.
- b) All members of the bargaining committee shall be employees of the Employer.
- c) Members of the bargaining committee shall be paid regular wages lost for all time spent in negotiations with the Employer up to, and including, Interest arbitration.

7.03 Union-Management Committee

A Union - Management Committee shall be established consisting of representatives of the Union and representatives of the Employer.

Function of Committee

The Committee shall concern itself with the following general matters:

1. Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the Employees.
2. Improving and extending services to the public.
3. Promoting safety and sanitary practices.
4. Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
5. Correcting conditions causing grievances and misunderstandings.
6. Workload issues

Meetings of Committee

The Committee shall meet at least once each month at a mutually agreeable time and place, unless otherwise agreed. Its members shall receive a notice and agenda of the meeting at least one (1) week in advance of the meeting. Employees shall not suffer any loss of pay, benefits or seniority for time spent with this Committee.

Chairperson of the Meeting

An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union, the CUPE Representative and the Employer shall each receive two (2) signed copies of the minutes. Both parties shall rotate the responsibilities of preparing the minutes.

Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement. The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

ARTICLE 8 – GRIEVANCE PROCEDURE

8.01 Recognition of Union Stewards

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union to appoint or elect up to three (3)

Union Stewards, one (1) of whom shall be the Chief Steward, whose duties shall be to assist any employee whom the steward represents, in preparing, processing their grievance in accordance with the grievance procedure.

8.02 Names of Stewards

The Union shall notify the Employer in writing of the name of each Steward before the Employer shall be required to recognize them.

8.03 Permission to Leave Work

The Employer agrees that Stewards or designate shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this article.

Stewards or designate shall be entitled to leave their work during working hours in order to carry out, the investigation and processing of grievances, and attendance at meetings with the Employer. Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld.

Stewards shall not suffer any loss of pay, benefits, pensionable earnings or seniority for time spent during the investigation and processing of grievances, and attendance at meetings with the Employer up to and, including mediation or arbitration.

8.04 Definition of a Grievance

A grievance is defined as any difference arising out of the interpretation, application, administration or alleged violation of this Collective Agreement.

8.05 Settling of Grievance

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

Step 1

If the Union considers the grievance to be justified, they will first seek to settle the dispute with the employee's Supervisor. The Supervisor shall render their decision in writing within five (5) working days after receipt of such notice.

Step 2

Failing satisfactory settlement within five (5) working days after the dispute was submitted under Step 1, the Chief Steward or designate will submit to the Executive Director a written statement of the particulars of the grievance and the redress sought. The Department Head shall render their decision within five (5) working days after receipt of such notice.

Step 3

If arbitration of any grievance is to be invoked, the request shall be made by either party within thirty (30) working days after the dates of the reply at Step 2.

8.06 Mediation

By mutual consent, the parties may agree to use the services of a mediator. The parties agree to share the costs of the mediation.

8.07 Union Policy Grievance

The Union may institute a grievance consisting of an allegation of a general misinterpretation or a violation by the Employer of this Agreement in writing at STEP 2 of the grievance procedure, providing that it is presented within ten (10) working days after the circumstances giving rise to the grievance have originated or occurred or within ten (10) working days from when the Union ought reasonably to have been aware of the circumstances giving rise to the grievance.

8.08 Group Grievance

Where a number of employees have similar grievances and each employee would be entitled to grieve separately, they may present a group grievance identifying each employee who is grieving to the Supervisor or their designate within five (5) working days after the circumstances giving rise to the grievance had occurred, or ought reasonably to have come to the attention of the employees. The grievance shall then be treated as being initiated at STEP 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

8.09 Employer Grievance

- (a) The Employer may institute a grievance consisting of an allegation of a general misinterpretation or violation of this Agreement (by the Union or any employee covered by this Agreement), in writing, commencing at STEP 2 of the grievance procedure, by forwarding a written statement of said grievance to the CUPE National Union Representative, providing it is presented within ten (10) working days after the circumstances giving rise to the grievance have originated or occurred.
- (b) The Union Representative shall give their decision in writing within five (5) working days after receiving the written grievance and failing settlement, the grievance may be referred to Arbitration as provided for in Article 9 hereof, by the Employer.

8.10 Deviation from Grievance Procedure

After a grievance has been initiated by the Union, the Employer's representative shall not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employees, without the consent of the Union.

8.11 Replies in Writing

Replies to grievances stating reasons shall be in writing at all stages.

ARTICLE 9 – ARBITRATION

9.01 Referral to Arbitration

It is agreed by the parties hereto that any difference of opinion relating to the interpretation, application or administration of this Agreement which cannot be settled after exhausting the Grievance Procedure shall be settled by arbitration. A Notice of Intent to arbitrate shall be forwarded to the other party within the time limits set out in Article 8 and such notice shall contain the name of the Union's nominee to the Arbitration Board. Within five (5) working days from the receipt of the Notice of Intent to Arbitrate, the other party must in turn name their nominee. A third person to act as Chairman shall be appointed by the respective nominee should either party fail to name their nominee within five (5) working days or should the nominees fail to appoint a Chairman within ten (10) working days from the date of their appointment, either party or their nominee shall request the Office of Arbitration, Ontario Ministry of Labour, to make the appropriate appointment.

9.02 Payment for Board of Arbitration

Each of the parties hereto shall bear the expense of the nominee appointed by it, and the parties hereto shall jointly bear equally the expense of the third party, and any cost of the place of hearing of such arbitration, if and when the necessity arises.

9.03 Powers of the Board

The Arbitrator or Board of Arbitration shall have authority only to settle disputes under the terms of this Agreement and only interpret and apply this Agreement of the facts of the grievance(s) involved. Only grievance 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.

The Arbitrator or Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this Agreement in order to give any decision inconsistent with it.

9.04 Decision of the Board

The Arbitration Board shall hear and determine the matter and shall issue a decision which shall be in writing and contain the reasons for the decision. The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority decision, the decision of the Chairman will govern.

9.05 Time limits

The time limits mentioned in this Article and in the preceding Article may be extended by written mutual agreement of the parties, and shall not include Saturdays, Sundays and Paid Holidays.

9.06 Single Arbitrator

The Employer and the Union agree that by mutual written agreement of the parties, a Sole Arbitrator may be substituted for a Board of Arbitration. The appointment and jurisdiction of the Arbitrator shall conform to the provisions of this Article. Each party shall pay one-half (½) of the fees and expenses of the arbitrator and any costs of the place of hearing of such arbitration if and when the necessity arises.

ARTICLE 10 – DISCHARGE, SUSPENSION AND DISCIPLINE

10.01 Clearing the File

The record of an employee shall not be used against them at any time after eighteen (18) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports, provided the employee remains discipline free during that period.

10.02 Discipline Notices

Whenever the Employer issues a disciplinary notice to an employee, the Employer will also provide the Union President with a copy of that notice within five (5) days after it has been issued.

