

# **COLLECTIVE AGREEMENT**

**MANITOULIN LODGE**

(hereinafter called the “Employer”)

And

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2368**

(hereinafter called the “Union”)

**Duration: January 1, 2025 - December 31, 2026**

**Table of Contents**

PREAMBLE ..... 1

ARTICLE 1 – RECOGNITION ..... 1

ARTICLE 2 – MANAGEMENT RIGHTS ..... 2

ARTICLE 3 – DEFINITIONS..... 3

ARTICLE 4 – NO DISCRIMINATION ..... 3

ARTICLE 5 – UNION SECURITY ..... 3

ARTICLE 6 – CORRESPONDENCE..... 5

ARTICLE 7 – LABOUR-MANAGEMENT COMMITTEE ..... 5

ARTICLE 8 – LABOUR-MANAGEMENT BARGAINING RELATION..... 5

ARTICLE 9 – COMPLAINT AND GRIEVANCE PROCEDURE..... 6

ARTICLE 10 – ARBITRATION..... 8

ARTICLE 11 – DISCHARGE, SUSPENSION AND DISCIPLINE ..... 9

ARTICLE 12 – SENIORITY..... 11

ARTICLE 13 – PROMOTIONS AND STAFF CHANGES ..... 16

ARTICLE 14 –HOURS OF WORK (FULL-TIME EMPLOYEES) ..... 17

ARTICLE 15 – OVERTIME ..... 19

ARTICLE 16 – PAID HOLIDAYS (FULL-TIME EMPLOYEES)..... 21

ARTICLE 17 – VACATION (FULL TIME EMPLOYEES)..... 23

ARTICLE 18 – SICK LEAVE (FULL-TIME EMPLOYEES) ..... 26

ARTICLE 19 – LEAVE OF ABSENCE ..... 28

ARTICLE 20 – PAYMENT OF WAGES AND ALLOWANCES..... 33

ARTICLE 21 – JOB CLASSIFICATION AND RECLASSIFICATION ..... 34

ARTICLE 22 – EMPLOYEE BENEFITS, HEALTH AND WELFARE ..... 35

ARTICLE 23 – UNIFORMS..... 39

ARTICLE 24 – GENERAL CONDITIONS..... 40

ARTICLE 25 – VALIDITY OF AGREEMENT ..... 40

ARTICLE 26 – NO STRIKES OR LOCKOUTS..... 40

ARTICLE 27 – HEALTH AND SAFETY COMMITTEE ..... 40

ARTICLE 28 – TERM OF AGREEMENT ..... 41

ARTICLE 29 – PRINTING OF CONTRACTS ..... 42

ARTICLE 30 - SHIFT PREMIUMS ..... 42

SCHEDULE "A" Manitoulin Lodge CUPE Wage Rates.....	44
SCHEDULE "B" PART-TIME .....	46
LETTER OF UNDERSTANDING RE: INSERVICE / E-TRAINING .....	47
LETTER OF UNDERSTANDING RE: TRANSFER OF SENIORITY .....	48
LETTER OF UNDERSTANDING RE: FULL-TIME EMPLOYEE VACATION BLOCKS ....	49
LETTER OF UNDERSTANDING RE PART-TIME EMPLOYEE VACATION BLOCKS .....	50
LETTER OF UNDERSTANDING RE: INFLUENZA IMMUNIZATION .....	51
LETTER OF UNDERSTANDING RE: CONTRACTING OUT IN THE DIETARY, HOUSEKEEPING, LAUNDRY OR MAINTENANCE DEPARTMENTS .....	52
LETTER OF UNDERSTANDING RE: RESIDENT ABUSE.....	53
LETTER OF UNDERSTANDING RE: MEDICAL APPOINTMENTS .....	54
LETTER OF UNDERSTANDING RE: WORKLOAD AND WORKING SHORT.....	55
LETTER OF UNDERSTANDING RE: NEW CLASSIFICATION TRIAL.....	57
LETTER OF UNDERSTANDING RE: EXTENDED SHIFTS .....	58

## **PREAMBLE**

It is the purpose of both parties to this agreement:

1. To maintain and improve harmonious relations and settle conditions of employment between the Employer and the Union.
2. To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
3. To encourage efficiency in operation
4. To promote the morale, well-being and security of all employees in the Bargaining Unit of the Union.

It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a collective agreement.

Now therefore, the parties agree as follows:

## **ARTICLE 1 – RECOGNITION**

### **1.01**

#### **(i) Bargaining Unit (Full-Time)**

The Employer recognized the Canadian Union of Public Employees and its Local 2368 as the sole and exclusive bargaining agent of all employees at Manitoulin Lodge, Gore Bay, Ontario in the District of Manitoulin, save and except professional medical staff, graduate nursing staff, supervisors and persons above the rank of supervisors.

#### **(ii) Bargaining Unit (Part-Time)**

The Employer recognizes the Canadian Union of Public Employees and its Local 2368 as the sole and exclusive Bargaining agent of all employees employed for not more than twenty-four (24) hours per week and students employed during the vacation period, of the Manitoulin Lodge, in Gore Bay, Ontario, in the District of Manitoulin, save and except supervisors, persons above the rank of supervisors, professional medical staff, graduate nursing staff and assistant administrator.

### **1.02 Part-Time and Temporary Employees**

This collective agreement is fully applicable to all full-time, part-time, temporary or casual employees unless otherwise specified.

### **1.03 No Other Agreements**

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

### **1.04 Bargaining Unit work**

Persons whose jobs are not in the Bargaining Unit shall not work on any jobs which are included in the Bargaining Unit except for the purposes of instruction, volunteers without compensation performing work normally done by volunteers, experimentation, or in emergencies when regular employees are not available and provided that the performing of the aforementioned operations in itself does not reduce the hours of work or pay of any employee.

### **1.05**

- a) The Employer will not contract out work that has normally been performed by employees of the Bargaining Unit if, as a direct result, such contracting out, a lay-off of those employees other than casual, part-time employees results.
- b) Contracting out to an employer who is organized and who will employ any laid off employees with similar terms and conditions of employment, is not to be considered a violation of this article.

## **ARTICLE 2 – MANAGEMENT RIGHTS**

**2.01** The Union acknowledges and agrees that it is the exclusive right and power of the Employer, subject to the terms and provisions of this agreement to:

1. Hire, discharge for just cause, direct, classify, transfer, promote, demote, layoff, suspend or otherwise discipline employees.
2. Maintain order, discipline and efficiency and make, enforce and alter from time to time, rules and regulations to be observed by all employees, provided that such rules and regulations are not inconsistent with the provisions of this agreement.
3. Generally to manage and operate the enterprises in which the Employer is engaged in all respects and in accordance with its obligations and without restricting the generality of the foregoing, the location of machines and equipment to be used, the location and number of employees required from time to time, the qualifications of employees, the sub-contracting of work, the extension, limitation, curtailment or cessation of operations, and all other matters concerning the employer's operations not otherwise specifically dealt with elsewhere in this agreement.
4. To determine and establish standards, policies and procedures for the care, welfare, safety and comfort of the residents of the Lodge.

## **ARTICLE 3 – DEFINITIONS**

- 3.01** Full-Time Employee is an employee who has successfully completed their probationary period as set out in Article 12.02 and regularly works for more than twenty-four (24) hours per week.
- 3.02** Probationary Employee is an employee who is serving a probationary period as set out in Article 12.02 (ii) prior to being considered as a full-time or part-time employee
- 3.03** Part-Time Employee is an employee who is regularly employed for not more than twenty-four (24) hours per week and has completed their probationary period as set out in Article 12.02 (ii).
- 3.04** Temporary Employee is an employee hired for a period of no longer than four (4) consecutive months in the service of the Employer. A temporary employee shall not establish seniority except when such an employee remains in the employment of the Employer for a period of more than four (4) consecutive months and is retained as a full-time or part-time, or casual employee. A temporary employee's employment may be extended beyond the four (4) months by mutual written agreement with the Union. Should the Union and the Employer agree to the above noted extension, and the Employer retains the temporary employee beyond this temporary period, then they shall automatically rank as a full-time or part-time or casual employee. For such an employee, their seniority shall then be established from their latest date of consecutive service with the Employer.
- 3.05** Students – The Employer is entitled to employ students as temporary employees during their school vacation period. The wages in Salary Schedule “B” shall be applicable.

## **ARTICLE 4 – NO DISCRIMINATION**

- 4.01** The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, place of residence, or in accordance with the Ontario Human Rights Code, nor by reason of membership or activity in the Union.

## **ARTICLE 5 – UNION SECURITY**

- 5.01** All employees save and except those excluded under Article 1.01, as a condition of continued employment, shall become and remain members in good standing of the Union. All future employees shall, as a condition of continued employment, become and remain members in good standing in the Union immediately following completion of their probationary period as set out in Article 12.02.

**5.02** The Employer shall deduct from every employee any dues, initiation fees, or assessments levied in accordance with the Union Constitution and By-Laws.

**5.03**

1. Dues 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 the following information for all employees from whom dues, initiation fees or assessments have been deducted: name, employment status (such as full-time, part-time, or temporary), classification, hourly rate of pay, hours worked and amount deducted. The Employer will also provide the Union with a list of the names and addresses of the employees terminated during the month, a copy of this list shall also be forwarded to the Local Union Secretary Treasurer.

The Union shall indemnify and save the Lodge harmless with respect to all Union dues, fees and assessments so deducted and remitted.

2. The Employer will provide the Union semi-annually with a list of all of the employees in the Bargaining Unit. The list will include the employee's name, classification, employment status (such as full-time, part-time, or temporary) and the employees personal address and phone number contact information that is on record with the Employer (i.e. home address, personal email address, phone numbers).

**5.04** The Employer will report the yearly amount of union dues paid by each employee on the employee's T-4 slip.

**5.05** The Union will submit in writing, the Union dues structure to be deducted from Employees as well as any initiation fees or assessments. The Union shall give the Employer thirty (30) days written notice of any changes of dues, fees or assessments.

**5.06** NEW EMPLOYEES

- a) The Employer agrees to acquaint new employees with the fact that a Union Collective Agreement is in effect and will inform them of the conditions of employment set out in the articles dealing with Union Security and Dues.
- b) The Employer agrees that a Local Union representative will be given the opportunity to interview each newly hired employee once during the employee's first week of employment, for the purpose of advising such employee of the existence of the Union and their rights and obligations under the terms of the Collective Agreement. Such interview may take place on the Employer's premises at a time and location designated by the Employer for such interview and shall not exceed twenty (20) minutes in duration.

- c) The Union shall be notified of the name, classification and employment status (such as full-time, part-time, or temporary) and start date of all employees hired into the Bargaining Unit. The Employer will make all reasonable efforts to advise the Union of this information prior to their first date of work.

## **ARTICLE 6 – CORRESPONDENCE**

- 6.01** All correspondence between the parties arising out of this agreement or incidental thereto shall pass to and from the Administrator and the Secretary of the Union.

## **ARTICLE 7 – LABOUR-MANAGEMENT COMMITTEE**

- 7.01** A Labour-Management Committee shall be established consisting of two (2) representatives of the Union and two (2) representatives of the Employer. The committee shall enjoy the full support of both parties in the interest of improved service to the public and job security for the employees.
- 7.02** The committee shall meet to discuss and if possible, provide understanding of points of mutual interest between the parties, it being understood that such committee shall have no right to usurp the power of the negotiation or grievance committee. Suitable subjects for discussion include workload issues.
- 7.03** An agenda for items for discussion shall be circulated prior to the meeting. The committee shall meet once a month, or as needed, at a mutually agreeable time and place. Employees shall suffer no loss in pay for the attendance at Labour-Management Committee meetings.
- 7.04** Minutes of each meeting of the committee shall be prepared and signed by the chairperson as promptly as possible after the close of the meeting. The Union, the CUPE Representative and the Employer shall receive a signed copy of the minutes within a reasonable period of time.

