

COLLECTIVE AGREEMENT

- between -

**MANITOULIN CENTENNIAL MANOR
(hereinafter called the “Employer”)**

- and -

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL UNION
2165
(hereinafter called the “Union”)**

January 1, 2024 to December 31, 2025

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ARTICLE 1 – RECOGNITION

1.01 Bargaining Unit

- a) The Employer recognizes the Canadian Union of Public Employees and its Local 2165 as the sole and exclusive bargaining agent of all employees at Manitoulin Centennial Manor, Little Current, Ontario in the District of Manitoulin, save and except professional medical staff, graduate nursing staff, Administrator, Assistant Administrator, Supervisors and persons above the rank of Supervisor, office staff, persons regularly employed for not more than twenty-four (24) hours per week and students employed during their vacation period.
- b) The Employer recognizes the Canadian Union of Public employees and its Local 2165 as the sole and exclusive bargain agent for all employees employed for not more than twenty-four (24) hours per week and students employed during the vacation period, of the Manitoulin Centennial Manor in Little Current, Ontario in the District of Manitoulin, save and except Supervisors, persons above the rank of Supervisor, professional medical staff, graduate nursing staff and Assistant Administrator.

1.02 Part-Time and Temporary Employees

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

1.03 No Other Agreements

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

1.04 Bargaining Unit Work

The Employer agrees that it will not permit non-bargaining unit employees to perform work normally performed by bargaining unit employees to the extent that bargaining unit employees are laid off or lose hours of work as a result thereof.

1.05 No Contracting Out

The Employer will not contract out any work of the bargaining unit to the extent that such contracting out results in the layoff or reduces the regular hours of work of any regular employee in the bargaining unit.

ARTICLE 2 – MANAGEMENT RIGHTS

2.01 Exclusive Right

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

- a) hire, discharge for just cause except probationary employees as described in Article 13.04 and 30.07, direct, classify, transfer, promote, demote lay-off, suspend or otherwise discipline employees;
- b) maintain order, discipline and efficiency and make, enforce and alter from time to time, rules and regulations to be observed by all employees, provided that such rules and regulations are not inconsistent with the provisions of this Agreement; such rules and regulations and any changes thereto shall be communicated to the employees and the Union, and such changes shall be posted on all bulletin boards;
- c) generally to manage and operate the enterprises in which the Employer is engaged in all respects and in accordance with its obligations and without restricting the generality of the foregoing, the location of machines and equipment to be used, the location and number of employees required from time to time, the qualifications of employees, the sub-contracting of work, the extension, limitation, curtailment or cessation of operations, the standards of performance for all employees and all other matters concerning the Employer's operations not otherwise specifically dealt with elsewhere in this Agreement.

ARTICLE 3 – DEFINITIONS

3.01 Full-Time Employee

A full-time employee is an employee who has completed the probationary period as set out in Article 13.04 and regularly works for more than twenty-four (24) hours per week.

3.02 Probationary Employee

A probationary employee is an employee who is serving the probationary period as set out in Article 13.04 and 30.07 prior to being considered as a full time or part-time employee.

3.03 Part Time Employee

- a) A part-time employee is an employee who is regularly scheduled up to twenty-four (24) hours per week and has completed the probationary period as set out in Article 30.07.

- b) When a part-time employee replaces a full-time employee, for any absence, that part-time employee shall continue part-time employee status and accrue part-time seniority.
- c) Part-time employees are recognized as either of the following:
 - i. Regular employees who make a commitment to the Employer, upon hiring, to make themselves available for work on a regular predetermined basis as follows:
 - 1) available to work twenty-four (24) hours per week
 - 2) available to work at least two (2) weekends in four (4)
 - 3) available to work as scheduled on any shift either:
 - three (3) days including Christmas Day;
 - three (3) days including New Year's Day;
 - or
 - ii. Casual employees are employees who do not give the Employer any commitment to make themselves available for a predetermined number of shifts. These employees will not normally be scheduled for shifts but rather are called in as needed; need being defined as a shift which no regular part-time employee is available to work, without necessitating the Employer to pay premium rates.

A casual employee who does not work a minimum of three (3) shifts per every three (3) months when shifts are available may result in dismissal being instituted by the Employer.

3.04 Temporary Employee

- a) Employees may be hired for a specific term not to exceed six (6) months, to replace an employee who will be on approved leave of absence, due to Workers Compensation disability, sick leave, long term disability or to perform a special non-recurring task. This term may be extended a further six (6) months on mutual agreement of the Union, employee and the Employer. The period of employment of such persons will not exceed the absentee's leave. The release or discharge of such persons shall not be the subject of a grievance or arbitration.
- b) This clause would not preclude such employees from using the job posting provision under the Collective Agreement and any successful applicant who has completed the probation period will be credited with appropriate seniority.
- c) The Employer will outline to employees selected to fill such temporary vacancies and the Union, the circumstances giving rise to the vacancy, and the special conditions relating to such employment.

- d) It is understood that employees who are on pregnancy/parental leave may be replaced for a period of twelve (12) months. The period of employment of the temporary employee will not exceed the absentee's leave.

3.05 Students

The Employer is entitled to employ students as temporary employees during their school vacation period. The wages in salary Schedule "A" shall be applicable.

3.06 Government Sponsored Programs

Government sponsored programs may be made available to the Employer from time to time, therefore the Employer may hire persons in accordance with the terms of the program and at a rate of pay stipulated by the programs. Such persons shall not be included in the full-time employee or part-time employee bargaining units. The Local Union President shall be notified when a program becomes available to the Employer, its duration and the persons to be utilized.

ARTICLE 4 – NO DISCRIMINATION

4.01 No Discrimination

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

4.02 No Harassment

Every employee who is covered by this Agreement has a right to freedom from harassment in the workplace in accordance with the Ontario Human Rights Code.

ARTICLE 5 – UNION SECURITY

5.01 Membership in Union

All employees save and except those excluded under Article 1:01, as a condition of continued employment, shall become and remain members in good standing of the Union. All future employees shall, as a condition of continued employment, become and remain members in good standing in the Union immediately following completion of their probationary period as set out in Article 13:04 and 30.07.

5.02 Dues Deduction

- a) The Employer shall deduct from every employee who has completed one (1) month of service, any dues levied in accordance with the Union Constitution and By-Laws.
- b) Dues deductions shall be made from the last payroll period of each month and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees, not later than the end of the month following the month in which the dues were deducted except in unusual circumstances and such dues shall be accompanied by a list of the names of employees in triplicate from whose wages the deductions have been made.
- c) Dues deductions shall be calculated by the Union for each employee and presented to the Employer in writing. Union dues deductions or amendments thereto shall be effective in the month following the month they were received by the Employer.

5.03 T-4 Slips

At the same time Income Tax (T-4) slips are made available, the Employer shall type on the amount of Union dues paid by each Union member in the previous year.

5.04 Indemnify and Save Harmless

The Union agrees to defend and hold the Employer completely harmless against all claims, demands and expenses should any employee in the bargaining unit at any time, contend or claim that the Employer has acted wrongfully or illegally in making such dues deductions.

5.05 New Employees

The Employer agrees to advise new employees of the fact that a Collective Agreement is in effect. The Union President or designate will be provided with the date and time of the orientation meeting and a Union representative will be provided with an opportunity to meet with new employees.

ARTICLE 6 – CORRESPONDENCE

6.01 Between the Parties

All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Administrator or their designate, and the President of the Union or designate, with a copy to the Servicing Representative.

ARTICLE 7 – LABOUR MANAGEMENT COMMITTEE

7.01 Composition of Committee

A Labour Management Committee shall be established consisting of three (3) representatives of the Union and three (3) representatives of the Employer, including the Administrator and Union President who shall not have voting privileges. The Committee shall enjoy the full support of both parties in the interest of improved service to the public and job security for the employees.

7.02 Purpose

The Committee shall meet to discuss and if possible, provide understanding of points of mutual interest between the parties, it being understood that such Committee shall have no right to usurp the power of the Negotiating or Grievance Committee.

7.03 Frequency of Meetings

The Committee shall meet at least every two (2) months or at the written request of either party and at a mutually agreeable time and place. Employees shall suffer no loss in pay for the attendance at Labour Management Committee meetings.

7.04 Minutes

Minutes of each meeting of the Committee shall be prepared and signed by the Chairperson as promptly as possible after the close of the meeting. The Union, the CUPE representative and the Employer shall each receive a signed copy of the minutes within a reasonable period of time.

ARTICLE 8 – JOINT OCCUPATIONAL HEALTH & SAFETY COMMITTEE

8.01 Maintain Standards

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

8.02 Composition of Committee

- a) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Joint Occupational Health and Safety Committee, at least one (1) representative selected or elected by the Union from the bargaining unit.

- b) The Employer shall recognize one (1) CUPE member as a certified worker pursuant to the *Occupational Health and Safety Act*.

8.03 Purpose

Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programmes, and recommend actions to be taken to improve conditions relating to occupational health and safety.

8.04 Provide Information

The Employer agrees to provide necessary information to enable the Committee members to fulfil their function.

8.05 Frequency of Meetings and Minutes

Meetings shall be held every month or more frequently at the call of the Chair, if required. The Committee shall maintain minutes of all meetings and make the same available for review.