10.03 Discharge Procedure

When an employee is discharged or suspended, the employee and the Union shall be advised promptly in writing by the Employer as to the reason for such discharge or suspension.

10.04 Discharge and Suspension Grievances

A claim by an employee, who has completed their probationary period, that they have been discharged or suspended without just cause, shall be treated as a grievance if a written statement of such grievance is filed with the Employer at Step 2 of the grievance procedure within ten (10) working days after the employee has been discharged or suspended.

10.05 Designation of Supervisor

Every employee shall be notified of their immediate designated supervisor.

10.06 Access to Personnel File

An employee shall have the right during normal business hours of the administration office to have access to have a copy of and review their personnel file. The employee is entitled to

receive a copy of the file if requested. An employee shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record.

10.07 Right to Have Steward Present

An employee shall have the right to have their Steward present at any meeting in which disciplinary action may result. The Employer shall notify the employee of the right to request the presence of the Union Steward before the meeting commences.

ARTICLE 11 – NO STRIKES – NO LOCKOUTS

11.01 In view of the orderly procedures established by this agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this agreement, there will be no strike, and the Employer agrees that there will be no lockout, in accordance with Provincial Government Laws and Regulations.

ARTICLE 12 – SENIORITY

12.01 Seniority Defined

Seniority for employees is defined as the length of service with the Employer in the bargaining unit and shall be calculated on hours paid (1 year = 1950 hours.)

Effective two (2) months following award, seniority for employees is defined as the length of service with the Employer in the bargaining unit and shall be calculated on hours paid (1 year = 1875 hours.)

NOTE: There shall be no retroactive effect to increases as a result of the change in the above noted definition.

Notwithstanding the above, a part-time employee cannot accrue more than one year's seniority in a twelve (12) month period. Seniority shall be used in determining preference or priority for promotions, transfers, schedules, call-ins, demotions, layoffs, and recall, provided that the senior employee is able to meet the normal requirements of the job. Seniority shall operate on a bargaining-unit-wide basis.

12.02 Seniority List

The Employer shall maintain separate seniority lists for full-time and part-time employees showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on the main bulletin board in January, July of each year. An employee's name shall not be placed on the seniority list until they have completed their probationary period as outlined in Article 12.03. For the purpose of this Article, time away from work that is protected by the *Employment Standards Act* or the *Human Rights Code* shall be deemed to be hours paid.

Seniority, as set out on the posted seniority list, will be used for all of the purposes set out in the Collective Agreement save and except for promotions and layoffs. For promotions and layoffs, the seniority list will be updated to the end of the pay period prior to the pay period during which the job was posted, or the notice of layoff was given.

All seniority, vacation and other credits obtained under this Agreement shall be retained and transferred with the employee when reclassified.

12.03 Probationary Employees

Newly hired employees shall be considered on a probationary basis for a period of 450 hours from the date of hiring. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement unless otherwise specified. An employee who has not completed their probationary period may be released based on a fair and proper assessment against reasonable standards of performance and suitability. After completion of the probationary period, seniority shall be effective from the original date of employment.

12.04 Loss of Seniority

An employee shall lose their seniority rights and be deemed to have been terminated if:

- a) they voluntarily resigns or retires;
- b) they are discharged for just cause and is not reinstated through the grievance or arbitration procedures;
- c) they are absent from work for three (3) consecutive scheduled shifts without notifying the Employer, unless they can provide a reasonable explanation.
- d) They fail to return to work within seven (7) days following a lay-off and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of their current address.
- e) They are laid off in excess of twenty-four (24) months.
- f) They are absent from work for more than twenty-four (24) months by reason of illness or other physical disability with no reasonable likelihood of return to work.
- g) They are absent from work for more than twenty-four (24) months by reason of absence while in receipt of Workplace Accident Insurance, with no likelihood of return to work.

The above will be administered in a manner consistent with the Ontario Human Rights Code.

12.05 Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without their written consent. An Employee who consents in writing to be transferred and/or promoted to a position outside of the bargaining unit shall not accumulate seniority within the bargaining unit during such transfer and/or promotion. In the event that the employee is returned by the Employer to a position in the bargaining unit within twelve (12) calendar months of the transfer and/or promotion, the employee shall be credited with the seniority held immediately prior to the transfer and/or promotion and shall resume accumulation from the date of their return to the bargaining unit. An employee not returned to the bargaining unit within twelve (12) calendar months from the transfer and/or promotion shall forfeit all bargaining unit seniority. Article 5 of this Collective Agreement will apply during the twelve (12) calendar month period that the employee's bargaining unit seniority is being held by the bargaining unit while the employee is in a position outside of the bargaining unit.

ARTICLE 13 – JOB POSTINGS

13.01 (a) Job Postings

All permanent vacancies or newly created classifications determined by the Employer to be filled shall be posted for ten (10) days at one location in the Home during which time employees may apply for the said position in writing on a form supplied by the Employer.

If no application is received from an employee of the Home within ten (10) days of the job posting, or if no employee qualifies within the trial period as set forth in 13.06, for the vacancy, then the Employer may hire an employee from outside the bargaining unit.

(b) Temporary Vacancies

Temporary vacancies anticipated to be less than six (6) weeks duration may be filled at the discretion of the Employer on a temporary basis with a member of the bargaining unit.

(c) Temporary Job Postings

A vacancy which occurs for more than six (6) weeks will be posted stating that the position is limited and shall indicate the estimated duration of the limited job. In any event, the limited job shall not exceed eighteen (18) months. Upon termination of a limited job, the employee filling the vacancy shall be returned to the classification and job location in which they last worked. In the event that a part-time employee is the successful applicant, the said employee shall retain their part-time status during the limited full-time period. An employee filling a temporary vacancy of six (6) weeks or longer duration shall not bid on any other temporary posting until the end of their temporary position.

13.02 Information in Postings

The job posting notice shall contain the following information: Classification, qualifications, rate of pay as per the Collective Agreement.

13.03 Outside Advertising

Outside advertising for additional employees may happen concurrent to internal postings, however, no outside applicants will be considered unless there are no qualified internal applicants.

13.04 Methods of Making Appointments

The Employer shall consider all employee requests for transfer or promotion before considering outside applicants. The Employer shall consider the qualifications and skill of the applicant and shall appoint the senior applicant having the required qualifications and skill. The name of the successful applicant will be posted on the Employer's bulletin boards.

13.05 Trial Period

The successful applicant shall be placed on trial for a period of ten (10) shifts. Conditional on satisfactory service, such trial promotion shall become permanent after the period ten (10) shifts. The trial period may be extended with mutual agreement. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds themselves unable to perform the duties of the position, they shall be returned to their former position and salary without loss of seniority, benefits and wage or salary. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position and salary without loss of seniority, benefits and wage or salary. Any unsuccessful applicants for the original posting will then be considered in accordance with Article 13.05. If there are no unsuccessful applicants, then the position would be reposted.