## **ARTICLE 8 – LABOUR-MANAGEMENT BARGAINING RELATION**

- 8.01** The Employer shall not bargain with or enter into any agreement with any employee or group of employees in the Bargaining Unit. No employee or group of employees shall undertake to represent the union at meetings with the employer without proper written authorization of the union. In order that this may be carried out, the union will supply the Employer, in writing, the names of its officers.
- 8.02** The Union Bargaining Committee shall be elected or appointed and consist of not more than three (3) members of the Union. The Union will advise the Employer, in writing, of the Union Nominees to the committee.

**8.03** The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representatives(s) must obtain permission from the Employer in order to have access to the Employer's premises and such permission shall not be unreasonably withheld.

**8.04** In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement.

**8.05** An employee who is a member of the negotiating committee shall be paid their regular rate for all regular hours lost due to attending direct negotiation meetings with the Employer up to and including conciliation.

Part-time employees who are members of the Committee shall be paid on the following method; number of hours worked in past sixty (60) calendar days divided by the number of days worked in the past sixty (60) days equals number of hours paid.

**8.06** The Employer shall have the right to request the presence of a representative of the Canadian Union of Public Employees when dealing or negotiating with the Union.

## **ARTICLE 9 – COMPLAINT AND GRIEVANCE PROCEDURE**

### **Complaint Procedure**

#### **9.01**

- a) It is the mutual desire of the parties hereto that complaints of the Employer or employee shall be adjusted as quickly as possible, it being understood that an employee has no grievance until they have first given the immediate supervisor an opportunity of adjusting the complaint.
- b) If an employee has a complaint, she, who may request the assistance of the steward, shall discuss it with the immediate supervisor within seven (7) working days after the circumstances giving rise to the complaint have occurred or ought reasonably have come to the attention of the employee. The immediate supervisor shall reply within seven (7) working days. Failing settlement, the grievance may be lodged by the employee within seven (7) working days, following the reply of the supervisor.

### **Grievance Procedure**

#### **9.02 Definition of a grievance**

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

- 9.03** In order to provide an orderly and speedy procedure for the settling of the grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The steward may assist any employee which the steward represents, in preparing and presenting this grievance in accordance with the grievance procedure.
- 9.04** The Union shall notify the Employer in writing, of the name of each Steward and the name of the Chief Steward, before the Employer shall be required to recognize them. The Union may appoint a maximum of four (4) stewards, one of whom shall be the Chief Steward.
- 9.05** A Union Steward must obtain permission from their immediate Supervisor before absenting themselves from their place of duty in order to deal with grievances and such permission shall not be unreasonably withheld. Time spent by stewards at grievance meetings shall be without loss of pay.
- 9.06** All agreements reached under the grievance procedure between the representatives of the Lodge and the representative of the Union will be final and binding upon the Lodge and the Union and the employee or employees involved.

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

STEP # 1

The aggrieved employee accompanied by their steward shall first take the written grievance to the applicable department head, within seven (7) working days of failure of settlement under the complaint procedure.

The nature of the grievance and the remedy sought shall be set out in the grievance.

The department head shall reply in writing within seven (7) working days of the presentation.

STEP # 2

Failing satisfactory settlement of Step #1, the Union Grievance Committee may within seven (7) working days proceed to Step #2 by taking written grievance to the administrator or their designate. A meeting between the administrator or their designate and two (2) members of the Union Grievance Committee who may have the assistance of a National Representative should they so desire, shall be arranged within seven (7) working days of the presentation, unless mutually agreed otherwise. A written answer from the Administrator or her their designate shall be given within seven (7) working days of the meeting. Failing satisfactory settlement of the grievance at Step #2, then within ten (10) working days of receipt of the reply, arbitration may be invoked.

**9.07** The Union and the Employer shall have the right to submit a policy grievance within fifteen (15) working days of the occurrence arising directly between the Employer and the Union as the interpretation, application or alleged violation of this agreement. Policy grievances shall be submitted in writing by either Party and dealt with as a grievance commencing at Step #2 of the grievance procedure.

**9.08** Group Grievance

Where a number of employees have identical grievances and each employee would be entitled to grieve separately they may present a group grievance in writing identifying each employee who is grieving to the Department Head or designate within fifteen (15) working days after the circumstances giving rise to the grievance have occurred or ought reasonable 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.

**9.09** Time Limits

Failure on the part of the griever to observe the time limits set out in the grievance or arbitration procedure shall be deemed to be an abandonment of the grievance, and failure on the part of the respondent to observe the time limits shall permit the griever to move to the next step in the grievance procedure. The time limits set out in the grievance and arbitration procedures are mandatory subject to section 48 (16) of the *Labour Relations Act*. The time limits referred to in this article may be extended by mutual agreements of the parties.

**9.10** Any mutually agreed changes to this Collective Agreement shall form part of this Collective Agreement and are subject to the grievance procedure and arbitration procedure.

**ARTICLE 10 – ARBITRATION**

**10.01** Composition of Board of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the agreement within thirty (30) days of the answer at Step #2 or within thirty (30) days of the date of the answer should have been received, indicating the name of its nominee to the Arbitration Board. Within ten (10) days thereafter, the other party shall answer by registered mail indicating the name and address of its appointee to the Arbitration Board. The two (2) arbitrators shall then select an impartial chairperson.

- 10.02** If the party receiving the notice fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon a chairperson within ten (10) days of their appointment, the appointment shall be made by the Office of Arbitration, Ministry of Labour, upon request, by either party. Nothing in this agreement shall prevent the parties to this agreement from agreeing on a single arbitrator to hear and decide any matter which may be referred to arbitration. If the parties agree to the use of a single arbitrator, then the cost of such arbitrator shall be shared equally by the parties.
- 10.03** The decision of the majority shall be the decision of the board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties and may not be changed. The Board of Arbitration shall not have the power to change this agreement or to alter, modify or amend any of its provisions, however, the Board shall have the power to dispose of a grievance by an arrangement which it deems just and equitable.
- 10.04** Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision.
- 10.05** Each party shall pay:
- 1) the fees and expenses of their own nominee and witnesses.
  - 2) one-half (1/2) of the fees and expenses of the chairperson.
- 10.06** Notwithstanding Articles 10.01 – 10.05, either party shall have the option of requesting a single arbitrator as provided for in the *Ontario Labour Relations Act*.

## **ARTICLE 11 – DISCHARGE, SUSPENSION AND DISCIPLINE**

- 11.01** A claim by an employee who has completed their probationary period, that they have been unjustly discharged, suspended or disciplined, shall be treated as a grievance provided such grievance is lodged with the Employer within seven (7) working days after the discharge, suspension or discipline. Such grievances shall be initiated at Step #2 of the grievance procedure. All matter of discharge, suspension and discipline shall be reduced to writing with a copy to the employee concerned and the Union.
- 11.02** Only in cases of discharge, suspension and discipline but not otherwise, the burden of proof or just cause shall rest with the Employer. Such employee and the Union shall be advised promptly in writing by the Employer of the reason for the discharge, suspension or discipline.

### **11.03**

- a) Whenever the Employer deems it necessary to censure an employee in a manner indicating that dismissal may follow any further infraction or may follow if such employee fails to bring their work up to a required standard by a given date, the Employer shall, within ten (10) days thereafter, give written particulars of such censure to the Secretary of the Union with a copy to the employee involved.

b) Imposition of Discipline

Where the Employer becomes aware of an incident or situation which could give rise to discipline of an employee(s) within the Bargaining Unit, the Employer will investigate and make a determination in a reasonably expeditious manner, taking into consideration such factors as the availability of individuals and documents necessary to the investigation, as well as the nature, scope and complexity of the investigation that is required.

### **11.04 Access to Personnel File**

Once per calendar year, an employee may request, with reasonable notice to the Employer, to view the contents of their personnel files, including any evaluation forms and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record. The employee shall have the right to have a Steward present and viewing of the personnel file shall be in the presence of the Administrator or designate. An employee shall be provided with a copy of items from the personnel file upon request at a reasonable cost.

- 11.05** At the time formal discipline is imposed or at any step of the grievance procedure, an employee shall have the right upon request to the presence of his/her steward. It is understood that if a steward is unavailable when an employee is being formally disciplined that the employee may have a representative of their choice.

In the case of suspension or discharge, the Employer shall notify the employee of this right in advance.

### **11.06**

a) Letters of Reprimand

Letters of reprimand are to be removed from an employee's personnel file after twelve (12) months from the date of discipline, provided that the employee has remained discipline free during that period, except in the case of incidents involving resident abuse in which case the record will remain on file if the complaint is not reversed through settlement or arbitration.

b) Suspension

Records of suspension are to be removed from an employee's personnel file after eighteen (18) months from the date of discipline, provided that the employee has remained discipline free during that period, except in the case of incidents involving resident abuse in which case the record will remain on file if the complaint is not reversed through settlement or arbitration.

## **ARTICLE 12 – SENIORITY**

### **12.01 Seniority Defined**

Seniority is defined as the length of continuous service in the Bargaining Unit since the last date of hire. Seniority shall be used for preference or priority for promotions, transfers, demotions, layoff, and recalls when the employee concerned has the required ability, experience and qualifications for the job.

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 Employer, both seniority and service will accrue.
- b) During an unpaid absence exceeding thirty (30) continuous calendar days other than an absence under the pregnancy/parental provision, credit for service for purposes of salary increment, vacation, sick leave or any other benefits under any provision of the Collective Agreement or elsewhere, shall be suspended, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefits in which they are participating for the period of the absence.
- c) It is further understood that during such unpaid absence, (as in (b) above), credit for seniority for purposes of promotion, demotion, transfer or layoff shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue for a period of twenty-four (24) months if an employee's absence is due to a disability as defined under the Ontario Human Rights Code or resulting in WSIB status.

## **12.02**

### **(i) Probationary Period (Full-Time Employees)**

- a) All new employees shall be considered probationary employees until they have performed sixty (60) days of work, four hundred and fifty (450) hours with the Employer.
- b) During the probationary period, employees shall not accumulate seniority and shall not be entitled to benefits of the grievance procedure in discharge cases contained in this agreement.
- c) Upon completion of the probationary period, an employee's seniority shall be dated from this most recent hiring date with the Employer

### **(ii) Part-Time Employee Probationary Period**

- a) Newly hired employees shall be considered probationary employees until they have worked four hundred and fifty (450) regular hours.
- b) Upon completion of the probationary period, an employee's seniority shall be dated from their most recent hiring date with the Employer.
- c) Effective July 1, 2002, seniority for part-time employees shall accrue on the basis of regular hours worked, e.g. 1800 hours equals one year of seniority.

Effective commencing in the 2018 calendar year, and every calendar year thereafter, a part-time employee can not accrue more than 1800 hours, one year of seniority, in a calendar year. It is understood that this applies to the accrual of seniority and not to the accrual of service for vacation and wage grid progression.

## **12.03 Seniority List**

The Employer shall prepare and maintain one (1) blended seniority list. This list shall include full time employees showing the employee's seniority date and for part time employees showing the number of hours worked and their adjusted seniority date as calculated in accordance with article 12.02 (ii) (c).