8.06 Deemed Time Worked

All time spent by a member of the Joint Occupational Health and Safety Committee attending meetings of the Committee, shall be deemed to be time worked for which they shall be paid by the Employer at their regular or premium rate, as may be proper and they shall be entitled to such time from work, as is necessary.

8.07 Full Union Cooperation

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

8.08 Violence in the Workplace

- a) The Employer agrees to take all reasonable measures to provide a work environment free of violence/harassment.
- b) The parties agree to direct the Joint Occupational Health and Safety Committee to develop a joint policy in regards to Violence/Harassment.

8.09 Form 7

The Union's Health and Safety representative shall be forwarded a copy of the "WSIB Form 7" for any lost time injury that occurs to bargaining unit members.

ARTICLE 9 – LABOUR MANAGEMENT BARGAINING RELATIONS

9.01 No Other Agreement

The Employer shall not bargain with or enter into any agreement with any employee or group of employees in the bargaining unit. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper written authorization of the Union President or designate. In order that this may be carried out, the Union will supply the Employer, in writing, the names of its Officers.

9.02 Union Bargaining Committee

- a) The Union Bargaining Committee shall be elected or appointed and consist of not more than four (4) members of the Union. The Union will advise the Employer in writing of the Union nominees to the Committee.
- b) Any representative of the Union on the bargaining committee, who is in the employ of the Employer, shall have the right to attend negotiating meetings with the Employer within working hours without loss of seniority, wages and benefits up to but not including arbitration.

9.03 Assistance from CUPE

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

9.04 Convening of Meeting

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

ARTICLE 10 – GRIEVANCE PROCEDURE

10.01 Definition of Grievance

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

10.02 Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer agrees to recognize a Union Grievance Committee comprised of the four (4) stewards and the Union president or designate. The Steward may assist any employee which the Steward represents, in preparing and presenting their grievance in accordance with the Grievance Procedure.

10.03 Union to Provide Names

The Union shall notify the Employer in writing, of the name of each Steward and the department(s) they represent and the name of the Chief Steward before the Employer shall be required to recognize them. The Union may appoint a maximum of four (4) Stewards, one (1) of whom shall be the Chief Steward.

10.04 Obtain Permission

A Union Steward must obtain permission from their immediate Supervisor before absenting themselves from their place of duty in order to deal with grievances and such permission shall not be unreasonably withheld. Time spent by Stewards at grievance meetings shall be without loss of pay.

10.05 Disposition of Grievances

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

Step 1

The aggrieved employee, accompanied by their steward shall first take the written grievance to the applicable Department Head within seven (7) calendar days after the circumstances giving rise to it have occurred, or ought reasonably to have come to the attention of the employee and failing settlement within seven (7) calendar days, may proceed to Step 2 within seven (7) calendar days following receipt of the Department Head's decision.

Step 2

- i. If the Union Grievance Committee decides to proceed to Step 2 with the Grievance, then a representative of the Union Grievance Committee within seven (7) calendar days of receipt of the answer at Step 1, shall file the written grievance. The Union's copy of the grievance shall be dated and signed by both parties.
- ii. A meeting between the parties shall take place within seven (7) calendar days of the grievance. At such meeting, the Union president or designate and the Chief Steward may have assistance of the National Representative. It is understood that the grievor shall have the right to attend such meeting and shall not be counted as part of the Grievance Committee.
- iii. A written answer from the Administrator shall be given within thirty-one (31) days of the receipt of the grievance at Step 2. Failing settlement at this Step, such grievance may be submitted to Arbitration as set out in Article 11.
- iv. All correspondence pertaining to the grievance shall be forwarded to the Chief Steward.

10.06 Policy Grievance

The Union and the Employer shall have the right to submit a policy grievance within thirty (30) working days of the occurrence arising directly between the Employer and the Union as to the interpretation, application or alleged violation of this Agreement. Policy grievances shall be submitted in writing by either party and dealt with as a grievance commencing at Step 2 of the Grievance Procedure.

10.07 Grievance Abandoned

Failure on the part of the grievor to observe the time limits set out in the Grievance or Arbitration Procedure shall be deemed to be an abandonment of the grievance and failure on the part of the respondent to observe the time limits shall permit the grievor to move to the next Step in the Grievance Procedure. The time limits referred to in this Article may be extended by mutual agreement of the parties.

10.08 Changes Part of the Agreement

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

10.09 Group Grievance

Where a number of employees have identical grievances and each employee would be entitled to grieve separately, they may present a group grievance in writing identifying each employee who is grieving to the Department Head or designate within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably have come to the attention of the employee(s). The grievance shall then be treated as initiated at Step 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

10.10 No Loss of Pay

Representatives of the Union shall not suffer any loss of pay or benefits for total time involved in grievance meetings with the Employer.

ARTICLE 11 – ARBITRATION

11.01 Composition of Board of Arbitration / Mediation

- a) When either party requests that a grievance be submitted to Arbitration, the request shall be made by registered mail addressed to the other party of the Agreement within thirty (30) days of the answer at Step 2 or within thirty (30) days of the date the answer should have been received, indicating the name of its nominee to the Arbitration Board. Within five (5) days thereafter, the other party shall answer by registered mail indicating the name and address of its appointee to the Arbitration Board. The two appointees shall then select an impartial Chairperson.
- b) Either party, with the agreement of the other party, may submit a grievance to grievance mediation at any time within thirty (30) days of the answer at Step 2 or within thirty (30) days of the date the answer should have been received at Step 2. Where the matter is so referred, the mediation process shall take place before the matter is referred to Arbitration.
- c) Should the mediation not be deemed successful, it is understood the parties can proceed to arbitration as per Article 11 within thirty (30) days of the mediation. In the event that a grievance which has been mediated subsequently proceeds to arbitration, no person serving as the Mediator may serve as an Arbitrator. Nothing said or done by the Mediator may be referred to Arbitration.
- d) The Union and the Employer will share the cost of the Mediator, if any.

11.02 Fails to Appoint

If the party receiving the notice fails to appoint an Arbitrator or, if the two appointees fail to agree upon a Chairperson within seven (7) days of their appointment, the appointment shall be made by the Minister of Labour for the Province of Ontario upon the request by either party.

11.03 Majority Decision

The decision of the majority shall be the decision of the Board. Where there is no majority decision the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties and may not be changed.

11.04 No Jurisdiction

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

11:05 Clarification of Decision

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson to reconvene the Board to clarify the decision.

11.06 Costs

Each party shall pay the fees and expenses of the Arbitrator it appoints and one-half (1/2) of the fees and expenses of the Chairperson.

11.07 Single Arbitrator

Upon mutual agreement or in accordance with the *Labour Relations Act of Ontario*, either party may submit a grievance to a single Arbitrator who shall have the same power as the Board of Arbitration, as in 11:03. Either party may prepare a written dissenting opinion which shall be forwarded to the Arbitrator within ten (10) days following receipt of the decision and shall be attached to and form part of the decision.

ARTICLE 12 – DISCHARGE, SUSPENSION AND DISCIPLINE

12.01 Discharge of Probationary Employee

A claim by an employee who has completed the probationary period, that they have been unjustly discharged, suspended or disciplined, shall be treated as a grievance provided such grievance is lodged with the Employer within seven (7) working days after the discharge, suspension or discipline. Such grievance shall be initiated at Step 2 of the Grievance Procedure. All matters of discharge, suspension or discipline shall be reduced to writing with a copy to the employee concerned and the Union.

12.02 Burden of Proof

Only in cases of discharge, suspension or discipline but not otherwise, the burden of proof of just cause shall rest with the Employer. Such employee and the Union shall be advised promptly in writing by the Employer of the reason for the discharge, suspension or discipline.

12.03 Censure Employee

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

12.04 Discipline Removed From Record

Any letter of reprimand, suspension or other sanction will be removed from the record of an employee twelve (12) months following the receipt of such letter, suspension or other sanction, provided that the employee's record has been discipline free for twelve (12) months.

12.05 Personnel File

- a) At the time of an employee's evaluation, they shall be given a copy of their evaluation. Upon request to the Administrator and at a mutually agreeable time, the employee may view the following documents in their personnel file:
 - i. application form;
 - ii. annual evaluation;
 - iii. disciplinary reports;
 - iv. medical reports.

- b) The employee agrees not to remove documents from their personnel file. Upon request, the employee shall be given copies of the above noted documents. A photocopy charge of \$0.25 per copy will be applicable.

- c) At the time formal discipline is imposed, or at any stage of the grievance procedure an employee shall have the right to the presence of their steward. In the case of suspension or discharge, the Employer shall notify the employee of their right in advance.

ARTICLE 13 – SENIORITY

13.01 Full Time Employees

- a) Definition

Seniority is defined as the length of service in the bargaining unit with the Employer, calculated on the basis of regular hours paid by the Employer and shall be used in determining of priority for promotion, transfers, demotions, lay-offs, permanent reduction of the work force and recall.

- b) Application

Seniority shall operate on a bargaining-unit-wide basis.

- c) Accumulation

Nineteen hundred and fifty (1,950) regular hours paid by the Employer equals one (1) year of service.

For the purpose of seniority, the parties agree to include up to four hundred and eighty-eight (488) overtime hours worked annually.

13.02 Promotions

Promotions, except promotions to positions excluded from the bargaining unit, shall be made on the following basis:

- a) the seniority ranking of the employees affected;
- b) the ability, knowledge, training and skill of the applicants to fulfil the normal requirements of the job;
- c) when two or more applicants are relatively equal with respect to the factors set out in [b], seniority will govern.

