

COUNTY OF RENFREW



# COLLECTIVE AGREEMENT

Between

**The Corporation of the County of Renfrew  
Concerning its operation of Miramichi Lodge**

and

**The Canadian Union of Public Employees  
and its Local 3586**



**January 1, 2023– December 31, 2025**

## TABLE OF CONTENTS

ARTICLE 1 – PREAMBLE .....	1
ARTICLE 2 - MANAGEMENT RIGHTS.....	1
ARTICLE 3 – RECOGNITION .....	1
ARTICLE 4 - NO DISCRIMINATION.....	2
ARTICLE 5 – UNION DUES .....	2
ARTICLE 6 – CHECK-OFF OF UNION DUES.....	3
ARTICLE 7 - NEW EMPLOYEE FAMILIARIZATION.....	3
ARTICLE 8 - CORRESPONDENCE.....	3
ARTICLE 9 - LABOUR/MANAGEMENT RELATIONS .....	3
ARTICLE 10 - GRIEVANCE PROCEDURE .....	5
ARTICLE 11 – ARBITRATION.....	7
ARTICLE 12 - DISCIPLINE AND DISCHARGE.....	8
ARTICLE 13 - SENIORITY .....	10
ARTICLE 14 - JOB VACANCIES, TRANSFERS AND PROMOTIONS .....	12
ARTICLE 15 - LAY-OFFS AND RECALLS .....	14
ARTICLE 16 - HOURS OF WORK.....	15
ARTICLE 17 - OVERTIME .....	16
ARTICLE 18 - SHIFT WORK.....	18
ARTICLE 19 - PAID HOLIDAYS.....	19
ARTICLE 20 – ANNUAL VACATION .....	21
ARTICLE 21 - SICK LEAVE.....	23
ARTICLE 22 - LEAVE OF ABSENCE .....	25
ARTICLE 23 - BENEFITS AND ALLOWANCES.....	29
ARTICLE 24 - WORKPLACE SAFETY INSURANCE.....	30
ARTICLE 25 - GENERAL .....	31
ARTICLE 26 - TERM OF AGREEMENT .....	34
SCHEDULE "A" - Miramichi Lodge C.U.P.E. Hourly Rates .....	
Effective: January 1, 2023 .....	35
Effective: January 1, 2024.....	36
Effective: January 1, 2025 .....	37
LETTER OF UNDERSTANDING - Peak Period Staffing .....	38
LETTER OF UNDERSTANDING - Part-Time/Relief - Give Away Shifts .....	39
LETTER OF UNDERSTANDING - Shift Switching .....	40
LETTER OF UNDERSTANDING – HCA Grandfathering.....	41

### BENEFIT SCHEDULE

Where any provisions of this Agreement or any practice thereunder is at any time contrary to law, this Agreement is not to be deemed to be abrogated, but is to be deemed to be amended so as to make the provisions of this Agreement conform to law.

## **ARTICLE 1 – PREAMBLE**

- 1.01 The general purpose of this Collective Agreement is to establish mutually satisfactory employment relations between the Employer and the Union covered by this Agreement. It provides the means for prompt settlement of grievances and for final settlement of disputes, which may relate to salaries, hours of work and other conditions of employment.
- 1.02 This Collective Working Agreement applies to Full-Time, Part-Time and Relief Employees within classifications under the scope of the Agreement. In some instances a clause that applies to a Full-Time Employee will not apply to a Part-Time or Relief Employee and vice versa. Throughout this Agreement, clauses that apply specifically to Full-Time, Part-Time or Relief Employees are noted as "F/T", "P/T" or "R". Those clauses that are not specifically designated as Full-Time, Part-Time or Relief will apply to all.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

- 2.01 The Union recognizes that the Employer has all the regular and customary rights of management except insofar as such rights are modified or limited by this Agreement. The question of whether one of these rights is modified or limited by this Agreement may be decided through the grievance and arbitration procedure.
- 2.02 The Union agrees that the regular and customary rights of Management generally include the right:
- (a) to maintain order, discipline and efficiency and to establish, revise from time to time and enforce rules, regulations and policies that are not inconsistent with the Collective Agreement, to be observed by the Employees (such rules shall be posted by the Employer on the bulletin board of each department and a copy sent to the Union);
  - (b) to hire, discharge, direct, transfer, classify, promote, demote, suspend or discipline its Employees, and increase or decrease the working force;
  - (c) to determine schedules, shifts, hours, the contents of jobs, requirements, and to assign work to Employees.
- 2.03 A claim by the Union that the Employer has exercised its management rights in violation of the Collective Agreement may be the subject of a grievance under this Agreement.

## **ARTICLE 3 – RECOGNITION**

- 3.01 The Employer recognizes the Canadian Union of Public Employees and its Local 3586, as the sole and exclusive collective bargaining agent of all Employees of the County of Renfrew c.o.b. Miramichi Lodge at Pembroke, Ontario, save and except professional medical staff, graduate nursing staff, undergraduate nurses, technical personnel, office staff, supervisors and persons above the rank of supervisor.
- 3.02 Employees 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, or in emergencies, or when bargaining unit Employees are not available, and further provided that the performing of the aforementioned operations, in itself, does not cause the lay-off of any Employee in the bargaining unit.

### 3.03 No Other Agreement

No Employee shall be required or permitted to make a written and/or verbal agreement with the Employer or the Employer's representative, which conflicts with the terms of this Collective Agreement.

### 3.04 Definition of Employee

(F/T)

(a) A full-time Employee shall be defined as an Employee who works forty (40) hours per week on an ongoing basis.

(P/T)

(b) A part-time Employee shall be defined as an Employee who is regularly scheduled for fifty-six (56) hours or less in a pay period and who works in accordance with a schedule pre-determined by management, and who is subject to call-in for relief, or for replacement of an Employee absent from work due to an approved leave of absence.

(R)

(c) Relief Employees may be hired by the Employer. During the peak periods of May 1 to September 30 and December 15 to January 15, the Employer reserves the right to pre-schedule hours. Relief staff shall only be called in after the part-time availability is exhausted. When term is completed these Employees have recall rights consistent with their seniority accumulated while in the facility. It is understood that should these Employees be hired within one year of the term expiring they shall be credited for service/seniority worked.

## ARTICLE 4 - NO DISCRIMINATION

4.01 The Employer and the Union, its servants and agents, agree that there shall be no discrimination, harassment, interference, restriction or coercion exercised or practiced with respect to any Employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, discipline, discharge, or otherwise by any reason prohibited by the Human Rights Code and its regulations.

Every person has a right to equal treatment in the workplace. Every person who is an Employee has a right to freedom from harassment and/or discrimination in the workplace by the Employer or the agent of the Employer or by another Employee.

All Grievances filed under harassment and/or discrimination shall follow the procedure of the collective agreement.

## ARTICLE 5 – UNION DUES

5.01 All Employees of the bargaining unit, as a condition of continued employment, shall become and remain members in good standing of the Union according to the constitution and by-law of the Union. All new Employees shall, as a condition of continued employment, become and remain members in good standing in the Union within thirty (30) days of employment.

## **ARTICLE 6 – CHECK-OFF OF UNION DUES**

### **6.01 Check-Off Payments**

The Employer shall deduct from every Employee any monthly dues levied in accordance with the Union constitution and/or by-laws and owing by them to the Union.

- 6.02 (a) Deductions shall be made from each pay and shall be forwarded to the National Secretary-Treasurer of the Union, 1375 St. Laurent Blvd., Ottawa, Ontario K1G 0Z7, not later than the next payroll period, accompanied by two (2) copies of a list of the names and wages of Employees from whose wages the deductions have been made.
- (b) The Employer shall provide each Employee with a statement of income and deductions for income tax purposes (T4 Supplementary), which shall include the deductions for union dues.

## **ARTICLE 7 - NEW EMPLOYEE FAMILIARIZATION**

### **7.01 New Employees**

The Employer agrees to acquaint new Employees with the fact that a Union Agreement is in effect, and with the requirement set out in the Article dealing with Union dues.

### **7.02 Induction of New Employees**

- (a) On commencing employment, within the first five (5) shifts, the Employee's immediate Supervisor shall introduce the new Employee to their Union steward, or representative, who shall be allotted twenty (20) minutes to acquaint the new Employee with the Collective Agreement.
- (b) During the induction period referred to in 7.02 (a) the new Employee may be asked to sign their Union membership card.

### **7.03 Copies of Agreement**

The Union and the Employer desire all Employees to be familiar with the provisions of the Agreement and their rights and obligations under it. For this reason, it is agreed that a sufficient number of copies will be printed to allow each Employee and management representative to have their own copy. The cost of printing the Agreement shall be shared by the Employer and the Union 50/50.

## **ARTICLE 8 - CORRESPONDENCE**

- 8.01 All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Administrator of the Home and the President of the Union or their designates.

## **ARTICLE 9 - LABOUR/MANAGEMENT RELATIONS**

### **9.01 Representation**

The Union shall notify the Employer in writing of the names of the Union's Officers, Stewards and Committee Members who are chosen in accordance with this Agreement and they shall thereupon be recognized by the

Employer as the representatives of the Union. Similarly, the Employer will supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business. The Union shall have the right to appoint or elect up to a total of six (6) stewards. Where possible, there shall not be more than one steward from any one department or nursing unit.

#### 9.02 Bargaining Committee

- (a) A Union Bargaining Committee shall be appointed and consist of not more than five (5) members of the Union. The Union will advise the Employer of the Union Nominees to the Committee (an alternate shall be permitted to replace an absent Bargaining Committee Member).
- (b) An Employer Bargaining Committee shall be appointed and consist of not more than five (5) representatives of the Employer. The Employer will advise the Union of the Employer nominees to the Committee.

#### 9.03 Labour/Management Committee

To discuss matters of mutual interest with the objective of improved labour/management relations, a Labour/Management Committee consisting of not more than three (3) members of the Union and three (3) management representatives shall be recognized. Where possible, the Union representatives shall be appointed from different departments. The Union will advise the Employer of the Union representatives on the Committee and the Employer shall advise the Union of the Employer representatives on the Committee. The Home Administrator or their designate will be the Chairperson and will be responsible for the preparation and distribution of minutes of the meeting. Minutes will be distributed within two (2) weeks of the meeting, if possible. The Committee will meet at a time and place fixed by mutual agreement as soon as possible following the request of either party but not later than thirty (30) days following the request. The party requesting Labour/Management Committee meeting shall provide the other party with an agenda of the items to be discussed in advance of the meeting. The Committee shall have no jurisdiction over any other committee nor shall it have any authority to amend any provision of the collective working agreement.

#### 9.04 Representatives of Canadian Union

- (a) The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when meeting with the Employer.
- (b) If access to the Employer's premises is required by representatives of CUPE for purposes of meetings other than with the Employer, the prior approval of the Employer must be obtained.

9.05 In the event that either party wishes to call a meeting not specifically concerning the Labour/Management Committee, Collective Bargaining Committee or the grievance procedures, the agenda, time of meeting and participants shall be mutually agreed upon. Attendance at such meetings shall be without loss of pay, benefits and seniority.

#### 9.06 Time off for Committee Meetings

- (a) Any representative of the Collective Bargaining Committee or Labour/Management Committee shall have the right to attend Collective Bargaining Meetings or Labour/Management Meetings held with Management within working hours. Such leave shall be without loss of pay and or benefits and or seniority up to and including arbitration concerning renewal of this Agreement.
- (b) Any representative of the bargaining committee scheduled to work a night (2300 to 0700) prior to, or an evening (1500 to 2300) on the day of negotiations, up to but not including arbitration shall be

replaced and deemed to be working the day shift. The representative scheduled on the night shift on the day of negotiations will be rescheduled at a mutually agreeable time, no later than the next pay period.

#### 9.07 Cancelled Meetings

If a meeting is cancelled by the Union less than three (3) full days prior to the day of the scheduled meeting, the Union shall assume responsibility for lost time pay on behalf of any Union Member, unless in the opinion of the Department Head rescheduling is possible.

If a meeting is cancelled by the Employer less than three (3) full days prior to the day of the scheduled meeting, the Employer agrees to reschedule Employees who would normally have worked that day. Otherwise such Employees shall be compensated for lost time at their regular rate of pay. Employees shall be rescheduled if a meeting is cancelled prior to three (3) days before the scheduled meeting. Scheduled changes as a result of meeting cancellations shall not be subject to the provisions of Clause 16.02.

9.08 The Employer shall notify Employees of their rights to Union representation at return to work meetings. Upon request of a returning Employee, a Union representative shall be granted time to attend a return to work meeting. The Union shall be given at least one day's advance notice of such meeting(s) where possible.

### **ARTICLE 10 - GRIEVANCE PROCEDURE**

#### 10.01 Definition of a Grievance

A grievance shall be considered as a difference between the parties in the interpretation, application or administration or alleged violation of this Agreement. Nothing within the grievance definition or procedure shall prevent an Employee from discussing their concern or complaint with their Supervisor or Department Head.

#### 10.02 Settling of Grievances

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

##### Complaint Stage

It is agreed that an Employee has no grievance until they have first given their immediate Supervisor an opportunity to adjust their complaint within fourteen (14) calendar days of its occurrence or when they ought to have become aware of it. The Employee may request to meet with their Supervisor and is permitted to have a co-worker from their department present at the meeting. Prior approval is required to attend the meeting. The Employee has the option of making a written submission as an alternative to the meeting. The Employer will provide a written response to the complaint and if no satisfactory answer is received within fourteen (14) calendar days from the time it was first discussed with the Employee's immediate Supervisor, the Employee may proceed to Step 1 of the grievance procedure.

##### Step 1

Failing satisfactory settlement at the complaint stage the Union may present the grievance to the appropriate Supervisor within fourteen (14) calendar days following the decision at the complaint stage. The grievance shall be in writing on a mutually approved form and shall include the nature of the grievance, the redress sought and the section or sections of the agreement that are alleged to have been violated. The Supervisor shall deliver their decision in writing within fourteen (14) calendar days following the presentation of the grievance to them.

### Step 2

Failing satisfactory settlement at Step 1, the Union may present the grievance to the Administrator, or designate, in writing within fourteen (14) calendar days following receipt of the decision at Step 1. A meeting will be held within fourteen (14) calendar days from receipt of the grievance between the Administrator, or designate, and the Union. The decision of the Administrator, or designate, shall be delivered in writing within fourteen (14) calendar days of the meeting.