This list shall be posted on the bulletin board upon the conclusion of the pay periods ending closest to April 15<sup>th</sup> and October 15<sup>th</sup>. During the first thirty (30) calendar days of the posting, employees shall have an opportunity of questioning their own individual seniority standing and if an amendment is deemed necessary, the amendment as posted shall be deemed to be correct and final. A copy of such lists shall be forwarded to the Union.

#### **12.04 Department**

- a) Nursing

#### **12.05 Break in Seniority**

An employee shall lose all seniority and shall be deemed to have quit the employ of the Employer if the employee:

- a) Voluntarily resigns
- b) Retires
- c) Is discharged for just cause and is not reinstated
- d) An employee overstays a permitted leave of absence without sufficient cause or without notifying the Employer, unless such was not reasonably possible
- e) Utilizes a leave of absence for the purposes other than those which the leave may have been granted
- f) Is absent from work without permission for three (3) or more consecutive working days in any calendar year
- g) Is laid off for a period of more than twenty-four (24) months
- h) Is absent from work due to legitimate illness, compensable or non-compensable injury for more than twenty-four (24) months

This clause 12.05 (h) shall be interpreted in a manner consistent with the provisions of the Ontario Human Rights Code.

#### **12.06 Lay-offs and Recalls**

- 1) Lay-offs under the provision of this Collective Agreement shall include the reduction of daily or bi-weekly hours of any full-time or part-time employee.
- 2) In the event of proposed lay-off of a permanent or long-term nature of thirteen calendar weeks or more, the Employer will:
  - a) In the event of a proposed lay-off of a permanent nature of thirteen (13) weeks or more the Employer will provide the Union with at least eight (8) weeks notice. This notice is not in addition to the required notice for individual employees.
  - b) In the event of a lay-off of a permanent nature of thirteen (13) weeks or more, the Employer will provide affected employees with notice in accordance with the *Employment Standards Act*. However, the *Employment Standards Act*, will be deemed to be amended for the purpose of this Agreement so as to provide an affected employee with notice as follows:

- If service is greater than 9 years – 9 weeks notice
  - If service is greater than 10 years – 10 weeks notice
  - If service is greater than 11 years – 11 weeks notice
  - If service is greater than 12 years – 12 weeks notice
- c) meet with the Union through the Labour Management committee to review the reasons and expected duration of the lay-off, and 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 will take precedence over other terms of lay-off and related provisions in this Collective Agreement.

### 3) Lay-Off Procedure

Both parties recognize that job security should increase in proportion to length of service. Therefore,

- a) In the event of lay-offs-the Employer shall lay-off employees in the reverse order of their seniority within their classification, provided that there remain on the job employees who have the ability and qualifications as required by law to perform the work.
- b) An Employee who is subject to lay-offs shall have the right to either:
- i. Accept the lay-off; or
  - ii. Displace an employee who has lesser Bargaining Unit seniority in a lower or identical paying classification in the Bargaining Unit if the employee originally subject to lay-off is qualified for and can perform duties of the lower or identical paying classification without training other than orientation, such employee so displaced shall be laid off.
- c) It is understood that the displaced employee has the options as per (b) above
- d) Employees exercising an option under (b) or (c) above shall notify the Employer within four (4) calendar days of their intention. Failure to do so will be deemed as acceptance of lay-off.

### Recall Rights

- 4) An employee shall have the 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.

- i) No new employees shall be hired until all those laid off have been given the 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.

Notwithstanding the above, it is understood that the posting provision under Article 13.01 will be completed prior to recalling employees from layoff.

- ii) It is the sole responsibility of the employee who has been laid off work to notify the Employer with 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 to work. The employee will be solely responsible for their proper address being on record with the Employer.
- 5) Grievances concerning lay-offs and recalls shall be initiated at Step #2 of the grievance procedure.

#### **12.07 Portability of Seniority**

When an employee is transferred from part-time to full-time status, their seniority shall be converted from hours and a seniority date established and when a full-time employee is transferred to part-time status, their seniority shall be converted to hours and credited with eighteen hundred hours for every one (1) year of seniority from their most recent date of hiring, with all time worked in excess of the equivalent being pro-rated at the time of transfer. Part-time employees, who become full-time employees, shall have all regular hours worked as part-time applied to their probationary period and vice versa. Each unit of seventy-five (75) hours will equal two (2) weeks of full-time seniority.

Effective July 1, 2002, an employee who transfers from part-time to full-time shall receive credit for their full seniority and service on the basis of one (1) year of seniority for each eighteen hundred (1800) hours worked within the Bargaining Unit. Any time worked in excess of an equivalent shall be pro-rated at the time of the transfer from part-time to full-time status. Commencing in the 2018 calendar year, the credit for seniority for a part-time employee who transfers to full-time is subject to 12.02 ii) c).

#### **12.08 Transfers Out of Bargaining Unit**

No employee shall be transferred to a position outside the Bargaining Unit without their consent. If an employee is transferred to a position outside the Bargaining Unit, they shall retain their seniority accumulated to the date of leaving the Unit, but will not accumulate any further seniority. After one (1) year the employee transferring outside the Bargaining Unit will lose seniority rights within the Bargaining Unit.

**12.09** No full-time employee shall be laid off due to his/her duties being assigned to a part-time employee.

## **ARTICLE 13 – PROMOTIONS AND STAFF CHANGES**

### **13.01**

- 1) Where a permanent vacancy occurs or a new position is created in the Bargaining Unit or a temporary vacancy of more than six (6) weeks is anticipated or expected, which the Employer requires to be filled, the Employer will post notice of such permanent vacancy, new position or temporary vacancy on the main bulletin board for seven (7) calendar days in order that any interested employee may apply. A new vacancy created as a result of the operations of this provision need only be posted for three (3) days, unless expected or anticipated to be more than six weeks' duration.

Temporary vacancies anticipated to be less than six (6) weeks duration shall not be posted, unless otherwise agreed between the employer and the union. In the case of temporary vacancies of less than six (6) weeks, the Employer will endeavour to distribute shifts as equally as possible.

- 2) A copy of the posting shall be forwarded to the Union.
- 3) For job postings, the Employer will use seniority by classification.

**13.02** The successful applicant shall be notified within one (1) week following the end of the posting period. They shall be placed on a trial period for a period of up to forty-five (45) working days. Conditional on satisfactory service, the employee shall be declared permanent after the period of forty-five (45) days.

In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, they shall be returned to their former position, wage or salary rate and without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority.

### **13.03**

- a) An employee other than a part-time who does not have a regular line rotation, may apply successfully for a maximum of two (2) temporary job postings in any calendar year. It is further agreed that an employee in a temporary position may only successfully bid for another temporary position if it is a position with more hours than the employee is currently scheduled or the temporary position is for a longer period of time than the temporary position that the employee is currently filling.

- b) Notwithstanding a) above, it is agreed that a part-time employee may successfully bid on a third (3rd) temporary posting if it is a temporary full-time vacancy.

## **ARTICLE 14 –HOURS OF WORK (FULL-TIME EMPLOYEES)**

### **14.01 (i)**

- a) The normal hours of work shall be seven and one-half (7 ½) hours per day, exclusive of one-half (½) hour meal period. The normal hours of work per week shall be thirty-seven and one-half (37 ½) hours.
- b) No employee shall be scheduled to work more than six (6) consecutive days without the consent of the employee. If such employee does work more than six (6) consecutive days, they shall be paid overtime rate at one and one-half (1 ½) times their normal rate of pay for all time worked in excess of such six (6) consecutive day period.
- c) Full-time employees shall be scheduled for at least every other weekend off, and for an average of two (2) days off per week.

### **14.01 (ii) Hours of Work (Part-Time Employees)**

Wherever possible part-time employees shall be scheduled for one (1) weekend off in every three (3), but at least one (1) weekend off in every four (4). A weekend being defined as commencing at the end of the evening shift Friday and continuing for forty-eight (48) hours.

- 14.02** When an employee is required to change shifts, sixteen (16) hours shall be allotted between shifts. If however, an employee is required to report on the second shift less than sixteen (16) hours after finishing the first shift, the employee shall be paid overtime rate for the period worked before the sixteen (16) hours time allotted for shift change has expired. The time and one-half (1 ½) penalty shall not apply nor shall it be paid where the scheduling change is necessitated by the absence of employees from work due to emergencies beyond the control of the Employer.

- 14.03** Shift schedules shall be posted and all changes thereto. The Employer will post shift schedules two weeks in advance to cover a period of four (4) weeks. The employees who are to be affected by the schedule change shall be notified of the changes by their respective supervisor. Where three (3) days notice of change in shift schedule is not given to the employee, they shall be paid overtime at the rate of time and one-half (1 ½) for the first day worked. Such overtime shall not be paid where a shorter period than three (3) days notice is necessitated for schedule change due to the absence from work of employees due to illness, accident, bereavement, personal emergency, or leave of absence.

- 14.04** There shall be no split shift.

#### **14.05 Paid Rest Period**

An employee shall be permitted a rest period of fifteen (15) minutes in both the first and second half of a shift in an area made available by the Employer.

#### **14.06 Mutual Exchange**

Employees shall be allowed the trading of days off or of shifts with another employee of their own classification subject to the approval of the immediate supervisor. Such mutual exchange shall be in writing and shall not require the Employer to pay overtime rates of pay or other premium pay set out elsewhere in this agreement. Employees must submit their completed written shift exchange request at least five (5) days in advance of the first affected shift except in those extenuating circumstances where it is not possible to provide such advance notice, in which case the employee will provide as much advance notice as is possible.

#### **14.07**

- a) Call-in shifts will be offered to part-time employees on a rotational basis, rotating on the basis of their seniority by classification. It is understood that call-in shifts will not be offered to part-time employees for whom working the shift will result in payment at the overtime rate.
- b) In order to maintain their employment status, a part-time employee who does not have a regular line rotation must satisfy each of the following work conditions:
  - i) The employee must pick up a minimum of two (2) shifts per month, when called in, in accordance with 14.07 a) above. It is understood that consideration will be given to extenuating circumstances.
  - ii) In addition to the employee's obligation under i) above to pick up a minimum of two (2) shifts, the employee must also be available to work at least an extra two (2) shifts at either Christmas or New Year's as required by the Employer, with the days at Christmas being Christmas Eve and Christmas Day and the days at New Year's being New Year's Eve and New Year's Day.

14.08 Special employee requests for a specific day(s) off must be submitted in writing to the Department Head or designate at least one (1) week in advance of the posting of the applicable schedule.

## **ARTICLE 15 – OVERTIME**

### **15.01**

- a) The Employer shall pay time and one-half ( 1 ½ ) times the normal rate of pay for all hours worked in excess of seven and one-half ( 7 ½ ) hours in any one (1) day. Overtime pay shall also be paid to any employee who works in excess of seventy-five (75) hours in a two (2) week period. The work week shall be deemed to commence at 10:30 p.m. on Sunday of each week. The Employer shall give as much advance notice of overtime as is reasonably practicable. Overtime shall be distributed as equally as possible amongst those employees who normally perform the work in question, taking into consideration their availability and the wishes of the employees.
- b) The Employer and the Union recognize that overtime is voluntary; therefore, the Employer shall continue its practice of requesting overtime from the employees who normally perform the work.