13.03 Demotions, Transfers, Layoffs & Recalls

Demotions, transfers, layoffs and recall after layoff shall be made on the basis of seniority, provided the employee concerned meets the normal requirements of the job.

13.04 Probationary Period

- a)
 - i. A new employee will be considered on probation until they have completed four hundred and eighty-seven (487) regular hours of work with the Employer.
 - ii. With the written consent of the Employer, the probationary employee and the President of the Local or designate, such probationary period may be extended. Any extension agreed to will be in writing and will specify the length of the extension.
- b) During the probationary period, employees shall not receive credit for accumulated hours of work and shall not be entitled to benefit of the Grievance Procedure in discharge cases contained in this Agreement unless the employee claims discrimination as set out in Article 4.01 and/or *Health and Safety Act* which shall include whistle blower protection as the grounds for discharge.
- c) Upon completion of the probationary period, an employee shall receive credit for their accumulated regular hours of work from their most recent employment with the Employer, and shall become entitled to all benefits subject to the terms and conditions of the benefit insurance plans.

13.05 Seniority Lists

The Employer shall prepare and maintain two (2) seniority lists; one (1) for full-time employees showing employees' regular hours paid by the Employer and one (1) for part-time employees showing the employees' hours paid by the Employer as calculated in Article 30.03. These lists shall be posted on the bulletin board in January, showing accumulation to the end of the previous calendar month and in July, showing accumulation to the end of the previous calendar month. During the first thirty (30) calendar days of the posting, employees shall have the opportunity of questioning their own individual seniority standing, and if an amendment is deemed necessary the amendment as posted shall be deemed to be correct and final. A copy of such lists shall be forwarded to the Union.

13.06 Departments

For the purpose of this Agreement, the following departments shall be recognized:

- a) Nursing;
- b) Kitchen and Dining Room;
- c) Housekeeping and Laundry;
- d) Maintenance.

13.07 Break In Seniority

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

- a) resigns in writing and does not rescind such resignation within two (2) days;
- b) retires;
- c) is discharged for just cause and is not reinstated;
- d) fails to return to work after completion of an approved leave of absence, without a valid reason acceptable to the Employer;
- e) utilized a leave of absence for purposes other than those for which the leave may have been granted;
- f) is absent from work without permission for three (3) or more consecutive working days in any calendar year without a valid reason acceptable to the Employer;
- g) is laid off for a period of more than twenty-four (24) months;
- h) leaves their post or place of duty without permission during regular working hours without a reason acceptable to the Employer, which acceptance will not be unreasonably withheld.

13.08 Right to Recall Before New Employees

No new employees shall be hired until those laid off have been given an opportunity of recall, subject to the employee having the necessary qualifications to perform in the classification.

13.09 Layoff / Recall Grievances

Grievances concerning lay-offs and recalls shall be initiated at Step 2 of the Grievance Procedure.

13.10 Portability of Seniority

For application of seniority for purposes of promotion, demotion, transfer, layoff and recall, vacation entitlement and wage progression:

- a) an employee whose status is changed from full-time to part-time shall receive full credit for their seniority and service;

- b) an employee whose status is changed from part-time to full-time shall receive full credit for their seniority and service on the basis of one (1) year for each nineteen hundred and fifty (1,950) regular hours paid by the Employer.

13.11 Transfers Out of Bargaining Unit

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

ARTICLE 14 – PROMOTIONS AND STAFF CHANGES

14.01 New Positions, Vacancies

- a) When new positions are created and when vacancies occur which the Employer requires to be filled, falling within those positions included in the description of the bargaining unit, they shall be posted by the Employer for five (5) working days with a selection period of another five (5) working days from which the Employer shall post the name of the successful applicant. Applications must be in writing to the Employer. No outside advertising for any job vacancies shall be placed until the job vacancy has been posted. Where there are no successful applicants, the Employer may obtain personnel from outside the bargaining unit. The Employer shall not be prevented from temporarily filling any position.
- b) The Employer shall post temporary vacancies which have duration of thirty (30) days or more. The Employer shall be required to repost the temporary vacancy after a period of twelve (12) months, unless the parties mutually agree in writing to extend the period.
- c) Regular full-time and regular part-time employees who are successful applicants for temporary vacancies through the job posting process or otherwise shall be returned to their former position and schedule upon completion of such temporary vacancy.

14.02 Successful Applicant

The successful applicant shall be notified within one (1) week following the end of the posting period. They shall be placed on a trial period for up to one (1) month. Conditional upon satisfactory service, the employee shall be declared permanent after the period of one (1) month. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, they shall be returned to their former position, wages or salary rate, without loss of seniority.

14.03 Tuition Costs

The Employer shall pay the tuition costs of courses other than those required to maintain basic job qualifications when such courses are required by the Employer. This is subject to the successful completion of such course.

ARTICLE 15 – LAYOFF AND RECALL

15.01 Layoffs Defined

Layoffs, under the provision of this Collective Agreement shall include the reduction of daily or bi-weekly hours of any full-time or part-time employee.

15.02 Notices to Union

- a) In the event of a proposed layoff of a permanent or long-term nature, the Employer will provide the Union with at least eight (8) calendar weeks notice. This notice is not in addition to required notice for individual employees set out in 15.03 below. The Employer will meet with the Union through the Labour Management Committee to review the following:
 - i. alternatives to the layoffs;
 - ii. the reason causing the layoffs;
 - iii. the service in which the Employer will undertake the layoff;
 - iv. the method of implementation including the areas of cut-back and employees to be laid-off.
- b) Any agreements between the Employer and the Union resulting from the above review concerning the method of implementation will take precedence over other terms of layoff in the Agreement.

15.03 Notices to Employees

- a) In the event of a layoff of permanent or long term nature, the Employer will provide affected employees with notice or pay in lieu of notice in accordance with the provisions of the *Employment Standards Act*. However, the *Employment Standards Act* will be amended to provide notice to the affected employees as follows:
 - i. if service is greater than nine (9) years – 9 (nine) weeks notice;
 - ii. if service is greater than ten (10) years – 10 (ten) weeks notice;
 - iii. if service is greater than eleven (11) years – 11 (eleven) weeks notice;
 - iv. if service is greater than twelve (12) years – 12 (twelve) weeks notice.
- b) In the event of a layoff, the Employer shall lay off employees in the reverse order of their seniority within their classification, provided they have the skills and qualifications to perform the available work.

15.04 Employee Subject To Layoff

An employee who is subject to layoff shall have the right to either:

- a) accept the layoff and be placed on the recall list for twenty-four (24) months, or
- b) displace another employee who has lesser bargaining unit seniority in an identical or lower paying classification if the employee originally subject to layoff can perform the duties without training other than orientation. Such employee so displaced shall be laid off, subject to their rights under this section. The right to bump shall not include the right to bump up. An employee who chooses to exercise the rights to displace another employee shall advise the Employer of their intention to do so, and the position claimed within seven (7) days after receiving notice of layoff

15.04 Job Posting Applies Before Recall

An employee shall have an opportunity for recall from a layoff to an available opening, in order of seniority, provided they have the qualifications and training to perform the work without additional training other than orientation. The job posting procedure under the Collective Agreement applies prior to the exercise of recall rights by laid off employees.

15.05 Recalled Employee

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

15.06 Notification of Recall

The Employer shall notify the employee(s) of recall opportunity by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to be received on the seventh (7th) day following the date of mailing). The employee will be solely responsible for their proper address on record with the Employer.

ARTICLE 16 – HOURS OF WORK

16.01 Work Week Defined

a) Dietary, Laundry, Housekeeping, Maintenance

The work week for dietary, laundry, housekeeping and maintenance staff will average forty (40) hours and the work day eight (8) hours). The work week shall be averaged over a four (4) week period with a four (4) day weekend at the end of the period. Days off during the period shall be two (2) consecutive days. The Employer shall make every reasonable effort to insure that no employees are required to work more than seven (7) consecutive shifts.

b) Nursing

The work week for Nursing shall average forty (40) hours and the work day eight (8) hours. The work week shall be averaged over a four (4) week period, with rotation of shift schedules. Days off during the period shall be consecutive. The Employer shall make every reasonable effort to ensure that no employees are required to work more than five (5) consecutive shifts.

c) The above-noted hours of work and details about such hours, may be amended by the parties, but only after the full approval of the bargaining unit and Employer.

16.02 Time Off Between Shifts

When an employee is required to change shifts, sixteen (16) hours shall be allotted between shifts. If however, an employee is required to report on the second shift less than sixteen (16) hours after finishing the first shift, the employee shall be paid overtime rate for the period worked before the sixteen (16) hours time allotted for shift change has expired.

16.03 Schedules

- a) Schedules for the four (4) week pay period shall be posted in the department affected at least two (2) weeks in advance of the commencement of the four (4) week schedule period. Employees requesting specific days off must submit their requests in writing to their Supervisor or their designate at least two (2) weeks in advance of the posting of the schedule, unless provided otherwise elsewhere in the Agreement.
- b) Shift schedules shall be posted and all changes thereto. The employees who are to be affected by the schedule change shall be verbally notified where possible of the change by their respective Supervisor. Where three (3) days notice of change in shift schedules is not given to the full-time employee, they shall be paid overtime at the rate of time and one-half (1½) for the first day worked.