### Step 3

Failing satisfactory settlement at Step 2, either party may refer the grievance to arbitration within thirty (30) calendar days following receipt of the decision at Step 2.

## 10.03 Policy Grievance

The Union may file a grievance alleging violation, misinterpretation or non-application of any provision of this Agreement within fourteen (14) calendar days from the date they have been made aware of any new or revised policies being issued. Such a grievance will be submitted at Step Two (2) of the grievance procedure by the President of the Local or their designate.

## 10.04 Attendance at Grievance Hearings

- (a) A maximum of three (3) Union representatives deemed to be the Grievance Committee, plus the grievor, will be granted leave to attend hearings at any level of the grievance procedure. Such leave shall be without loss of pay and or benefits and or seniority.
- (b) Where a group grievance is presented, attendance at the grievance hearing will be limited to one grievor.

10.05 The Union acknowledges that Union Officers and Stewards have regular duties to perform on behalf of the Employer and that they will not leave their regular duties without obtaining permission from their immediate Supervisor who will be advised of the general type of Union business to be performed during the requested absence. Such permission shall be granted by the Supervisor as soon as reasonably possible. Any Union Officer or Steward who is privileged by this Agreement to take up Union business in a department other than their own will also report to the Supervisor in charge of that department at the time. When resuming their regular duties after engaging in duties on behalf of the Union, a Union Officer or Steward will report to their Supervisor immediately upon their return. The Employer reserves the right to limit the Union Officer or Steward's absence from work.

## 10.06 Facilities for Grievances

The Employer shall provide the necessary facilities for the grievance meetings provided for in Clause 10.02 above.

## 10.07 Failure to Act Within Time Limits

If the Griever or the Union fails to process a grievance to the next step in the grievance procedure within the time limits specified, they shall not be deemed to have prejudiced their position on any future grievance.

## 10.08 Joint Request for Grievance Mediation

The Union and the Employer may agree to participate in joint mediation, which shall be without precedent and prejudice to either party. The parties agree the mediator shall be non-compellable in any proceedings, litigation or hearings that may be subsequent to these mediation efforts. The parties recognize and accept these

proceedings are voluntary and can be concluded at any time. The cost for these proceedings and the mediator shall be shared by the union and the Employer. Failing satisfactory settlement of the grievance at mediation, either party may refer the grievance to arbitration (expedited or regular) within thirty (30) calendar days after mediation.

## **ARTICLE 11 – ARBITRATION**

11.01 When a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting the Grievance Procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration. The grievance may be referred to arbitration through the expedited process of the *Labour Relations Act* as amended from time to time. The parties may agree to a single arbitrator or, alternatively, the grievance may be referred to a board of arbitration and such notice shall contain the name of the party's appointee to an arbitration board. The recipient of the notice shall inform the other party of the name of its appointee to the arbitration board. The two (2) appointees so appointed, shall appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chairperson within thirty (30) days, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision is final, binding and enforceable upon the parties and upon any Employee affected by it. The decision of the majority is the decision of the Arbitration Board, but if there is no majority the decision of the Chairperson governs.

11.02 The Arbitration Board shall not have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board of Arbitration shall have the power to dispose of a discharge or a discipline grievance by any arrangements, which it deems just and equitable.

11.03 Expenses of the Board

Each party shall pay:

- (a) fees and expenses of the nominee it appoints,
- (b) one-half (1/2) of the fees and expenses of the Chairperson.

11.04 No person shall be appointed as an Arbitrator who has been involved in any attempt to negotiate this Agreement or settle a grievance, or a relative of such person.

11.05 Disagreement on Decision

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, which they shall attempt to do within five (5) working days excluding Saturday(s), Sunday(s) and statutory holidays.

11.06 The time limits fixed in both the grievance and arbitration procedures may be extended only by mutual written consent of both parties to this Agreement. Should any grievance not be submitted within the time limits specified, it shall be considered to have been abandoned except where the arbitrator is satisfied that there are reasonable grounds and the opposite party will not be substantially prejudiced by the extension.

11.07 Witnesses

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the Employee(s) concerned as witnesses and any other witnesses. All reasonable agreements will be made to permit the

conferring parties or the Arbitrator(s) to have access to the Employer's premises to view any working conditions, which may be relevant to the settlement of the grievance.

**11.08 Attendance at an Arbitration Hearing**

Leave to attend an arbitration hearing shall be granted without loss of pay, benefits and seniority to the grievor, Union representatives and witnesses called by the Union. However, the Union shall reimburse the Employer for the actual costs of pay and benefits during the period of absence. The Union shall notify the Employer of the names of Employees and hours to be reimbursed. It is understood that such leave shall not be deducted from the leave of absence for Union functions under Article 22.02 (a).

**11.09** The Employer and the Union agree that by mutual written agreement of the parties, a Sole Arbitrator may be substituted for a Board of Arbitration. The appointment and jurisdiction of the Arbitrator shall conform to the provisions of this Article. Each party shall pay one-half (1/2) of the fees and expenses of the Arbitrator and any costs of the place of hearing of such arbitration if and when the necessity arises.

**ARTICLE 12 - DISCIPLINE AND DISCHARGE**

**12.01 Procedures**

An Employee may be disciplined or discharged for just cause and upon the authority of the Employer.

When the Employer deems it necessary to discipline or discharge an Employee, the Employee shall be advised of their right to have a representative of the Union present. This shall include notification at the time of suspension with pay.

The discipline or discharge shall be discussed in private so as to protect the dignity of the Employee. The Union shall be advised in writing by the Employer of the action taken at the time of the discipline.

**12.02 Unjust Suspension or Discharge**

(a) An Employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 10 - Grievance Procedure, within seven (7) days after such discharge or suspension. Steps 1 of the Grievance Procedure shall be omitted in such cases.

(b) An Employee who is found to have been unjustly suspended or discharged, shall be immediately reinstated in their former position without loss of seniority. They shall be compensated for all time lost in the amount equal to their normal earnings or by any other compensation arrangement which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration, if the matter is referred to such a Board.

**12.03 Warnings and Reprimands**

Whenever the Employer deems it necessary to issue verbal or written warnings, the Employee shall be advised of their right to have a representative of the union present. All warnings, verbal or otherwise, shall be given in private so as to protect the dignity of the Employee. A copy of such warning shall be sent to the Union at the time of the discipline.

**12.04 Disciplinary Record**

The record of an Employee, as it applies to this Article, shall not be used against them at any time after:

- eighteen (18) months – issues related to work attendance
- twelve (12) months – all other issues

and shall be removed from the Employee’s personnel file and discarded if no further similar incidents occur.

The record of an Employee, as it applies to this Article, shall not be used against them at any time after:

- twenty-four (24) months – issues related to resident care

and shall be removed from the Employee’s personnel file if no further similar incidents occur. These reports will not be discarded.

In the event of a leave of absence greater than thirty (30) days, the timelines above will be extended by the length of the leave. These reports will not be discarded.

#### 12.05 Non-Disciplinary Reports

The Employer shall notify an Employee in writing of dissatisfaction concerning their work within two (2) calendar weeks of the event, or when the Employer was made aware of the event. Such reports shall be removed from the Employee’s personnel file and discarded if no further similar incidents occur:

- after twelve (12) months; or,
- after eighteen (18) months for issues of work attendance.

For issues of resident care, the report shall be removed from the Employee’s file after twenty-four (24) months, where there are no further issues. In the event of a leave of absence greater than thirty (30) days, the timelines above will be extended by the length of the leave. These reports will not be discarded.

Performance Appraisals are exempt.

#### 12.06 Access to Personnel File

An Employee shall have access to their personnel file subject to the following:

- three (3) business day's notice or such shorter period as can be accommodated by the personnel office and not more than once per year or during grievance procedure. During the grievance procedure the Employee can request that a union representative assist them with their file.
- the appointment shall be made for a time outside of the Employee's and union representative’s shift.
- copies of above mentioned may be taken if not previously received by Employee, at the Employee’s expense consistent with County of Renfrew By-laws, as may be amended and including clerical staff time to photocopy if the quantity is excessive.

#### 12.07 Employer Investigations

- (a) When the Employer is conducting a workplace investigation, the Employees who are the primary subject of any investigation will be entitled to have Union representation during the investigation. Witnesses or individuals who are not the primary subject of the investigation will be expected to meet with the Employer without a Union representative.

- (b) The member being investigated shall have the choice of their Executive member to represent them in the investigation meeting, however, if said representative is not readily available, another Executive member may be asked to participate by the Employee.
- (c) All parties would be expected to follow the Employer's protocols for conducting the investigation.
- (d) Due to mandatory requirements of the Ministry of Health and Long-Term Care, where no Union Executive member is readily available, another CUPE member may participate. Any member of CUPE that sits in on an Employer investigation will be required to ensure that anything learned during the investigation remain confidential.

## **ARTICLE 13 - SENIORITY**

### **13.01 Seniority Defined**

(F/T, P/T)

- (a) Seniority is defined as the length of continuous service with the Employer and shall be based on the number of credited hours. An Employee cannot accrue more than one (1) year's seniority in a twelve (12) month period.

(P/T/R)

- (b) Part-time Employees shall have the equivalent of one (1) year's service for each 1,840 hours worked.

Part-time Employees shall be called in rotation and in accordance with their seniority for all available hours or shifts in a pay period in their department, provided the call-in does not attract premium pay, except the shift premium. An Employee cannot accrue more than one (1) year's seniority in a twelve (12) month period.

(F/T, P/T)

- (c) The principle of seniority shall operate on a bargaining unit wide basis. When an Employee transfers from the part-time service to the full-time service and vice versa, their seniority shall carry forth to the new position.

### **13.02 Seniority List**

(F/T, P/T)

The Employer shall maintain a seniority list showing the date of hire and the total number of hours worked of each full-time and part-time Employee who has completed their probationary period.

A copy of the up-to-date seniority list, which shall include all Employees' current addresses and phone numbers, will be filed with the Union and a revised list will be supplied in November, March and July of each year. In addition, at the time of any layoff the Union, upon request, will be given a copy of a revised seniority list updated to notice of layoff. The seniority list shall be shared electronically with the members and shall not include Employees' addresses or phone numbers.

### **13.03 Probation of Newly Hired Employees**

(F/T)

- (a) Newly hired Employees shall be on probation for a period of 1040 working hours from the date of hiring. During the probationary period, Employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. This probationary period may be extended through mutual agreement by the Employer and the Union. The maximum extension of the period would be

one (1) additional probationary period. The employment of such Employees may be terminated at any time during the probationary period without recourse to the grievance procedure.

(P/T)

- (b) Part-time and Relief Employees shall be on probation for a period of 920 working hours from the date of hiring. During the probationary period, Employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. This probationary period may be extended through mutual agreement by the Employer and the Union. The maximum extension of the period would be one (1) additional probationary period. The employment of such Employees may be terminated at any time during the probationary period without recourse to the grievance procedure.

#### 13.04 Loss of Seniority

(F/T, P/T)

An Employee shall lose seniority rights in the event and be deemed terminated in the event:

- (a) They are discharged for just cause and is not reinstated;
- (b) They resign;
- (c) They are absent from work in excess of three (3) working days without sufficient cause or without notifying the Employer;
- (d) They fail to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the Employee to keep the Employer informed of their current address. An Employee recalled for casual work or employment of short duration not exceeding a period of two (2) weeks, at a time when they are employed elsewhere, shall not lose their recall rights for refusal to return to work. In the case the Employee refuses such offer then the job can be filled for the two (2) weeks without posting;
- (e) They are laid off for a period of more than two (2) years;

A laid-off Employee may refuse any recall without loss of seniority for up to two (2) years if such recall is in a different classification from which they were laid off without losing their recall right of refusing to return to work.

- (f) They overstay a leave of absence without permission of the Employer, unless for just cause;
- (g) After any continuous unpaid leave of absence in excess of two (2) years.

13.05 Relief Employees who have been offered and declined work, and/or do not maintain their availability in the scheduling system, resulting in failure to work for a period of three (3) consecutive months except in the case of an approved leave, included but not limited to sick or maternity, may be terminated.

#### 13.06 Transfers and Seniority Outside of the Bargaining Unit

(F/T, P/T)

No Employee shall be transferred by the Employer 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 acquired at the date of leaving the Unit, but will not accumulate any further seniority. Upon completion of a twelve (12) month period, their seniority will become null and void in the bargaining unit.

If an Employee returns to the bargaining unit they shall accumulate earned seniority during their time outside the bargaining unit up to one year, and they shall be placed in their former classification, provided they have seniority over the present Employee. Such return shall not result in the lay-off or bumping of an Employee holding greater seniority.

## **ARTICLE 14 - JOB VACANCIES, TRANSFERS AND PROMOTIONS**

### **14.01 (a) Job Posting** (F/T, P/T/R)

- i) When the Employer decides to fill a permanent vacancy or new position in the Bargaining Unit, notice of the position will be posted on the bulletin board, as well as shared electronically for a minimum of seven (7) business days so that all members will know about the position and be able to make written application therefore. The postings shall stipulate the qualifications, classifications rate of pay, location/department and shift.

Vacancies created by filling of an initial permanent vacancy will be posted for a period of three (3) consecutive calendar days, excluding Saturdays, Sundays and Holidays. Applications for such vacancies shall be made in writing within the three (3) days period referred to herein.

- ii) It is understood and agreed that the Employer may advertise the vacant position externally at the same time as the internal posting in order to expedite the filling of the vacancy.

### **(b) Temporary Transfer/Term Vacancy** (F/T, P/T,R)

- i) When the Employer temporarily transfers an Employee to perform duties of a full-time or part-time classification, the temporary position will first be offered to the Employees in the same job classification by seniority and thereafter to the most senior qualified available Employee in the Bargaining Unit, who has previously worked in the position. Such determining factors shall be governed by Article 14 of the Collective Agreement. Employees working in these vacancies shall be permitted to apply on future postings, where the vacancy applied for has greater hours.

- ii) Except where a shift schedule conflicts, an Employee shall not suffer any reduction in their shift total, in their regular classification, as a result of their temporary transfer.

- iii) An Employee may be temporarily assigned/transferred without their approval, subject to i) above.