Where the Employer has been unable to fill a shift through the call-in process at straight time wages and the Employer decides to fill the shift through the offer of overtime, the Employer will first offer the overtime shift as a voluntary overtime shift to full-time and part-time employees. Where no full-time or part-time employee is willing to perform the voluntary overtime and the overtime is required by the Employer in order to ensure the continued delivery of essential services to the residents then the Employer will assign the overtime to employees within the affected classification in the reverse order of seniority on a rotational basis within a week, with the rotational assignment being invoked in the following circumstances:

- i) Where the least senior employee has worked two mandatory overtime shifts in the week, then the next mandatory overtime shift(s) will be assigned to the next least senior employee, and so on, on a rotational seniority basis;
- ii) Where the assignment of a mandatory overtime shift will result in the employee working mandatory overtime shifts on two consecutive calendar days with the week, the shift will then be assigned to the next least senior employee and so on, on a rotational seniority basis;
- iii) Where the Employer has exhausted the rotational assignment under i) and ii) and still has mandatory overtime shifts to assign in the week, then the assignment will commence again in the reverse order of seniority on a rotational basis following the same principles set out in i) and ii) for the remaining overtime shifts.

The Employer will not arbitrarily invoke mandatory overtime before the application of Plan B for the day and evening shifts.

It is understood that where an employee has worked a full 7.5 hour shift, the employee will not be assigned to work more than four hours (4) of overtime. To effect this, it is understood and agreed that the Employer will first offer the remaining four (4) hours of overtime as voluntary overtime to full-time and part-time employees who would be reporting on the subsequent shift and if there are no employees who accept the voluntary overtime, the Employer may assign the remaining four (4) hours of overtime to the junior employees who would be reporting on the subsequent shift to the overtime shift within the affected classification in reverse order of seniority on a rotational basis following the same principles set out in i), ii) and iii) above, thereby requiring such employees to report early and work overtime ahead of their shift and such employees agree to work the overtime.

**15.02** No layoff shall compensate for overtime and employees shall not be required to layoff during regular hours to equalize any overtime worked.

**15.03** Call Back

Where an employee is called back to work after having left the Lodge and before commencing their next regularly assigned shift, they shall be given a guaranteed minimum of two (2) hours pay at time and one-half (1 ½ ) their regular rate of pay for such call back.

**15.04** Full-Time Employees Only

Instead of cash payment for overtime, an employee may choose to receive time off at the appropriate overtime rate at a time selected by mutual agreement between the employee and supervisor concerned.

Employees may accumulate and bank up to a maximum of two (2) compensating overtime lieu days at any time. Accumulated compensating overtime lieu days shall not be used for the purpose of extending vacation. Unless the Employer agrees otherwise, accumulated compensating overtime lieu time must be taken between January 8<sup>th</sup> and December 15<sup>th</sup> of the year in which it is accumulated failing which it will be paid out. Employees who wish to utilize a compensating overtime lieu day shall make their request in writing at least two weeks in advance of the next posting of the schedule in which their requested compensating overtime lieu day occurs. The scheduling of lieu days shall be finally determined by the Employer giving due consideration for the safe and efficient operation of the nursing home. Such requests shall not be unreasonably denied.

**15.05** Schedule of Overtime Pay

It is understood and agreed that overtime must be authorized by the Employer.

**15.06** The Employer will provide an employee with a free meal in the following circumstances:

- i. The Employer requires the employee to work mandatory overtime of at least three (3) hours duration;
- ii. The Employer calls an employee and offers the employee a call-in shift within one (1) hour or less of the start of the shift and the employee accepts the call-in shift;
- iii. The employee has worked a full 7.5 hour shift and has agreed to work an additional four hours of overtime thereafter.

**ARTICLE 16 – PAID HOLIDAYS (FULL-TIME EMPLOYEES)**

**16.01** The Employer recognizes the following as paid holidays:

New Year’s Day	August Civic Holiday
Good Friday	Labour Day
Victoria Day	Thanksgiving Day
Dominion Day	Remembrance Day
Boxing Day	Christmas Day
Family Day (3 <sup>rd</sup> Monday in February)	1 Float Day

**16.02**

- a) An employee shall receive their regular straight time hourly rate of pay for seven and one half (7 ½) hours for each of the above named holidays without being required to perform work. To be eligible for pay on the above named holidays, an employee must have reported for work on the last regular scheduled workday prior to the holiday and the first regular scheduled workday following the holiday unless the employee has been excused with the permission of the Employer, or on approved sick leave or vacation. An Employee who is scheduled to work on the holiday and who does not report for work shall lose all entitlement to holiday pay, unless the employee has been excused with the permission of the Employer, or is on approved sick leave or vacation.
- b) Employees who regularly work seven (7) hours each day shall receive their regular straight time hourly rate of pay for seven (7) hours for each of the above named holidays without being required to perform work. To be eligible for pay on the above named holidays, an employee must have reported for work on the last regular scheduled workday prior to the holiday and the first regular scheduled workday following the holiday unless the employee has been excused with the permission of the Employer, or on approved sick leave or vacation.

**16.03** If an employee works on one (1) of the above noted holidays, they shall be paid time and one-half (1 ½) times their regular hourly rate of pay for all time worked and, in addition, if they qualify for holiday pay under Article 16.02, may elect:

- i) Holiday pay in the amount of their regular day's pay as outlined in 16.02, or
- ii) A lieu day off with pay calculated in accordance with i) above, to be taken within sixty (60) days following the holiday on a day mutually satisfactory to the employee and the Department Head.

It is understood that the full-time employee must advise their Department Head in writing at least two weeks prior to the posting of the schedule in which a holiday(s) falls whether they elect i) or ii) above for any holiday(s) for which they may qualify during the schedule, and where they elect a lieu day option, the date(s) upon which they wish to take the lieu day. Where the employee fails to so advise the Department Head they will be deemed to have accepted the option of payment of the holiday pay under i) and they will be paid out holiday pay if they so qualify.

There shall be no pyramiding of premium pay, overtime pay, sick leave pay, and paid holiday pay.

**16.04** In the event that one (1) or more of the paid holidays occur during an employee's annual vacation, they shall be allowed the extra days off with pay at a time of mutual agreement between the employee and the supervisor concerned, or a day's pay in lieu of the paid holiday at the discretion of the employee.

**16.05** For the purpose of clarity, the paid holiday shall be the twenty-four (24) hour period beginning with the shift commencing following the evening shift preceding the paid holiday and ending at the end of the evening shift on the holiday.

**16.06** Paid Holiday (Part-Time Employees)

If a part-time employee works on one of the fixed holidays listed in Article 16.01, they shall receive time and one-half (1 ½) times their regular hourly rate of pay for all time worked.

**16.07** There shall be no pyramiding of premium pay, overtime pay, sick leave pay, and paid holiday pay.

**16.08** The float holiday will be taken on a date that is mutually satisfactory to the full-time employee and their Department Head or designate. It is understood that the float holiday will not be granted during the period of December 15th of one year and January 8th of the following year. A float holiday cannot be carried over into the next year. A full-time employee must submit their request for the float holiday in writing to their Department Head or designate at least two (2) weeks prior to the posting of the schedule in which the requested float holiday falls.

## **ARTICLE 17 – VACATION (FULL TIME EMPLOYEES)**

- 17.01** Each employee covered by this agreement who has been continuously employed for less than one (1) year will receive vacation pay in the amount of four (4%) percent of total earnings. Such employees will receive one (1) day's vacation per month to a maximum of ten (10) days for the vacation year.
- 17.02** Employees with one (1) or more years of service will receive two (2) weeks of vacation with pay based on four (4%) percent of total earnings.
- 17.03** Employees with three (3) or more years of service will receive three (3) weeks of vacation with pay based on six (6%) percent of total earnings.
- 17.04** Employees with eight (8) or more years of service will receive four (4) weeks of vacation with pay based on eight (8%) percent of total earnings.
- 17.05** Employees with fifteen (15) years or more of service will receive five (5) weeks of vacation with pay based on ten (10%) percent of total earnings.
- 17.06** Employees with twenty-five (25) years of service or more will receive six (6) weeks of vacation with pay based on twelve (12%) percent of total earnings.
- Effective April 2020, employees with twenty-three (23) years of service or more will receive six (6) weeks of vacation with pay based on twelve (12%) percent of total earnings.
- 17.07** Employees with twenty-eight (28) years of service or more will receive seven (7) weeks of vacation with pay based on fourteen (14%) of total earnings.

## **ADMINISTRATIVE VACATION RULES APPLICABLE TO ALL EMPLOYEES**

### **17.08**

- a) It is agreed that under normal conditions, fifty (50) percent of the employees shall have Christmas Day and the remaining fifty (50%) percent shall have New Years Day off work. This shall be done by mutual consent of the employees.

- b) The Employer will endeavor to schedule an employee off for three (3) days at either Christmas or New Year's, on an alternating basis from year to year, upon the written request of the employee. Such written requests must be submitted to the Employer by no later than November first in each year. The Employer shall post the Christmas – New Year's preferred selection request list by no later than October 1 in each year. Employees shall be notified by December 1 of each year which holiday they shall be entitled to in the given year. In the event that the Employer is not able to accommodate all who would be entitled to one of the Christmas period or the New Year's period on the alternating basis from the prior year, then seniority shall govern.

In order that the Employer may accordingly schedule employees off, the normal scheduling provisions shall not apply during the period of December 15th to January 8th.

#### **17.09**

- a) Employees shall make their request for vacation time off to the Employer prior to April 1<sup>st</sup> in any year. The Employer will post a blank vacation request form by March 1<sup>st</sup>. The Employer may grant a vacation request of an employee who submits a request after April 1<sup>st</sup> provided that the Employer can fulfill its staffing requirements having due regard to the operations of the facility; however, it is expressly understood that employees who filed a timely request prior to April 1<sup>st</sup> will receive priority consideration and an employee filing a late request cannot utilize their seniority to displace an employee who made a timely request. It is further understood that an employee filing a vacation request after April 1<sup>st</sup> must submit the request in writing at least two (2) weeks prior to the posting of the schedule in which the requested vacation occurs.

If an employee has not submitted a request for all of their vacation prior to February 1<sup>st</sup>, the Employer will schedule the employee's vacation to be taken prior to April 30<sup>th</sup>.

- b) Where employees have submitted requests by April 1<sup>st</sup> for vacation during the period of June 15<sup>th</sup> to October 15<sup>th</sup>, the Employer shall notify them as to whether their vacation request(s) for that period have been granted or denied by June 1<sup>st</sup>.

- 17.10** For the purpose of calculating eligibility the vacation year shall commence on an employee's anniversary date and in accordance with 17.13 for part-time employees.

Vacations shall not accumulate from year to year.

Vacation pay earned shall be paid in a lump sum, annually on the closest pay period ending September 30<sup>th</sup>.

Employees shall not take vacations from two (2) years continuously unless by mutual consent of the Employer and the employee.

Employees shall not waive vacation and draw double pay.

**17.11** Vacations shall be scheduled by the Employer considering the seniority and the wishes of the employees concerned and when there is a dispute as to the same chosen dates between two (2) or more employees, the wishes of the senior employee who made a timely request by April 1<sup>st</sup> shall prevail, subject to Article 17.09 a) and subject to the staffing requirements of the facility.

**17.12** No vacation will be granted from the 15th of December to the 8th of January.

**17.13** Vacations Entitlement (Part-Time Employees)

- 1) Each employee covered by this agreement who has been continuously employed for less than eighteen hundred (1800) hours shall receive vacation pay at the rate of four (4%) percent of total earnings.
- 2) Employees who have been continuously employed for eighteen hundred (1800) regular hours of work or more shall receive vacation pay at the rate of four (4%) percent of total earnings, and two (2) weeks annual vacation time off.
- 3) Employees who have been continuously employed for five thousand, four hundred (5,400) regular hours of work or more will receive annual vacation pay at the rate of six (6%) percent of total earnings, and three (3) weeks annual vacation time off.
- 4) Employees who have been continuously employed for fourteen thousand, four hundred, (14,400) regular hours of work or more will receive annual vacation pay at the rate of eight (8%) percent of total earnings and four (4) weeks annual vacation time off.
- 5) Employees who have been continuously employed for twenty-seven thousand (27,000) regular hours of work or more will receive annual vacation pay at the rate of ten (10%) percent of total earnings, and five (5) weeks annual vacation time off.
- 6) Employees who have been continuously employed for forty-five thousand (45,000) regular hours of work or more will receive annual vacation pay at the rate of twelve (12%) percent of total earnings, and six (6) weeks annual vacation time off.