Notwithstanding the foregoing, overtime will not be paid either as a result of a requested change in shift, or a change over to daylight saving from standard time or vice versa or an exchange of shifts by two (2) employees.

16.04 Arrangements of Shifts

- a) There shall be no split shifts.
- b) Part-time employees shall be allowed one (1) weekend (Saturday and Sunday) every month where they will not be required to be available for duty. Employees will be required to advise their Supervisors of the specific weekend which they want to be off at least two (2) weeks in advance of the schedule being posted.

16.05 Paid Rest Period

- a) An employee shall be permitted a rest period of fifteen (15) consecutive minutes within every three and three-quarter (3¾) hours worked. A meal break will be provided after four (4) hours.
- b) When an employee performs authorized overtime work of at least three (3) hours duration, the Employer will schedule a rest period of fifteen (15) consecutive minutes duration.

16.06 Mutual Exchange

Employees shall be allowed the trading of days off, or of shifts with another employee of their own classification, subject to the approval of their immediate Supervisor and in accordance with the Employer's policy. Such mutual exchange shall be in writing and shall not require the Employer to pay overtime rate of pay or other premium pay set out elsewhere in this Agreement.

Approval will be given in writing within a reasonable amount of time prior to the date being requested. Requests for MSE will not be reasonable denied.

16.07 Rotation of Shifts

There shall be a regular rotation of shifts in the departments which require shift work.

16.08 Paid for Entire Shift

An employee who is called with less than three (3) hours notice to come into work and who is consequently unable to arrive for work until after the shift has commenced, shall be paid as though they had worked from the beginning of the shift.

ARTICLE 17 – OVERTIME

17.01 Overtime Generally

- a)
 - i. All time worked before or after the regular work day and the regular work week shall be considered overtime.
 - ii. The Employer will give as much advance notice of overtime as reasonably practicable.
 - iii. Overtime shall be distributed as equally as possible amongst those employees who normally perform the work in question, taking into consideration their availability and the wishes of the employees.
- b) The Employer and the Union recognize that overtime is voluntary, therefore, the Employer shall continue its practice of requesting overtime from employees who normally perform the work. However, if more employees refuse to perform the overtime than are required by the Employer to maintain quality resident care, then the least senior employee(s) shall be assigned the overtime and the employees agree to work such overtime.

17.02 Not Required to Layoff

No lay-off shall compensate for overtime and the employees shall not be required to lay-off during regular hours to equalize any overtime work.

17.03 Call-Back

Where an employee is called back to work after having left the Home and before commencing their next regularly assigned shift, they shall be given a guaranteed minimum of two (2) hours pay at time and one-half (1½) their regular rate of pay for such call-back.

17.04 Time Off

Instead of cash payment for overtime, an employee may choose to receive time off at the appropriate overtime rate at a time selected by mutual agreement between the employee and the Supervisor concerned. The employee must give five (5) working days (Monday to Friday) notice to request such day off and such request shall not be unreasonably denied. The employee will be given a response to such request within three (3) working days prior to the requested day off.

17.05 Overtime Rate

Employees shall be paid overtime at the rate of time and one-half (1½) their applicable hourly rate.

ARTICLE 18 – PAID HOLIDAYS

18.01 Paid Holidays – Full Time Employees

The Employer recognizes the following as Paid Holidays:

New Year's Day	Labour Day
Easter Monday	Christmas Day
Civic Holiday in August	Thanksgiving Day
Good Friday	Boxing Day
Victoria Day	Remembrance Day
Canada Day	Floating Holiday
Family Day	

and any other day proclaimed as a Holiday under the revised Statutes of Ontario.

18.02 Holiday Pay

An employee shall receive their regular straight time hourly rate of pay for seven and one-half (7.5) hours for each of the above-named Holidays without being required to perform work. To be eligible for pay on the above-named Holidays, an employee must have reported for work on the last regular scheduled work day prior to the Holiday and the first regular scheduled work day following the Holiday unless the employee has been excused with the permission of the Employer, or on approved sick leave or vacation.

18.03 Pay for Work on the Holiday

An employee required to work on any of the above-named Holidays will be paid at the rate of time and one-half (1½) their regular straight time rate of pay for the hours worked in addition to their Holiday pay.

18.04 Holiday During Vacation

In the event that one (1) or more of the Paid Holidays occur during an employee's annual vacation, they shall be allowed the extra days off with pay at a time of mutual agreement between the employee and the Supervisor concerned.

18.05 Holiday On Scheduled Day Off

In the event that a Paid Holiday falls on an employee's scheduled day off and they have qualified for Holiday pay in accordance with Article 18:02 they shall be paid a day's pay or if mutually agreed, take an extra day off with pay at a time mutually agreed upon by the employee and the Supervisor concerned. The employee must give four (4) days notice to request such day off and such request shall not be unreasonably denied.

18.06 Day Off In-Lieu

Employees who work on a Statutory Holiday may elect to be paid for such Holidays at premium rates plus pay for the Holiday or they may elect to be paid premium rates and take a day off with pay in lieu. All days off with pay shall be taken prior to December 20th in the calendar year. Employees must notify their Supervisor three (3) days in advance of the Paid Holiday so as to the method of payment and such day must be scheduled by mutual consent between the employee and their Supervisor. Employees shall be allowed to accumulate a maximum of five (5) days under the above system.

ARTICLE 19 – VACATIONS

19.01 Vacation With Pay

Employees shall receive an annual vacation with regular pay in accordance with credited service as of vacation eligibility date.

19.02 Vacation Year

- a) The vacation year runs from January 1st to December 31st. Vacations earned during the twelve (12) month period ending December 31st, will be taken in the following twelve (12) month period.
- b) It is agreed that all annual vacation shall be completed by December 20th of each year.

19.03 Vacation Entitlement

The vacation entitlement will be as follows:

YEARS OF SERVICE	VACATION
Less than one (1) year	.833 days per complete month of service
After one (1) year	2 weeks based on .833 days per complete month of service during the vacation year
After three (3) years	3 weeks based on 1.25 days per complete month of service during the vacation year
After eight (8) years	4 weeks based on 1.66 days per complete month of service during the vacation year
After fifteen (15) years	5 weeks based on 2.08 days per complete month of service during the vacation year
After twenty (20) years	6 weeks based on 2.5 days per complete month of service during the vacation year
After twenty-seven (27) years	7 weeks based on 2.92 days per complete month of service during the vacation year

19.04 Accrual According to Hiring Date

Employees commencing employment prior to the fifteenth (15th) of the month, will accrue vacation credits for the full month. Employees commencing employment on the fifteenth (15th) of the month or later, will accrue vacation credits commencing with the next following month.

19.05 Accumulation When Absent

Employees who are absent for more than fifteen (15) days in one (1) month will not accumulate vacation for that month. For the purpose of this Article, absence shall mean:

- i. unpaid leave of absence; or
- ii. maternity leave (which exceeds seventeen (17) weeks); or
- iii. unpaid sick leave; or
- iv. work related injury (WSIB) absences which exceed three (3) months.

19.06 Not Cumulative

Vacations will not be cumulative from year to year and all vacations must be taken by the end of the applicable vacation period. Certain conditions may warrant the deferral of up to one week's vacation, which will be carried over to the next year's vacation period.

19.07 Employee Reaches Next Higher Vacation Entitlement

Employees who reach the next higher vacation entitlement will be allowed to take the additional week in the year they reach the required years of service providing it is taken after the appropriate service date.

19.08 Vacation Schedules

- a) The Employer shall post a list for vacation requests by January 15th of each year. Employees shall have until March 15th to indicate their preference for vacation time. The Employer shall post an approved vacation list by April 15th of each year.
- b) For vacation requests from January 1 of each year through to April 15 of any given year, an employee shall submit their requests in writing at least two (2) weeks in advance of the posted schedule, such request will not be unreasonably denied. Written notice of approval or denial of such request shall be given to the employee within seven working days of the request being submitted.
- c) Once approved, vacations shall not be changed except by mutual agreement between the Employer and the employee.
- d) It is understood that vacation requests received after the March 15th deadline shall be in writing and will be addressed on a first come, first served basis, except in cases where the requests are received at the same time, in which case it shall be determined by seniority.
- e) The Union shall be provided with a copy of the approved vacation list.

19.09 Scheduled by Seniority

Vacation shall be scheduled by the Employer considering the seniority and the wishes of the employees concerned and when there is a dispute as to the same choice of dates between two (2) or more employees, the wishes of the senior employee shall prevail.

19.10 Time Off – Christmas & New Years

Employees shall be entitled to a minimum of three (3) consecutive days off at either Christmas or New Years, unless mutually agreed otherwise between the Employer and the employee. It is understood that Christmas shall include Christmas Day and Boxing Day and New Years shall include New Years Eve and New Years Day. It is understood that employees shall alternate time off at Christmas and New Years and that under normal conditions, fifty percent (50%) of the employees shall have the Christmas off and the remaining fifty percent (50%) shall have New Years. The Employer shall not schedule an employee on the night shift of Christmas Eve in the year in which the employee has Christmas off.