### **(c) Shift Rotation Selection Process**

When the Employer decides to change the master rotations, they shall be offered for selection by seniority on a yearly basis. The name of the unit and area of work shall be included in the selection process.

### **14.02 Information on Postings**

Such notice shall contain the following information: classification title, department, full-time or part-time, shift and hours of work, duties (consistent with principal duties of job description), skills, qualifications, wage rate, date of posting, deadline for applications, and the number of positions available.

### **14.03 Role of Seniority**

(F/T, P/T,R)

Each party recognizes:

- (a) the principle of promotion within the service of the Employer;
- (b) that job opportunity should increase in proportion to length of service;
- (c) management shall fill any vacant position for a temporary period not to exceed a total of three (3) weeks, pending a permanent position posting to the vacant position.

Therefore, in making staff changes, transfer, or promotions to a position, which has been posted, appointment shall be made of the applicant having the required qualifications and ability, but where two or more applicants have the required qualifications and ability, the appointment shall be given to the applicant who has the greater seniority. Appointment from within the bargaining unit shall be made within three (3) weeks of posting unless a further extension is mutually agreed.

#### 14.04 Temporary Transfers

(F/T, P/T)

Whenever an Employee voluntarily temporarily transfers to another classification or change in status that has a wage range equivalent to or lower than the current wage range, and if they have not been in the classification in the last two (2) years, they shall start at the starting rate of that classification. Management will review the performance of the Employee after the lesser of thirty (30) days or one hundred and sixty (160) hours worked and if the Employee is qualified to perform the work in the new classification and is performing satisfactorily, the Employee will be placed at the same step in the wage range of the new classification to which is closest to but not less than their current base pay rate.

Temporary transfers greater than one (1) year require the written agreement of the Employee being transferred.

#### 14.05 Union Notification

(F/T, P/T)

The Union shall be notified of all vacancies and of the name of the successful applicant if any, within twelve (12) days of the end of the posting period.

#### 14.06 Trial Period for Permanent Job Postings

(F/T, P/T)

(a) When a member of the Bargaining Unit is the successful applicant in a new job classification, not inclusive of a change in status (F/T, P/T, R), they shall be placed on trial for a period of 320 working hours.

(F/T, P/T)

(b) 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, or if the Employee wishes to return to their former position within the first month (full-time), one hundred and sixty (160) working hours (part-time), 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. If the successful applicant chooses to return to their former position within the first month (full-time), 160 working hours (part-time), they shall not be allowed to apply for the position they had vacated for the period of one (1) year.

## ARTICLE 15 - LAY-OFFS AND RECALLS

15.00 In the event of a proposed lay-off, the Employer will meet with the Labour/Management Committee prior to notification being provided to the union or Employee(s). The purpose of the meeting will be to review the lay-off process or any alternative that may be recommended.

### 15.01 Definition of Layoff

(F/T, P/T)

- (a) Full-time - A layoff shall be defined as a reduction in the hours of work or the work force.
- (b) Part-time - A layoff shall be defined as a reduction in the work force or a forty (40%) reduction in the regular hours of a part-time Employee as per the qualification period set out in the *Employment Standards Act*.

### 15.02 Layoff Procedure

(F/T, P/T)

In the event of a layoff, Employees shall be laid off in reverse order of their seniority. An Employee in receipt of lay-off may:

- (a) accept the layoff; or,
- (b) bump an Employee with less seniority if the Employee possesses the qualifications.

A part-time Employee shall not have the right to displace a full-time Employee unless there are no other less senior part-time Employees in the bargaining unit for them to displace.

All Employees in receipt of a layoff notice shall advise the Employer of their choice within five (5) working days of receipt of such layoff.

### 15.03 Recall Procedure

(F/T, P/T)

- (a) Employees who are on layoff shall be recalled in order of seniority provided that they are qualified to perform the work available.
- (b) Employees on layoff shall be entitled to apply for any internal job posting.
- (c) If an Employee is recalled to a position that is different from the one from which they were laid off they shall receive a trial period of ten (10) working days. If the person is unable to perform the duties of the job they will be returned to lay off status without losing recall rights to their former position.

### 15.04 Advance Notice of Layoff

(F/T, P/T)

- (a) The Union shall be given at least eight (8) weeks notice of any reduction of permanent staff or reduction of hours worked by permanent employees of the bargaining unit.
- (b) The Employer shall notify employees who are to be laid off at least two (2) weeks, or consistent with their entitlement in the *Employment Standards Act*, whichever is greater, before the layoff is to be effective. If the employee laid off has not had the opportunity to work their scheduled hours during the full two (2) weeks after notice of layoff, they shall be paid in lieu of work for that part of such scheduled hours during which work was not made available. Laid off employees will receive notice consistent with the provisions of the *Employment Standards Act*.

### 15.05 No New Employees

(F/T, P/T)

No new Employees will be hired until those laid off have been given the opportunity for recall in accordance with 15.03.

- 15.06 **Grievance on Lay-Off**  
(F/T, P/T)  
Grievances concerning lay-offs effected in accordance with this Article shall be initiated at Step 2 of the Grievance Procedure.
- 15.07 In the event a lay-off notice is issued the Employer agrees to meet with the Labour/Management committee to discuss the lay-off within one week after the notice has been given.
- 15.08 A separation allowance consistent with the *Employment Standards Act* will be paid to Employees in receipt of a notice of lay-off who elect to take it. It is understood that Employees who accept any separation allowance have terminated their employment and forfeit all recall rights.

## ARTICLE 16 - HOURS OF WORK

- 16.01 (F/T)
- (a) The normal daily hours of work for full-time Employees, including the thirty (30) minutes for a meal period, shall be eight (8) hours per day. Meal times shall be allocated by management within each eight (8) hour period. There shall be a fifteen (15) minute rest period allocated twice during each eight (8) hour work period.
- (P/T)
- (b) The scheduled hours of work for part-time Employees, including the thirty (30) minutes for a meal period, shall not exceed fifty-six (56) hours per pay period, save and except for relief, or for replacement of an Employee absent from work due to an approved leave of absence.
- (c) Employees working a shift of less than eight (8) hours shall receive meal and rest periods on the following basis:
- | Hours in Shift | Minutes of Break |
|----------------|------------------|
| 4.0            | 15               |
| 5.0            | 30               |
| 6.0            | 30               |
| 8.0            | 60               |
- (d) No scheduled shift shall be less than four (4) hours, with the exception of the Food Service Department and Client Programs where the minimum shift shall be three (3) hours.

### 16.02 Schedule (Normal Days of Work)

- (F/T)
- (a) The normal days of work shall be a total of ten (10) days per pay period and any and all Employees may be required to work a shift schedule. Work schedules shall consist of two (2) consecutive weeks and shall be posted on the bulletin board two (2) weeks in advance. Should a scheduled shift be changed and the affected Employee not given seven (7) days' notice, the first day of the new schedule shall be paid at the rate of time and one half (1-1/2).
- (F/T)
- (b) In the event that there is a sudden scheduled shift change as outlined above, the displaced Employee shall be returned to their regular rotation as soon as practically possible.

(P/T)

- (c) Work schedules shall consist of two (2) consecutive weeks and shall be posted on the bulletin board two (2) weeks in advance. In the event that the Employer cancels the scheduled shift of a part-time employee, the Employer agrees to notify the employee twenty-four (24) hours prior to the start of the scheduled shift. If such notice has not been provided, the Employer may assign the Employee alternate work for the shift or the Employee shall be paid for the scheduled shift, to a maximum of four (4) hours or the duration of the shift, whichever is less, at one and one-half (1-1/2) times their regular rate of pay.

#### 16.03 Weekends to Allow Equality of Distribution

For all regular workers, weekends will be planned to allow equality of distribution where possible. Days off shall be scheduled consecutively when practicable. Workers who wish weekends off shall be scheduled to allow two (2) weekends off in every five (5). For the purposes of this clause, a weekend shall be defined as the hours between 2300 hours Friday to 0700 hours the following Monday.

#### 16.04 No Split Shifts

(F/T, P/T)

No full-time or part-time Employee shall be required to work a split shift.

#### 16.05 Call-In

- (a) Call-in is defined as being called to work an unscheduled shift.
- (b) If called in to work after a shift has clearly begun, or if not given enough call-in time to report to work before the shift starts, the Employee shall be paid for the full time worked plus one-half (1/2) hour, up to a maximum of the scheduled shift.

### ARTICLE 17 - OVERTIME

#### 17.01 Compensation Outside Scheduled Hours

(F/T)

- (a) Authorized work performed by regular full-time Employees outside the scheduled hours of work shall be considered to be overtime and shall be paid at the rate of time and one-half (1-1/2).

(P/T)

- (b) A part-time Employee shall receive time and one-half (1-1/2) their regular straight time with pay for all hours worked in excess of eight (8) hours per day or forty (40) hours per week.

#### 17.02 Supply of Meals

Employees required to work more than two (2) hours overtime during the hours when the kitchen is functioning will be provided with a meal.

#### 17.03 Sharing of Overtime

Overtime and call-back time shall be assigned as equitably as possible among Employees who work in the affected department on a regular daily basis and who are willing and qualified to perform the available work.

#### 17.04 Overtime Assignment

The parties agree that the Employer will assign overtime in order of seniority to Employees based on their submitted availability. Where the overtime is not filled the Employer will call and offer the overtime to all qualified Employees in order of seniority. Where none of these Employees volunteer, the overtime will be assigned to the least senior of these Employees who are at workplace at the time of assignment.

#### 17.05 Call-back Guarantee

- (a) Call-back is defined as being called back to work, after leaving the premises of the Lodge, for an unscheduled term, which is not a regular shift.

(F/T, P/T)

- (b) An Employee who is called back to work shall be paid a minimum of three (3) hours at time and one-half (1-1/2) their regular hourly rate. The three (3) hour call-back guarantee shall not apply to subsequent call backs within the same three (3) hour period.

- (c) Call backs shall be assigned as equitably as possible amongst the Employees working in the affected department.

#### 17.06 Time Off in Lieu of Payment

All Full-time and Part-time Employees overtime is to be paid at the rates agreed. This does not preclude, however, an Employee requesting to take time off in lieu of overtime pay. If approved, time off shall be at the appropriate overtime rate. Such arrangements shall be by mutual agreement. No carry over and all outstanding banked lieu time will be paid out at the end of the year.

Staff on active payroll can access their lieu banks for payment with a request made to payroll on the Wednesday preceding the pay period end date, not to exceed eighty (80) hours in a pay period.

#### 17.07 No Lay-Off to Compensate for Overtime

Employees shall not be required to lay-off during regular hours to equalize any overtime worked.

#### 17.08 Overtime Assignment While Employees on Layoff

Overtime shall not be assigned on a regular basis while there are Employees on lay-off who are capable of performing the work available; however, casual overtime may be assigned under such circumstances.

#### 17.09 When an Employee is scheduled overtime of at least three (3) hours beyond their normal shift, the overtime assignment shall include a fifteen (15) minute rest period.

#### 17.10 Turnaround Time

An Employee required to start a new shift within twelve (12) hours of completing their previous regularly scheduled shift shall be paid at the rate of time and one-half (1-1/2) for all hours, which fall within the twelve (12) hour turnaround time. The Food Service and Client Program Departments will be ten (10) hours turnaround time.

The Employer agrees not to use this practice in an excessive manner.

## 17.11 Standby

The parties agree to the following provisions related to the introduction of standby responsibilities at Miramichi Lodge:

- (a) Standby pay shall be defined as premium received by an Employee in the Maintenance Department as a result of the Employee being available on a standby basis outside of the Employee's scheduled working hours.
- (b) Subject to operational requirements and at the discretion of the Employer, standby responsibilities may be assigned to bargaining unit Employees working in the Maintenance Department.
- (c) During the standby period, the Employer will provide the Employee with a paging device. The Employee shall endeavour to report to work within thirty (30) minutes.
- (d) For each hour an Employee is assigned standby responsibilities, they shall be paid two dollars and fifty cents (\$2.50) per hour, when not receiving call-back pay, effective on the date of the arbitration award.
- (e) If while on standby an Employee is required to report to work, they shall be paid time and one-half (1-1/2) their regular hourly rate for all hours worked, or a minimum of three (3) hours at time and one-half (1-1/2) their regular hourly rate.
- (f) Only work performed on the premises of Miramichi Lodge shall be considered as work for pay purposes.
- (g) Standby assignment shall be shared as equitably as possible among bargaining unit members working in the Maintenance Department.
- (h) There shall be no premium beyond the normal standby pay for standby responsibilities on a statutory holiday.
- (i) Subject to management approval, Employees who are assigned to be on standby shall be entitled to exchange assignments with another Maintenance Employee. Such approval shall not be unreasonably withheld.

## ARTICLE 18 - SHIFT WORK

### 18.01 Shift Premium

(F/T, P/T/R)

#### Shift Premium

- (a) An Employee shall be entitled to a shift premium for all hours worked between 1500 and 0700. The premium rate shall be \$0.85 per hour effective January 1, 2023. Effective January 1, 2024, the paid premium shall be \$0.90 per hour. Effective January 1, 2025, the paid premium shall be \$0.95 per hour. Only the hours worked between 1500 and 0700 shall be paid the shift premium.

#### Weekend Premium

- (b) All Employees who work from 2300 hours Friday to 0700 hours Monday shall be paid an additional weekend premium. The premium rate shall be \$0.60 per hour effective January 1, 2023. The premium rate shall be \$0.65 per hour effective January 1, 2024. The premium rate shall be \$0.70 per hour effective January 1, 2025.

## 18.02 No Pyramiding

(F/T, P/T)

Employees who are assigned to work overtime at premium rates of pay between 1500 hours and 0700 hours shall be paid the said shift premium, but the premium overtime rate shall be calculated on the regular rate of pay not including the shift premium.

## ARTICLE 19 - PAID HOLIDAYS

### 19.01 Holidays to be Observed

(F/T, P/T)

(a) The following shall be observed by the Employer as paid holidays for Employees:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	National Day for Truth & Reconciliation
Easter Monday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
	Boxing Day

Plus any other day proclaimed hereafter by the Federal or Provincial Government shall be recognized as an additional holiday.

(F/T)

(b) In addition to the holidays listed above, each full-time Employee of the Bargaining Unit shall be allowed one (1) additional holiday to be known as a Floating Holiday, and granted effective January 2<sup>nd</sup>. (For administrative purposes only - the entitlement to use January 1<sup>st</sup> as the Floating Holiday will remain in place). The date and time for taking the Floating Holidays shall be mutually agreed upon by the Employer and the Employee.