Effective April 2020, employees with forty-one thousand four hundred (41,400) regular hours of work or more will receive annual vacation pay at the rate of twelve (12%) percent of total earnings, and six (6) weeks annual vacation time off.

- 7) Employees who have been continuously employed for fifty thousand four hundred (50,400) regular hours of work or more will receive annual vacation pay at the rate of fourteen (14%) percent of total earnings, and seven (7) weeks annual vacation time off.
- 8) Vacation pay earned shall be paid in a lump sum, annually on the closest pay period ending September 30th.

**17.14** An employee may at any time, prior to the end of a pay period request in writing their accrued vacation pay. This payment shall reflect the balance as indicated on the previous pay period stub.

**17.15** An employee terminating their employment at any time in their vacation year before they have taken all of their vacation entitlement shall be entitled to any vacation pay earned, provided that the employee provides at least two weeks written notice of resignation, unless not possible due to reasons beyond the control of the employee. In the event that the employee does not provide two weeks written notice, they will be paid 4% of their total wages earned for the current vacation year less any vacation pay already paid out for the current vacation year.

**17.16** The Employer may pay vacation pay as part of the regular pay deposit. In such circumstances, the Employer undertakes that the rate of income tax on the vacation pay will not change unless the vacation pay changes the employee's annual tax bracket.

The amount of vacation pay will be separately identified on the pay stub.

#### **ARTICLE 18 – SICK LEAVE (FULL-TIME EMPLOYEES)**

**18.01** Pay for sick leave is for the sole and only purpose of protecting employees against the loss of income when they are legitimately ill and will be granted to full-time employees on the following basis:

- a) Absence for injury compensable under the provisions of the *Workplace Safety and Insurance Act* shall not be charged against sick leave credits.
- b) Full-time employees who have completed their probationary period shall accumulate sick leave credits at the rate of one and one-half (1½) days per month.

Employees who are hired as full-time shall not accumulate or be entitled to sick leave benefits until their probationary period is completed. Upon completion of the probationary period, the employee shall be credited with four and one-half (4 ½) days of sick leave.

- c) All unused sick leave credit may be accumulated to a maximum of one hundred (100) days.
- d) An employee may be requested to produce proof of illness in the form of a certificate signed by a legally qualified medical practitioner for any absence that is due to illness or injury.
- e) The right to sick leave shall cease upon notice of termination of employment.

- f) The Employer requests any employee absenting himself on account of personal illness to give on the first day of illness two (2) hours notice of absence if on the day shift and three (3) hours notice of absence on evening or night shift, where possible.
- g) Employees are requested to notify the Lodge of their intention to return to work after illness at least eight (8) hours prior to the start of the shift on which they plan to return. Failure to do so may result in no work being available for that shift.
- h) When sick leave exceeds ten (10) days in any one (1) month, no sick leave credits shall accumulate during that month.
- i) It is understood and agreed by both parties that neither pregnancy nor resulting childbirth shall be considered as personal illness for the purpose of this agreement unless complications result from such pregnancy and/or resulting childbirth.
- j) If an employee draws Unemployment Insurance benefits while off sick, they will not be entitled to draw sick pay, for the said period of time.
- k) Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in the hospital, the period of such hospitalization shall be considered sick leave provided that the employee provides a satisfactory documentation of the illness and the hospitalization. The portion of the employee's vacation which is deemed to be sick leave under the above provision will not be counted against the employee's vacation credit.
- l) The Employer will notify the employees of their accumulation of sick leave on request.

**18.02 Full-time –Part-time Leave Transfers**

Sick leave benefits accumulated at time of transfer from full-time to part-time or part-time to full-time status shall remain to the credit of the employee, and shall be used in accordance with Article 18.01 of this Agreement.

**18.03** If a full-time employee returns to work within twenty-four (24) months following the commencement of an illness, and the employee's former permanent position still exists, the employee will be returned to their former job, former shift as designated, classification and rate of pay. All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.

**18.04 Sick Leave (Part-Time Employees)**

- a) An employee may be requested to produce proof of illness in the form of a certificate signed by a legally qualified medical practitioner for any absence that is due to illness or injury.

- b) The employer requests any employee absenting himself on account of personal illness to give on the first day of illness two (2) hours notice of absence if on day shift and three (3) hours notice of absence on evening or night shift, where possible.
- c) Employees are required to notify the Lodge of their intention to return to work after illness at least eight (8) hours prior to the start of the shift on which they plan to return. Failure to do so may result in no work being available for that shift.

#### **18.05 Sick leave Certificate**

If the Employer requires a sick leave certificate the Doctor charges the employee for such certificate outside OHIP, the Employer shall pay for the certificate.

### **ARTICLE 19 – LEAVE OF ABSENCE**

#### **19.01 Union Leave of Absence**

A leave of absence without pay shall be granted to employees to attend conventions, schools and seminars conducted by the Union, provided the Union give the Employer at least two (2) weeks' notice in advance of the requirement of the employee to absent themselves and provided that in the judgment of the Employer, the efficiency of the operations shall not be affected by such leave and the Employer will be able to satisfy its staffing requirements.

Leaves of absence granted under this provision will not exceed forty-five (45) days during a calendar year.

#### **19.02 Personal Leave**

- a) Leave of absence without pay and without loss of seniority up to three (3) months may be granted to an employee for personal reasons considering the efficient operation of the Lodge. Such request shall be in writing by the employee, four (4) weeks prior to the commencement of the leave, shall state the date the leave will commence, the planned date of return and the reason for the leave. The advance notice will be waived in the case of emergency. The answer from the Employer shall also be in writing.

It is understood that all available paid holiday lieu days, float holiday, compensating overtime lieu time, and vacation leave that is not already booked and approved must be taken before a personal leave will be granted.

- b) Commencing the 5th week, the Employer will make no payments toward any benefits as authorized in Articles 22 and 23. The employee, however may continue any benefit by contributing the cost of such benefit to the Employer.

### **19.03 Public Affairs**

- a) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request and subject to the approval of the Employer, leave of absence without pay and benefits and without loss of seniority may be granted so that the employee may be a candidate in a federal, provincial or municipal election.
- b) An employee who is elected to public office shall be allowed leave of absence without pay or benefits and without loss of seniority during their term of office.

### **19.04 Jury/Witness Duty**

The Employer shall grant leave of absence without loss of seniority or benefits to an employee who serves as a juror or subpoenaed witness in any court.

Employees who have completed their court/witness duty during the first half of their scheduled shift shall return to work; employees who have completed their court/witness duty during the second half of their shift shall not be required to return to work.

The Employer shall pay such employee the difference between their normal earning and the payment they receive for jury or subpoenaed witness duty, excluding payment for traveling, meals or other expenses but subpoenaed witness duty payment shall only apply for a maximum of ten (10) working days. The employee will present proof of service and the amount of pay received, Time spent by an employee required by the Employer as a court witness in any matter arising out of their employment shall be considered as time worked at the appropriate rate of pay. In order for the employees to qualify for payment under this article, they must notify the Employer forthwith upon being summoned to serve as a juror or subpoenaed as a witness.

### **19.05 Bereavement Leave**

- a) Upon the death of an employee's spouse, (to include same sex partner), mother, father, child or stepchild, an employee shall be granted leave up to a maximum of five (5) days without loss of pay, ending with the 2nd day following the day of the funeral.
- b) Upon the death of an employee's step-parents, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, legal guardian, grandparent, grandchildren, son-in-law, or daughter-in-law the employee shall be granted leave up to a maximum of three (3) days without loss of pay ending with the day of the funeral.
- c) It is agreed that this leave is to apply only where the employee is in attendance at the funeral and pay for such days of absence is limited to the days actually missed from work as per the employee's scheduled working days. If the funeral is not attended, the paid leave shall be limited to two (2) days ending not later than the day of the funeral.

- d) An employee shall be granted one (1) day bereavement leave without loss of pay on the death of their aunt or uncle, niece, nephew or grandparent-in-law.
- e) Where it is necessary because of distance, the employee may be provided up to four (4) days additional unpaid leave.

#### **19.06 Pregnancy 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 17 weeks as provided in the *Employment Standards Act*, and may begin no earlier than 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, if requested, 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 two (2) weeks' notice of their intention to return to work. The employee may, with the consent of the Employer, shorten the duration of the leave of absence requested under this Article upon giving the Employer two (2) weeks' notice of their intention to do so, and furnishing the Employer with a certificate of legally qualified medical practitioner stating that they are able to resume their work.

Additional leave of absence may be taken under 19.06 (i) Parental Leave.

- b) An employee who does not apply for leave of absence under Article 19.06 (a) (i) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article 19.06 (a) (i) upon providing the Employer, before the expiry of two (2) weeks after they cease 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 of 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 when they request the leave of absence. If a full-time employee returns to work at the expiry of the normal pregnancy or parental leave, and the employee's former permanent position still exists, the employee will be returned to 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 the 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 Article 19.06 c).
- e) Such absence is not an illness under the interpretation of this Agreement, and sick leave credits 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) During the period of leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental, group life, pension and other benefits included and prescribed by the *Employment Standards Act* provided that the employee makes an election in writing at least two (2) weeks in advance of the commencement of the leave to continue the employee's share of the benefit contributions.

It is understood that an employee who makes an election to continue their contribution towards benefits under this provision, shall provide the Employer with payment for the amount required on or before the first day of the month in which payment is due.

Where an employee makes such election to continue their contribution towards the benefits, but then falls into arrears by one month payment of their contribution, the benefit coverage will be discontinued and the Employer will cease to be under any obligation to continue its share of the benefit premiums.

- h) 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 two (2) weeks' notice, in writing, that they intend to take parental leave.

i) Pregnancy Leave

An employee who is on pregnancy leave as provided under this Agreement, who has completed ten (10) months of continuous service and has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to the Employment Insurance System, shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of their regular weekly earnings and the sum of their weekly rate of Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the one (1) week Employment Insurance waiting period and receipt by the Employer of the employee's Employment Insurance cheque stub as proof they are in receipt of Employment Insurance pregnancy benefits and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours.

The employee does not have any vested right except to receive payment for the covered unemployment period. The plans provide that payment in respect of guaranteed annual remuneration or is in respect of deferred remuneration or severance pay benefits are not reduced or increased by payment received under the plan.

j) 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 of 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 no later than seventy-eight (78) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time. 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. An employee may end their parental leave as set out in paragraph (iii) above (or earlier) by giving the employer written notice at least four (4) weeks before the last day of the leave.
- (v) For the purposes of Parental Leave the provisions under 19.06 (a), (c), (d), (e), (f), (g), and (h) shall also apply.

**19.07 Education Leave**

The Employer may grant a leave of absence without pay and without loss of seniority to an employee in order to undertake a recognized educational program/course which will relate to the employee's work and where the course is seen not only to upgrade the employee but is also a clear benefit to the Home. Where employees are required by the employer to take courses to upgrade or acquire newly instated employment qualifications, the employer shall pay the full cost associated with the courses.

**19.08 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 the employee is not entitled to WSIB benefits for the period of such self-isolation, the employee will be entitled to use sick-leave, vacation, or lieu entitlements for any hour of work lost during such period.