ARTICLE 20 – SICK LEAVE

20.01 Defined

“Sick leave” means the period of time that an employee is absent from work by virtue of being sick or disabled due to accident. Employees shall be paid sick leave provided they have accumulated sick credits in accordance with Article 20:02, for those days the employee was scheduled to work but did not work due to illness or non-compensable injury.

20.02 Accumulate

All employees who have completed their probationary period shall accumulate from the first day worked, sick leave credits at the rate of one and one-half (1½) days for each month of service up to a maximum of one hundred and forty-four (144) days.

20.03 Sick Leave Not Earned

No sick leave credits shall be earned in respect of any month in which an employee qualified for less than three (3) weeks pay, or is absent on sick leave in excess of three (3) weeks.

20.04 Medical Certificate

- a) In order to qualify for sick leave pay, the employee shall for any period of illness in excess of three (3) consecutive days or for any period where the employee has been warned for misuse of sick leave credits, provide a medical certificate from a qualified practitioner upon return to work.
- b) Employees who claim sick leave pay, which follows their vacations, shall supply the Employer with a medical certificate from a qualified medical practitioner, again upon return to work.

20.05 Workers Compensation

Absence for sickness or accident compensable by Workers Compensation will not be charged against sick leave credits. It is further understood that seniority (not including service, except as provided for elsewhere in this Agreement) shall continue to accrue while employees are in receipt of Workers Compensation benefits or on an approved sick leave of absence.

20.06 Payout Upon Termination of Employment

Subject to the employee providing the Employer with at least two (2) weeks notice of their intent to terminate employment, unless a reason satisfactory to the Employer is provided making it impossible to provide such notice, one half of any unused portion of sick leave shall be paid to each employee who has two (2) or more years of seniority on severance of their employment with the Employer. Employees shall not accumulate seniority while on unpaid sick leave but shall retain seniority.

ARTICLE 21 – LEAVE OF ABSENCE

21.01 Union Leave of Absence

A leave of absence without pay shall be granted to employees to attend conventions, schools and seminars conducted by the Union, provided the Union gives the Employer at least two (2) weeks notice in advance of the requirement of the employee to absent themselves and provided that in the judgement of the Employer, the efficiency of the operations shall be affected by such leave. In any event, there shall be no more than one (1) employee from each department on any such leave at any one time and no single employee shall be granted more than two (2) weeks of such leave in any calendar year. The two (2) week period may be extended at the sole discretion of the Employer.

21.02 Personal Leave

A leave of absence without pay and without loss of seniority, of up to three (3) months maybe granted to an employee for personal reasons considering the efficient operations of the Home. Such request shall be in writing by the employee and the answer from the Employer shall also be in writing.

21.03 Public Affairs

- a) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request and subject to the approval of the Employer, leave of absence without pay and benefits and without loss of seniority may be granted so that the employee may be candidate in a federal, provincial or municipal election.

- b) An employee who is elected to public office shall be allowed leave of absence without pay or benefits and without loss of seniority during their term of office.

21.04 Jury Duty

- a) The Employer shall grant leave of absence without loss of seniority or benefits to an employee who serves as a juror in any court of law or is required to attend as witness in an court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest, or is subpoenaed to appear at the College of Nurses.
- b) The Employer shall pay such employee the difference between their normal earnings and the payment they receive for jury duty, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received. Time spent by an employee required by the Employer as a court witness in any matter arising out of their employment shall be considered as time worked at the appropriate rate of pay. In order for the employees to qualify for payment under this Article, they must notify the Employer forthwith upon being summoned to serve as a juror.

21.05 Bereavement Leave

- a) In the event of a death in the immediate family, the employee will be granted a leave of absence of five (5) consecutive days without loss in pay surrounding the day of the funeral, including scheduled days off. Immediate family means spouse (including common-law spouse), parents, stepparents, children and stepchildren.

In the event of a death in the immediate family, the employee will be granted a leave of absence of three (3) consecutive days without loss in pay surrounding the day of the funeral, including scheduled days off. Immediate family means brother, sister, grandparents, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law. One (1) day leave with pay shall be granted to attend funerals of an employee's aunts, uncles, nieces and nephews. One (1) day leave without pay shall be granted to attend funerals of spouse's aunts, uncles, nieces and nephews.

Should attendance at the funeral require travel in excess of four hundred (400) kilometres then employees will be allowed one (1) extra day with or without pay depending on the circumstances as noted in the previous paragraph, in addition to the time as noted above.

- b) An employee shall be granted sufficient time off work without loss in pay, at the discretion of the Administrator, to attend the funeral of a resident of the Home as a pallbearer.

21.06 Pregnancy and Parental Leave

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

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

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

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

Additional leave of absence may be taken under 21.06(i) Parental Leave.

- (b) An employee who is on pregnancy leave as provided under this Agreement, who has completed ten (10) months of continuous service and has applied for and is in receipt of Employment Insurance pregnancy/parental benefits pursuant to the Employment Insurance System, shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of their regular weekly earnings and the sum of their weekly rate of Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two (2) week Employment Insurance waiting period and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that they are in receipt of Employment Insurance pregnancy/parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours.

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

- (c) An employee who does not apply for leave of absence under 21.06(a)(i) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with 21.06(a)(i) upon providing the Employer, before the expiry of two (2) weeks after they ceased to work, with a certificate of a legally qualified medical practitioner stating that they were not able to perform the duties of their employment because of a medical condition arising from their pregnancy, and giving the estimated day upon which, in their opinion, delivery will occur or the actual date of their delivery.
- (d) An employee who intends to resume their employment on the expiration of the leave of absence granted to them under this article shall so advise the Employer when they request the leave of absence. If a full-time employee returns to work at the expiry of the normal pregnancy or parental leave, and the employee's former permanent position still exists, the employee will be returned to their former job, and former shift if their shift was designated.

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

- (e) When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations under the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to their employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of 21.06(d).
- (f) Such absence is not an illness under the interpretation of this Agreement, and sick leave benefits cannot be used.
- (g) 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.
- (h) Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under the Parental Leave provisions of this Agreement. The employee shall give the Employer at least two (2) weeks notice, in writing, that they intend to take parental leave.

(i) Parental Leave

- i) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of a child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.
- ii) A “Parent” includes: the natural mother or father of the child, a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as their own.
- iii) Parental leave must begin no later than fifty-two (52) weeks after the day the child is born or comes into custody care and control of the parent for the first time. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to thirty-five (35) weeks in duration if the employee also took pregnancy leave and thirty-seven (37) weeks in duration if they did not.
- iv) An employee not on pregnancy leave requesting parental leave, shall give the Employer four (4) weeks written notice of the date the leave is to begin.

An employee may end their parental leave as set out in paragraph (iii) above (or earlier) by giving the Employer written notice at least four (4) weeks before the last day of the leave.

- v) For the purposes of Parental Leave the provisions under 21.06(a), (d), (e), (f), (g) and (h) shall also apply.

ARTICLE 22 – PRE-PAID LEAVE PLAN

22.01 Leave Details

The Employer agrees to introduce the prepaid leave program, funded solely by the employee subject to the following terms and conditions:

- a) The plan is available to employees wishing to spread four (4) years’ salary over a five (5) year period, in accordance with part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- b) All deferred salary plus accrued interest shall be paid to the employee.

- c) All benefits shall be kept whole during the five (5) years. During the year of leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of the leave.
- d) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months' notice is given to the Employer. Deferred salary plus accrued interest will be returned to the employee within a reasonable period of time.
- e) If the employee terminates employment, the deferred salary plus accrued interest will be returned to the employee within a reasonable period of time. In case of an employee's death, the funds will be paid to the employee's beneficiary.
- f) The employee will be reinstated to their former position unless the position has been discontinued, in which case they shall be given a comparable job.

ARTICLE 23 – PAYMENT OF WAGES AND ALLOWANCES

23.01 Schedule “A”

The Employer shall pay salaries and wages bi-weekly in accordance with Schedule “A” attached hereto and forming part of this Agreement. On each pay day, each employee shall be provided an itemized statement of their wages, overtime and other supplementary pay and deductions. If there is an error in the calculation of an employee's remuneration exceeding fifty dollars (\$50.00), the employee will be reimbursed on the next off cycle pay, provided the Employee advised the office of the error with sufficient notice for the Employer to confirm the error and process the payment before the payroll deadline.

23.02 Temporary Upgrading

When an employee is assigned to temporarily relieve and perform the principle duties of a higher paying position for one-half (½) shift (four (4) consecutive hours) or more they shall receive the rate of pay for the job to which they are assigned.

23.03 Assigned to Lower Paying Position

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

23.04 Shift Premium

- a) Effective December 31, 2018, a premium of seventy cents (\$0.70) per hour shall apply to all shifts worked between 1500 hours and 0700 hours.

- b) Effective January 1, 2022, employees required to work a day shift on a weekend (defined as a Saturday or Sunday) shall be paid a premium of fifty-five cents (\$0.55) per hour for each hour worked.

23.06 Where there is neither an RN nor a Supervisory employee who is a Registered Nursing in the building and there is an RPN in the building, an allowance of \$0.80/hour for each hour the RPN is designated to be in charge of the building.

23.05 Retroactivity

Retroactivity shall be limited to the wages set out in Schedule “A” and apply to hours worked and paid sick leave only, and shall apply to all employees on the payroll on the date of this award and shall be paid within ninety (90) days of ratification.