(P/T)

(c) In addition to the holidays listed in (a) above, each part-time Employee shall be allowed January 1<sup>st</sup> in lieu of the Floating Holiday enjoyed by full-time Employees.

(d) By September 15th of each year the Employer agrees to notify in writing each full-time Employee of their unused paid holidays.

(F/T, P/T)

(e) It is understood that for Employees whose regular shift begins at 2300 hours, the twenty-four (24) hour period for a paid holiday for time keeping purposes begins at 2300 hours the day preceding the holiday to 2300 hours the day of the holiday.

### 19.02 Qualification for Holiday Pay

(a) In order to qualify for holiday pay, an Employee must work their full scheduled shift immediately preceding and immediately following the holiday and must work on such holidays if scheduled to work, except where the absence is as a result of sickness or absence authorized by management. W.S.I.B. shall not be considered as an absence authorized by management.

(b) An Employee shall not receive holiday pay for holidays which occur during unpaid absences (including Workplace Safety Insurance and Maternity, Adoption or other Parental Leaves) or after a period of thirty (30) days leave for illness.

### 19.03 Compensation for Holidays

(F/T)

(a) Full-time Employees shall be paid for the above holidays on the basis of eight (8) hours at the regular straight time hourly rate.

(P/T)

(b) Part-time Employees shall be paid for the above holidays on a pro-rated basis, that is, by multiplying the average duration of shifts over the preceding four (4) weeks by the regular straight time hourly rate.

### 19.04 Compensation for Holidays Worked

(F/T)

(a) A full-time Employee who qualifies and works on a paid holiday shall be paid at the rate of time and one-half (1 1/2) their normal rate for all hours worked plus receive another day off with pay at a time agreeable to the Employer and the Employee. An Employee has the option to accumulate the Floating holiday under Article 19.06.

(P/T)

(b) A part-time Employee who qualifies and works on a paid holiday shall be paid at the rate of time and one-half (1½) their normal rate for all hours worked and, in addition, may bank or be paid for the holiday in accordance with 19.03(b). An Employee has the option to accumulate the Floating holiday under Article 19.06.

(c) An Employee who does not qualify and who works on a paid holiday shall be paid at the rate of time and one-half (1½) their normal rate.

### 19.05 Compensation for Holidays Falling on Scheduled Day Off

(F/T)

If a paid holiday is observed on an Employee's scheduled day off and the Employee qualifies but does not work on that day, they shall be allowed another day off with pay in accordance with 19.03, at a time agreeable to the Employer and the Employee. Such time off may be taken as whole or half days.

### 19.06 (F/T, P/T)

An Employee shall be entitled to accumulate days off in lieu (statutory holiday) and to carry forward a maximum of four (4) days off in lieu into the following year and to be paid on or about December 31st of each year the remainder of the accumulated days.

### 19.07 Time Off At Christmas and New Year's

Effort will be made to schedule Employees at Christmas and New Year's such that an Employee granted time off will be given four (4) consecutive days off at either Christmas of which two (2) days are to be December 24 & 25 or New Year's of which two (2) days are December 31 & January 1.

An Employee requesting time off at Christmas or New Year's will submit their request by October 15 of each year, stating their preference for Christmas or New Year's. Time off will be granted as equitably as possible on an alternating basis. The schedule will be posted by November 15.

The regular schedule may be altered during the period of Dec 15 to Jan 15 of the following year.

**ARTICLE 20 – ANNUAL VACATION**

**20.01 (a) FULL-TIME VACATION ENTITLEMENT, QUALIFIERS AND CALCUALTIONS OF PAYMENT**

(The following clause is applicable to Full-Time Employees only)

An employee who has completed the following number of continuous years of service:	But less than the following number of continuous years of service:	Is entitled to the following number of weeks of annual vacation with pay:
0	1	2*
1	8	3
8	15	4
15	22	5
22		6

\* During the first year of employment, Employees shall be credited with vacation leave at the rate of .83 days for each full calendar month worked up to December 31st.

- (b) For the purpose of determining vacation entitlement, the full-time date of hire is the anniversary date. Employees who have had part-time service continuing into full-time service will have a calculated date of hire for the purpose of determining vacation entitlement. The calculation for date of hire will be formulated based on seniority hours divided by one thousand eight hundred and forty (1,840) hours.
- (c) The vacation year shall be from January 1st to December 31st.
- (d) Except where legislated otherwise, vacation shall not accrue or be eligible for payment after thirty (30) days of unpaid leave, including Workplace Safety Insurance, or after thirty (30) days' leave due to illness.
- (F/T)
- (e) Vacation may be taken in whole or half days.

**20.02 (a) PART-TIME ENTITLEMENT, QUALIFIERS AND CALCULATION OF PAYMENT**

(The following clause is applicable to Part-Time Employees only)

An employee who has completed the following number of continuous hours of service:	But less than the following number of hours of continuous service:	Is entitled to the following percentage of vacation pay plus the equivalent time off:
Less than 1,840		4%
1,840	14,720	6%
14,720	27,600	8%
27,600		10%

Progression on Vacation Schedule (Part-Time)

Part-time Employees, including casual Employees, shall accumulate service for the purpose of progression on the vacation scale, on the basis of one (1) year for each 1,840 hours worked.

- (b) A part time Employee will be entitled to fourteen (14) days of vacation. After three (3) years (5,520 hours) of employment a P/T employee will be entitled to twenty one (21) days of vacation. After fifteen

(15) years (27,600 hours) of employment, a P/T employee will be entitled to twenty eight (28) days of vacation. A P/T Employee must make application consistent with Article 20.07.

#### 20.03 Compensation for Holiday Falling Within Vacation Schedule

(F/T)

If a paid holiday is observed during an Employee's annual vacation period, the Employee shall be allowed a lieu day off at a mutually agreeable date.

#### 20.04 Calculation of Vacation Pay

(F/T)

(a) Vacation pay shall be calculated at the rate effective immediately prior to the vacation period and Employees shall receive their vacation pay prior to the beginning of their vacation period, provided that Employees notify the pay office four (4) weeks before the start of the vacation period.

(P/T)

(b) Earned vacation pay for part-time Employees shall be paid twice a year on or before June 15 and on or before December 15 by separate payment.

#### 20.05 Vacation Pay on Termination

(F/T)

(a) An Employee who leaves full-time employment with earned vacation to their credit shall be paid the unused portion of their vacation credits. An Employee who has used vacation leave credits not yet earned will be required to reimburse the Employer for the unearned portion of vacation leave.

(P/T)

(b) A part-time Employee whose employment is terminated shall be paid any earned vacation pay to their credit.

#### 20.06 Preference in Vacation

Preference for vacation periods shall be given to Employees in accordance with the Employee's seniority.

#### 20.07 Vacation Schedule

(a) Employees shall be given opportunity to request their vacation by seniority at a departmental meeting in the second week of November of each year, for the period of Jan 1 to April 30 of the following year.

(b) At the time of posting, the Employer shall identify the number of Employees who can leave at one time, within each job classification.

(c) Vacation schedules shall be authorized and posted by December 15 and shall not be changed unless agreed upon by the Employer and the affected Employee(s).

(d) Employees shall be given opportunity to request their vacation by seniority at a departmental meeting which will be held during the last week of March for the period of May 1 to December 31.

(e) Vacation schedules shall be authorized and posted by May 1 and shall not be changed unless agreed upon by the Employer and the affected Employee(s).

(f) In the event of a conflict, seniority shall prevail and the Employer shall inform the affected Employees. The affected employee will be required to make an alternate choice at the scheduled meeting.

- (g) Vacation time not requested under (a) above shall be granted on a first come first served basis.
  - (h) An Employee who is unable to attend the departmental meeting as outlined above shall be allowed to submit their choices in writing. Such requests shall be forwarded or given to the department head prior to or during the meeting.
- (F/T)
- (i) For the purpose of vacation scheduling a week shall consist of five (5) days vacation and two (2) days off.

#### 20.08 Summer Vacation Selection

(F/T, P/T)

- (a) In order to allow the maximum number of Employees off during July and August, employees will be restricted to selecting two (2) consecutive weeks or two blocks of seven (7) consecutive days in order of seniority. Where blocks of seven (7) are not available, part weeks (greater than two (2) consecutive days) will be permitted until the vacation schedule is filled. Subsequently, single days of vacation will be granted in order of seniority on a rotational basis.
- (b) Employees will be allowed to schedule one (1) week of their vacation entitlement on a one (1) day basis times five (5).
- (c) Following the vacation-scheduling meeting, additional requests will be considered on a first come first serve basis as approved by the Employer and as operational needs allow.

#### 20.09 (F/T)

- (a) An Employee may elect to carry over not more than ten (10) days of their earned vacation to the following year but the vacation carried over to the next year must be taken in that year.
- (b) Requests to carry of vacation to the next year must be submitted by December 1<sup>st</sup>.

#### 20.10 Cancellation of Vacation

Employees are permitted to cancel approved vacation on the Wednesday prior to the posting of the applicable work schedule. Cancellation of a block submission requires the cancellation of the entire block approved.

With mutual agreement between CUPE, the Employer and the Employee, exceptions can be made.

### **ARTICLE 21 - SICK LEAVE**

#### 21.01 Sick Leave Defined

(F/T)

- (a) Sick Leave shall be considered to mean the period of time an Employee is absent from work at full pay because of sickness or disability or because of an accident for which compensation is not being paid under the W.S.I.B.

(P/T)

- (b) The normal provisions of sick leave compensation as applicable to full-time Employees are compensated for in wage rates of part-time Employees.

## 21.02 Annual Paid Sick Leave

(F/T)

Eighteen (18) days sick leave credit shall be accumulated annually by each Employee at the rate of one and one-half (1½) days for each month an Employee is on the active payroll. Employees will be credited their entitlement the month after it is earned. Sick leave shall not accrue after thirty (30) days leave due to illness.

## 21.03 Deduction From Sick Leave

(F/T)

Employees who are absent because of illness shall have the number of days absent deducted from their accumulated sick leave credits.

## 21.04 Proof of Illness

An Employee may be required to produce a certificate from a medical practitioner for any illness in excess of three (3) consecutive working days, certifying that they are unable to carry out their duties due to illness. In addition, the Employer may require such certificate for absence for less than three (3) days where the Employee has been warned of excessive absenteeism.

## 21.05 Sick Leave During Leave of Absence

(F/T)

When an Employee is given leave of absence without pay for any reason, or is laid off on account of lack of work, they shall not continue to accumulate sick leave and shall not be entitled to receive pay for sickness for the period of such absence, but shall retain their cumulative credit, if any, existing at the time of such leave or lay-off.

## 21.06 Sick Leave Records

(F/T)

Upon request but not more than once a year, an Employee shall be given the opportunity to verify their sick leave credits.

## 21.07 Payment for Unused Sick Leave on Severance, Retirement or Death

(F/T)

An Employee having accrued sick leave to their credit shall, on severance or retirement, receive a salary grant in lieu thereof equal to fifty percent (50%) of such credit at the rate of pay effective immediately prior to severance, to a maximum of six (6) months pay. In the event of death, such salary grant shall be paid to the Estate or designated Beneficiary.

## 21.08 Unpaid Sick Leave of Absence

If an Employee requires an unpaid sick leave of absence in excess of ten (10) working days due to insufficient sick leave credit, or in the case of part-time employees the absence of sick leave credits, the Employee must submit a request for leave to their Supervisor within a period of ten (10) days following the incident which would cause the paid sick leave (if applicable) to expire, supported by a medical certificate, satisfactory to the Employer, stating the required duration of leave.

Such request may be granted for a period of up to three (3) months according to the period specified by the medical certificate. Subsequent requests must be submitted in advance of expiration of the previous leave

granted and must also be supported by a medical certificate stating the required duration of leave. The application must be filed with the Employee's Supervisor for approval.

During approved leaves of absence an Employee may continue benefit coverage to the extent permitted by the insuring company provided the Employee assumes and keeps current the premium costs of the benefits. The Employer shall notify the Employee of the premium costs but shall not continue the benefit coverage unless premiums are kept current by the Employee.

If a request for an extension of unpaid sick leave of absence is rejected, the Union shall reserve the right to file a Policy Grievance under Article 10 - Grievance Procedure, sub-article 10.03.

When the Employer determines that a full-time Employee may have insufficient sick leave credits for the anticipated duration required, the Employer will notify the Employee of the sick leave credits remaining and the obligation of the Employee to request an unpaid leave of absence. The Employee shall also be advised of the terms under which life and health insurance benefits may be continued.

Failure by a full-time or part-time Employee to make application for leave may result in discipline except in circumstances where an individual is medically incapable of making application.

21.09 (F/T)

During the first year of an unpaid Sick Leave of Absence the Employer agrees to continue its portion of premium contribution toward the Extended Health Care Plan, Dental Plan and Life Insurance provided that the Employee keeps their premiums current and provided that the employee applies for any available waiver of premium under any of the plans.

21.10 Employees may, on two (2) occasions per year, with the approval of the Employer, use up to a maximum of eight (8) hrs. per day of their accumulated sick leave credits in order to engage in personal preventative medical health and dental care. Such permission shall not be unreasonably withheld.

## **ARTICLE 22 - LEAVE OF ABSENCE**

22.01 Absence for Union Representatives

For the purpose of leave for any meeting, Employees must apply for and receive permission from Management prior to leaving their places of employment. Such approval shall not be unreasonably withheld.

22.02 Leave of Absence for Union Functions

(a) Leave of Absence without pay may be granted subject to operational requirements to Employees elected to represent the Local at Union functions. Such leaves shall not exceed a cumulative total of one hundred and ten (110) days per year. No more than three (3) Employees may leave at any one time, unless prior approval is granted. No more than two (2) Employees, where possible, will be given leave from one job classification at any one time. Where possible, applications for such leave must be received by the Employer not less than two (2) weeks in advance of the date of commencement of the leave.

(b) An Employee shall receive the pay and benefits provided for in this Agreement while on unpaid leave of absence for union functions. However, the Union shall reimburse the Employer for all actual costs of pay and benefits during the period of absence.