13.06 The Union shall be notified of all appointments, hirings, layoffs, recalls and terminations of employment. Notices of such appointments shall also be posted. The Union will be supplied a copy of each posting and administrative error in this regard shall not void the job posting.

13.07 Postings while on Vacation or Leave

When an employee will be absent on vacation, and/or a leave of absence, the employee may advise their manager, in writing, and no more than seven days prior to beginning the vacation, that they wish to be considered for any potential job posting which might arise during their vacation. The written notice must specify the job or position for which the employee wishes to be considered. If such a job or position then arises during the employee's vacation, the written notice will be considered an application. The written notice is only valid during the vacation period immediately following its delivery to the manager.

13.08 New Classification

When a new classification within the bargaining unit is established by the Employer, the Employer shall determine the rate of pay for such new classification. Once the rate is determined, and then within seven (7) days, the Employer shall advise the Union of the Rate.

If the Union disagrees with the rate, it shall have the right to request a meeting with the Employer. At such meeting, the parties will review the rate; the Employer's rationale for establishing the rate, and the reasons the Union disagrees with the rate. If the parties reach agreement, the agreement is effective as of the date on which the Employer gave the Union notice of the new rate.

When the Employer makes a substantial change 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 rate of pay.

If the parties are unable to reach an agreement, either party may refer the dispute to arbitration, as provided in this agreement, provided the referral is made within fifteen (15) days of the meeting.

Any decision by a Board of Arbitration, or Arbitrator as the case may be, shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

Any change awarded as a result of arbitration shall be retroactive only to the date on which the Employer gave the Union notice of the new rate.

ARTICLE 14 – LAYOFFS AND RECALLS

14.01 Definition of Layoff

In the event that it is necessary for the Employer to reduce the workforce, a lay-off shall be defined as a reduction of the regularly scheduled hours of work of a full-time Employee and in the case of a part-time Employee, it shall be defined as a twenty percent (20%) reduction of the Employee's regularly scheduled hours.

14.02 Notice of Lay Off

In the event of a proposed lay off of a temporary and/or permanent and/or long-term nature of thirteen (13) calendar weeks or more, the Employer will:

- a) Provide the Union with at least six (6) weeks notice prior to its implementation. This notice is not in addition to required notice for individual employees. Every reasonable effort shall be made by the Employer to give the Union as much advance notice as possible prior to Employees being notified of a layoff.

- b) Provide affected employees with notice in accordance with the *Employment Standards Act*. The Act will be considered to provide the following additional notice:
- for service greater than nine years, nine weeks of notice;
 - for service greater than ten years, ten weeks of notice;
 - for service greater than eleven years, eleven weeks of notice;
 - for service greater than twelve years, twelve weeks of notice;
- c) meet with the Union through the Labour Management committee to review the reasons and expected duration of the lay-off, any realignment of service or staff and its effect on employees in the bargaining unit.

Any agreement between the Employer and the Union resulting from the above process concerning the method, timing and implementation take precedence over other terms of lay-off and related provisions in this Collective Agreement.

14.03 Layoff Procedure

- (a) In the event of layoff, the Employer shall lay off employees in reverse order of seniority within their classification, provided that there remain on the job employees who are able to meet the normal requirements of the job without training other than orientation.
- (b) An employee who is subject to lay-off shall have the right to either:
- i) Accept the lay off; or
 - ii) Displace an employee who has
 - less bargaining unit seniority in a lower or identical paying classification; and
 - who has scheduled hours less than or equal to the employee being laid off; and
 - if the employee originally subject to lay off is qualified for and can perform the duties without training other than orientation.
 - iii) An employee who wishes to exercise their right to displace another employee with less seniority shall advise the Employer within five (5) days of the date of the notice of layoff issued by the Employer.
 - iv) For the purpose of the operation of clause (b) ii), laid off part-time employees shall not have the right to displace full-time employees.

14.04 Recall

- (a) An employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided they have the ability and qualifications as required by law to perform the work, and provided such opening is first posted under the job posting procedure and has not been filled.
- (b) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (c) It is the responsibility of the employee who has been laid off to notify the Employer of their intention to return to work within seven (7) calendar days after being notified to do so by registered mail, (which notification shall be deemed to have been received on the second date of mailing) and return to work within seven (7) calendar days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work.

ARTICLE 15 – HOURS OF WORK

15.01 Normal Hours of Work

- a) The normal hours of work shall be seven and one-half (7½) hours per day, exclusive of an uninterrupted unpaid thirty (30) minute meal break. The normal days per week shall be five (5) days per week.
- b) In no instance will any employee be required to work more than five (5) consecutive days without receiving their day off, unless otherwise mutually agreed. Nothing in this Article shall be construed as a guarantee of hours per day, or days per week.
- c) The Parties recognize that there are shifts that have less than seven and one-half (7½) hours per day.
- d) Extra shifts required to cover short term illness or leaves of absence shall be offered in the following order:

Staff who are regularly scheduled to work less than seventy-five (75) hours bi-weekly shall be called prior to those scheduled seventy-five (75) hours.

Such call-ins will be to those who regularly perform the work. Calls will be made on a seniority rotating basis, starting with the person under the last person who accepted a call in.

15.02 Rest Period

All employees shall be permitted a rest period of fifteen (15) consecutive minutes for every four (4) hours, however, an employee who completes five (5) hours of work shall be entitled to an additional thirty (30) minute un-paid lunch period.

An employee who normally works eight (8) hours per day inclusive of a thirty (30) minute un-paid lunch period and two 15 minute paid breaks

15.03 Time Off Between Shifts

Employees are to be allowed a minimum off sixteen (16) hours off between the ending of one scheduled shift and the commencing of the other regularly scheduled shift.

15.04 Days Off

A full-time employee shall be scheduled off one weekend in every two-week period, which shall include Saturday and Sunday. This does not prohibit an employee from picking up additional shifts.

15.05 Working Schedule

The hours of work of each employee shall be posted in an appropriate place at least two (2) weeks in advance and shall cover a six (6) week period. In the event the Employer finds it necessary to change the schedule, the affected employee(s) shall be provided with 48 hours notice of the change except in the cases of circumstances beyond the control of the Employer. The Union shall receive a copy of the said schedules on request. There shall be no split shifts unless agreed between the Employer and the Employee.

15.06 Reporting Pay

Employees who report for any scheduled shift will be guaranteed at least four (4) hours of work, or if no work is available, will be paid at least four (4) hours except when work is not available due to conditions beyond the control of the home. The reporting allowance outlined as herein shall not apply whenever an employee has received prior notice not to report for work.

15.07 Shift Exchanges

Employees will be permitted to exchange days off, or shifts, with other employees by completing the appropriate forms, as supplied by the Employer, and when possible with one (1) weeks advance notice, and with the Employer's permission. Such permission will not be unreasonably withheld. The Employer has no obligation for any premium payment arising out of any such exchange. Where the shifts involved involve shift differential, this premium shall be paid to the employee working the shift.