ARTICLE 24 – JOB CLASSIFICATIONS AND RECLASSIFICATIONS

24.01 Job Descriptions

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

ARTICLE 25 – EMPLOYEE BENEFITS – HEALTH AND WELFARE

25.01 Employer / Employee Share Costs

The Employer and the employees agree to contribute the following billed premium amounts.

- a) The Employer will pay one hundred (100%) percent of the billed premium for the Greenshield Plan 27783, which provides:
 - i. Group Life;
 - ii. Accidental Death and Dismemberment;
 - iii. Long Term Disability.

- b) The Employer will pay one hundred percent (100%) of the billed premium for R.W.A.M. group 961, which provides:
 - i. Effective January 1, 2022, Vision Care, in the amount of three hundred dollars (\$300.00) for each family member every twenty-four (24) months;

Effective January 1, 2026, Vision Care, in the amount of three hundred and twenty-five dollars (\$325.00) for each family member every twenty-four (24) months;

- ii. Effective November 29, 2019, Eye Exam, in the amount of seventy-five dollars (\$75.00) every twenty-four (24) months;
- iii. Effective August 4, 2013, Dental Care, with a one (1) year ODA lag and nine (9) month recall.

25.02 Employer Contributions Cease

The Employer's contribution to the premium cost of the Welfare Insurance Plans set out in Article 25:01 shall cease when an employee:

- a) is on lay-off;
- b) is absent from work on approved leave of absence, or WSIB for a period exceeding twelve (12) months, or until sick leave is exhausted.

25.03 Pension

Effective December 1, 1987, all employees (Full and Part Time) shall be enrolled in the Ontario Municipal Employee Retirement System (OMERS) in accordance with the plan regulations.

25.04 Changes in Carrier

- a) The parties agree that the Employer may substitute another carrier (other than OHIP) of any plan provided the benefits conferred are not in total decreased and that the Union will be given thirty (30) days notice of the Employer's intent to change carriers.
- b) The Employer shall provide to the Union full specifications of the benefit programs contracted for an in effect for employees. The specifications shall consist of both what is in the Plan and how the Plan is administered.

ARTICLE 26 – UNIFORM

26.01 Allowance

At six (6) month intervals (January, July) (on the closest pay period to the six (6) month interval) full-time employees shall be provided with an allowance of fifty (\$50.00) dollars towards purchase of uniforms. Part-time employees shall receive a pro-rated amount based on hours worked in the previous six (6) month period.

Effective September 27, 2018, at six (6) month intervals (January, July) (on the closest pay period to the six (6) month interval) full-time employees shall be provided with an allowance of sixty (\$60.00) dollars towards purchase of uniforms. Part-time employees shall receive a pro-rated amount based on hours worked in the previous six (6) month period.

26.02 Safety Footwear

Effective August 4, 2013, a non-taxable safety footwear allowance of \$100 per year shall be paid in the first pay period in January each year to all employees required to wear safety footwear.

ARTICLE 27 – GENERAL CONDITIONS

27.01 Bulletin Board

The Employer shall provide a bulletin board upon which the Union shall have the right to post notices of meetings and other such notices as may be of interest to employees. The Union agrees that all notices except notices of regular meetings or special meetings of the Local must be signed by an officer of the Union and submitted to the Administrator or when the Administrator is not available, to their designate, for approval prior to posting, which approval shall not be unreasonably withheld.

27.02 Health Examinations

- a) When required by the Administration, the employees will submit to a physical examination, stool examination and/or culture including laboratory tests, x-rays, inoculations and vaccinations, it being understood that the expense of such shall be borne by the Employer and without limiting the generality of the foregoing, the employees agree to submit to any examination required from time to time by the *Public Hospitals Act., R.S.O. 1960, Chapter 322* and amendments thereto and/or regulations passed thereunder. It is understood that employees may elect to have such examinations conducted by their own family physician at the Employer's expense.
- b) Should examinations as required by [a] above prove an employee unable to perform their regular duties, the Employer shall endeavour to transfer such employee in a suitable employment at the first opportunity and shall notify the Union of this intent.

27.03 Gender – Plural

Whenever the singular, masculine or feminine is used in the Agreement, it shall be considered as if the plural, or as gender neutral (they, them, the employee) where the context of the party or parties hereto so require.

27.04 Union Meetings at the Home

If facilities are available, the Employer shall grant permission to the Union to hold meetings on the Employer's premises. It is understood and agreed that these meetings will not occur more frequently than once a month.

27.05 Orientation and In-Service Program

- a) The Employer recognizes the need for an orientation program of such duration as it may deem appropriate taking into consideration the needs of the Employer and employees involved.
- b) When an employee is on duty and authorized to attend an in-service program within the Employer and during their regular scheduled working hours, they shall suffer no loss in regular pay. When an employee is required by the Employer to attend courses outside of their regularly scheduled working hours, they shall be paid for all time spent in attendance on such courses at their regular straight time hourly rate of pay.

ARTICLE 28 – VALIDITY OF AGREEMENT

28.01 Agreement Not Abrogated

In the event of any of the provisions of this Agreement or any practices established thereby being contrary to the provisions of any applicable law hereinafter enacted, this Agreement shall not be deemed to be abrogated but shall be amended so as to conform with the regulations of any such law.

ARTICLE 29 – NO STRIKES OR LOCKOUT

29.01 Strike

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

29.02 Lockout

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

ARTICLE 30 – PART-TIME EMPLOYEES ARTICLES

30.01 Definition

A part-time employee is an employee who is regularly employed for not more than twenty-four (24) hours per week and who has completed the probationary period as set out in Article 30.08

30.02 Agreement Does Not Apply

All of the Articles in this Agreement apply to part-time employees except as follows:

- Article 13 – Seniority (13.04)
- Article 16 – Hours of Work (16.01)
- Article 17 – Overtime (17.03, 17.04)
- Article 18 – Holidays
- Article 19 – Vacations
- Article 20 – Sick Leave
- Article 25 – Employee Benefits – Health and Welfare

30.03 Part-Time Seniority Defined

- a) Seniority defined for part-time employees is defined as total accumulated hours paid by the Employer since last date of hire and shall be used in determining of priority for promotions, transfers, demotions, lay-offs, permanent reduction of the work force and recall. No part time employee shall accrue more than 1950 hours in a year.
- b) Seniority shall operate on a bargaining unit wide basis.
- c) Notwithstanding Article 30.03 (a), for the purpose of seniority, the parties agree to include up to four hundred and eighty-eight (488) overtime hours worked annually which may exceed 1950 hours in a year. This shall take effect the year of the ratification of the Memorandum of Settlement or Award.

30.04 Percentage In-lieu Payment

All part-time employees shall receive an amount equal to thirteen percent (13%) of their regular straight time hourly rate for all straight time hours paid. This payment will be made in lieu of sick leave, health & welfare benefits, vacations and paid holidays.

30.05 Vacation With Pay

Effective June 27, 2016, Part-time vacation pay shall be paid on the first pay day in June and the first pay day in December.

- a) Part-time employees who have been employed for less than twelve (12) months shall receive vacation pay at the rate of four (4%) of total earnings.
- b) Part-time employees who have been continuously employed and have worked more than five thousand, eight hundred and fifty (5,850) hours of regular work shall receive annual vacation pay at the rate of six (6%) percent of wages.
- c) Part-time employees who have been continuously employed and have worked more than fifteen thousand, six hundred (15,600) hours of regular work shall receive annual vacation pay at the rate of eight (8%) percent of wages.
- d) Part-time employees who have been continuously employed and have worked more than twenty-nine thousand, two hundred and fifty (29,250) hours of regular work shall receive annual vacation pay at the rate of ten (10%) percent of wages.
- e) Part-time employees who have been continuously employed and have worked more than forty-eight thousand, seven hundred and fifty (48,750) hours of regular work shall receive annual vacation pay at the rate of twelve (12%) percent of wages.
- f)
 - i. Part-time employees who have been continuously employed for more than one thousand and nine hundred and fifty (1,950) hours of work shall receive two (2) weeks of annual vacation time off work.
 - ii. Part-time employees who have worked more than five thousand, eight hundred and fifty (5,850) hours of regular work shall receive three (3) weeks of annual vacation time off work.
 - iii. Part-time employees who have completed fifteen thousand, six hundred (15,600) hours of regular work shall receive four (4) weeks of annual vacation time off work
 - iv. Part-time employees who have completed twenty-nine thousand, two hundred and fifty (29,250) hours of regular work shall receive five (5) weeks annual vacation time off work
 - v. Part-time employees who have completed forty-eight thousand, seven hundred and fifty (48,750) hours of regular work shall receive six (6) weeks of annual vacation time off work.

- g) Part-time vacation pay shall be paid on the first (1st) pay day in December.
- h) Part-time employees who transfer to full-time positions may elect not to receive percentage pay for vacation from previous years but may have the choice of transferring such value of vacation earned to be credited to employees vacation with pay as a full-time employee.

30.06 Paid Holidays

If a part-time employee is required to work on any of the following paid holidays, such employee shall be paid at a rate of time and one-half (1½) their regular straight time hourly rate for all hours worked on such holiday.