- (c) If an Employee granted a leave of absence in accordance with 22.02(a) is scheduled to work the 2300 to 0700 hour shift, two (2) consecutive shifts shall be granted.
- (d) The Employer agrees to bill the Union on a monthly basis for Union leave.

#### 22.03 Leave of Absence for Full-time Union Duties

An Employee who is selected for a full-time position with the Union shall be granted leave of absence without pay or benefits but without loss of seniority for a period of up to two (2) years, provided that if such leave of absence extends beyond one (1) month the Employer will maintain benefits where there is an agreement from the Union to reimburse the Employer for premiums; and provided further that a written request for such leave is made at least four (4) weeks in advance.

#### 22.04 Bereavement Leave

- (a) Employees shall be compensated five (5) days' pay of scheduled shifts at the Employee's straight time hourly rate for time lost in the event of the death of the Employee's spouse (to include a declared common-law relationship and same sex partner), parent, child or stepchild. An Employee shall be compensated three (3) days' pay at the Employee's straight time hourly rate for scheduled shifts for time lost in the event of the death of the Employee's father-in-law, mother-in-law, step-mother, step-father, step-grandparents, spouse's grandparents, sister, brother, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents, grandchildren or foster child.

When the funeral, burial or celebration of life occurs outside of Renfrew County, such leave may include reasonable travelling time at the discretion of Management. The Employer requires an Employee who takes leave under this section, to provide evidence, reasonable in the circumstances, that the Employee is entitled to the leave. Such evidence shall be submitted within one (1) week of the leave.

- (b) One (1) day leave shall be granted without loss of salary or wages to attend a funeral as a pallbearer or participation in a funeral service. A request for leave under this section shall be given twenty-four (24) hours in advance of such leave, unless under extenuating circumstances such notice of time was not possible.
- (c) An Employee shall not be denied bereavement leave in the event that the death occurs while the employee is on paid vacation. Such paid vacation shall be re-credited to the Employee.
- (d) One or more of the above days may be deferred for up to a year from the date of passing in order to attend a memorial service, or celebration at a later date for a scheduled shift.

#### 22.05 Pregnancy and Parental leave

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

- (a) (i) Pregnant employees have the right to take pregnancy leave of up to seventeen (17) weeks of time off work. The earliest pregnancy leave can begin is seventeen (17) weeks before the Employee's due date, subject to extenuating circumstances which are covered under the *Employment Standards Act, 2022* as amended or replaced.

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

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

Additional leave of absence may be taken under Article 22.06 – Parental Leave.

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

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

- (c) Such absence is not an illness under the interpretation of this Agreement, and sick leave benefits cannot be used.
- (d) 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.
- (e) Upon expiry of seventeen (17) weeks pregnancy leave, an Employee may immediately commence parental leave, as provided under the Parental Leave provisions of this Agreement. The Employee shall give the Employer at least four (4) weeks' written notice before the date the parental leave commences, that they intend to take parental leave.

## 22.06 Parental Leave

- (a) An Employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of is entitled to take parental leave.
- (b) A "parent" includes: a birth parent, an adopted parent, and a person with who is in a relationship of some permanence with the parent of the child and who intends to treat the child as their own.
- (c) Parental leave must begin within seventy-eight (78) weeks of the birth of the child or within seventy-eight (78) weeks of the day the child first came into the custody, care and control of the parent. For Employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to sixty-one (61) weeks in duration if the Employee also took pregnancy leave and sixty-three (63) weeks in duration if they did not.
- (d) An Employee not on pregnancy leave requesting parental leave, shall give the Employer four (4) weeks written notice of the date the leave is to begin.

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

- (e) For the purposes of Parental Leave the provisions under Article 22.05 shall also apply.

The Employer will continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the Employee is participating for a period of up to sixty-one (61) or sixty-three (63) weeks while the Employee is on parental leave.

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

#### 22.07 General Provisions Applicable to Pregnancy and Parental Leave

- (a) An Employee who has given notice to begin pregnancy or parental leave may change the notice to begin leave upon giving the Employer at least two (2) weeks' written notice.
- (b) An Employee who has given notice to end leave may change the notice to an earlier date upon giving the Employer at least four (4) weeks' written notice before the earlier date.
- (c) Employees are entitled during pregnancy and parental leave to continue participation in the pension plans, life insurance plans, accidental death plans, extended health plans and dental plans in which the Employee participated prior to taking the leave. The Employer shall continue to make the Employer's contribution for the prescribed benefit plans unless the Employee gives the Employer written notice that the Employee does not intend to pay the Employee's contributions during the leave period.
- (d) Employees shall be reinstated following return from pregnancy or parental leave in the position that the Employee held prior to commencing leave, if it still exists, or a comparable position at the rate equal to the wages most recently paid by the Employer.

#### 22.08 Paid Jury or Witness Duty or Coroner's Inquest Leave

(F/T, P/T)

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

#### 22.09 General Leave

(F/T, P/T)

The Employer may grant leave of absence without pay and benefits and without loss of seniority to any Employee requesting such leave for good and sufficient cause, such request to be submitted in writing at least four (4) weeks in advance where possible. Approval shall not be unreasonably withheld and shall be subject to operational requirements.

- 22.10 An Employee who uses leave of absence for other than which it was intended shall be subject to disciplinary action.

## ARTICLE 23 - BENEFITS AND ALLOWANCES

### 23.01 Pension Plans

(F/T)

(a) In addition to the Canada Pension Plan, every Employee shall join the Ontario Municipal Employee's Retirement System. The Employer and the Employee shall make contributions in accordance with the provisions of the Plan.

(P/T)

(b) Eligible Employees may join the Ontario Municipal Employee's Retirement System. The Employer and the Employee shall make contributions in accordance with the provisions of the Plan.

### 23.02 Employer Contribution to Life Insurance

(F/T)

The Employer agrees to pay one hundred percent (100%) of the premium for Group Life and Accidental Death and Dismemberment for full-time Employees in an amount equal to two (2) times an Employee's regular annual salary, to the nearest one thousand dollars (\$1,000).

### 23.03 Employer Contribution to Dental Plan

(F/T)

Effective on ratification, the Employer shall contribute ninety percent (90%), and ninety-five percent (95%) effective January 1, 2024, and one hundred percent (100%) effective January 1, 2025 of the premiums for a dental insurance plan for full-time Employees, equivalent to the Blue Cross Dental Insurance Plan No. 9 based on the Ontario Dental Association (O.D.A.) fee schedule for the previous year as amended from time to time.

Includes major restorative coverage at fifty percent (50%) co-insurance to a maximum of two-thousand dollars (\$2000.00) per calendar year.

### 23.04 Employer Contribution to Extended Health Care

(F/T)

Effective on ratification, the Employer shall contribute ninety percent (90%), and ninety-five percent (95%) effective January 1, 2024, and one hundred percent (100%) effective January 1, 2025 of the billed premiums for an Extended Health Care Plan equivalent to the Blue Cross Extended Health Care Plan (no deductible on prescribed drugs) for full-time Employees

### 23.05 Employer Contribution to Semi-Private Hospital Insurance

(F/T)

The Employer agrees to pay one-hundred percent (100%) of the premium for semi-private hospital coverage for full-time Employees.

### 23.06 Early Retiree Benefits

(F/T)

The Employer shall contribute ninety percent (90%) effective ratification , and ninety-five percent (95%) effective January 1, 2024, and one hundred percent (100%) effective January 1, 2025, of the premiums for an Early Retiree Benefits Plan in accordance with OMERS guidelines.

### 23.07 Benefit Eligibility

For purposes of the Benefit Plan entitlement, common-law and same sex relationships will apply as defined.

### 23.08 Allowance in Lieu

(P/T)

In lieu of benefits, part-time Employees shall be paid an allowance of fourteen percent (14%) over and above the regular full-time hourly rate as outlined in Schedule "A".

### 23.09 Clothing Allowance

(F/T)

(a) The Employer shall pay a Clothing Allowance of \$125.00 per year to full-time Employees.

(P/T)

(b) The Employer shall pay a Clothing Allowance of \$80.00 per year to part-time Employees.

(F/T, P/T)

(c) On or before December 15 of each year, Employees will be paid the annual clothing allowance in accordance with the above, conditional on the Employee being on active payroll for a minimum of six (6) months in the calendar year.

(d) The Employer shall pay a safety boot allowance of \$150.00 per year to Maintenance position.

### 23.10 Temporary Assignment

(F/T, P/T)

When an Employee is temporarily assigned, for a minimum of a full shift, to a classification in the bargaining unit with a higher rate of pay, they shall be paid at the appropriate rate in the new classification for the duration of the shift worked. This provision does not apply to situations where the Employee is being trained to fill the higher position.

### 23.11 Vision

Effective on ratification, the maximum coverage in any two (2) year period shall be three hundred and fifty dollars (\$350.00) inclusive of eye exam.

## **ARTICLE 24 - WORKPLACE SAFETY INSURANCE**

### 24.01 (F/T)

(a) If a full-time Employee is injured on the job and their Supervisor excuses them from further duty for the balance of the shift, the Employee's regular rate of pay shall continue for the balance of that shift and there shall be no deduction from sick leave or other credits.

(P/T)

(b) If a part-time Employee is injured on the job and their Supervisor excuses the Employee from further duty for the balance of the shift, the Employee's regular rate of pay shall continue for the balance of that shift.

24.02 (a) The Employer shall advance to the Employee a percentage of the Employee's net average earnings as per W.S.I.B. legislation, until such time as Workplace Safety Insurance benefits are processed, if the duration of an approved Workplace Safety Insurance claim exceeds two (2) weeks. The Employee must file a separate request for each two (2) week period.

- (b) Although there will be no assignment of W.S.I.B. payments, the claimant must immediately reimburse the Employer upon receipt of W.S.I.B. benefits for any advance of funds provided for in this clause. If a claim is disallowed by the W.S.I.B. the Employee shall reimburse any advances given and shall not be eligible for further advances.
  - (c) This provision shall not apply in the event of lump sum or permanent disability awards.
- 24.03 The Employer shall meet its obligations outlined in the *Workplace Safety Insurance Act* to re-employ Employees who are or have been in receipt of Workers' Compensation.
- 24.04 (F/T)  
A permanent Employee on Workplace Safety Insurance benefits shall continue to accumulate seniority for a maximum period of twelve (12) months and shall retain their seniority thereafter, without further accumulation.
- 24.05 (P/T)  
Calculation of seniority for part-time Employees on Workplace Safety Insurance, (in receipt of benefits) shall be the average of time worked per week using the preceding six (6) months' work record before the accident. An Employee shall continue to accumulate seniority for a maximum period of twelve (12) months and shall retain their seniority thereafter without further accumulation.
- 24.06 Continuation of Benefits While on W.S.I.B.
- (F/T)  
The Employer will continue the Employer's portion of hospital, medical, dental and group life insurance premiums during any period of absence on Workplace Safety Insurance to a maximum of two (2) years.
- 24.07 Workplace Accommodations
- (a) Employees who request workplace accommodation will be given the option to have Union representation at meetings where a return to work (RTW) accommodation is developed. If the Employee elects to have Union representation, any member of the local who has received the WSIB Return to Work training may be asked to participate.
  - (b) It is understood that once the initial return to work plan has been developed, the Employee's supervisor or the Employee Health Coordinator will meet with the Employee on a regular basis as required. In the event the Employee has concerns over any return to work plans, the Employee may elect to request a Union representative attend the meeting with the Employer.

## **ARTICLE 25 - GENERAL**

### 25.01 Restrictions on Contracting Out

The Employer will not contract out work which will result in an Employee in the bargaining unit being laid off or suffering a reduction in either hourly rate of pay or regularly scheduled hours.

### 25.02 Proper Accommodation

Proper accommodation shall be provided on the premises for Employees to have their meals and to store and change their clothes.

### 25.03 Bulletin Boards

The Employer shall provide a bulletin board upon which the Union Executives or Secretary will have the right to post notices of meetings or other matters of interest to Employees. Management can require removal of anything considered objectionable.

### 25.04 Plural or Feminine Terms May Apply

Whenever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context so requires.

### 25.05 Standard Time Change

At the time of change from standard to daylight saving time or vice-versa, the time change will take place at 0200 hours. Employees will not receive pay for the hour lost in the change to daylight saving time. In the change to standard time, the ninth hour will be paid at time and one-half (1 ½).

### 25.06 Health and Safety Committee

The Union and Employer recognize that the *Occupational Health and Safety Act* of Ontario and its regulations is binding upon both Parties and agree to recognize the requirements thereof. Accordingly, the Employer and the Union agree to a joint Health and Safety Committee in accordance with the *Occupational Health and Safety Act* of Ontario and its regulations with two (2) representatives from Management and two (2) representatives from the Union.

In order to promote the occupational health and safety of Employees, the Union and Employer will work cooperatively to support the return to work and modified work program(s) and ensure safe workplace practises.

### 25.07 Safety and Health Records, Reports and Data

The Employer shall provide the Health and Safety Committee with all incident reports and other related health and safety records in the possession of the Employer, excluding personal medical records and any other information protected by legislation.

### 25.08 Influenza Vaccine

The parties agree that influenza vaccinations may be beneficial for residents and Employees. Upon a recommendation pertaining to a facility or a specifically designated area(s) thereof from the Medical Officer of Health or in compliance with applicable provincial legislation, the following rules will apply:

- (a) The Employer recognizes that Employees have the right to refuse any required vaccination.
- (b) If an Employee refuses to take the vaccine required under this provision, they will be reassigned during the outbreak period where feasible. Where reassignment is not feasible, the Employer shall advise the Union why reassignment in the present situation is not feasible, in which case they will be placed on unpaid leave. If an Employee is placed on unpaid leave, they can use banked lieu time or vacation credits in order to keep their pay whole.
- (c) If an Employee refuses to take the vaccine because it is medically contra-indicated, and where a medical certificate is provided to this effect, they will be reassigned during the outbreak period, unless reassignment is not possible, in which case the Employee will be paid. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other Employees.

- (d) If an Employee gets sick as a result of the vaccination and applies for W.S.I.B., the Employer will not oppose the claim.
- (e) If the full cost of such medication is not covered by some other source, the Employer will pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during an Employee's working hours. In addition, Employees will be provided with information, including risks and side effects, regarding the vaccine.
- (f) This clause shall be interpreted in a manner consistent with the *Ontario Human Rights Code*.