15.08 Standard/Daylight Savings Time

At the time of change from Standard Time to Daylight Savings Time or Daylight Savings Time to Standard Time, employees shall be paid for the hours they worked at their straight time hourly rate of pay for all such hours worked.

ARTICLE 16 – OVERTIME

16.01 Overtime Defined

Authorized hours worked in excess of seven and one half (7 ½) hours per day or seventy-five (75) hours bi-weekly shall be paid for at one and a half (1 ½) times the employees regular rate of pay.

16.02 No Lay Off to Compensate for Overtime

Employees shall not be required to layoff during regular hours to equalize any overtime worked.

16.03 Distribution of Overtime

Overtime shall be given in order of seniority to the employees who are willing and qualified to perform the work that is available.

16.04 Minimum Call-back Time

When an employee is called back to work after leaving the work or upon completion of their shift, such employee shall be paid at time and one-half (1½) their regular rate of pay for actual hours worked with a minimum of four (4) hours of such pay. If an employee is called in immediately prior to the commencement of their regular shift, they shall be paid at the overtime rate of time and one-half (1½) of the actual hours worked until the commencement of the shift.

16.05 Meal Allowance

An employee required to work more than two-hours of overtime following their shift, shall be provided with a meal, if available. If a meal is not available, then a meal allowance of \$7.00 shall be provided.

16.06 No Duplicating or Pyramiding of Overtime

Overtime premiums will not be duplicated nor pyramided, nor shall the same hours worked be counted as part of the normal workweek or as hours worked for which the overtime premium is paid.

However, time worked on a paid holiday shall be counted as part of the normal workweek.

ARTICLE 17 – PAID HOLIDAYS

17.01 Paid Holidays

The following Holiday Pay provisions apply to all employees:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day (July 1st)	Boxing Day

The Employer recognizes the following as paid holidays:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day (July 1st)	Boxing Day

Float Holidays

- a) A full-time and part-time employee is paid 7.5 hours pay at the regular rate for a maximum of two (2) Floating Days that can be taken off at the discretion of an employer.
- b) Employees beginning their employment on or before June 30 are qualified for two Floating Days for the year.
- c) Employees beginning their employment after June 30 but before October 1st are qualified for one Floating Day for the year.
- d) Employees beginning their employment on or after October 1st are not qualified for a Floating Holiday for the year.
- e) Floating holidays are to be taken at a time mutually agreed upon between the Employer and the employee. Floating Days will not be granted between December 15 and January 7.

f) Floating Days may not be accumulated from year to year.

17.02 Holiday Qualifications

In order to qualify for holiday pay, for statutory and non-statutory holidays an employee must work their full scheduled shift immediately preceding and following the holiday. An employee scheduled to work on a holiday who does not report for work shall forfeit holiday pay unless on a leave of absence, approved day off or absent due to illness.

17.03 Payment for Holidays

An Employee who is required to work on any of the above-named holidays will receive pay at the rate of time and one-half (1½) the Employee's regular hourly rate for every hour worked on such day, in addition to pay for the holiday at the Employee's regular hourly rate or the Employee may be granted an alternate day off (lieu day), at a mutually agreeable time, to be taken within sixty (60) days after the holiday except at Christmas and New Year's. Payment for such lieu day will be based upon the entitlement the Employee otherwise would have been eligible to receive for the holiday at straight time hourly rates.

17.04 Holidays for Days Off

When any of the above noted holidays fall on an Employee's scheduled day off, the Employee will receive another day off with pay at a time mutually agreed upon between the Employee and the Employer, or by mutual agreement, a day's pay in lieu thereof. Employees may take lieu off within sixty (60) days following the holiday at a time mutually agreed.

17.05 Pay for Work on the Holiday

An employee who works on a holiday shall receive time and one half (1 1/2) plus the holiday pay.

17.06 Christmas or New Year's Off

The Employer shall endeavour to provide employees with either Christmas Day or New Year's Day off, on a rotating basis so that employees will have an equal opportunity.

17.07 Holiday Pay - Calculation

Employer shall maintain its practice regarding holiday calculation.

ARTICLE 18 – VACATIONS

18.01 Length of Vacation

(a) For the purpose of calculating vacation, the vacation year will be from July 1st to June 30th. Full time employees must have the required number of years of continuous full-

time employment as of June 30th to be entitled to the appropriate annual vacation schedule.

- (b) Permanent full-time employees, with less than one year of continuous employment as of June 30th, will be paid a pro- rated portion of their regular vacation allowance as follows:

1 Month	1 Day
2 Months	2 Days
3 Months	2 ½ Days
4 Months	3 Days
5 Months	4 Days
6 Months	5 Days
7 Months	6 Days
8 Months	7 Days
9 Months	7 ½ Days
10 Months	8 Days
11 Months	9 Days
12 Months	10 Days

- (c) For the purposes of calculating time off for vacation, the vacation pay shall be granted to all employees on the following basis:

Under four (4) years of service	Four percent (4%) of gross earnings (two weeks off with pay)
Four (4) years completed service	Six percent (6%) of gross earnings (three weeks off with pay)
Ten (10) years completed service	Eight percent (8%) of gross earnings (four weeks off with pay)
Fifteen (15) years completed service	Ten percent (10%) of gross earnings (five weeks off with pay)

***N.B. Effective the next full vacation year following written notice of ratification.**

18.02 Vacation Pay on Termination

An employee terminating their employment at any time shall have any outstanding vacation pay paid on their last payroll deposit.

18.03 Vacation Schedules

- a) Vacation time is to be taken as accumulated and will not be advanced. Vacation time accumulates from July 1 to June 30. All vacation earned is to be taken between January 7 and December 15. Vacation time may not be carried over from year to year, unless approved by the Executive Director or Administrator under special circumstances.

- b) All vacations will be subject to operational demands and shall not be unreasonably denied.
- c) To aid with the scheduling of vacation time employees the following will occur;
 - i. Employees will have their requests in to their Supervisor by April 1st. The supervisor will have schedules posted by no later than the 1st of May for vacation falling in June, July, August, and September.
 - ii. For vacations falling between October and May, employees will have their requests into their Supervisor by August 1st . The supervisor will have the schedules posted no later than September 1st.
- d) Vacations are usually granted by seniority. If vacation time is not submitted by the deadline, vacation shall be on first come first serve basis.
- e) An employee shall be entitled to receive their vacation in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the Employer.
- f) Vacation schedules once posted by the employer, shall not be changed by the employer unless mutually agreed to by the employee and the Employer.

18.04 Illness During Vacation

Sick leave may be substituted for vacation where it can be established by the employee that an illness or accident occurred while on vacation. It is understood that the Employer will permit the rescheduling of vacation for an employee whose vacation would be interrupted by a serious illness occurring immediately prior to the scheduled vacation.

ARTICLE 19 – SICK LEAVE

19.01 Sick Leave Defined

Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled, or because of an accident for which compensation is not payable under the Workers' Compensation Act.