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	Family Day

30.07 Part-Time Employee Probationary Period

- a) Newly hired employees shall be considered probationary employees until they have worked four hundred and eighty-seven (487) regular hours, if however, in the opinion of the Employer, the employee has completed the probationary period prior to this time, the Employer may shorten the probationary period, provided that the Union and the employee are so informed in writing. The Employer may require the employee to complete a further probationary period of four hundred and eighty-seven (487) hours of work after consultation with the Union and the employee concerned.
- b) During the probationary period, the employee shall not accumulate seniority and shall not be entitled to the benefits of the grievance procedure.
- c) Upon completion of the probationary period, an employee shall be credited with all regular hours worked from their most recent hiring date with the Employer.

30.08 Regular Part-Time

- a)
 - i. Employees will be scheduled for up to twenty-four (24) hours per week.

- ii. Once all regular part time employees have been given the opportunity to work up to the regular part time commitment of two (2) shifts, extra hours will then be offered to regular part time employees on the basis of their seniority until the senior regular part time employee has reached 37.5 hours per week or is in an overtime position, or has indicated in writing that they do not want additional hours. The remaining shifts will be offered to the next senior regular part time employee in the same manner and so on.
- iii. Shifts that become available due to an employee being absent will be rotated through the regular part-time employees until they have reached up to thirty-seven and one-half (37½) hours per week.
- iv. Should the Employer “post” the shift as a temporary vacancy then there shall be no rotation as noted above.
- v. Part-time employees shall be allowed one (1) weekend (Saturday and Sunday) every month where they will not be required to be available for duty.
- vi. Part-time employees requesting a specific weekend off must submit their request in writing to their Supervisor at least two (2) weeks in advance of the posting being scheduled.
- vii. Where extra part-time shifts become available the employee has the right to accept or refuse these additional shifts.
- viii. An employee who is missed for a call in hours will be compensated by being scheduled for an additional shift, for all hours missed, as an extra employee at a time that is mutually agreed upon by the employee and the Employer.
- b) Should situations arise where there are no casual employees available to work then overtime will be offered first to regular full-time employees on a rotating seniority basis and if none are available then to regular part-time employees on a rotating seniority basis.

30.09 Optional Benefit Coverage

Part-time employees will have the option of purchasing equivalent coverage on the same basis as provided to full-time employees for those benefits set out in Articles 25:01 [a] and [b] insofar as they may be made available to part-time employees by the Employer’s insurer. Part-time employees will be responsible for the full cost of the billed premium of these benefit plans and shall submit payment in a manner acceptable to the Employer.

ARTICLE 31 – EXTENDED SHIFT

31.01 Hours of Work

- a) The hours of work for extended shifts will cover eleven and one-quarter (11¼) continuous hours.
- b) The hours of work for extended shifts will be 07:00 – 19:00 and 19:00 – 07:00 hours.
- c) There shall be two hundred and twenty-five (225) hours in a six (6) week period for full-time employees. It is further understood that variable pay periods may occur.
- d) A maximum of three (3) consecutive extended shifts will be scheduled; a minimum of two (2) consecutive days off scheduled between them. Employees shall be paid eleven and one-quarter (11¼) hours at their regular straight time hourly rates for each extended shift. The provisions of Article 16.02 shall not apply in sixteen (16) hours between shifts.

31.02 Meal Breaks and Rest Periods

Each extended shift shall include an unpaid three quarter (¾) hour meal break. In addition there will be three (3) paid fifteen (15) consecutive minute rest periods.

31.03 Paid Holidays

Paid Holidays taken will be paid at seven and one-half (7½) hours. Full-time employees working on such Holidays will be paid at one and one-half (1½) times their regular straight time hourly rate for all hours worked in addition to seven and one-half (7½) hours pay for the day subject to the provisions of Article 18:06. Part-time employees will be paid in accordance with Article 30.06.

31.04 Overtime

Daily overtime will be paid for hours worked in excess of eleven and one-quarter (11¼) hours per day or thirty-seven and one-half (37½) hours per week averaged over six (6) weeks. Part-time employees scheduled to work extended shifts shall be paid overtime rates for working more than eleven and one-quarter (11¼) hours.

31.05 Bereavement Leave

An employee shall be allowed two (2) paid extended shifts without loss of pay surrounding the funeral of a member of their immediate family as defined under Article 21:06 [a]. If necessary a third day without pay may be granted.

Notwithstanding the above, where Article 21:06 [a] provides for a one (1) day Bereavement Leave with or without pay one (1) day shall be equal to eleven and one-quarter (11¼) hours.

31.06 Shift Premiums

Employees working the extended shifts will be paid shift premiums for all hours worked between 1500 – 0700 hours and for all hours worked between 0700 – 1500 hours on a weekend. The amount of shift premium paid will be in accordance with Article 23.04.

31.07 Sick Leave

As per the existing accumulation plan converted to extended shifts, i.e. eleven and one-quarter (11¼) hours equals one and one-half (1½) days.

31.08 Vacations

It is understood that vacation days shall be paid at eleven and one-quarter (11¼) hours. This will not entitle an employee to more vacation than they would have enjoyed under Article 19 (i.e. two (2) weeks of vacation equal to seventy-five (75) hours).

31.09 Probationary Period

The probationary period shall remain as stated in the Collective Agreement.

31.10 Equivalent Benefits

- a) The parties agree that employees working the extended hours schedule shall receive no less or no more than the equivalent benefits to which they would be entitled had they been scheduled on the basis of the normal seven and one-half (7½) hour shift.
- b) The Manor will not be required to pay overtime rates for any hours by an employee in excess of the normal number where such excess hours are made necessary only to accommodate the transition to or from the extended shift schedule. Similarly, no penalty payment resulting directly from the transition to or from the extended schedule will be paid.

ARTICLE 32 – TERM OF AGREEMENT

32.01 Effective Dates

This Agreement shall be binding remain in effect for a two (2) year period from January 1, 2024 to December 31, 2025 and shall continue from year to year thereafter unless either party gives to the other party notice in writing during the period three (3) months prior to the expiration date of this Agreement of its desire to either amend or terminate this Agreement and the parties shall forthwith commence negotiations for this purpose.

32.02 Changes Subject to Mutual Agreement

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


32.03 Notice to Bargain

Either party desiring to propose changes in this Agreement shall, within ninety (90) days prior to the termination date, give notice in writing to the other party of the changes proposed. Within five (5) working days of receipt of such notice by one (1) party, the other party is required to enter into negotiations for a new Agreement. The above five (5) day time limit may be extended by mutual agreement.


The parties hereto have executed this Agreement this 10th day of March 2026.

CUPE Local 2165

Manitoulin Centennial Manor



Wanda McCulligh (2026-03-13 11:45:47 EDT)

Laura Cox


Helen Berlee Fanning (2026-03-11 12:26:41 EDT)

Don Cook
Don Cook (2026-03-13 12:41:04 EDT)

Tracy Bailey
Tracy Bailey (2026-03-11 13:31:13 EDT)


Karen McGaughey (2026-03-11 14:21:12 EDT)

T. Kennedy

SCHEDULE “A” – WAGES

A.01 Wages and Classifications

Following are the wages and classifications covered by this Agreement.

Classification	Date	Start	After 487 hours	1 Year
Maintenance	Jan. 1, 2024	23.22	24.17	25.14
	July 1, 2024	23.45	24.42	25.39
	Jan. 1, 2025	24.15	25.15	26.16

HCA and PSW	Jan. 1, 2024	26.41	27.38	28.35
	July 1, 2024	26.67	27.65	28.63
	Jan. 1, 2025	27.47	28.48	29.49

Dietary Aide, Housekeeping, Laundry	Jan. 1, 2024	22.32	23.31	24.30
	July 1, 2024	22.54	23.54	24.54
	Jan. 1, 2025	23.22	24.25	25.28

Dietary Cook	Jan. 1, 2024	22.52	23.51	24.49
	July 1, 2024	22.74	23.75	24.74
	Jan. 1, 2025	23.42	24.46	25.48

RPN	Jan. 1, 2024	29.12	30.08	32.03
	July 1, 2024	29.41	30.38	32.35
	Jan. 1, 2025	30.29	31.29	33.32
	Jan. 28, 2026	31.79	32.79	34.82

Qualified Cook	Jan. 1, 2024	25.52	26.07	26.92
	July 1, 2024	25.78	26.33	27.19
	Jan. 1, 2025	26.55	27.12	28.01

LETTER OF UNDERSTANDING

Between

Manitoulin Centennial Manor

and

Canadian Union of Public Employees and its Local 2165

Pre Retirement Counseling


The parties agree to discuss pre-retirement counselling at a Labour Management Committee meeting with a view to implement a pre-retirement counseling program and/or utilizing an existing program, i.e., that which is offered by O.M.E.R.S.

Signed electronically, this 10th day of March 2026.


Signed on behalf of:

CUPE Local 2165

Manitoulin Centennial Manor

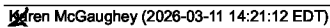

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Don Cook (2026-03-13 12:41:04 EDT)


Tracy Bailey (2026-03-11 13:31:13 EDT)


Karen McGaughey (2026-03-11 14:21:12 EDT)



LETTER OF UNDERSTANDING

**Between
Manitoulin Centennial Manor
and
Canadian Union of Public Employees and its Local 2165**

Re: Scheduling

The parties agree that these scheduling provisions will be in place for the duration of this Collective Agreement. These provisions may be amended from time to time with the agreement of both parties. The parties agree that the Labour Management Committee shall be the vehicle by which changes or amendments are made. It is the intent of the parties to include these changes and any amendments as may be required, in the Collective Agreement during the next round of bargaining.