#### 25.09 Job Descriptions

- (a) The Employer shall provide the Union with copies of all existing job descriptions which detail the duties actually being performed by Employees in each position classification. Each Employee will be given a copy of their job description. Any modification to any existing job description with the Union shall be discussed prior to implementation.
- (b) In the event that a new or changed occupational classification is decided upon by the Employer as necessary to its operation, then the work, the job title and the wage rate shall be first determined and acted upon by the Employer for the purpose of assigning an Employee and proceeding with the task to be then performed. Thereafter, the Employer shall immediately notify the Union in writing of the action taken.
- (c) If no formal protest with respect to the proposed wage rate is lodged in writing with the Employer by the Union within one (1) month of the date of such notice, Schedule A to this Agreement shall be modified accordingly. In the event a formal protest is made by the Union the parties shall arrange for a meeting for the purpose of endeavouring to resolve the wage rate. If such wage rate is not resolved by this means within thirty (30) days, then the dispute may be submitted to arbitration in the same manner as a grievance.

#### 25.10 Pay Days

The Employer shall pay salaries and wages every second Thursday in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day each Employee shall be provided with an itemized statement of their wages (including hourly rate), overtime and other supplementary pay and deductions. The Employer shall not be held responsible for delays resulting from circumstances beyond the Employer's control.

When there is an Employer error in issuing an Employee's pay, the Employee shall identify the issue and the Employer shall arrange pay for any payment owing that is equal to or greater than one (1) day's pay. The Employer shall provide a payment through an accounts payable advance within four (4) business days of the error being identified. Repayment of the accounts payable advance will be required on the next payroll.

#### 25.11 Definitions

- (a) Day: Reference in this Agreement to days shall mean calendar days.
- (b) Week: Reference in this Agreement to weeks shall mean seven (7) consecutive calendar days.
- (c) Year: Reference in this Agreement to years shall mean three hundred and sixty-five (365) consecutive calendar days.
- (d) Month: Reference in this Agreement to months shall mean calendar months.

25.12 Address and Telephone Number

It shall be the responsibility of the Employee to keep the Employer informed of their current address and telephone number.

25.13 Free Meal

A free meal is given to all staff working all shifts for Christmas and New Years holidays.

**ARTICLE 26 - TERM OF AGREEMENT**

26.01 This Agreement shall be binding and remain in effect from **January 1, 2023**, until **December 31, 2025** and shall continue from year to year thereafter unless either party gives to the other party notice in writing within ninety (90) days prior to **December 31, 2025** that it desires termination or amendments. Within fifteen (15) days from the giving of notice, or such longer period as the parties may agree upon, the parties shall exchange proposals and commence negotiations.

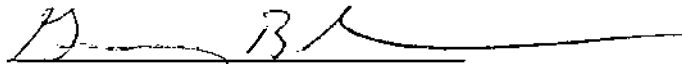
26.02 Changes in Agreement

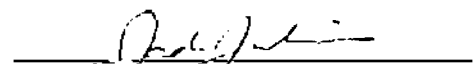
Any changes deemed necessary in this Agreement may be made by mutual agreement in writing at any time during the existence of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement.

FOR THE EMPLOYER:

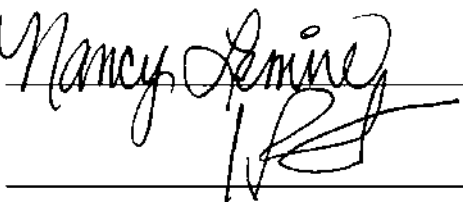
FOR THE UNION:

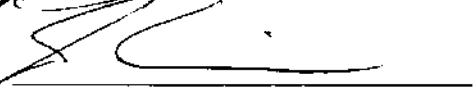




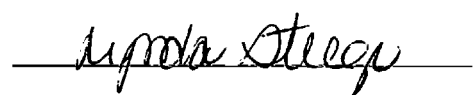


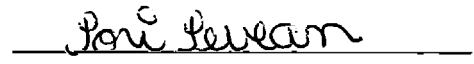












Date: January 11, 2024

Date: January 11, 2024

COUNTY OF RENFREW  
MIRAMICHI LODGE C.U.P.E. HOURLY RATES  
Effective: January 1, 2023

1.0275

CLASSIFICATION	FULL-TIME EMPLOYEES				PART-TIME EMPLOYEES								
	Start Rate	6 months	1 year		Base	14% benefit	HOURLY	Base	14% benefit	HOURLY	Base	14% benefit	HOURLY
					Start Rate	in lieu	Start Rate	920 hrs	in lieu	920 hrs	1840 hrs	in lieu	1840 hrs
Food Service Worker	23.98	24.16	24.31	Reg	23.98	3.36	27.34	24.16	3.38	27.54	24.31	3.40	27.71
	35.97	36.24	36.47	OT			39.33			39.62			39.87
Laundry Aide	22.44	22.59	22.93	Reg	22.44	3.14	25.58	22.59	3.16	25.75	22.93	3.21	26.14
	33.66	33.89	34.40	OT			36.80			37.05			37.61
Housekeeping Aide	23.98	24.16	24.31	Reg	23.98	3.36	27.34	24.16	3.38	27.54	24.31	3.40	27.71
	35.97	36.24	36.47	OT			39.33			39.62			39.87
Personal Support Worker	26.98	27.16	27.31	Reg	26.98	3.78	30.76	27.16	3.80	30.96	27.31	3.82	31.13
	40.47	40.74	40.97	OT			44.25			44.54			44.79
Clothing Clerk	23.98	24.16	24.31	Reg	23.98	3.36	27.34	24.16	3.38	27.54	24.31	3.40	27.71
	35.97	36.24	36.47	OT			39.33			39.62			39.87
Chef	26.78	26.95	27.12	Reg	26.78	3.75	30.53	26.95	3.77	30.72	27.12	3.80	30.92
	40.17	40.43	40.68	OT			43.92			44.20			44.48
Cook	24.87	25.04	25.19	Reg	24.87	3.48	28.35	25.04	3.51	28.55	25.19	3.53	28.72
	37.31	37.56	37.79	OT			40.79			41.07			41.32
R.P.N.	30.12	30.32	30.55	Reg	30.12	4.22	34.34	30.32	4.24	34.56	30.55	4.28	34.83
	45.18	45.48	45.83	OT			49.40			49.72			50.11
Rehabilitation / Physiotherapist Assistant	24.66	24.77	25.04	Reg	24.66	3.45	28.11	24.77	3.47	28.24	25.04	3.51	28.55
	36.99	37.16	37.56	OT			40.44			40.63			41.07
Maintenance Person	23.98	24.16	24.31	Reg	23.98	3.36	27.34	24.16	3.38	27.54	24.31	3.40	27.71
	35.97	36.24	36.47	OT			39.33			39.62			39.87
P1 Plumber	0.00	0.00	30.11	Reg							30.11	4.22	34.33
			45.17	OT									49.39
Recreation Programmer	24.81	24.94	25.18	Reg	24.81	3.47	28.28	24.94	3.49	28.43	25.18	3.53	28.71
	37.22	37.41	37.77	OT			40.69			40.90			41.30

Notes:

- Part-time hourly rate = full-time rate plus 14%
- Part-time overtime rate = 1/2 full-time rate plus part-time hourly rate
- Effective January 1, 2023 night shift premium \$0.85 per hour
- Effective January 1, 2023 weekend shift premium \$0.60 per hour
- Effective January 2, 2023 add \$3.00 to PSW rate and \$0.50 to RPN rate

COUNTY OF RENFREW  
MIRAMICHI LODGE C.U.P.E. HOURLY RATES  
Effective: January 1, 2024

1.0325

CLASSIFICATION	FULL-TIME EMPLOYEES				PART-TIME EMPLOYEES								
	Start Rate	6 months	1 year		Base	14% benefit	HOURLY	Base	14% benefit	HOURLY	Base	14% benefit	HOURLY
					Start Rate	in lieu	Start Rate	920 hrs	in lieu	920 hrs	1840 hrs	in lieu	1840 hrs
Food Service Worker	24.76	24.95	25.10	Reg	24.76	3.47	28.23	24.95	3.49	28.44	25.10	3.51	28.61
	37.14	37.43	37.65	OT			40.61			40.92			41.16
Laundry Aide	23.17	23.32	23.68	Reg	23.17	3.24	26.41	23.32	3.26	26.58	23.68	3.32	27.00
	34.76	34.98	35.52	OT			38.00			38.24			38.84
Housekeeping Aide	24.76	24.95	25.10	Reg	24.76	3.47	28.23	24.95	3.49	28.44	25.10	3.51	28.61
	37.14	37.43	37.65	OT			40.61			40.92			41.16
Personal Support Worker	27.86	28.04	28.20	Reg	27.86	3.90	31.76	28.04	3.93	31.97	28.20	3.95	32.15
	41.79	42.06	42.30	OT			45.69			45.99			46.25
Clothing Clerk	24.76	24.95	25.10	Reg	24.76	3.47	28.23	24.95	3.49	28.44	25.10	3.51	28.61
	37.14	37.43	37.65	OT			40.61			40.92			41.16
Chef	27.65	27.83	28.00	Reg	27.65	3.87	31.52	27.83	3.90	31.73	28.00	3.92	31.92
	41.48	41.75	42.00	OT			45.35			45.65			45.92
Cook	25.68	25.85	26.01	Reg	25.68	3.60	29.28	25.85	3.62	29.47	26.01	3.64	29.65
	38.52	38.78	39.02	OT			42.12			42.40			42.66
R.P.N.	32.10	32.31	32.54	Reg	32.10	4.49	36.59	32.31	4.52	36.83	32.54	4.56	37.10
	48.15	48.47	48.81	OT			52.64			52.99			53.37
Rehabilitation / Physiotherapist Assistant	25.46	25.58	25.85	Reg	25.46	3.56	29.02	25.58	3.58	29.16	25.85	3.62	29.47
	38.19	38.37	38.78	OT			41.75			41.95			42.40
Maintenance Person	24.76	24.95	25.10	Reg	24.76	3.47	28.23	24.95	3.49	28.44	25.10	3.51	28.61
	37.14	37.43	37.65	OT			40.61			40.92			41.16
P1 Plumber	0.00	0.00	31.09	Reg							31.09	4.35	35.44
			46.64	OT									50.99
Recreation Programmer	25.62	25.75	26.00	Reg	25.62	3.59	29.21	25.75	3.61	29.36	26.00	3.64	29.64
	38.43	38.63	39.00	OT			42.02			42.24			42.64

- Notes:
- Part-time hourly rate = full-time rate plus 14%
  - Part-time overtime rate = 1/2 full-time rate plus part-time hourly rate
  - Effective January 1, 2024 night shift premium \$0.90 per hour
  - Effective January 1, 2024 weekend shift premium \$0.65 per hour
  - Effective January 2, 2024 add \$1.00 to RPN rate

COUNTY OF RENFREW  
MIRAMICHI LODGE C.U.P.E. HOURLY RATES  
Effective: January 1, 2025

1.0325

CLASSIFICATION	FULL-TIME EMPLOYEES				PART-TIME EMPLOYEES								
	Start Rate	6 months	1 year	Reg	Base	14% benefit	HOURLY	Base	14% benefit	HOURLY	Base	14% benefit	HOURLY
					Start Rate	in lieu	Start Rate	920 hrs	in lieu	920 hrs	1840 hrs	in lieu	1840 hrs
Food Service Worker	25.56	25.76	25.92	Reg	25.56	3.58	29.14	25.76	3.61	29.37	25.92	3.63	29.55
	38.34	38.64	38.88	OT			41.92			42.25			42.51
Laundry Aide	23.92	24.08	24.45	Reg	23.92	3.35	27.27	24.08	3.37	27.45	24.45	3.42	27.87
	35.88	36.12	36.68	OT			39.23			39.49			40.10
Housekeeping Aide	25.56	25.76	25.92	Reg	25.56	3.58	29.14	25.76	3.61	29.37	25.92	3.63	29.55
	38.34	38.64	38.88	OT			41.92			42.25			42.51
Personal Support Worker	28.77	28.95	29.12	Reg	28.77	4.03	32.80	28.95	4.05	33.00	29.12	4.08	33.20
	43.16	43.43	43.68	OT			47.19			47.48			47.76
Clothing Clerk	25.56	25.76	25.92	Reg	25.56	3.58	29.14	25.76	3.61	29.37	25.92	3.63	29.55
	38.34	38.64	38.88	OT			41.92			42.25			42.51
Chef	28.55	28.73	28.91	Reg	28.55	4.00	32.55	28.73	4.02	32.75	28.91	4.05	32.96
	42.83	43.10	43.37	OT			46.83			47.12			47.42
Cook	26.51	26.69	26.86	Reg	26.51	3.71	30.22	26.69	3.74	30.43	26.86	3.76	30.62
	39.77	40.04	40.29	OT			43.48			43.78			44.05
R.P.N.	33.14	33.36	33.60	Reg	33.14	4.64	37.78	33.36	4.67	38.03	33.60	4.70	38.30
	49.71	50.04	50.40	OT			54.35			54.71			55.10
Rehabilitation / Physiotherapist Assistant	26.29	26.41	26.69	Reg	26.29	3.68	29.97	26.41	3.70	30.11	26.69	3.74	30.43
	39.44	39.62	40.04	OT			43.12			43.32			43.78
Maintenance Person	25.56	25.76	25.92	Reg	25.56	3.58	29.14	25.76	3.61	29.37	25.92	3.63	29.55
	38.34	38.64	38.88	OT			41.92			42.25			42.51
P1 Plumber	0.00	0.00	32.10	Reg							32.10	4.49	36.59
			48.15	OT									52.64
Recreation Programmer	26.45	26.59	26.85	Reg	26.45	3.70	30.15	26.59	3.72	30.31	26.85	3.76	30.61
	39.68	39.89	40.28	OT			43.38			43.61			44.04

- Notes:
- Part-time hourly rate = full-time rate plus 14%
  - Part-time overtime rate = 1/2 full-time rate plus part-time hourly rate
  - Effective January 1, 2025 night shift premium \$0.95 per hour
  - Effective January 1, 2025 weekend shift premium \$0.70 per hour

**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE CORPORATION OF THE COUNTY OF RENFREW, MIRAMICHI LODGE**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES, CUPE LOCAL 3586**

---


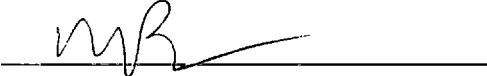
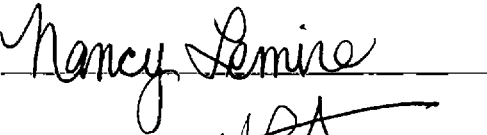
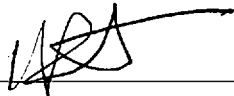
Relief employees obligations during peak period staffing:

1. The parties agree that "Peak Period Staffing" is defined as the following periods:
  - a. May 1<sup>st</sup> to September 30<sup>th</sup>
  - b. December 15<sup>th</sup> to January 15<sup>th</sup>
2. During peak period staffing relief employees can be scheduled to work every weekend during the peak period defined in 1. Above.