19.02 Amount of Sick Leave

Full-Time employees who have completed probation, will be eligible to accrue sick leave at a rate of ½ day per month to a maximum of twelve (12) sick days which can be used for their intended purpose, but never cashed out.

Part-Time employees who have completed probation, will be eligible to accrue sick leave at a rate of ¼ day per month to a maximum of six (6) sick days which can be used for their intended purpose, but never cashed out.

19.03 Proof of Illness

The Employer may request proof of disabling accident or sickness from an employee or an employee who demonstrates a pattern of illness. The Employer shall exercise discretion when

making such requests and if there is a cost to the employee for any medical documentation it will be paid by the Employer, up to a maximum of \$25.

19.04 Sick Leave during Leave of Absence

When an employee is given leave of absence without pay for any reason, (except pregnancy and parental leave) or is laid off on account of lack of work and returns to work upon expiration of such leave of absence, etc., they shall not receive sick leave credit for the period of such absence, but shall retain their cumulative credit, if any, existing at the time of such leave or lay-off.

19.05 Notification to Employer

An Employee who is unable to report for duty on their scheduled shift will endeavour to notify the Employer of this fact in advance of the commencement of their scheduled shift. An Employee who is absent on the afternoon or night shift due to personal illness must notify the Employer at least two (2) hours prior to the commencement of their scheduled shift. An Employee who is absent on the day shift due to personal illness must notify the Employer at least one (1) hour prior to the commencement of their shift. This requirement shall be waived by the Employer where the Employee was unable to give such notice due to circumstances beyond their control. Failure to call in constitutes a no show.

19.06 Medical Care Leave

Employees may be allowed to use sick leave credits, as accumulated, in order to engage in personal preventative medical health and dental care.

Permission will not be unreasonably withheld provided adequate notice is given in advance.

ARTICLE 20 – BEREAVEMENT LEAVE

20.01 Bereavement Leave

- a) Should a death occur in the employee's immediate family (partner or spouse or significant other, parent, brother, sister, son, daughter, guardian and common law spouse) the employee is granted bereavement leave with pay for a period not to exceed three (3) days, one of which is the day of the funeral. Payment is for regular time that the employee would have worked during the three days, if the death had not occurred.
- b) Should a death occur to an employee's mother-in-law, father-in-law, step-parent, sister-in-law, brother-in law, grandchild, grandparent, aunt or uncle, niece or nephew, the employee is granted bereavement leave with pay for a period of one (1) day to attend the funeral. Payment is for regular shift (7.5 hours) that the employee would have worked on the day of the funeral.
- c) An employee may be granted up to two (2) additional days of bereavement leave with

pay if a parent, spouse/partner/significant other or child dies outside the province of Ontario and the employee attends the funeral, and such additional leave is required to reasonably travel to and from the funeral. Payment is made for regular time that the employee would have worked during the two days, if the death had not occurred. This is done at the discretion of the Administrator of the Nursing Home or the Executive Director as appropriate.

- d) If extra leave is required, the employee may apply for additional Leave of Absence without pay after using any other unused vacation or other credits owing to them (lieu time, float days).

Bereavement leave may be granted up to three times in a calendar year.

ARTICLE 21 – PREGNANCY/PARENTAL LEAVE

21.01 Pregnancy and Parental Leave

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

(a)

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

The employee shall give the Employer four (4) weeks' notice, in writing, of the day upon which they intend to commence their leave of absence, unless impossible, and furnish the Employer with a certificate of a legally qualified medical practitioner stating that they are pregnant and giving the estimated day upon which delivery will occur.

- (ii) The employee must have started employment with their Employer at least thirteen (13) weeks prior to the expected date of birth.
- (iii) The employee shall give at least four (4) weeks' notice of their intention to return to work. The employee may shorten the duration of the leave of absence requested under this Article upon giving the Employer four (4) weeks' notice of their intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that they are able to resume their work.

Additional leave of absence may be taken under 21.01 (g) Parental Leave.

- (b) An employee who does not apply for leave of absence under 21.01 a) i) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with 21.01 a) i) upon providing the

Employer, before the expiry of two (2) weeks after they ceased to work, with a certificate of a legally qualified medical practitioner stating that they were not able to perform the duties of their employment because of a medical condition arising from their pregnancy, and giving the estimated day upon which, in their opinion, delivery will occur or the actual date of their delivery.

- (c) An employee who intends to resume their employment on the expiration of the leave of absence granted to them under this article shall so advise the Employer. If an employee returns to work at the expiry of the normal pregnancy or parental leave, and the employee's former permanent position still exists, the employee will be returned to their former job, and former shift if their shift was designated.

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

- (d) When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to their employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of 21.01 c).
- (e) Such absence is not an illness under the interpretation of this agreement, and sick leave benefits cannot be used.
- (f) Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave.
- (g) Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under the Parental Leave provisions of this agreement. The employee shall give the Employer at least four (4) weeks' notice, in writing that they intend to take parental leave.

21.02 Parental Leave

- (i) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.
- (ii) A "parent" includes: the natural mother or father of the child, a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as their own.
- (iii) Parental leave must begin within seventy-eight (78) weeks of the birth of the child or within seventy-eight (78) weeks of the day the child first came into the

custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to sixty-one (61) weeks in duration if the employee also took pregnancy leave and sixty-three (63) weeks in duration if they did not.

- (iv) An employee not on pregnancy leave requesting parental leave, shall give the Employer four (4) weeks written notice of the date the leave is to begin.

Parental leave ends sixty-one (61) weeks or sixty-three (63) weeks after it began, as the case may be, or on an earlier day if the employee gives the Employer at least four (4) weeks written notice of the day.

- (v) Credits for service and seniority shall accumulate for a period of up to sixty-one (61) or sixty-three (63) weeks while the employee is on parental/pregnancy leave on the basis of what the employee's normal regular hours of work would have been.

ARTICLE 22 – PAID JURY OR COURT WITNESS DUTY LEAVE

22.01 The Employer shall grant leave of absence without loss of seniority or benefits to an employee who serves as a juror in any court. The Employer shall pay such an employee the difference between their normal earnings and the payment they receive for jury service duty, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount of pay received.

Time spent by an employee required to serve as a court witness, for the Employer and at the request of the Employer, in a matter arising out of their employment shall be considered as time worked and shall be paid at the appropriate rate of pay.

ARTICLE 23 – UNION LEAVE OF ABSENCE

23.01 Union Leave

- (a) The Employer will grant leaves of absence without pay to a maximum of three (3) employee to attend Union conventions, seminars, education classes or other Union business, subject to operational concerns. The Union agrees that such leave will not unduly affect the proper operations of the Employer.
- (b) In requesting such leaves of absence, the Union must give twenty-one (21) days clear notice to the Employer to be confirmed by the Union in writing.
- (c) Upon notification to the Employer, an employee elected or appointed to represent the Union at Union functions in (a) above shall be allowed a leave of absence with pay and benefits and without loss of seniority. The Union shall reimburse the Employer for receipt of such pay.