The Letter of Understanding amends and/or adds to Article 16. Nevertheless, the following sections of Article 16 will continue to apply:

Article 16:01; Article 16:02 (for all full-time employees in Dietary, Housekeeping and Laundry); Article 16:03 (b); Article 16:04; Article 16:05; Article 16:07; Article 16:08.

Principles of Scheduling

1. Schedules for the four (4) week pay period shall be posted in the department affected at least two (2) weeks in advance of the commencement of the four (4) week schedule period.
2. Any anticipated delay or change in the duration will be discussed in advance and agreed upon by the Union and the Employer.
3. Master rotations will not be changed without mutual agreement between the Employer and the Union.
4. Requests for specific days off are to be submitted in writing at least two (2) weeks in advance of the posting, such request will not be unreasonably denied. Written notice of approval or denial of such request shall be given to the employee within seven (7) working days.
5. A period of at least eight (8) hours will be scheduled off between shifts worked to prevent short changes on shifts for all part-time employees.
6. There shall be no single days off prescheduled for full-time nursing employees unless mutually agreed.

7. Scheduling provisions shall not be in effect during the period between December 15 and January 15 to permit a minimum of three (3) consecutive days off at Christmas or New Year's for full-time employees.
8. Full-time employees will not be required to utilize their Statutory Holiday in order to provide for the minimum of three (3) consecutive days off at Christmas or at New Year's.

Distribution of Part-time hours before posting of schedule

1. The Employer agrees to schedule regular part-time employees on an equal basis up to the regular part-time commitment (twenty-four [24] hours) on the basis of seniority on the posted schedule for that department.
2. Once all regular part-time employees have been given the opportunity to work up to the regular part-time commitment (twenty-four [24] hours), extra hours will then be offered to regular part-time employees on the basis of seniority until the senior regular part-time employee has reached thirty-seven and one-half (37½) hour per week or is in an overtime position or has indicated in writing that they do not want additional hours. The remaining shifts will be offered to the next senior regular part-time employee in the same manner and so on.

Distribution of Part-time hours after posting of schedule (Call-ins)

1. After posting of the schedule, available hours will be offered to part-time employees in order of seniority subject to an employee in an overtime position who will be skipped to offer hours to an employee, in the order set out below, who is not in an overtime position. It is also agreed that the longer shifts will be offered to the most senior part-time scheduled for the day in question. If the senior part-time employee accepts the shift, the originally scheduled shift will then be offered in accordance with the process as outlined below.
2. Extra hours will be offered as soon as possible when they become available.
3. In offering extra hours, a record is to be kept as to any attempts to reach an employee at home, refusals, answering machines, etc. A reasonable attempt is to be made to reach an employee; however, if after a call is made to a primary and secondary number and the employee is not available or not reached, the next employee is tried until the shift is covered. It is understood that this applies to situations where immediate coverage is needed.
4. Extra hours will be offered first to part-time employees in the department with the least number of hours below commitment (twenty-four [24] hours) in the pay period, by seniority.

5. Once all regular part-time employees in the department have been given the opportunity to work up to the regular part-time commitment (twenty-four [24] hours), extra hours will then be offered to regular part-time employees in the department on the basis of seniority until the senior employee has reached thirty-seven and one-half (37½) hours or is in an overtime position or has indicated in writing that they do not want additional hours.
6. An employee who is missed for call in hours will be compensated by being scheduled for an additional shift, for all hours so missed, as an additional (extra) employee at a time that is mutually agreed upon by the employee and the Employer.


Mutual Shift Exchange

1. Mutual shift exchange (MSE) is defined as trading of an agreed upon number of hours between two employees after the schedule posted.
2. MSE must be approved by the supervisor or designate. Approval will be given in writing within a reasonable period of time prior to the date requested.
3. It is understood that short notice requests for mutual shift exchanges for Saturdays, Sundays and or Monday’s shifts must be approved in writing by the RPN or RN in charge.
4. MSE hours worked in a pay period count towards overtime pay only if the Employer offers the employee an additional shift and the total hours worked exceed seventy-five (75) hours.
5. MSE hours will not lead to overtime pay in the pay period in which the exchange shift is worked.
6. Requests for MSE will not be unreasonably denied.


Signed electronically, this 10th day of March 2026.

CUPE Local 2165

Manitoulin Centennial Manor



 Wanda McCulligh (2026-03-13 11:45:47 EDT)




 Helen Bernice Fanning (2026-03-11 12:26:41 EDT)


 Don Cook (2026-03-13 12:41:04 EDT)


 Tracy Bailey (2026-03-11 13:31:13 EDT)


 Karen McGaughey (2026-03-11 14:21:12 EDT)



LETTER OF UNDERSTANDING

Between

Manitoulin Centennial Manor

And

Canadian Union of Public Employees and its Local 2165


In order to address the issue of shift work and its effects on employees, specifically those working the night shift, the parties agree to the following:

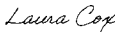
1. The parties agree that the issue of shift work is a proper topic of continued discussion through the Labour Management Committee.
2. The employee agrees that night staff employees may utilize their one and one-half (1½) hours of break time during the night shift in order to take nap periods.
3. It is the Employer’s intent to have a meeting with vending machine operators in order to have vending machines available on site. The Employer will advise the Union of the outcome as soon as possible.
4. The Employer agrees that it will arrange with the Sudbury and District Health Unit in order to have Wellness sessions for all employees who work shift work.
5. The Employer will address the issue of ventilation and the air quality of the building.


Signed electronically, this 10th day of March 2026.

CUPE Local 2165

Manitoulin Centennial Manor



Wanda McCulligh (2026-03-13 11:45:47 EDT)

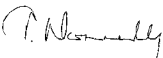



Helen Bernice Fanning (2026-03-11 12:26:41 EDT)


Don Cook (2026-03-13 12:41:04 EDT)


Tracy Bailey (2026-03-11 13:31:13 EDT)


Karen McGaughey (2026-03-11 14:21:12 EDT)



LETTER OF UNDERSTANDING

Between

Manitoulin Centennial Manor

And

Canadian Union of Public Employees and its Local 2165

Re: Workload


The Parties agree that the issue of Workload will be tabled and discussed at the Labour Management Committee.

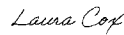
This letter forms part of the Collective Agreement.


Signed electronically, this 10th day of March 2026.

CUPE Local 2165

Manitoulin Centennial Manor



Wanda McDulligh (2026-03-13 11:45:47 EDT)

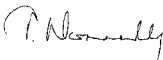



Helen Berlee Fanning (2026-03-11 12:26:41 EDT)


Don Cook (2026-03-13 12:41:04 EDT)


Tracy Bailey (2026-03-11 13:31:13 EDT)


Karen McGaughey (2026-03-11 14:21:12 EDT)



LETTER OF UNDERSTANDING

Between

Manitoulin Centennial Manor

And

Canadian Union of Public Employees and its Local 2165


The Parties agree to meet through the Labour Management Committee in order to jointly develop a Program to address the issues of employee disability and Modified Work/Accommodation.

This letter forms part of the Collective Agreement.


Signed electronically, this 10th day of March 2026.

CUPE Local 2165

Manitoulin Centennial Manor

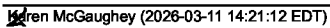

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Don Cook (2026-03-13 12:41:04 EDT)


Tracy Bailey (2026-03-11 13:31:13 EDT)


Wren McGaughey (2026-03-11 14:21:12 EDT)



LETTER OF UNDERSTANDING

Between

Manitoulin Centennial Manor

and

Canadian Union of Public Employees and its Local 2165

Re: Influenza Vaccine

Upon recommendation of the Medical Officer of Health pertaining to a facility or to Health Care facilities in general, all employees shall be required to be vaccinated and/or take antiviral medication for influenza as recommended. If the costs of such medication are not covered by some other sources, the Employer will pay the cost for such medication.

If the employee exercises their right to refuse the required medication, they may be placed on an unpaid leave of absence during any influenza outbreak in the home until such time as the employee has been cleared by the public health or Employer to return to the work environment.

If such refusal is based on medical grounds, where a medical certificate is provided to confirm that, and where it is deemed safe and practical by the Employer the employee may be reassigned during the outbreak period. Where reassignment is not possible the employee will be permitted access to their sick leave bank during the outbreak period.

If an employee is pregnant and their physician believes the pregnancy could be in jeopardy as a result of an inoculation and/or the antiviral medication and where a medical certificate is provided to confirm that, the employee will be permitted access to their sick leave bank during the outbreak period.

If an employee gets sick as a reaction to the drug and applies for WSIB, the Employer will not oppose the application.


Any employee placed on unpaid leave in these circumstances, or who has exhausted their sick leave bank, shall be permitted to use banked lieu time or vacation credits in order to keep their pay whole.

Signed electronically, this 10th day of March 2026.


Signed on behalf of:

CUPE Local 2165

Manitoulin Centennial Manor



Wanda McCulligh (2026-03-13 11:45:47 EDT)

Laura Cof


Helen Barlee Fanning (2026-03-11 12:26:41 EDT)

Don Cook
Don Cook (2026-03-13 12:41:04 EDT)

Tracy Bailey
Tracy Bailey (2026-03-11 13:31:13 EDT)


Karen McGaughey (2026-03-11 14:21:12 EDT)

P. Kennedy