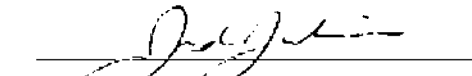
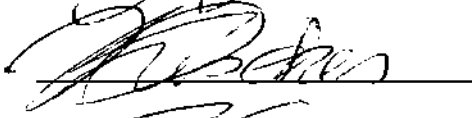
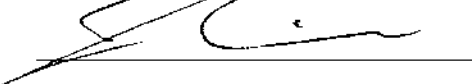

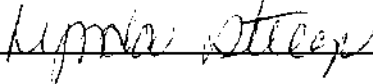
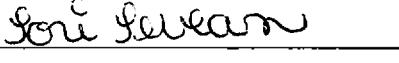
The Parties agree that either party may terminate this agreement by providing a minimum of sixty (60) days' notice of intention of termination in writing to either the Director of Long-Term Care or the President of CUPE Local 3586.

Signed in Pembroke this 11th day of January, <sup>24</sup>2023.

For the Employer:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For the Union:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE CORPORATION OF THE COUNTY OF RENFREW, MIRAMICHI LODGE**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES, CUPE LOCAL 3586**

---

This Letter of Understanding is to provide part-time employees to have the option to give away any scheduled shift to other staff within the same job classification and department.

It is understood that

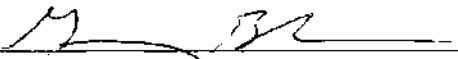

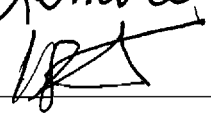
- Only part-time staff can give away shifts and only to part-time staff;
- There is a limit of two (2) giveaways allowed per pay period;
- Overtime will not be incurred by staff for hours gained through accepting the shift.

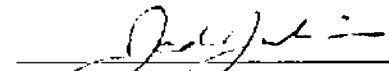
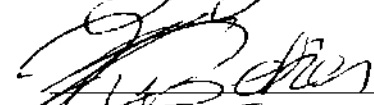

The Parties agree that either party may terminate this agreement by providing a minimum of sixty (60) days' notice of intention of termination in writing to either the Director of Long-Term Care or the President of CUPE Local 3586.

Signed in Pembroke this 11th day of January, 20~~23~~<sup>24</sup>.

**For the Employer:**

**For the Union:**

  
  
Nancy Lemire  


  
  
  
Verna Rosen  
  
Lynda Stegi  
Seri Keenan

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE COUNTY OF RENFREW, MIRAMICHI LODGE

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, CUPE LOCAL 3586

---

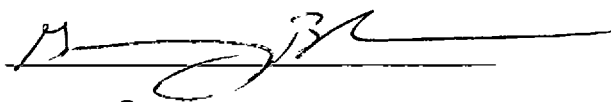
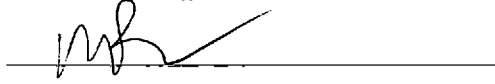
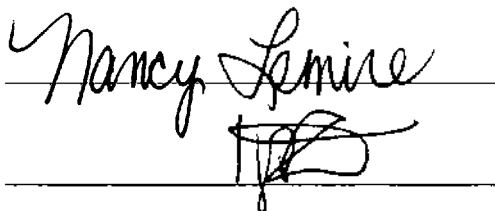
Shift Switching

Staff can be permitted to switch an unlimited number of shifts with other staff provided that the following conditions are met:

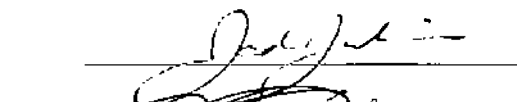
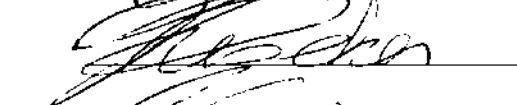
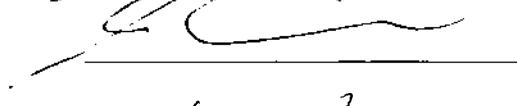
- (a) That the staff are within the same job description.
- (b) That overtime rate will not be paid for any shift that is voluntarily switched.
- (c) That full time employees can only switch eight (8) hour shifts.
- (d) Switches can only be done in the posted periods.

Signed in Pembroke this 11th day of January, ~~2023~~ <sup>24</sup>

For the Employer:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
Nancy Lemire  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For the Union:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
Verna Rosen  
\_\_\_\_\_  
Lynnda Steeg  
\_\_\_\_\_  
Sori Suleman  
\_\_\_\_\_

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE COUNTY OF RENFREW, MIRAMICHI LODGE

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, CUPE LOCAL 3586

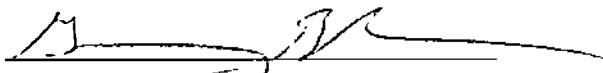


---

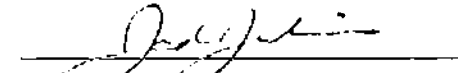

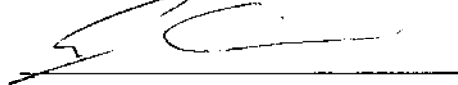
The Employer will continue to employ health care aides who are permitted to work in the capacity of a personal support worker in accordance to the Fixing Long Term Care Act 2021 and applicable regulations.

Signed in Pembroke this 11th day of January, 20~~23~~<sup>24</sup>.

For the Employer:

For the Union:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
Nancy Lemire  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
Verna Ross  
\_\_\_\_\_  
Lynda Steeg  
\_\_\_\_\_  
Sori Sevan  
\_\_\_\_\_  
\_\_\_\_\_

County of Renfrew	Manulife / 4704 Location 105 Class 105 Plan AI	Manulife / 4704 Location 105 Class 904 Plan ZD	Manulife / 4704 Location 106 Class 106 Plan AJ	Manulife / 4704 Location 106 Class 903 Plan ZC	Manulife / 4704 Location 106 Class 905 Plan ZE
Category	COR	COR	COR	COR	COR
Description	Active Miramichi Lodge Employees who are members of CUPE	Active Part-Time Miramichi Lodge Employees who are members of CUPE	Miramichi Lodge - Early Retiree Plan-CUPE retired prior to June 27, 2018	Miramichi Lodge - Early Retiree Plan-CUPE retired from June 27, 2018 to December 31, 2018	Miramichi Lodge - Early Retiree Plan-CUPE retired on or after January 1, 2019
<b>BASIC LIFE INSURANCE</b>		n/a	n/a	n/a	n/a
-enrollment	mandatory				
-volume	2 times earnings				
-maximum	\$175,000				
non-evidence maximum	\$175,000				
-minimum	none				
-reduction	50% at age 65				
-paid-up insurance	none				
-premium waiver	6 months				
-disability definition	any occupation				
-maximum conversion	\$200,000 or amount already in force, whichever is less				
-eligibility waiting period	none				
-termination	end of the month following attainment of age 70 or retirement, whichever is earlier				
-Prior insurer / policy	Canada Life / 30702 / Replaced by Manulife 28765				
-effective date	March 1, 1988 / replaced effective March 1, 2003				
-insurer / policy #	Manulife / 4704 (platform change)				
-effective date	September 1, 2015				
-renewal date	01-Jan				
-employer contribution	100%				
-particular provisions	n/a				
<b>BASIC AD&amp;D</b>		n/a	n/a	n/a	n/a
-enrollment	mandatory				
-volume	2 times earnings				
-maximum	\$175,000				
-minimum	none				
-premium waiver	6 months				
-disability definition	own occ first 2 years any occ thereafter				
-maximum conversion	n/a				
-eligibility waiting period	none				
-termination	age 70 or retirement, if earlier				
-Prior insurer / policy	RBC / 808095				
-effective date	January 1, 1996				
-insurer / policy #	SSQ / 1F900				
-effective date	March 1, 2003				
-renewal date	01-Jan				
-employer contribution	100%				
-particular provisions	n/a				
<b>BASIC DEPENDENT LIFE</b>	n/a	n/a	n/a	n/a	n/a
<b>OPTIONAL LIFE DIV 100 (EMPLOYEE)</b>		n/a	n/a	n/a	n/a
-volume	multiples of \$25,000				
-maximum	\$250,000				
-minimum	\$25,000				

County of Renfrew	Manulife / 4704 Location 105 Class 105 Plan AI	Manulife / 4704 Location 105 Class 904 Plan ZD	Manulife / 4704 Location 106 Class 106 Plan AJ	Manulife / 4704 Location 106 Class 903 Plan ZC	Manulife / 4704 Location 106 Class 905 Plan ZE
Category	COR	COR	COR	COR	COR
Description	Active Miramichi Lodge Employees who are members of CUPE	Active Part-Time Miramichi Lodge Employees who are members of CUPE	Miramichi Lodge - Early Retiree Plan-CUPE retired prior to June 27, 2018	Miramichi Lodge - Early Retiree Plan-CUPE retired from June 27, 2018 to December 31, 2018	Miramichi Lodge - Early Retiree Plan-CUPE retired on or after January 1, 2019
-proof of insurability	yes				
-premium waiver	6 months				
-conversion privilege	yes				
-termination	end of the month following attainment of age 70 or retirement, whichever is earlier				
-Prior insurer / policy	Canada Life / 30702 / Replaced by Manulife 28765				
-effective date	March 1, 1988 / replaced effective March 1, 2003				
-insurer / policy #	Manulife / 4704 (platform change)				
-effective date	September 1, 2015				
-renewal date	01-Jan				
-particular provisions	n/a				

County of Renfrew	Manulife / 4704 Location 105 Class 105 Plan AI	Manulife / 4704 Location 105 Class 904 Plan ZD	Manulife / 4704 Location 106 Class 106 Plan AJ	Manulife / 4704 Location 106 Class 903 Plan ZC	Manulife / 4704 Location 106 Class 905 Plan ZE
Category	COR	COR	COR	COR	COR
Description	Active Miramichi Lodge Employees who are members of CUPE	Active Part-Time Miramichi Lodge Employees who are members of CUPE	Miramichi Lodge - Early Retiree Plan-CUPE retired prior to June 27, 2018	Miramichi Lodge - Early Retiree Plan-CUPE retired from June 27, 2018 to December 31, 2018	Miramichi Lodge - Early Retiree Plan-CUPE retired on or after January 1, 2019
OPTIONAL LIFE DIV 100 (SPOUSE)	n/a	n/a	n/a	n/a	n/a
OPTIONAL ACCIDENT INSURANCE (AD&D)	n/a	n/a	n/a	n/a	n/a
OPTIONAL ACCIDENT INSURANCE (AD&D) (SPOUSE)	n/a	n/a	n/a	n/a	n/a
LTD	n/a	n/a	n/a	n/a	n/a
EHC					
-enrollment	mandatory	mandatory	mandatory	mandatory	mandatory
late enrollment	proof of insurability request after 31 days	proof of insurability request after 31 days	proof of insurability request after 31 days	proof of insurability request after 31 days	proof of insurability request after 31 days
-deductible	\$10 / \$20 (n/a drugs)	\$10 / \$20 (n/a drugs)	\$10 / \$20 (n/a drugs)	\$10 / \$20 (n/a drugs)	\$10 / \$20 (n/a drugs)
-co-insurance	100%	100%	100%	100%	100%
-overall maximum	unlimited	unlimited	\$20,000 lifetime	\$45,000 lifetime	\$60,000 lifetime
-drugs	prescription with some OTC	prescription with some OTC	prescription with some OTC	prescription with some OTC	prescription with some OTC
-drug card	yes	yes	yes	yes	yes
-maximum dispensing fee	\$7.50 per prescription	\$7.50 per prescription	\$7.50 per prescription	\$7.50 per prescription	\$7.50 per prescription
-deductible per prescription	none	none	none	none	none
vaccination for Hepatitis A, B and C	n/a	n/a	n/a	n/a	n/a
-fertility drugs	n/a	n/a	n/a	n/a	n/a
-anti-smoking drugs	n/a	n/a	n/a	n/a	n/a
-anti-obesity drugs	n/a	n/a	n/a	n/a	n/a
-treatment of sexual dysfunction	\$1,200 per calendar year	\$1,200 per calendar year	\$1,200 per calendar year	\$1,200 per calendar year	\$1,200 per calendar year
-generic substitution	yes	yes	yes	yes	yes
-medical marijuana	n/a	n/a	n/a	n/a	n/a
-nursing home	\$20/day subject to a maximum of 120 days per period of confinement	\$20/day subject to a maximum of 120 days per period of confinement	\$20/day subject to a maximum of 120 days per period of confinement	\$20/day subject to a maximum of 120 days per period of confinement	\$20/day subject to a maximum of 120 days per period of confinement
-private duty nursing	max \$10,000 during a period of 3 consecutive years	max \$10,000 during a period of 3 consecutive years	max \$10,000 during a period of 3 consecutive years	max \$10,000 during a period of 3 consecutive years	max \$10,000 during a period of 3 consecutive years
-massage therapy - maximum	\$300/cal. year*	\$300/cal. year*	\$300/cal. year*	\$300/cal. year*	\$300/cal. year*
-speech therapist - maximum	\$300/cal. year	\$300/cal. year	\$300/cal. year	\$300/cal. year	\$300/cal. year
-clinical psychologist - maximum	\$300/cal. year	\$300/cal. year	\$300/cal. year	\$300/cal. year	\$300/cal. year
-chiropractor - maximum	\$300/cal. year*	\$300/cal. year*	\$300/cal. year*	\$300/cal. year*	\$300/cal. year*
-osteopath - maximum	\$300/cal. year*	\$300/cal. year*	\$300/cal. year*	\$300/cal. year*	\$300/cal. year*
-podiatrist - maximum	\$300/cal. year*	\$300/cal. year*	\$300/cal. year*	\$300/cal. year*	\$300/cal. year*
-naturopath - maximum	\$300/cal. year*	\$300/cal. year*	\$300/cal. year*	\$300/cal. year*	\$300/cal. year*
-physiotherapist - maximum	unlimited	unlimited	unlimited	unlimited	unlimited
-acupuncturist - maximum	n/a	n/a	n/a	n/a	n/a
-biofeedback therapy - maximum	n/a	n/a	n/a	n/a	n/a
-hearing aids - maximum	\$300 / 4 calendar years	\$300 / 4 calendar years	\$300 / 4 calendar years	\$300 / 4 calendar years	\$300 / 4 calendar years
-orthopaedic shoes	1 pair/year **	1 pair/year **	1 pair/year **	1 pair/year **	1 pair/year **
-orthotics	1 pair/year **	1 pair/year **	1 pair/year **	1 pair/year **	1 pair/year **
-out of province emergency coverage	yes	yes	yes	yes	yes
-out of province hospital coverage	yes	yes	yes	yes	yes
-external breast prosthesis	1 initial following a mastectomy plus 1 every 2 calendar year thereafter	1 initial following a mastectomy plus 1 every 2 calendar year thereafter	1 initial following a mastectomy plus 1 every 2 calendar year thereafter	1 initial following a mastectomy plus 1 every 2 calendar year thereafter	1 initial following a mastectomy plus 1 every 2 calendar year thereafter
-transcutaneous nerve stimulators	\$700 / lifetime	\$700 / lifetime	\$700 / lifetime	\$700 / lifetime	\$700 / lifetime
-custom-made compression hose	2 pairs / calendar year	2 pairs / calendar year	2 pairs / calendar year	2 pairs / calendar year	2 pairs / calendar year
-eligibility waiting period	none	none	none	none	none