23.02 Leave of Absence for Full-Time Union or Public Duties

An employee who is elected or selected for a full-time position with the Union or anybody with which the Union is affiliated, or who is elected to public office, shall be granted leave of absence without pay or benefits and without loss of seniority.

ARTICLE 24 – GENERAL LEAVE

24.01 General Leave

The Employer may grant leave of absence without pay and without loss of seniority to any employee requesting such leave of absence for valid personal reasons such request to be in writing and approved by the Employer. Employees on approved leave of absence should not engage in any gainful employment without permission of the Employer. Such leave is not to be unreasonably denied.

24.02 Education Leave

Where employees are required to take courses, required by the Employer, to upgrade or acquire new employment qualifications, the Employer shall pay the full cost associated with the courses.

24.03 Self Isolation

If an employee is required to self-isolate as a result of the Employer policy or at the direction of the Employer, and if the employee is not entitled to WSIB benefits for the period of such self-isolation, the employee will be entitled to use sick-leave (for personal illness), vacation, or lieu entitlements for any hour of work lost during such period.

ARTICLE 25 – WAGE RATES

25.01 The various job classifications and the applicable hourly rates are set forth in Schedule “A” appended hereto. Progression within the applicable wage scales is based upon the number of hours paid. For this purpose, 1950 hours shall equal one (1) year.

Effective two (2) months following award, seniority for employees is defined as the length of service with the Employer in the bargaining unit and shall be calculated on hours paid (1 year = 1875 hours.)

NOTE: There shall be no retroactive effect to increases as a result of the change in the above noted definition.

Salary progression shall become effective with the first (1st) pay period following the completion of required length of service for that progression/increment.

25.02 Premiums

a) **Night Shift Premium**

Effective the first full pay period following January 1, 2026, the Employer agrees to pay a shift premium of twenty-five cents (\$0.25) per hour to employees for each hour worked between the hours of 10:30 p.m. and 6:30 a.m.

b) **Weekend Premium**

Employees shall be paid a Weekend Premium of an additional \$0.25/hour for all hours worked between Friday at 10:30 pm and Sunday at 10:30 pm. This premium shall be in addition to the regular Shift Premium. NOTE: Shall not apply to those who receive the Charge Nurse Premium

c) **Charge Nurse**

Charge Nurse shall be paid a Premium of an additional \$1.00/hour for all hours worked on day shift and \$2.00/hour for all hours worked on evening, and night and weekend shifts.

25.03 Pay Days

The Employer agrees that wages will be paid bi-weekly. On each payday each employee shall be provided with an itemized statement of their wages, overtime and other supplementary pay and deductions. The employee's hourly rate is to be placed on the cheque stub. If an employee is under paid, the following applies: If the amount of the error is equal to or greater than the employee's normal gross wages for a day of work, the Employer will provide the adjustment payment promptly. The objective is to deliver the payment within three (3) business days of the error being brought to the Employer's attention. Errors for lesser amounts will normally be corrected on the next pay.

In the event of an overpayment the parties agree to try and resolve repayment in a mutually satisfactory method. Failing mutual agreement, the employee may be required either to repay the overpayment immediately or to pay the overpayment on the following pay or pays.

25.04 Temporary Transfers

When an employee is temporarily assigned in a shift higher paying position for at least one full shift, they shall receive the rate for higher paying position. When an employee is temporarily assigned to a lower paying position than their own, their rate shall not be reduced.

25.05 Payment for Inservice

The Employer agrees to pay employees who are required by the Employer to attend in-service sessions, at their straight time hourly rate for all hours in attendance at such sessions. Such payment shall not be subject to the overtime provisions of the Collective Agreement.

ARTICLE 26 – EMPLOYEE BENEFITS

26.01 The Union shall be provided with a current copy of the benefit booklet of all insured benefits.

26.02 Change of Carriers

It is understood that the Employer may at any time substitute another carrier for any plan, provided the negotiated benefits remain the same. The union and the Employees shall be provided with 30 days of notice.

26.03 Extended Health Care Benefits

Employees less than one years of employment: both full and part time employees, the company pays 50% of the premium.

Full Time Employees who have completed one year of employment their employment: The company pays 65% of the premium cost and the remaining 35% of the premium is deducted from the employees in each pay period.

Part time Employees who have completed one year of employment their employment: working 20 hours or more, and less than 24 hours per week, are also qualified for the group insurance benefit. The company pays 50% of the premium cost and the remaining 50% of the premium is deducted from the employees in each pay period.

1. LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT

- a. \$40,000
- b. Deduces by 50% at age 65
- c. Terminates at age 70 Dependent Life Insurance
- d. Spouse: \$5,000, Dependent Child (from live birth): \$2,500
- e. Terminates when the employee reaches age 70

2. HEALTH CARE

- a. Employees with less than 1 year of service
 - i. Drugs:
 1. Deductible: Nil
 2. Co-insurance: 50%
 3. Drug Card, generic substitution Paramedical:

4. Deductible: Nil
5. Co-insurance: 50%

ii. Speech Pathologist and Massage Therapist:

1. \$10 / visit to maximum of \$400 / calendar year each
2. Massage Therapist requires physician referral

iii. Chiropractor, Osteopath, Naturopath, Podiatrist/Chiropodist, Acupuncturist, Clinical Psychologist, Physiotherapist:

1. \$400 / calendar year / practitioner

b. Employees with more than 1 year of service

i. Drugs:

1. Deductible: Nil
2. Co-insurance: 90%
3. Drug Card, generic substitution Paramedical:
4. Deductible: Nil
5. Co-insurance: 90%

ii. Speech Pathologist and Massage Therapist:

1. maximum of \$400 / calendar year each
2. Massage Therapist requires physician referral

iii. Chiropractor, Osteopath, Naturopath, Podiatrist/Chiropodist, Acupuncturist, Clinical Psychologist, Physiotherapist:

1. \$400 / calendar year / practitioner

c. Vision Care:

- i. Deductible: Nil
- ii. Co-insurance: 100%
- iii. Eye exams: 1 / 24 months to a maximum of \$50

1. Maximum: Employees with less than 1 year of service: \$60 / 24 months

2. All Other Employees: \$300 / 24 months, Dependent Child age 17 and under:
every 12 months

d. Orthopaedic Shoes:

i. Deductible: Nil

ii. Co-insurance: 50%

iii. Maximum – 2 pair / calendar year to a maximum of \$500

e. Out of Province / Country:

i. Deductible: Nil

ii. Co-insurance: 100%

iii. Maximum – \$5,000,000 / calendar year

iv. Duration of stay – 60 days

f. All Other Health Care:

i. Deductible: Nil

ii. Co-insurance:

1. Employees with less than 1 year of service – 50%

2. All Other Employees – 90%

iii. Private Duty Nursing: \$10,000 / calendar year to a lifetime maximum of \$25,000

iv. Hearing Aids: \$400 / 5 years

v. Termination: Age 70

3. DENTAL CARE

a. Employees with less than 1 year of service

i. Deductible: Nil

ii. Reimbursement level: Basic Services – 50%

- iii. Annual Maximum: \$1,500 / person / calendar year
 - iv. Recall exams: once every 6 months
 - v. Termination: Age 70
- b. Employees with more than 1 year of service
 - i. Deductible: Nil
 - ii. Reimbursement level: Basic Services – 90%, Major Restorative – 50%
 - iii. Annual Maximum: \$2,000 / person / calendar year (combined)
 - iv. Recall exams: once every 6 months
 - v. Termination: Age 70

26.04 The Employer shall continue to pay its portion of premiums for insured benefit plans, provided employees continue to pay their portion, as follows:

- a) While on paid leave of absence or Family Medical Leave.
- b) While on pregnancy and parental leave.
- c) While receiving WSIB for injury while in the employ of the Employer for up to twelve (12) months from the date of the injury.
- d) While absent due to illness for up to twelve (12) months from the date the leave commenced.