**ARTICLE 20 – PAYMENT OF WAGES AND ALLOWANCES**

**20.01** The Employer shall pay salaries and wages bi-weekly in accordance with Schedule “A” and “B” attached hereto and forming part of this agreement. On each pay day, each employee shall be provided with an itemized statement of their wages overtime and other supplementary pay and deductions.

**20.02 Temporary Upgrading**

When an employee is assigned to temporarily relieve and perform the principal duties of a higher paying position for one (1) full shift or more, they shall receive the rate of pay for the job to which they are assigned.

**20.03** When an employee is temporarily assigned to a position paying a lower rate of pay, their rate of pay shall not be reduced unless such assignment is due to a layoff or demotion, in which case, the employee shall receive the rate of the job to which they are assigned.

If an employee is transferred or bumps to a lower rated classification as a result of a layoff or reduction in staff, the employee will be placed on the level of the lower-rated job grid that corresponds with the same service level that the employee had on the higher-rated grid to which they were transferred or bumps.

**20.04 Unemployment Insurance Premium**

The employee's share of the Employer's Unemployment Insurance premium reduction will be retained by the Employer towards offsetting the costs of the benefits contained in this agreement.

- 20.05** When an employee is promoted to a higher rated job classification, she shall receive the next higher rate within the new classification above the rate they were receiving at the time of placement in the new job classification. Notwithstanding the above, when a Nurse Aide obtains their Health Care Aide/PSW Certificate, they shall maintain their same level on the Health Care Aide /PSW salary grid.
- 20.06** Employees who change their status within the classification from full-time to part-time and vice-versa, will maintain their same level on the salary grid.
- 20.07** Responsibility Allowance for Work Outside the Bargaining Unit
- a) When the Employer temporarily assigns an employee to carry out the responsibilities of a salaried employee outside of the Bargaining Unit for a period in excess of ½ shift, the employee shall receive an allowance of seven dollars and fifty cents (\$7.50) for each shift from the time of the assignment.
  - b) Where an RN is absent from their normal shift, and the Employer temporarily assigns an RPN to carry out some additional responsibilities of the absent RN for a period in excess of ½ shift, the employee shall receive an allowance of seven dollars and fifty cents (\$7.50) for each shift.
  - c) Where there is neither an RN nor a Supervisory employee (or above) who is a Registered Nurse in the building and there is an RPN in the building, the above noted allowance will apply to an RPN who is designated to be in charge of the building.
  - d) If in the circumstances of b) or c) above, there are two or more RPN's on shift, the responsibility will be offered to the most senior RPN on shift.
  - e) It is understood and agreed that only one of the above noted premiums will apply at any one time.

## **ARTICLE 21 – JOB CLASSIFICATION AND RECLASSIFICATION**

- 21.01** The Employer agrees to draw up job descriptions for all positions and classifications for which the Union is the bargaining agent. These descriptions shall be presented to the Union and shall become the recognized job descriptions.

## **21.02 Classifications**

When a new classification (which is covered by the terms of this agreement) is established by the Home, the Home shall determine the rate of pay for such new classification and notify the Local Union of the same within seven (7) days. If the Local Union challenges the rate, it shall have the right to request a meeting with the Home to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice by the Home 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 rate was given by the Home. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the agreement within fifteen (15) days of such meeting. The decision of the 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 classification.

When the Home makes a substantial change during the term of the Agreement in the job content of an existing classification which in reality causes such classification to become a new classification the Home 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 matter is not resolved following the meeting with the Union the matter may be referred to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship by comparison with the rates for other classifications in the Bargaining Unit 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 only to the date that the Union raised the issue with the Home.

## **ARTICLE 22 – EMPLOYEE BENEFITS, HEALTH AND WELFARE**

### **(FULL-TIME EMPLOYEES ONLY)**

**22.01** The Employer agrees to contribute towards the premium costs of participating eligible full-time employees under the insurance plans set out below subject to their respective terms and conditions including any enrolment requirements.

The Employer may substitute another carrier for any of the foregoing plans under 22.01 2) – 5), provided that the level of benefits conferred thereby are not decreased. The Employer will advise the Union of any change in carrier or underwriter at least sixty (60) days prior to implementing a change in carrier.

- 1) OHIP - Employer to pay 100%, single or family coverage as applicable

- 2) Life Insurance – one (1) times salary – 100% of the premium to be paid by the Employer. Effective March 1, 2012 - two (2) times salary – 100% of the premium to be paid by the Employer.
- 3) Extended Health Care Plan - \$1.00 per prescription deductible. 100% of the premium to be paid by the Employer. Reimbursement for prescribed drugs covered by the Plan will be based on the cost of the lowest cost interchangeable drug, unless there is a documented adverse reaction to the drug or where the employee’s doctor stipulates in writing that there are other medical reasons why the lowest cost interchangeable drug cannot be prescribed. A dispensing fee cap for the Drug Plan of the greater of \$7.50, or the lowest dispensing fee in Gore Bay.

Effective March 1, 2008, amend the Extended Health Care Plan to provide for the following:

- Introduce a Drug Card incorporating positive enrolment. Replace the current \$10/\$20 deductible with a \$1.00 per prescription deductible. Dispensing fee cap, generic substitution and rest of the Extended Health Care Plan to remain as per status quo.

4) Vision Care Plan

The Employer shall provide a Vision Care Plan on the Basis of \$300/family member/24 months.

Effective July 1, 2025, increase the Vision Care Plan to \$350/family member/24 months. Vision Care coverage can be used towards eye exams.

- 5) Dental Plan – The Employer will contribute on behalf of each eligible employee, fifty (50%) percent of the billed premium under Dental Plan #9 or its equivalent, based on the current O.D.A. fee schedule, with a two (2) year lag subject to the terms and conditions of such plan and subject to the carrier’s requirements as to minimum enrolment. Dental recall shall be limited to nine (9) months for adults only.

Effective March 1, 2008, amend to remove fluoride treatment coverage for persons aged 18 and over.

Effective July 1, 2014, amend to include Bitewing X-rays every 18 months for persons 18 year of age or older and every 9 months for person under the age of 18.

Effective January 1, 2021, reduce the dental ODA fee schedule lag to a one (1) year lag.

Effective February 1, 2024, increase dental care annual maximum from \$1500 to \$2000.

6) Paramedical Practitioners

Plan will include a paramedical coverage for the following services from paramedical providers who are licensed or registered in the province of Ontario in which the services are provided:

- Osteopath
- Chiropractor (requirement to pay \$350.00 prior to access for benefit availability removed)
- Podiatrist or Chiropodist
- Naturopath
- Physiotherapist
- Effective July 1, 2025, Mental Health Paramedical (Psychologist, Registered Psychotherapist or Social Worker)
- Speech Therapist
- Acupuncturist
- Registered Massage Therapist

To a maximum of five hundred dollars (\$500.00) per practitioner per calendar year for each of the services listed above.

7) Nursing Homes and Related Industries Pension Plan (NHRIPP)

Each eligible employee covered by this Collective Agreement shall be enrolled in the Nursing Homes and Related Industries Pension Plan.

In this Article, the terms used shall have the meaning as described:

1. “Plan” means the Nursing Homes and Related Industries Pension Plan, being a multi-employer plan.

“Applicable Wages” means the basic straight time wage 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; and
- iii. vacation pay.

All other payments, premiums, allowances and similar payments 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.

2. Commencing the first full pay period after December 31, 2003, each eligible employee covered by this Collective Agreement shall contribute from each pay cheque an amount equal to four percent (4%) of applicable wages to the Plan. The Employer shall match such contributions, the amount being four percent (4%) of applicable wages.
3. The Employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.
4. The Union acknowledges and agrees that other than making its contribution 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 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.

5. The Employer agrees to provide the Administrator of the plan, on a timely basis all information required pursuant to the *Pension Benefits Act*, R.S.O. 1990, Ch. P-8, 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.

For further specificity, the items required for each eligible employee by Article 0.05 of this Agreement are:

- i. To be Provided Once Only at Plan Commencement:

Date of Hire

Date of Birth

Date of First Contribution

Seniority List (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 Home  
Termination date where applicable (MMDDYY)

iv. To be Provided Once if they are Readily Available:

Gender  
Marital Status

Any additional information requests beyond that noted above may be provided, if possible, by the Employer at the expense of the Plan, unless the Employer is obligated by law to provide the information.

It is understood and agreed that currently the Employer is not required by law to provide any information other than that specified in .05 above. In the event that the Employer is required, by law, to provide additional information in the future and such information is not readily available without review of other information not relevant to the Plan, the Plan shall make arrangement 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 of the Plan 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.

## **ARTICLE 23 – UNIFORMS**

**23.01** Employees who are required to wear a uniform will receive Uniform Allowance of 7 cents per hour for all hours worked.

Such amount is not to form part of the hourly rate for purposes of calculation overtime and premiums generally.

**23.02** Uniform Allowance will be paid out annually on the pay period closest to September 1st. Uniform Allowance will not be paid to new employees prior to completion of the probationary period.

## **ARTICLE 24 – GENERAL CONDITIONS**

**24.01** The Employer shall provide a bulletin board upon which the Union shall have the right to post notices to meetings and other such notices as may be of interest to employees.

## **ARTICLE 25 – VALIDITY OF AGREEMENT**

**25.01** In the event of any of the provisions of this agreement or any practiced established hereby being contrary to the provision of any applicable law hereinafter enacted, this agreement shall not be deemed to be abrogated but shall be amended so as to conform with the regulations of any such law.

## **ARTICLE 26 – NO STRIKES OR LOCKOUTS**

**26.01** During the term of this agreement, neither the Union nor any of its officials nor any employee shall take part in, call or encourage any strikes, sit-downs or any suspension of work against the Employer which shall in any way affect the operations of the Employer.

**26.02** the Employer agrees that neither it nor any of its officers or officials shall engage in any lockout.

## **ARTICLE 27 – HEALTH AND SAFETY COMMITTEE**

### **27.00**

1) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Home in order to prevent injury and illness.

2) A joint management and employee health and safety committee shall be constituted with representation of at least half by employees from the various Bargaining Units which shall identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer of other persons respecting the identification of hazards and standards elsewhere.

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

- 3) Two (2) representatives of the Joint Health and Safety Committee, one from management and one (1) from the employees on a rotating basis designated by the employees, shall make monthly inspections of the work place and equipment and shall report to the health and safety committee the results of their inspection .

In the event of accident or injury, such representatives shall be notified and shall investigate and report as soon as possible to the committee and the Employer on the nature and cause of the accident or injury.

Furthermore, such representatives must be notified of the inspection of a government inspector and shall have the right to accompany them on their inspections. Scheduled time spent in all such activities shall be considered as time worked.

- 4) The Union agrees to endeavor to obtain the full co-operation of its membership in the observation of all safety rules and practices.

## **ARTICLE 28 – TERM OF AGREEMENT**

**28.01** This agreement shall be binding and remain in effect from January 1, 2025 to December 31, 2026 and shall continue from year to year thereafter unless either party gives to the other party notice in writing during the period three (3) months prior to the expiration date of this agreement of its desire to either amend or terminate this agreement and the parties shall forthwith commence negotiations for this purpose.

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

**28.03** Either party desiring to propose changes to this agreement shall, within ninety (90) days prior to the termination date give notice in writing to the other party of the changes proposed. Within five (5) working days of the receipt of such notice by one party the other party is required to enter into negotiations for a new agreement. The above five (5) day time limit may be extended by mutual agreement.

#### **28.04 Retroactivity**

Retroactive payment to individuals relating to the general wage increases shall be paid within sixty (60) days from the effective date of this Award or Memorandum of Settlement [i.e. Date of issue or from date of ratification] and shall be based on all hours paid from January 1, 2025, for both full-time and part-time employees. In the case of part-time employees, retroactivity shall include the appropriate in-lieu retroactivity amount based on the increase in the in-lieu benefit from the date of ratification of this Memorandum of Settlement to the date of payment of the retroactivity.\* Retroactive payment of wages shall be by separate cheque / deposit. Employee(s) will be notified by pre-paid post within sixty (60) days from the effective date of this memorandum of settlement or award, addressed to their last known address. Entitlement is lost if not claimed within thirty (30) calendar days after receiving notice. The union shall receive a copy of all notices sent to former employees.

(\* For the January 1, 2019 - December 31, 2022 Collective Agreement, the effective date for the amended part-time in-lieu is the first full pay period of January 1, 2020 as per Schedule B)

### **ARTICLE 29 – PRINTING OF CONTRACTS**

**29.01** It is mutually agreed between the Employer and the Union that the expense for printing the collective agreement into a booklet form shall be shared by both parties equally.

The typing of the contract will be alternated between the Union and the Employer.

### **ARTICLE 30 - SHIFT PREMIUMS**

**30.01** The Employer agrees to pay a fifteen (15) cent per hour shift premium for all hours worked at the request of the Employer on a shift other than the regular two (2) shifts worked by full-time employees.

All employees working afternoon (evening) shift shall receive thirty (30) cents per hour for all hours worked.

All employees working night shift shall receive thirty (30) cents per hours for all hours worked.

The Employer agrees to pay a thirty-five (35) cent per hour weekend premium for all hours worked from the end of evening shift Friday to the end of Evening shift Sunday (currently 2230 hours).

Effective December 22, 2023, the weekend premium will be increased by five (5) cents per hour to the level of forty (40) cents per hour.

Dated electronically this 9<sup>th</sup> day of July 2025.

Signed on behalf of:

**THE UNION**



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B. Glasbey

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Lara Churillo

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T. Nennelly

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**THE EMPLOYER**



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~~Courtney Dunlop-McDonald~~  
Courtney Dunlop-McDonald (2025-07-09 14:34 EDT)

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Jaime-Lynn Kalmikov  
Jaime-Lynn Kalmikov (2025-07-09 12:01 EDT)

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**SCHEDULE "A"**

**Manitoulin Lodge  
CUPE Wage Rates**

<b>RPN</b>	<b>January 1, 2025</b>	<b>January 1, 2025</b> * \$1.00 special adjustment RPN only	<b>January 1, 2026</b>	<b>January 1, 2026</b> * \$1.00 special adjustment RPN only
<b>Start</b>	28.913	29.913	30.960	31.960
<b>3 month</b>	29.558	30.558	31.628	32.628
<b>1 Year</b>	29.910	30.910	31.992	32.992
<b>2 Year</b>	30.272	31.272	32.367	33.367

<b>HCA/PSW</b>	<b>January 1, 2025</b>	<b>January 1, 2026</b>
<b>Start</b>	26.474	27.401
<b>3 month</b>	27.079	28.027
<b>1 Year</b>	27.426	28.386
<b>2 Year</b>	27.773	28.745

<b>Life Enrichment Aide Restorative Care Aide</b>	<b>January 1, 2025</b>	<b>January 1, 2026</b>
<b>Start</b>	23.180	23.991
<b>3 month</b>	23.784	24.616
<b>1 Year</b>	24.132	24.977
<b>2 Year</b>	24.479	25.336

<b>NA</b>	<b>January 1, 2025</b>	<b>January 1, 2026</b>
<b>Start</b>	22.842	23.641
<b>3 month</b>	23.450	24.271
<b>1 Year</b>	23.785	24.617
<b>2 Year</b>	24.132	24.977

**Orientation Rates:** During orientation hours, a probationary employee shall be paid at a rate which is three (3) dollars per hour below the start rate for the classification. If employment continues past the probation period, the employee will be paid the difference between the orientation rate and the start rate for all orientation hours completed.

**Recognition of Previous Experience – RPN’s 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 the maximum of the grid. Part-time service shall be recognized on the basis of eighteen hundred (1800) hours paid in previous employment equals one (1) year of service. It shall be the responsibility of a newly hired employee to provide reasonable proof of recent and related experience in order to be considered for a salary increment, and if they fail to do so they shall not be entitled to recognition.

## **SCHEDULE “B”**

### **PART-TIME**

Wages same as in Schedule “A”. Part-time employees shall receive in –lieu of sick leave, health and welfare benefits and holiday pay, the amount of \$1.50 in addition to the above rates.

Effective the first full pay period of January 2020, replace the \$1.50 part-time in lieu payment with 7.25% of the employee’s straight time hourly rate of pay.

**LETTER OF UNDERSTANDING RE: INSERVICE / E-TRAINING**

Between

MANITOULIN LODGE

And

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2368

This will confirm that:


Employees who are required by the Employer to attend in-service education or other meetings or complete an e-learning programme outside their scheduled working hours will be paid for the time spent in such meetings, at the employee's regular rate of pay. It is agreed that there will be no compensation for travel time.



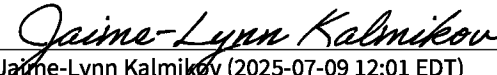
Dated electronically this 9<sup>th</sup> day of July 2025.

Signed on behalf of:

**THE UNION**

**THE EMPLOYER**

  
\_\_\_\_\_  
B. Glasby  
\_\_\_\_\_  
Lara Churette  
\_\_\_\_\_  
T. Womally  
\_\_\_\_\_

  
\_\_\_\_\_  
  
Courtney Dunlop-McDonald (2025-07-09 14:34 EDT)  
\_\_\_\_\_  
  
Jaime-Lynn Kalmikov (2025-07-09 12:01 EDT)  
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\_\_\_\_\_

**LETTER OF UNDERSTANDING RE: TRANSFER OF SENIORITY**

Between

MANITOULIN LODGE

And

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2368

To calculate seniority for individuals who start as full-time, transfer to part-time, then return to full-time:

Original date of hire PLUS length of time as part-time  
LESS number of hours worked as part time  
EQUALS adjusted date of hire.

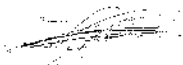
i.e. hired full-time March 1, 1984  
transfer part-time April 1, 1984: 150 hours  
transfer full-time June 1, 1984: 180 hours  
30 hours as part-time

March 1, 1984 PLUS 2 months, MINUS 30 hours  
May 1, 1984 – 4 days  
EQUALS April 27, 1984 (new date)



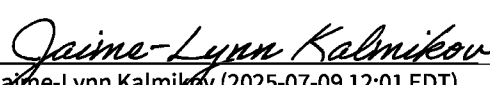
Dated electronically this 9<sup>th</sup> day of July 2025.

Signed on behalf of:

**THE UNION**

  
\_\_\_\_\_  
B. Glasby  
\_\_\_\_\_  
Lara Chuvette  
\_\_\_\_\_  
P. N...  
\_\_\_\_\_

**THE EMPLOYER**

  
\_\_\_\_\_  
  
\_\_\_\_\_  
Courtney Dunlop-McDonald (2025-07-09 14:34 EDT)  
  
\_\_\_\_\_  
Jaime-Lynn Kalmikov (2025-07-09 12:01 EDT)  
\_\_\_\_\_

**LETTER OF UNDERSTANDING RE: FULL-TIME EMPLOYEE VACATION BLOCKS**

Between

MANITOULIN LODGE

And

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2368

It is understood that this letter of Understanding applies to full-time employees who are regularly scheduled to work ten (10) shifts bi-weekly. When such employees request their earned vacation time off, it is understood that their entitlement will be applied on the basis of scheduled working days that they otherwise would have worked but for the vacation. By way of example, an employee who has earned three weeks' vacation entitlement will be entitled to take 15 scheduled working days off.

Vacations will generally be taken in a block (s) of a least one week or weeks as the case may be with the understanding that an employee can request up to a maximum of five vacation days per vacation year which may be taken in less than a one week block. It is understood that a vacation "block" consists of a minimum of four regularly scheduled shifts.

Effective commencing in the next full vacation year, a full-time employee who qualifies for five (5) weeks of vacation entitlement can request an additional five days, for a maximum total of ten vacation days, per vacation year which may be taken in less than a one week block.


It is understood that during the period of June 15<sup>th</sup> to October 15<sup>th</sup>, the following conditions shall apply to these additional five vacation days (that can be taken in less than one week blocks):

- i) Cannot be taken on the employee's scheduled weekend(s) of work
- ii) Requests for one week blocks take priority over the requests for these five additional vacation days.



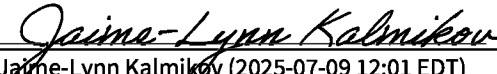
Dated electronically this 9<sup>th</sup> day of July

2025. Signed on behalf of:

**THE UNION**

  
\_\_\_\_\_  
B. Glasby  
\_\_\_\_\_  
Lara Chuvette  
\_\_\_\_\_  
P. N...  
\_\_\_\_\_

**THE EMPLOYER**

  
\_\_\_\_\_  
  
\_\_\_\_\_  
Courtney Dunlop-McDonald (2025-07-09 14:34 EDT)  
  
\_\_\_\_\_  
Jaime-Lynn Kalmikov (2025-07-09 12:01 EDT)  
\_\_\_\_\_

**LETTER OF UNDERSTANDING RE PART-TIME EMPLOYEE VACATION BLOCKS**

Between

MANITOULIN LODGE

And


CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2368

Vacations will be taken in a block(s) of at least one week (or weeks as the case may be) with the understanding that an employee can request up to a maximum of five vacation days per vacation year which may be taken in less than a one week block.

Dated electronically this 9<sup>th</sup> day of July 2025.

Signed on behalf of:

**THE UNION**



B. Glasby

Lara Chevett

P. Nesmully

**THE EMPLOYER**



~~Courtney Dunlop-McDonald~~  
Courtney Dunlop-McDonald (2025-07-09 14:34 EDT)

Jayne-Lynn Kalmikov  
Jayne-Lynn Kalmikov (2025-07-09 12:01 EDT)

**LETTER OF UNDERSTANDING RE: INFLUENZA IMMUNIZATION**

Between

MANITOULIN LODGE

And

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2368

All employees shall be required to be immunized for influenza on an annual basis. The Employer will ensure that the influenza vaccination is available at no cost to the employee.

In the event that the Board of Health declares an influenza outbreak in the home and the employee has failed to take the required immunization vaccination, or failed to complete the recommended course of treatment, they may be placed on an unpaid leave of absence until such time as the employee has been cleared by public health or the employer to return to the work environment.

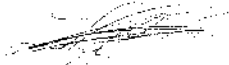
Employees who are unable to take the influenza vaccination due to medical reasons must provide written verification from a medical physician of such medical condition. Such employee may access their sick bank if any during any outbreak period.

If an employee did not take the required annual immunization vaccination or complete a recommended course of treatment, any subsequent course of treatment taken during an influenza outbreak shall be undertaken at the employee's expense.



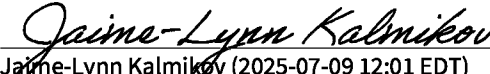
Dated electronically this 9<sup>th</sup> day of July 2025.

Signed on behalf of:

**THE UNION**

  
\_\_\_\_\_  
B. Glasby  
\_\_\_\_\_  
Lara Churatto  
\_\_\_\_\_  
P. Nimmally  
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**THE EMPLOYER**

  
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Courtney Dunlop-McDonald (2025-07-09 14:34 EDT)  
  
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Jaime-Lynn Kalmikov (2025-07-09 12:01 EDT)  
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**LETTER OF UNDERSTANDING  
RE: CONTRACTING OUT IN THE DIETARY, HOUSEKEEPING,  
LAUNDRY OR MAINTENANCE DEPARTMENTS**

Between

MANITOULIN LODGE

And

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2368

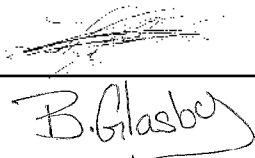
It is acknowledged that the work of the Dietary, Housekeeping, Laundry and Maintenance Departments had been previously contracted out by the Employer and therefore such contracting out is not in violation of Articles 1.04 or 1.05

It is agreed that in the event that the Employer employs employees to perform work in the Dietary Department, or in the Laundry Department, or the Housekeeping Department or in the Maintenance Department for a period of time in excess of six (6) weeks, the specific work shall be deemed to have been “contracted in” and shall fall within the CUPE Bargaining Unit, provided such work is not excluded by virtue of Article 2.01. Any subsequent contracting out of the said “contracted in work” subsequent to the period of six weeks must be in accordance with Article 1.05. However, it is agreed that where the Employer employs employees to perform work in one of the specified Departments for a period of six (6) weeks or less prior to again contracting out the work, the work will not be deemed to have been “contracted in” and its subsequent contracting out within the six (6) week timeframe will not be governed by Articles 1.04 or 1.05 or constitute a violation of Articles 1.04 or 1.05.



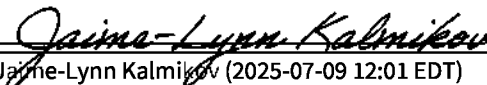
Dated electronically this 9<sup>th</sup> day of July 2025.

Signed on behalf of:

**THE UNION**

  
\_\_\_\_\_  
*B. Glasby*  
\_\_\_\_\_  
*Lara Churatto*  
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*P. Nunnally*  
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**THE EMPLOYER**

  
\_\_\_\_\_  
  
\_\_\_\_\_  
Courtney Dunlop-McDonald (2025-07-09 14:34 EDT)  
  
\_\_\_\_\_  
Jaime-Lynn Kalmikov (2025-07-09 12:01 EDT)  
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**LETTER OF UNDERSTANDING RE: MEDICAL APPOINTMENTS**

Between

MANITOULIN LODGE

And

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2368


The parties acknowledge that as per Article 18.01 of the Collective Agreement, sick leave is for the sole purpose of protecting full-time employees against the loss of income when they cannot attend at work due to a legitimate illness.

However, the Employer agrees that in accordance with its past practice, during the term of the Collective Agreement full-time employees will be permitted to use accumulated sick leave credits in order to attend an appointment with a certified medical physician who is a specialist or for a medical service under the direction of a medical physician who is a specialist, and who is located off Manitoulin Island and the visit is for a purpose other than routine preventative care. The employee must request advance authorization in writing to use sick leave credits for this purpose. It is understood that employees will make every reasonable effort to schedule such appointments on their own time off, however, when such arrangements cannot be made, the authorization to use sick leave credits as set out above will not be withheld by the Employer. Upon request by the Employer, employees will be required to provide proof of attendance with the said physician.




Dated electronically this 9<sup>th</sup> day of July 2025.

Signed on behalf of:

**THE UNION**

  
\_\_\_\_\_  
B. Glasby  
\_\_\_\_\_  
Lara Churitto  
\_\_\_\_\_  
P. Nennelly  
\_\_\_\_\_

**THE EMPLOYER**

  
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Courtney Dunlop-McDonald (2025-07-09 14:34 EDT)  
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Jaime-Lynn Kalmikov (2025-07-09 12:01 EDT)  
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## LETTER OF UNDERSTANDING RE: WORKLOAD AND WORKING SHORT

Between

MANITOULIN LODGE

And

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2368

### Workload and Working Short

In the most recent round of negotiations the parties had discussions regarding workload and the challenges that the residents, employees and the Home confront when “working short”. “Working short” is generally recognized by the parties as working with fewer than the originally scheduled number of employees. The parties agree to work cooperatively towards finding ways to address the problem.

The parties agree to meet in Labour Management Committee during the term of this agreement to engage in meaningful discussions with regard to the issues of workload and working short with the objective of exploring practical strategies that may assist in mitigating the challenges.

The parties agree that all discussions and potential solutions will be conducted in good faith and on a without prejudice basis in order that full and frank discussion may take place.

The parties therefore agree to convene a special meeting of the Labour Management Committee within thirty (30) days of the date of ratification of the Memorandum of Settlement or arbitration award, as applicable, to commence discussions with respect to workload and working short. At this meeting, the sole agenda item will be this issue.

Topics which may be discussed include such issues as:

1. Review of work priorities when working short, including review of “Plan B”.
2. Consideration of alternative scheduling procedures that may assist in recruitment or in reducing incidents of working short.
3. Full discussion of any policies which may create working short situations.
4. Review of reasons for short notice absences.
5. Review of call-in replacement procedures being used at the home
6. Review of policies/practices for approving time off and schedule changes.
7. Review of the Collective Agreement in a good faith attempt to see if there are barriers creating the “working Short” issue.

This letter is agreed to solely for the purpose of proactively attempting to deal with the workload when “working short” challenges. Therefore, the parties are agreed that it does not bind either party and is therefore not a grievable article of the Collective Agreement.

Dated electronically this 9<sup>th</sup> day of July 2025.

Signed on behalf of:

**THE UNION**



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B. Glasbey

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Lara Churatt

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P. Nennely

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**THE EMPLOYER**



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Courtney Dunlop-McDonald (2025-07-09 14:34 EDT)

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Jaime-Lynn Kalmikov (2025-07-09 12:01 EDT)

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**LETTER OF UNDERSTANDING RE: NEW CLASSIFICATION TRIAL**

Between

MANITOULIN LODGE

And

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2368

**Re: New Classification Trial**

The Union and the Employer have met to discuss the issue of trialing a new classification of Companion to more effectively utilize the one to one staffing through the High Intensity Needs funding and to relieve staffing issues. The Companion position will provide non-direct resident care work and companionship.

The parties agree that the new classification of Companion will be created on a trial basis for a period of 1 year until December 31, 2019, at which point the position will be reviewed.

The parties agree the creation of the companion position is not intended to reduce the compliment of staffing levels in either the PSW, HCA, NA or RPN positions.

The wage grid for this new classification is as follows:

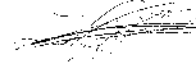
	Effective January 1, 2020	January 1, 2023
Start - \$16.00	Start - \$16.240	16.640
1 year - \$16.25	1 year - \$16.494	16.894
2 year - \$16.50	2 year - \$16.748	17.148

The parties agree that the interpretation is without prejudice or precedent to any other matters or proceedings that may exist or which may arise in the future and the interpretation shall not be raised in any future proceedings, save and except to enforce the terms and interpretations herein.



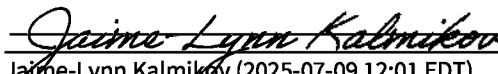
The Employer agrees to extend the trial period for the classification of Companion from December 31, 2019 to December 31, 2020 and amend the existing LOU accordingly. Adjust the Companion wage rates in the LOU effective January 1, 2020 by 1.5%.

Dated electronically this 9<sup>th</sup> day of July 2025.

**THE UNION**

  
 \_\_\_\_\_  
 B. Glasbey  
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 Lara Chevrette  
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 P. Nannally  
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**THE EMPLOYER**

  
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 Courtney Dunlop-McDonald (2025-07-09 14:34 EDT)  
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 Jaime-Lynn Kalmikov (2025-07-09 12:01 EDT)

## **LETTER OF UNDERSTANDING RE: EXTENDED SHIFTS**

Between

MANITOULIN LODGE

And

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2368

The Employer and the Union may agree to implement extended shifts or hybrid schedule (mix of extended and normal shifts) for the RPN classification. For clarity, a hybrid schedule may include extended shifts on weekends and normal shifts during the week. The following will apply:

- a) The RPN classification must have 50 plus one percent agreement of the full-time and part-time employees who work in the RPN classification.

The Home must have the majority agreement of the full-time and part-time employee who vote on the issue to agree on a trial period of up to six months.

No other line or position shall be impacted by the implementation of the extended shift or hybrid schedule outside of the lines/positions voted on by the affected members.

Once the trial period is complete, the Home must have a minimum of 50 plus one percent agreement of the full-time and part-time employees who vote on the issue to continue with the new schedule on a permanent basis.

- b) The Extended Shift/Hybrid Schedule may be canceled by either party on giving ten (10) calendar weeks' notice to the other in writing of its desire to terminate. A meeting shall be held within two (2) weeks of the receipt of such notice to discuss the reasons for the cancellation.

Extended shifts may be discontinued by the Union in the RPN classification when sixty percent (60%) of the full-time and part-time employees in the RPN classification so indicate by secret ballot to the Union.

- c) With the exception of the specific variations set forth in this Article, all other conditions and terms of the Collective Agreement and Appendices shall remain in full force and effect.

d) Hours of Work

i) Where employees are now working a longer daily tour, the provisions set out in this Article governing the regular hours of work on a daily shift shall be adjusted accordingly.

ii) The normal daily extended shift shall be 11.25 consecutive hours in any 24-hour period, exclusive of a total of forty-five (45) minutes of unpaid mealtime. For hybrid schedules, there will be scheduled normal daily shifts of seven and one-half (7½) hours and 11.25 consecutive hours per day.

iii) Employees working on an extended shift shall be entitled, subject to the exigencies of resident care, to paid relief periods during the tour of a total of forty-five (45) minutes.

iv) Where the Union and the Employer have agreed to or agree to an extended daily shift or hybrid schedule that differs from the normal daily extended shift, the proportion of unpaid time to hours of work shall remain the same ratio as set out in paragraph ii) and iii) of this Article.

e) Payment for bereavement leave is based on 11.25 hours for extended shifts. For hybrid schedules, the payment for bereavement leave shall be based on the length of the scheduled shift.

f) Payment for vacation and paid holidays for full-time employees is based on the equivalent to the 7.5-hour entitlement. For clarity, payment for lieu days as a result of a paid holiday for full-time employees is paid at 7.5 hours.

g) Shift and weekend premiums as per Article 30 will be paid for the same hours as applied to seven and one half (7.5) hour shifts, the intention being that the total amount of shift or weekend premium will not change because of the move to extended shifts or hybrid schedules.

h) Overtime premium as set out in Article 15 shall be paid for all hours paid in excess of 11.25 hours on a scheduled extended shift or 75 hours bi-weekly averaged over the duration of a six (6) week schedule.

For a hybrid schedule, the overtime premium as set out in Article 15 shall be paid for all hours in excess of the schedule length on that day or 75 hours bi-weekly averaged over the duration of the schedule period unless otherwise agreed.

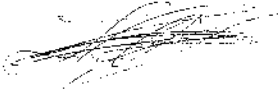
i) Shift exchanges will be in accordance with Article 14.06.

j) Should the Employer refuse to grant a request under this Article, it shall provide to the Union its reasons orally.

Dated electronically this 9<sup>th</sup> day of July 2025.

Signed on behalf of:

**THE UNION**



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B. Glasbey

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Lara Chevrette

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T. Wonnely

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**THE EMPLOYER**

Meeks

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~~Courtney Dunlop-McDonald~~

Courtney Dunlop-McDonald (2025-07-09 14:34 EDT)

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Jaime-Lynn Kalmikov

Jaime-Lynn Kalmikov (2025-07-09 12:01 EDT)

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