County of Renfrew	Manulife / 4704 Location 105 Class 105 Plan AI	Manulife / 4704 Location 105 Class 904 Plan ZD	Manulife / 4704 Location 106 Class 106 Plan AJ	Manulife / 4704 Location 106 Class 903 Plan ZC	Manulife / 4704 Location 106 Class 905 Plan ZE
Category	COR	COR	COR	COR	COR
Description	Active Miramichi Lodge Employees who are members of CUPE	Active Part-Time Miramichi Lodge Employees who are members of CUPE	Miramichi Lodge - Early Retiree Plan-CUPE retired prior to June 27, 2018	Miramichi Lodge - Early Retiree Plan-CUPE retired from June 27, 2018 to December 31, 2018	Miramichi Lodge - Early Retiree Plan-CUPE retired on or after January 1, 2019
-termination	end of the month following attainment of age 70 or retirement, whichever is earlier	end of the month following attainment of age 70 or retirement, whichever is earlier	end of the month following attainment of age 65	end of the month following attainment of age 65	end of the month following attainment of age 65
-Prior insurer / policy	Canada Life / 30702 / Replaced by Manulife 28765		Canada Life / 30702 / Replaced by Manulife 28765		
-effective date	March 1, 1988 / replaced effective March 1, 2003		March 1, 1988 / replaced effective March 1, 2003		
-insurer / policy #	Manulife / 4704 (platform change)	Manulife / 4704	Manulife / 4704 (platform change)	Manulife / 4704	Manulife / 4704
-effective date	September 1, 2015	27-Jun-18	September 1, 2015	27-Jun-18	01-Jan-19
-renewal date	01-Jan	01-Jan	01-Jan	01-Jan	01-Jan
-employer contribution	Current 85 June 29, 2023 90 January 1, 2024 95 January 1, 2025 100	in lieu of 14% allowance family coverage - the allowance in lieu is 0% single coverage - the allowance is 8% The reduction in the current 14% allowance in lieu is known as an offset	Current 85 June 29, 2023 90 January 1, 2024 95 January 1, 2025 100	Current 85 June 29, 2023 90 January 1, 2024 95 January 1, 2025 100	Current 85 June 29, 2023 90 January 1, 2024 95 January 1, 2025 100
Particular Provisions	*Paramedical combined maximum ** 1 pair of Orthotics or Orthopoedic shoes per year;	*Paramedical combined maximum ** 1 pair of Orthotics or Orthopoedic shoes per year;	*Paramedical combined maximum ** 1 pair of Orthotics or Orthopoedic shoes per year;	*Paramedical combined maximum ** 1 pair of Orthotics or Orthopoedic shoes per year;	*Paramedical combined maximum ** 1 pair of Orthotics or Orthopoedic shoes per year;
<b>HOSPITAL CARE</b>			r/a	r/a	r/a
-enrollment	mandatory	mandatory			
-deductible	none	none			
-co-insurance	100%	100%			
-room and board	semi-private and private	semi-private and private			
-rehabilitation care	r/a	r/a			
-eligibility waiting period	none	none			
-termination	end of the month following attainment of age 70 or retirement, whichever is earlier	end of the month following attainment of age 70 or retirement, whichever is earlier			
-employer contribution	100%	100%			
-particular provisions	r/a	r/a			
<b>OUT OF COUNTRY COVERAGE</b>			r/a	r/a	r/a
-enrollment	mandatory	mandatory			
-deductible	none	none			
-eligibility waiting period	none	none			
-termination	end of the month following attainment of age 70 or retirement, whichever is earlier	end of the month following attainment of age 70 or retirement, whichever is earlier			

County of Renfrew	Manulife / 4704 Location 105 Class 105 Plan AI	Manulife / 4704 Location 105 Class 904 Plan ZD	Manulife / 4704 Location 106 Class 106 Plan AJ	Manulife / 4704 Location 106 Class 903 Plan ZC	Manulife / 4704 Location 106 Class 905 Plan ZE
Category	COR	COR	COR	COR	COR
Description	Active Miramichi Lodge Employees who are members of CUPE	Active Part-Time Miramichi Lodge Employees who are members of CUPE	Miramichi Lodge - Early Retiree Plan-CUPE retired prior to June 27, 2018	Miramichi Lodge - Early Retiree Plan-CUPE retired from June 27, 2018 to December 31, 2018	Miramichi Lodge - Early Retiree Plan-CUPE retired on or after January 1, 2019
-maximum length of trip	60 consecutive days	60 consecutive days			
-maximum	\$5,000,000 / lifetime	\$5,000,000 / lifetime			
-employer contribution	Current 85 June 29, 2023 90 January 1, 2024 95 January 1, 2025 100	in lieu of 14% allowance family coverage - the allowance in lieu is 0% single coverage - the allowance is 8% The reduction in the current 14% allowance in lieu is known as an offset			
-particular provisions	n/a	n/a			
<b>VISION CARE</b>			n/a	n/a	n/a
-enrollment	mandatory	mandatory			
-deductible	none	none			
-co-insurance	100%	100%			
-maximum prescription glasses	\$300 / 2 calendar years up to June 30, 2023 \$350 per 2 year fixed period from July 1, 2023 to June 30, 2025	\$300 / 2 calendar years up to June 30, 2023 \$350 per 2 year fixed period from July 1, 2023 to June 30, 2025			
-maximum contact lenses	\$300 / 2 calendar years up to June 30, 2023 \$350 per 2 year fixed period from July 1, 2023 to June 30, 2025	\$300 / 2 calendar years up to June 30, 2023 \$350 per 2 year fixed period from July 1, 2023 to June 30, 2025			
-eye exam	included in Vision Care maximum	included in Vision Care maximum			
-visual training	n/a	n/a			
-eligibility waiting period	none	none			
-termination	end of the month following attainment of age 70 or retirement, whichever is earlier	end of the month following attainment of age 70 or retirement, whichever is earlier			
-employer contribution	Current 85 June 29, 2023 90 January 1, 2024 95 January 1, 2025 100	in lieu of 14% allowance family coverage - the allowance in lieu is 0% single coverage - the allowance is 8% The reduction in the current 14% allowance in lieu is known as an offset	Current 85 June 29, 2023 90 January 1, 2024 95 January 1, 2025 100	Current 85 June 29, 2023 90 January 1, 2024 95 January 1, 2025 100	Current 85 June 29, 2023 90 January 1, 2024 95 January 1, 2025 100
-particular provisions	for employees and dependents	for employees and dependents			
<b>DENTAL CARE</b>					
-enrollment	mandatory	mandatory	mandatory	mandatory	mandatory
late enrollment	\$125 per person for the first 12 months of coverage	\$125 per person for the first 12 months of coverage	\$125 per person for the first 12 months of coverage	\$125 per person for the first 12 months of coverage	\$125 per person for the first 12 months of coverage
-deductible	none	none	none	none	none
<b>A) basic services</b>					
-co-insurance	100%	100%	100%	100%	100%
-maximum	unlimited	unlimited	\$5,000 lifetime	\$5,000 lifetime	\$15,000 lifetime
-recall exam	2 times / year	2 times / year	2 times / year	2 times / year	2 times / year
-particular provisions	n/a	n/a	combined for basic services and supplementary basic services	combined for basic services and supplementary basic services	combined for basic services and supplementary basic services
<b>B) supplementary basic services (including endodontic and periodontal services)</b>					

County of Renfrew	Manulife / 4704 Location 105 Class 105 Plan AI	Manulife / 4704 Location 105 Class 904 Plan ZD	Manulife / 4704 Location 106 Class 106 Plan AJ	Manulife / 4704 Location 106 Class 903 Plan ZC	Manulife / 4704 Location 106 Class 905 Plan ZE
Category	COR	COR	COR	COR	COR
Description	Active Miramichi Lodge Employees who are members of CUPE	Active Part-Time Miramichi Lodge Employees who are members of CUPE	Miramichi Lodge - Early Retiree Plan-CUPE retired prior to June 27, 2018	Miramichi Lodge - Early Retiree Plan-CUPE retired from June 27, 2018 to December 31, 2018	Miramichi Lodge - Early Retiree Plan-CUPE retired on or after January 1, 2019
-co-insurance	100%	100%	100%	100%	100%
-maximum	unlimited	unlimited	\$5,000 lifetime	\$5,000 lifetime	\$15,000 lifetime
<b>C) dentures</b>					
-co-insurance	n/a	n/a	n/a	n/a	n/a
-maximum					
-particular provisions			combined for basic services and supplementary basic services	combined for basic services and supplementary basic services	combined for basic services and supplementary basic services
<b>D) major restorative</b>					
-co-insurance	50%	50%	n/a	n/a	n/a
-maximum	\$2,000 per calendar year children & adult	\$2,000 per calendar year children & adult			
-particular provisions					
<b>E) orthodontics</b>					
-co-insurance	n/a	n/a	n/a	n/a	n/a
-maximum					
-child coverage					
-adult coverage					
-dental fee guide	current less one year based on ODA	current less one year based on ODA	current less one year based on ODA	current less one year based on ODA	current less one year based on ODA
-eligibility waiting period	none	none	none	none	none
-termination	end of the month following attainment of age 70 or retirement, whichever is earlier	end of the month following attainment of age 70 or retirement, whichever is earlier	end of the month following attainment of age 65	end of the month following attainment of age 65	end of the month following attainment of age 65
-Prior insurer / policy	Canada Life / 30702 / Replaced by Manulife 28765		Canada Life / 30702 / Replaced by Manulife 28765		
-effective date	March 1, 1988 / replaced effective March 1, 2003		March 1, 1988 / replaced effective March 1, 2003		
-insurer / policy #	Manulife / 4704 (platform change)	Manulife / 4704	Manulife / 4704 (platform change)	Manulife / 4704	Manulife / 4704
-effective date	September 1, 2015	27-Jun-18	September 1, 2015	27-Jun-18	01-Jan-19
-renewal date	01-Jan	01-Jan	01-Jan	01-Jan	01-Jan
-employer contribution	Current 85 June 29, 2023 90 January 1, 2024 95 January 1, 2025 100	in lieu of 14% allowance family coverage - the allowance in lieu is 0% single coverage - the allowance is 8% The reduction in the current 14% allowance in lieu is known as an offset	Current 85 June 29, 2023 90 January 1, 2024 95 January 1, 2025 100	Current 85 June 29, 2023 90 January 1, 2024 95 January 1, 2025 100	Current 85 June 29, 2023 90 January 1, 2024 95 January 1, 2025 100
<b>TYPE OF COVERAGE</b>					
<b>HEALTH CARE SPENDING Location</b>	n/a	n/a	n/a	n/a	n/a
<b>General Terms and Conditions</b>					
Dependant child for EHC and Dental	either under 22 years of age, or if full-time student under 25 years of age	either under 22 years of age, or if full-time student under 25 years of age	either under 22 years of age, or if full-time student under 25 years of age	either under 22 years of age, or if full-time student under 25 years of age	either under 22 years of age, or if full-time student under 25 years of age

County of Renfrew	Manulife / 4704 Location 105 Class 105 Plan AI	Manulife / 4704 Location 105 Class 904 Plan ZD	Manulife / 4704 Location 106 Class 106 Plan AJ	Manulife / 4704 Location 106 Class 903 Plan ZC	Manulife / 4704 Location 106 Class 905 Plan ZE
Category	COR	COR	COR	COR	COR
<p>Description</p> <p><b>GENERAL PROVISIONS</b></p>	<p>Active Miramichi Lodge Employees who are members of CUPE</p> <p>During approved leaves of absence an employee may continue benefit coverage to the extent permitted by the insuring company provided the employee assumes and keeps current the premium costs of the benefits.</p> <p>During the first year of an unpaid sick leave of absence, the employer agrees to continue its portion of premium contribution toward the extended health care plan, dental plan and life insurance provided the employee keeps his/her premiums current and provided the employee applies for any available waiver of premium under any of the plan.</p> <p>The employer will continue the employer's portion of hospital, medical, dental and group life insurance premiums during any period of absence on WSIB to a maximum of two years.</p>	<p>Active Part-Time Miramichi Lodge Employees who are members of CUPE</p>	<p>Miramichi Lodge - Early Retiree Plan-CUPE retired prior to June 27, 2018</p>	<p>Miramichi Lodge - Early Retiree Plan-CUPE retired from June 27, 2018 to December 31, 2018</p>	<p>Miramichi Lodge - Early Retiree Plan-CUPE retired on or after January 1, 2019</p>