ARTICLE 27 – PENSION

27.01 "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 and in addition:

- I) the straight time component of hours worked on a holiday,
- II) holiday pay, for the hours not worked,
- III) vacation pay,
- IV) paid sick leave,
- V) bereavement leave,
- VI) jury duty,
- VII) negotiations and grievance meetings.

All other payments, premiums, allowances and similar payments are excluded.

"ELIGIBLE EMPLOYEE" is defined as full-time and part-time employees in the bargaining unit who have completed nine hundred and seventy-five (975) hours of service and who are not prohibited from contributing to the plan by legislation or the plan rules because of their age or because they are in receipt of a pension from the plan.

- 27.02 Effective as soon as reasonably practical following the Award (December 15, 2023) each eligible employee covered by this collective agreement shall contribute for each pay period an amount equal to two percent (2%) of applicable wages to the pension plan. The employer shall contribute on behalf of each eligible employee for each pay period, an amount equal to two percent (2%) of applicable wages to the plan.

Notwithstanding the foregoing, where an error has been made in deduction, the employer shall, upon request, make full payment on any outstanding employer contribution irrespective of whether the employee pays the matching amount.

The parties agree that this article in no way prejudices the position of either party as it relates to the retroactivity application if an error is discovered.

- 27.03 The employee and the employer contributions shall be remitted by the employer 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.
- 27.04 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 toward the costs of benefits provided by the plan or be responsible for providing any such benefits.

The union and the 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 exceed that which the employer would have if the plan were a defined contribution plan.

27.05 The Employer agrees to provide the plan to the Executive Director on a timely basis with all information required pursuant to the *PENSION BENEFITS ACT, R.S.O. 1990, CH. P-8*, as amended, which the Executive Director may reasonably require in order to properly record and process pension contributions and pension benefits.

For further specificity, the items required for each eligible Employee by ARTICLE 27.05 of the agreement are:

I) To be provided once only at plan commencement:

- date of hire
- date of birth
- date of first contribution
- Seniority list to include hours from date of hire to Employer's fund entry date (For the purpose of calculating past service credit)

II) To be provided with each remittance:

- name
- social insurance number
- monthly remittance
- pensionable earnings
- YTD pension contributions
- Employer portion of arrears owing due to error, or late enrolment by the Employer

III) To be provided once, and if status changes:

- full address as provided to the Employer by the Employee
- termination date when applicable (MMDDYY)

IV) To be provided once if they are readily available:

- gender
- marital status

27.06 The Employer agrees to be bound by the terms of the agreement and declaration of trust dated February 13, 1990 and the rules and regulations of the plan adopted by the Trustees, both as may be amended from time to time.

ARTICLE 28 – GENERAL CONDITIONS

28.01 Bulletin Board

The Employer shall provide a bulletin board which shall be placed so that all employees will have access to it and upon which the Union shall have the right to post notices of regular meetings, special meetings, seminars or Union activities.

28.02 Proper Conditions

Storage space and lockers shall be provided for employees to leave their clothing or belongings during working hours.

ARTICLE 29 – TECHNOLOGICAL CHANGES

29.01 The Employer will notify the Union at least thirty (30) days in advance of any technological or other change, which the Employer plans to introduce which will result in a layoff of the employees within the bargaining unit.

ARTICLE 30 - INTERPRETATION

30.01 Wherever the singular or masculine is used in this agreement, it shall be changed to they/them/their.

30.02 The word “employee” or “employees” as used in this Agreement shall mean the employees referred to in Article 2 of this Agreement, which employees are within the bargaining unit for which the Union is certified as the bargaining agent.

ARTICLE 31 – COPIES OF AGREEMENT

31.01 Copies of Agreement

It is agreed that the Union will prepare the Collective Agreement for signing within sixty (60) days of receiving the arbitration award or written notice of ratification and shall subsequently arrange to print sufficient copies within thirty (30) calendar days from the date it receives the signed copy of the Collective Agreement. The Union and the Employer shall share the cost of printing equally.

ARTICLE 32 - HEALTH AND SAFETY

32.01 Health and Safety Committee

- (a) The parties agree to abide by the *Occupational Health and Safety Act* and its regulations. The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the home, in order to prevent accidents, injury and illness.
- (b) The Union and Employer agree that a joint Health and Safety Committee consists of equal representation. The Union selects or appoints from amongst their bargaining unit employees their worker chair and will advise employer accordingly. Such Committee shall identify potential dangers and hazards, recommend means of improving health and safety programs and recommend actions to be taken to improve conditions related

to safety and health. The committee shall normally meet at least once a month. Scheduled time spent in such meetings is to be considered to be time worked. Minutes shall be taken of all meetings and copies shall be sent to the Employer and to the Union.

- (c) Two (2) representatives of the Joint Health and Safety Committee, one (1) from management and one (1) from the employees, shall make monthly inspections of the workplace and equipment and shall report to the Health and Safety Committee the results of their inspection. In the event of accident or injury, such representatives shall be notified immediately and shall investigate and report as soon as possible to the Committee and to the Employer on the nature and causes of the accident or injury. Furthermore, such representatives must be notified of the inspection of a government inspector and shall have the right to accompany them on any and all inspections. All time spent fulfilling the duties of the Health and Safety Committees will be considered paid time at the appropriate rate.

ARTICLE 33 – RETROACTIVITY

33.01 Increases to the salary schedule shall be retroactive. The Employer will endeavour to provide all retroactivity within forty-five (45) days of the Interest Arbitration Award and/or receiving written notice of ratification to current employees.

All retroactivity will be paid to employees on a separate cheque or itemized on an employee's regular cheque.

All former employees shall be sent notice by the Employer at their last known address and will have thirty (30) calendar days from the date the notice is sent to claim retroactive payments. Those employees shall also be notified in the letter that they have thirty (30) days from the date the letter was mailed to claim their retroactive payment and that failure to claim such payment within the prescribed time shall mean that any claim to the money has been forfeited. The Union shall receive a copy of all notices sent to former employees.

ARTICLE 34 – TERM OF AGREEMENT

34.01 Agreement Term


The term of this Agreement will be from September 23, 2023, to June 30, 2026, and will continue from year to year upon the expiration of that term unless either party gives to the other party notice in writing at least ninety (90) days prior to the expiration date in each year that it desires its termination or amendment.

34.02 Changes in Agreement

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

DATED AT TORONTO ONTARIO THIS 6th DAY OF JUNE , 2025.

FOR THE UNION:


Shellyann Doyle (Jun 17, 2025 11:18 EDT)


Joanne Smithers (Jun 9, 2025 12:28 EDT)

FOR THE EMPLOYER:



SCHEDULE "A"
Classifications and Wages

			1-Jul-23	1-Jul-24			DOR	1-Jul-25
	Step	Expired	3.50%	3.50%				3.50%
PSW:	Probationary	18.73	22.49	23.28	Probationary	23.28	23.28	24.09
	450 to 1875	19.11	22.88	23.68	450 to 1875	24.24	24.24	25.09
	Year 1	19.49	23.28	24.09	Year 1	25.21	25.21	26.09
	Year 2	19.87	23.67	24.50	Year 2	26.18	26.18	27.09
	Year 3	20.27	24.08	24.93	Year 3	27.14	27.14	28.09
	Year 4	20.68	24.51	25.37				
	Year 5	21.09	24.93	25.81	Year 9	28.11	28.11	29.09
	Year 6	21.52	25.38	26.27				
	Year 7	22.06	25.94	26.84				
	Year 8	22.67	26.57	27.50				
	Year 9	23.24	27.16	28.11				

RPN:	Probationary	24.06	24.90	25.77	Probationary	27.76	28.26	29.73
	450 to 1875	24.66	25.52	26.42	450 to 1875	28.45	28.95	30.45
	Year 1	25.27	26.15	27.07	Year 1	29.16	29.66	31.18
	Year 2	25.91	26.82	27.76	Year 2	29.89	30.39	31.93
	Year 3	26.56	27.49	28.45	Year 3	30.63	31.13	32.70
	Year 4	27.22	28.17	29.16				
	Year 5	27.9	28.88	29.89				
	Year 6	28.59	29.59	30.63				
RN:	Probationary	31.74	32.85	34.00	Probationary	34.00	36.00	37.26
	450 to 1875	32.69	33.83	35.02	450 to 1875	35.02	37.02	38.31
	Year 1	33.67	34.85	36.07	Year 1	36.07	38.07	39.40
	Year 2	34.68	35.89	37.15	Year 2	37.15	39.15	40.52
	Year 3	35.72	36.97	38.26	Year 3	38.26	40.26	41.67
	Year 4	36.79	38.08	39.41	Year 4	39.41	41.41	42.86
	Year 5	37.89	39.22	40.59	Year 5	40.59	43.59	47.11
	Year 6	39.04	40.41	41.82	Year 6	41.82	44.82	48.39
	Year 7	40.21	41.62	43.07	Year 7	43.07	46.07	49.69
Activity Coordinator:	Probationary	22.67	23.46	24.28	Probationary		24.28	25.13

	450 to 1875	23.24	24.05	24.90	450 to 1875		24.95	25.82
	Year 1	25.76	26.66	27.59	Year 1		25.61	26.51
					Year 2		26.27	27.19
					Year 3		27.59	28.56
BSRT:	Probationary	21.89	22.66	23.45	Probationary		23.45	24.27
	450 to 1875	22.44	23.23	24.04	450 to 1875		23.62	24.44
	Year 1	22.67	23.46	24.28	Year 1		23.78	24.62
					Year 2		23.95	24.79
					Year 3		24.28	25.13
Activity Aide:	Probationary	20.6	21.32	22.07	Probationary		22.07	22.84
	450 to 1875	21.02	21.76	22.52	450 to 1875		22.23	23.01
	Year 1	21.44	22.19	22.97	Year 1		22.40	23.19
					Year 2		22.57	23.36
					Year 3		22.97	23.77

LETTER OF UNDERSTANDING #1

Between

TORONTO FINNISH – CANADIAN SENIORS CENTRE O/A SUOMI-KOTI

(The Employer)

- And -

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 5475

(The Union)

RE: RECOGNITION OF PREVIOUS EXPERIENCE – RNS and RPNS ONLY

The Employer will recognize recent related experience on the basis of one (1) annual increment for each one (1) year of service up to maximum of the grid. It shall be the responsibility of a newly hired Employee to provide reasonable proof of recent and related experience within thirty (30) days of beginning employment in order to be considered for a salary increment, and if they fail to do they shall not be entitled to recognition.

NOTE: For greater clarity, recent related experiences include recent related experience out of Ontario.

DATED AT TORONTO ONTARIO THIS 6th DAY OF JUNE , 2025.

FOR THE UNION:

FOR THE EMPLOYER:


Shellyann Doyle (Jun 17, 2025 11:18 EDT)




Joanne Smithers (Jun 9, 2025 12:28 EDT)

LETTER OF UNDERSTANDING #2

Between

TORONTO FINNISH – CANADIAN SENIORS CENTRE O/A SUOMI-KOTI

(The Employer)

- And -

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 5475


(The Union)

RE: FITNESS INSTRUCTORS

Notwithstanding the Collective Agreement, the Employer shall maintain its current practice regarding compensation to the Fitness Instructors.

DATED AT TORONTO ONTARIO THIS 6th DAY OF JUNE, 2025.

FOR THE UNION:


Shellyann Doyle (Jun 17, 2025 11:18 EDT)


Joanne Smithers (Jun 9, 2025 12:28 EDT)

FOR THE EMPLOYER:



LETTER OF UNDERSTANDING #3

Between

TORONTO FINNISH – CANADIAN SENIORS CENTRE O/A SUOMI-KOTI

(The Employer)

- And -

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 5475


(The Union)

RE: HAIRDRESSER

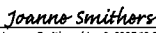
Notwithstanding the Collective Agreement, the Employer shall maintain its current practice regarding compensation to the Hairdresser.

DATED AT TORONTO ONTARIO THIS 6th DAY OF JUNE , 2025.

FOR THE UNION:




Shellyann Doyle (Jun 17, 2025 11:18 EDT)



Joanne Smithers (Jun 9, 2025 12:28 EDT)

FOR THE EMPLOYER:



LETTER OF UNDERSTANDING #4

Between

TORONTO FINNISH – CANADIAN SENIORS CENTRE O/A SUOMI-KOTI

(The Employer)

- And -

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 5475


(The Union)

RE: PAY EQUITY

Within six (6) months of written notice of ratification the parties will meet to discuss the pay equity process.

DATED AT TORONTO ONTARIO THIS 6th DAY OF JUNE , 2025.

FOR THE UNION:


Shellyann Doyle (Jun 17, 2025 11:18 EDT)


Joanne Smithers (Jun 9, 2025 12:28 EDT)

FOR THE EMPLOYER: