

Public Holidays

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- See also: Public Holiday Calculator

This guide is provided for your information and convenience only. It is not a legal document. For complete information, refer to the Employment Standards Act, 2000 and its regulations.

Ontario has nine public holidays:

1. New Year's Day
2. Family Day
3. Good Friday
4. Victoria Day
5. Canada Day
6. Labour Day
7. Thanksgiving Day
8. Christmas Day
9. Boxing Day (December 26)

Most employees who qualify are entitled to **take these days off work and be paid public holiday pay.**

Alternatively, the employee can agree in writing to work on the holiday and be paid:

- **public holiday pay plus premium pay for all hours worked on the public holiday and not receive another day off (called a "substitute" holiday),**
or
- **be paid their regular wages for all hours worked on the public holiday and receive another substitute holiday for which they must be paid public holiday pay.**

Some employees may be required to work on a public holiday. (See Special Rules for Certain Industries later in this Chapter.) While most employees are eligible for the public holiday entitlement, some employees work in jobs that are not covered by the public holiday provisions of the ESA. To determine whether a job is covered, or if special rules apply, please refer to the Special Rule Tool.

The amount of public holiday pay to which an employee is entitled is all of the **regular wages earned** by the employee in the four work weeks before the work week with the public holiday

plus all of the **vacation pay payable** to the employee with respect to the four work weeks before the work week with the public holiday, **divided by 20**.

Regular wages does not include any overtime or premium pay payable to an employee.

While some employers give their employees a holiday on Easter Sunday, Easter Monday, the first Monday in August, or Remembrance Day, the employer is not required to do so under the Employment Standards Act, 2000 (ESA).

Performing Both Covered and Exempt Work

Some employees perform more than one kind of work for an employer. Some of this work might be covered by the public holiday part of the ESA, while another kind of work might be exempt from public holiday coverage.

If an employee performs both kinds of work, exempt and covered, he or she is eligible for the public holiday entitlement with respect to a particular public holiday if at least half of the work performed in the work week of the public holiday is work that is covered.

Example

Rupert works for a taxi company as both a taxi cab driver (work that is exempt from public holiday coverage) and a dispatcher (work that is covered by the public holiday part of the ESA). In the work week that Canada Day fell, at least half of Rupert's work was as a dispatcher. Because this work is covered by the public holiday part of the ESA, he is eligible for the public holiday entitlement for Canada Day.

Qualifying for Public Holiday Entitlements

Generally, employees qualify for the public holiday entitlement unless they:

- fail without reasonable cause to work all of their last regularly scheduled day of work **before** the public holiday or all of their first regularly scheduled day of work **after** the public holiday (this is called the "Last and First Rule");
or
- fail without reasonable cause to work their entire shift on the public holiday if they agreed to or were required to work that day.

Note: Most employees who fail to qualify for the public holiday entitlement are still entitled to be paid premium pay for every hour they work on the holiday.

Qualified employees can be full time, part time, permanent or on term contract. It does not matter how recently they were hired, or how many days they worked before the public holiday.

The "Last and First Rule"

The "last regularly scheduled day of work before the public holiday" and the "first regularly scheduled day of work after the public holiday" do not have to be the days right before and right after the holiday.

For example, an employee might not be scheduled to work the day right before or after the holiday. As long as the employee works all of his or her last regularly scheduled shift before the holiday and all of the first one after it, or has reasonable cause for not working either of those days, he or she meets this qualifying criterion.

Reasonable Cause

An employee is generally considered to have "reasonable cause" for missing work when something beyond his or her control prevents the employee from working. Employees are responsible for showing that they had reasonable cause for staying away from work. If they can do so, they still qualify for public holiday entitlements.

How the Last and First Rule Works (does not apply, we have a greater right of entitlement than the act. We have to work one day in the month)

Example: A typical case

Rosie's regular work week runs from Monday to Thursday. A public holiday falls on a Monday, and Rosie's workplace closes down for that day. If Rosie works the entire shift on the Thursday before the holiday and the Tuesday after the holiday, or has reasonable cause for failing to work either of those days, she qualifies to be paid for the holiday.

Example: When an employee takes a day off

A public holiday falls on a Monday, and Lev's workplace closes down for that day. Lev regularly works Monday to Thursday. Lev has asked his employer for permission to take off the Thursday before the public holiday because he has a personal appointment. His employer **agrees**. Lev's last regularly scheduled work day before the holiday is now considered to be on the Wednesday.

If Lev works his entire Wednesday shift before the holiday and his entire Tuesday shift after the holiday, or has reasonable cause for not working either of those days, he qualifies for the paid public holiday.

Example: When an employee leaves early

A public holiday falls on a Friday, and Doris's workplace is closed for the holiday. Doris normally works from 9 a.m. to 5 p.m., Monday to Friday. However, she wants to leave at 3 p.m. on the Thursday before the public holiday. The employer **agrees**. Doris's regularly scheduled shift on the Thursday before the public holiday is now considered to be from 9 a.m. to 3 p.m.

If Doris works from 9 a.m. to 3 p.m. on the Thursday and 9 a.m. to 5 p.m. on the following Monday, or has reasonable cause for failing to do so, she is entitled to the paid public holiday.

Example: When an employee is on vacation

Canada Day falls on July 1. George is on vacation from June 25 to July 9. If George works all of his last regularly scheduled shift before his vacation and first regularly scheduled shift after his vacation--on June 24 and July 10--or has reasonable cause for failing to do so, he will qualify for the paid public holiday.

Example: When an employee is on a leave or layoff

Lydia is on pregnancy leave when the Canada Day holiday occurs. If Lydia works her last regularly scheduled day of work before her leave, and her first regularly scheduled day of work after her leave, or has reasonable cause for failing to do so, she will be entitled to the paid public holiday.

Example: When there is no reasonable cause

A public holiday falls on a Monday, and Ellen's workplace is closed for the holiday. Ellen does not work on her last scheduled day before the holiday, and she does not have reasonable cause for missing that day. She receives no pay for the holiday.

Public Holiday Pay

The amount of public holiday pay to which an employee is entitled is all of the regular wages earned by the employee in the four work weeks before the work week with the public holiday plus all of the vacation pay payable to the employee with respect to the four work weeks before the work week with the public holiday, divided by 20. The Ministry of Labour offers a Public Holiday Pay Calculator (available at Ontario.ca/ESAtools) for your convenience.

When to Include Vacation Pay in the Calculation of Public Holiday Pay

The amount of vacation pay payable to include in the calculation of public holiday pay depends on whether the employee is on vacation at any time during the four work weeks prior to the public holiday, and the manner in which the employee is to be paid vacation pay. Please refer to the Vacation chapter for information on the different ways vacation pay can be paid.

Vacation Pay Payable

If the employee is to be paid his or her vacation pay **before he or she takes a vacation** [in accordance with s. 36(1)] or **on or before the pay day for the period in which the vacation falls** [in accordance with s. 36(2)], vacation pay will be included in the calculation of public holiday pay if the employee was on vacation during that four work week period. If the employee

who is paid in accordance with s. 36(1) or 36(2) was not on vacation during that period, no vacation pay will be included in the calculation.

If the employee is to be paid vacation pay **with every pay cheque** [in accordance with s. 36(3)] the amount of vacation pay to include in the calculation of public holiday pay will be at least 4% of **all** of the employee's wages earned during the four work week period. (Note that if an employee has a greater right or benefit with respect to vacation, such as 3 weeks of vacation with 6% of wages, then the "vacation pay payable" will be based on that greater percentage.)

If an employee is to receive his or her vacation pay **in a lump sum on a certain date or dates** [in accordance with s. 36(4)], vacation pay will be included in the calculation of public holiday pay only if that date or dates falls during the relevant four work week period.

Calculating the Four Work Week Period Before the Work Week With a Public Holiday

The "four work weeks before the work week with the public holiday" does not necessarily mean the four **calendar** weeks immediately before the holiday. This period is based on the **employer's work week**.

Example

Christmas Day falls on a Tuesday. Suppose that an employer's work week runs from Thursday to Wednesday. In this case, the four work weeks used to calculate public holiday pay are those four weeks counting backwards from the first Wednesday (the last day of the employer's work week) before the day on which the public holiday falls.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
November 18	19	20	21	22 Week 1	23 Week 1	24 Week 1
25 Week 1	26 Week 1	27 Week 1	28 Week 1	29 Week 2	30 Week 2	December 1 Week 2
2 Week 2	3 Week 2	4 Week 2	5 Week 2	6 Week 3	7 Week 3	8 Week 3
9 Week 3	10 Week 3	11 Week 3	12 Week 3	13 Week 4	14 Week 4	15 Week 4
16 Week 4	17 Week 4	18 Week 4	19 Week 4	20	21	22
23	24	25 Public Holiday	26	27	28	29
30	31					

In this example, the regular wages earned by the employee and the vacation pay payable to the employee with respect to the four work weeks indicated in the calendar above — November 22 to December 19 — are used in the calculation of public holiday pay.

Calculating Public Holiday Pay

Example: A typical case

Iryna works five days a week and earns \$100.00 a day. She worked her last regularly scheduled work day before the public holiday and her first regularly scheduled day after the holiday. She receives her vacation pay when her vacation is taken. She was not on vacation during the four work weeks leading up to the public holiday.

1. Iryna's total regular wages earned are calculated:

$$\$100.00 \text{ per day} \times 5 \text{ days} = \$500.00 \text{ per week}$$

$$\$500.00 \text{ per week} \times 4 \text{ work weeks} = \$2,000.00$$

Iryna earned \$2,000.00 of regular wages in the four work weeks before the public holiday.

2. The amount of vacation pay payable with respect to the four work week period is calculated:

Iryna receives her vacation pay when she takes her vacation. Because she was not on vacation during the four work week period, the amount of vacation pay payable with respect to the four work weeks before the public holiday = \$0

3. Then her total wages earned and vacation pay payable is added together and divided by 20:

$$\$2,000.00 + \$0 = \$2,000$$

$$\$2,000.00 \div 20 = \$100.00$$

Result: Iryna is entitled to \$100.00 public holiday pay.

Example: When vacation time is involved

Brock works five days a week and earns \$100.00 a day. He was on vacation for two of the four weeks before the public holiday. He receives vacation pay before he takes his vacation. He is paid \$1,000.00 vacation pay for his two weeks of vacation. Brock worked his last regularly scheduled work day before the public holiday and his first regularly scheduled work day after the holiday.

1. Brock's total regular wages earned are calculated:

Brock worked 10 days.

$$\$100.00 \text{ per day} \times 10 \text{ days} = \$1,000.00$$

2. Then the amount of vacation pay payable is calculated:

Brock was on vacation for two of the four work weeks prior to the work week with the public holiday, and is paid vacation pay before he takes his vacation. The amount of vacation pay payable with respect to the four work weeks prior to the work week with the public holiday = \$1,000.00

3. Then his total wages earned and vacation pay payable is added together and divided by 20:

$$\$1,000 + \$1,000 = \$2,000.00$$

$$\$2,000 \div 20 = \$100.00$$

Result: Brock is entitled to \$100.00 public holiday pay.

Example: When an employee works part-time and each pay cheque includes vacation pay

Tegan works three days a week and earns \$100.00 a day. She worked her last regularly scheduled work day before the public holiday and her first regularly scheduled day after the holiday. She and her employer have agreed in writing that she will receive four per cent vacation pay on each cheque.

1. First, Tegan's regular wages earned are calculated:

$$\$100.00 \text{ per day} \times 3 \text{ days} = \$300.00 \text{ per week}$$

$$\$300.00 \text{ per week} \times 4 \text{ weeks} = \$1,200.00$$

2. Her vacation pay payable is also calculated:

$$\$4.00 \text{ per day (4\% of \$100)} \times 3 \text{ days} = \$12.00 \text{ per week}$$

$$\$12.00 \text{ per week} \times 4 \text{ weeks} = \$48.00$$

3. Then her regular wages earned and vacation pay payable are added together:

$$\$1,200.00 + \$48.00 = \$1,248.00$$

4. Tegan's total regular wages earned and vacation pay payable are then divided by 20:

$$\$1,248.00 \div 20 = \$62.40$$

Result: Tegan is entitled to \$62.40 public holiday pay.

Example: When there are no set hours and each pay cheque includes vacation pay

Bertie does not work a set number of hours per day or days per week. Her pay varies from week to week, according to the time she has worked. She and her employer have agreed **in writing** that she will receive four per cent vacation pay on each pay cheque.

1. First, Bertie's regular wages earned during the four work weeks before the holiday are:

$$\$1,500.00 \text{ regular wages}$$

2. Second, her vacation pay payable is calculated:

$$\$1,500.00 \times 4\% = \$60.00$$

3. Then her regular wages earned and vacation pay payable are added together:

$$\$1,500.00 + \$60.00 = \$1,560.00$$

4. Bertie's total wages earned and vacation pay payable are then divided by 20:

$$\$1,560.00 \div 20 = \$78.00$$

Result: Bertie is entitled to \$78.00 public holiday pay.

Example: When an employee is on a leave

Zoe usually works five days a week, earning \$100.00 a day. She receives vacation pay before she goes on vacation. On June 10, she went on a 17-week pregnancy leave, followed by a 35-week parental leave.

During her leaves, she was not paid wages or vacation pay. She received maternity and parental benefits from the federal Employment Insurance program, but these benefits are not considered "wages."

Zoe is entitled to receive public holiday pay for the public holidays that fall during her leave as long as she works her last regularly scheduled day before her leave and her first regularly scheduled day after her leave, or has reasonable cause for failing to do so.

Zoe went on leave on June 10 and only worked seven days during the four work weeks before the Canada Day public holiday. Her public holiday pay for Canada Day is:

- Regular wages earned: $\$100.00 \text{ a day} \times 7 \text{ days} = \700.00
- Vacation pay payable: \$0 (she was not on vacation during the four work week period)
- Public holiday pay: $(\$700.00 + \$0) \div 20 = \$35.00$ public holiday pay

Her public holiday pay for the rest of the public holidays that fall during her leave will be \$0. This is because she will not have earned any wages or vacation pay on any of the days during the four work weeks before each of those holidays.

Example: When an employee is on a layoff

Eugen usually works five days a week, earning \$100.00 a day. He was placed on temporary layoff on November 15. During his layoff, Eugen was not paid wages or vacation pay. He received employment insurance benefits during this time, but these benefits are not considered "wages."

Eugen was recalled to work on December 27. He is entitled to be paid public holiday pay for Christmas Day and Boxing Day as long as he works his last regularly scheduled day before the

layoff and his first regularly scheduled day after the layoff, or has reasonable cause for failing to do so.

However, because Eugen did not earn any wages or vacation pay in the four work weeks before those two public holidays, the amount of public holiday pay he is entitled to will be \$0.

Premium Pay

Premium pay is 1½ times an employee's regular rate of pay. **If** an employee is entitled to receive premium pay for work on a public holiday, he or she must be paid 1½ times his or her regular rate of pay for each hour worked.

For example, Nathan's regular rate of pay is \$15.00 an hour. This means that his premium pay will be \$22.50 an hour ($\$15.00 \times 1\frac{1}{2}$).

Substitute Holiday

A substitute holiday is another **working** day off work that is designated to replace a public holiday. Employees are entitled to be paid public holiday pay for a substitute holiday.

A substitute holiday must be scheduled for a day that is no later than three months after the public holiday for which it was earned, or, if the employee has agreed **in writing**, the substitute day off can be scheduled up to 12 months after the public holiday.

Entitlements for Public Holidays

Entitlements for public holidays vary depending on such things as whether the holiday falls on a working day or a non-working day and whether the employee works on the holiday. The different entitlements are set out below.

When a Public Holiday Falls on a Working Day but the Employee Does Not Work

Most employees have the right to get the public holiday off and get paid public holiday pay. (Some employees may be required to work on a public holiday. See Special Rules for Certain Industries later in this chapter.)

When a Public Holiday Falls on an Employee's Non-Working Day or During an Employee's Vacation

When a public holiday falls on a day that is **not** ordinarily a working day for an employee, or during the employee's vacation, the employee is entitled to either:

- a substitute holiday off with public holiday pay;
- **or**
- public holiday pay for the public holiday, **if the employee agrees to this in writing (in this case, the employee will not be given a substitute day off).**

When an Employee Who Qualifies for the Day Off Has Agreed in Writing to Work on a Public Holiday

Most employees have the right to get the public holiday off and get paid public holiday pay. However, if an employee agrees **in writing** to work on the public holiday, there are two options:

- the employee is entitled to receive regular wages for all hours worked on the public holiday, plus a substitute day off work with public holiday pay;
- **or**
- **if the employee agrees in writing, he or she is entitled to public holiday pay for the public holiday plus premium pay for all hours worked on the public holiday. In this case, the employee will not be given a substitute day off.**

Example: Calculating Public Holiday Pay Plus Premium Pay

A public holiday falls on one of John-Duncan's normal working days. He and his employer have agreed **in writing** that he will work on the public holiday and that, instead of getting a substitute holiday, he will be paid public holiday pay plus premium pay for all the hours he works on the holiday.

John-Duncan regularly works eight hours a day, five days a week. His regular hourly pay rate is \$14.00. He has worked on all his scheduled work days in the four work weeks before the public holiday. He receives his vacation pay before he takes his vacation; he was not on vacation during the four work weeks before the public holiday. He works eight hours on the public holiday.

Public holiday pay calculation

1. First John-Duncan's total regular wages earned in the four work weeks before the public holiday are calculated:
 $8 \text{ hours per day} \times \$14.00 \text{ per hour} = \112.00 per day
 $\$112.00 \text{ per day} \times 5 \text{ days} = \560.00 per week
 $\$560.00 \times 4 \text{ work weeks} = \$2,240.00$
 John-Duncan earned \$2,240.00 in the four work weeks before the public holiday.
2. Second, the amount of vacation pay payable with respect to the four work weeks before the public holiday is calculated. Because John-Duncan gets paid his vacation pay before he takes vacation and he was not on vacation during the four work week period, his vacation pay payable is: \$0.
3. His total wages earned plus vacation pay payable is then divided by 20:
 $(\$2,240.00 + \$0) \div 20 = \$112.00$
 John-Duncan's public holiday pay entitlement is \$112.00.

Premium pay calculation

4. Finally, the premium pay owing to John-Duncan for his work on the public holiday is calculated:

\$14.00 per hour X 1½ = \$21.00

\$21.00 per hour X 8 hours worked = \$168.00

John-Duncan's premium pay entitlement is \$168.00.

Result: John-Duncan is entitled to public holiday pay of \$112.00 and premium pay of \$168.00, for a total of \$280.00.

When an Employee Agrees to Work on a Public Holiday but Fails to Do So

If an employee has agreed in writing to work on the public holiday but does not do so -- and does not have reasonable cause for not having done so -- the employee has no right to public holiday pay or to a substitute day off with pay.

However, if the employee has reasonable cause for not working the public holiday, then entitlements will depend on which of the two options below the employee chose in exchange for agreeing to work on the public holiday:

1. if the employee had agreed in writing to work on the public holiday for regular wages plus a substitute day off with public holiday pay, the employee is entitled to a substitute day off work with public holiday pay.

or

2. if the employee had agreed in writing to work on the public holiday for public holiday pay plus premium pay for each hour worked, he or she is entitled to be paid public holiday pay for the holiday. The employee is not entitled to receive any premium pay because he or she did not perform any work on the holiday.

When an Employee Works Only Some of the Hours He or She Agreed to Work on a Public Holiday

Holiday If an employee has agreed in writing to work on the public holiday but works only some of the hours he or she agreed to work, and does not have reasonable cause for failing to work all of the hours, the employee is only entitled to receive premium pay for each hour worked on the holiday. The employee has no right to public holiday pay or a substitute day off work.

Example: A Typical Case

Trudi had agreed in writing that she would work eight hours on Canada Day but she only worked four hours and did not have reasonable cause for failing to work the other four hours. Trudi is entitled only to premium pay for the four hours she worked on the holiday. She is not entitled to public holiday pay or to a substitute day off work.

However, if the employee has reasonable cause for working only some of the hours he or she agreed to work on the public holiday, then:

- the employee is entitled to his or her regular rate for all the hours worked plus a substitute day off work with public holiday pay;
- or**
- if the employee had agreed in writing to work on the public holiday for public holiday pay plus premium pay for each hour worked, he or she is entitled to be paid public holiday pay plus premium pay for every hour worked on the holiday.

Special Rules for Certain Industries

Special rules apply to employees who work in the following types of businesses:

- hotels, motels and tourist resorts;
- restaurants and taverns;
- hospitals and nursing homes;
- **continuous operations** (which are operations, or parts of operations, that do not stop or close more than once a week -- such as an oil refinery, alarm-monitoring company or the games part of a casino if the games tables are open around the clock).

An employee who works in any of these businesses can be required to work on a public holiday **without his or her agreement**, **but only if the holiday falls on a day that the employee would normally work and the employee is not on vacation.**

If an employee is required to work, he or she is entitled to either:

- his or her regular rate for the hours worked on the public holiday, plus a substitute day off work with public holiday pay;
- or**
- **public holiday pay plus premium pay for each hour worked.**

The employer chooses which of these options will apply.

Note that the employer's ability to require employees to work on a public holiday is subject to the employee's right to take a day off for purposes of religious observance under the Ontario Human Rights Code, and to the terms of the employee's employment contract. Note also that certain retail workers who work in continuous operations (e.g., a 24-hour convenience store) have the right to refuse to work on a public holiday because of the special rules that apply to some retail workers. See the Retail Workers chapter of this Guide for more information.

An employee in the previously listed businesses who is required to work on a public holiday that falls on their ordinary working day but fails to do so, with reasonable cause, is entitled to:

- a substitute holiday with public holiday pay.
- or**

- public holiday pay for the holiday.

The **employer** chooses which option will apply.

An employee in any of these businesses who is required to work on a public holiday that falls on their ordinary working day but who fails, with reasonable cause, to work **some** of the hours he or she was required to work on the holiday is entitled to either:

- his or her regular rate for each hour worked on the holiday plus a substitute holiday with public holiday pay;
- or**
- public holiday pay for the holiday plus premium pay for each hour worked.

The **employer** chooses which option will apply.

An employee in any of these businesses who is required to work on a public holiday that falls on their ordinary working day but who fails, without reasonable cause, to work part or all of the public holiday is only entitled to receive premium pay for each hour worked on the holiday (if any). The employee has no right to public holiday pay or a substitute day off work.

Overtime Calculations When an Employee Receives Premium Pay

Any hours worked on a public holiday that are compensated with premium pay are **not** included when determining whether an employee has worked any overtime hours.

If Employment Ends

Sometimes an employee's job comes to an end before the employee can take a substitute holiday with public holiday pay that he or she has earned. In this case, the employer must pay the employee's public holiday pay at the same time it pays the employee's final wages. This is so regardless of the reason the job came to an end, whether it is because the employee quit, was fired for good reason, or for some other reason.

SECTION 12 STATUTORY HOLIDAYS

12.01 All employees covered by the Basic Agreement will receive a day's pay (computed under the provisions of 12.03) for Christmas Day.

12.02 (a) An employee will receive a day's pay (computed under the provisions of 12.03) for New Year's Day, Good Friday, Victoria Day, Canada Day, Civic

Holiday, Labour Day, Thanksgiving Day, Boxing Day and a Floating Holiday, provided that such employee has worked one day in the month in which the statutory holiday is observed. Days of scheduled vacation shall be considered scheduled turns.

- (b) The Floating Holiday as provided in (a) above will be observed for each employee during the bi-weekly pay period in which his/her birthday actually occurs as follows:
- (i) The employee may elect to observe the Floating Holiday on any day in the bi-weekly pay period in which his/her birthday occurs provided that he/she arranges a mutually satisfactory day for observance with his/her supervisor no later than 2:00 p.m. Tuesday of the week preceding the bi-weekly pay period in which his/her birthday occurs.
 - (ii) In the event that the employee elects to work the day on which his/her birthday occurs, if such day is a scheduled shift, he/she will be paid in accordance with the provisions of Section 12. In the event that an employee elects to observe the holiday on the day of his/her birthday and such day is a scheduled day off, he/she will be paid in accordance with the provisions of Section 12.

12.03 The special allowance shall be computed by multiplying the number of hours normally scheduled for a turn for the employee by the average hourly rate earned by him/her in the preceding pay period.

12.04 An employee who qualifies for the special allowance and is required to work on such holiday shall not be entitled to such special allowance unless he/she reports for work accordingly subject to the Letter of Agreement re Employee Absences.

12.05 An employee who is scheduled to work on a Statutory Holiday, with the exception of Christmas Day, shall be paid for time worked on such a day at one and one-half times his/her regular rate of pay.

An employee who is scheduled to work on Christmas Day shall be paid for time worked on such a day at double his/her regular rate of pay.

12.06 The hours of the statutory holiday shall be the 24-hour period following the commencement of the day turn on the holiday unless some other 24-hour period is mutually agreed upon.

ITEM 6

LETTER OF AGREEMENT RE: 12 HOUR SHIFT SCHEDULES

Implementation and Application

This letter sets out the conditions under which the parties agree to implement the twelve (12) Hour Shift Schedules, designated and attached hereto as follows:

Appendix "1" -	"T" Schedule
Appendix "2" -	"H" Schedule
Appendix "3" -	"I" Schedule
Appendix "4" -	"M" Schedule
Appendix "5" -	"P" Schedule

It is understood that the Company may implement a schedule which is not identical to the applicable schedule set out in the attached Appendices; however, such schedule will be similar in pattern to the applicable attached schedule and this letter will apply to such similar schedule. The Union Senior Level Committee representative will be afforded the opportunity to have input and provide assistance in the development of such similar schedule.

It is understood and agreed that this agreement covers only those employees who are working a "designated" schedule as attached in the Appendices after having reached an agreement between the Company and the Union and signed a letter of intent outlining the implementation of such schedule(s). The provisions of the Basic Agreement will apply to employees who work eight (8) hour shifts.

In view of the potential impact on employees and operations, any such "designated" schedule will be subject to continuous monitoring by the Company and the Union. Representatives of the Company and the Union will meet from time to time at the request of either party, for the purpose of reviewing the experience relative to the operation of such "designated" schedule(s) and more specifically to discuss any change in conditions in areas such as: safety and health, absenteeism, operational capability, legislative prohibition, etc., with the view to determining whether such "designated" schedule shall be continued or terminated. The Company or the Union may, upon giving thirty (30) days written notice to the other party, terminate the application of the "designated" schedule(s) if there is significant deterioration in any of the above-mentioned conditions.

In the event the "designated" schedule(s) is terminated in accordance with the provisions of this Letter, the parties agree that a schedule that complies with the provisions of the Basic Agreement or a schedule that is agreed to by the parties, will be implemented.

It is agreed and understood that the implementation or termination of such "designated" schedule(s) by the Union shall not result in the payment of overtime hours or any other premiums which would otherwise be applicable.

It is further understood that following approval by the Company, the Union will conduct a vote by secret ballot, of all the employees in the department requesting such a "designated" schedule, to determine their true wishes in respect to the application of this agreement and provided that at

least seventy (70) percent of the employees vote in favour of the "designated" schedule, it will be instituted for a six (6) month trial period, or such other trial period that the Company and the Union may mutually agree upon. At the conclusion of the trial period, the Union will conduct a second vote, by secret ballot, to determine if such "designated" schedule should be continued or terminated. Coincident with this vote, the Company will make known its intention with respect to the continuation of such designated schedule.

Amendments to the Basic Agreement

The Company and the Union agree that the following shall constitute amendments to the Basic Agreement in order to give effect to the designated schedules as provided herein where and when it applies to an employee.

It is understood and agreed that insofar as any provisions of this agreement are specifically in conflict with any provisions of the Basic Agreement, the provisions of this agreement shall prevail.

The term "day" or "work day" as used throughout the Basic Agreement shall mean either a regularly scheduled work day of eight (8) hours or twelve (12) hours, whichever the case may be.

5.02 Is amended to read:

"(a) The normal work day for purposes of clauses 5.02 to 5.06 inclusive shall be eight (8) hours of work or twelve (12) hours of work in a 24-hour period as the case may be."

5.06 Is amended by adding the following:

"When an employee is scheduled to a 12-hour shift, he/she will be provided with one twenty minute lunch period and one twenty-five minute lunch period. The first lunch period will be scheduled within the middle four hours for the first eight (8) hours of the shift and the second lunch period will be scheduled as soon as possible after the completion of the first eight (8) hours of the shift."

5.08 Is amended to read as follows:

"Regular hours scheduled and worked in accordance with the applicable schedule attached hereto will be paid for at straight time rates. Overtime rates shall be paid for:

- (a) Time worked in excess of eight (8) or twelve (12) hours in a work day;
- (b) Time worked in excess of the designated hour period as shown in the applicable schedule attached hereto in each period consisting of the applicable consecutive bi-weekly pay periods, as designated by the Company;
- (c) Time worked before his/her regular starting time when an employee is called in before the regular starting time of any shift of eight (8) or twelve (12) hours;

- (d) Time worked after the regular quitting time of any shift of eight (8) or twelve (12) hours;
- (e) Time worked if an employee is notified that he/she is required to work on his/her scheduled day off, provided however that this provision shall not apply in the case where an employee's schedule is changed to another shift or to a new working schedule which provides alternative day(s) off and such change in schedule is in accordance with the provisions of clause 5.05.

A day(s) lost from work as a result of the application of Section 7 shall not be considered as a scheduled day(s) off for the purpose of this clause. The Company will designate the day(s) lost from work as the result of the application of Section 7.

- (f)
 - (i) The first eight (8) hours worked on the designated downturn on the 168 hours per week "T" schedule.
 - (ii) The last four (4) hours worked on the Thursday shift on the eighty-four (84) hours per week "T" schedule.

5.16 Is amended to read as follows:

"Turn Premiums will be paid as follows:

- (a)
 - (1) For hours worked by an employee on his/her regularly scheduled day turn from 4:00 p.m. until 8:00 p.m. -ninety (90) cents.
 - (2) For hours worked by an employee on his/her regularly scheduled night turn from 8:00 p.m. until 12:00 midnight - ninety (90) cents.
 - (3) For hours worked by an employee on his/her regularly scheduled night turn from 12:00 midnight until 8:00 a.m. - ninety-five (95) cents.
- (b) The appropriate turn premiums under (a) above shall be paid to an employee for all overtime hours worked during a day or night turn as defined herein."

5.19 Is amended by adding the following:

"This clause shall not apply to an employee scheduled in accordance with the applicable schedule attached hereto for a given week and works such hours according to such schedule."

11.04 (d) Is amended to read as follows:

"An employee may elect to schedule up to two (2) weeks of his/her annual vacation entitlement in single days, in the following manner:

- (a) the scheduling of one (1) week of annual vacation in single days shall not be less than 36 or more than 48 hours.
- (b) the scheduling of two (2) weeks of annual vacation in single days shall not be less than 72 or more than 96 hours."

12.03 Is amended by adding the following:

"The expression `employee's regularly scheduled hours' shall mean eight (8) hours. However, when a statutory holiday falls on a day on which an employee is scheduled to work a twelve hour shift but is not required by the Company to work such shift, the special allowance shall be calculated on the basis of twelve (12) hours."

16.01 Is amended by adding:

"The expression `period of time' shall mean either eight (8) or twelve (12) hours."

16.02 Is amended to read:

"An employee shall be permitted time off from work up to a maximum of four (4) days for the purposes of arranging and attending the funeral of a member of his/her immediate family or, where he/she does not attend the funeral, one (1) day. Where any of such days fall on a scheduled work day for the employee, he/she shall be paid a bereavement allowance for each day equivalent to eight (8) or twelve (12) times the hourly rate of the occupation to which he/she would normally be assigned. Immediate family shall mean spouse, son, daughter, mother, father, sister, brother, grandmother, grandfather, grandchildren, son-in-law, daughter-in-law, mother-in-law, father-in-law, sister-in-law, or brother-in-law, or, a common-law spouse and mother, father, sister, brother or children of such common-law spouse provided the employee has cohabited with such spouse for three (3) or more years."

For the purpose of this clause, the terms `sister-in-law' and `brother-in-law' shall be defined as the brother or sister of the employee's spouse and the wife or husband of the employee's brother or sister."

Overtime Meal Allowance

It is agreed that an employee who works more than three (3) consecutive hours overtime immediately after having worked a regularly scheduled eight (8) hour or twelve (12) hour shift, will be paid a \$6.50 meal allowance in his/her regularly bi-weekly pay.

Such employee may alternatively elect to be provided with a "vending card" which will be pre-loaded with the same dollar amount for use in the vending machines on the Plant premises. The

Company will meet with the Union at their request to review any problems relating to the operation of this item with a view to finding acceptable solutions.

Short Notice Coverage

The Company and Union mutually recognize the necessity to maintain continuity of operations as it relates to the implementation or continuation of such designated schedules. Where problems arise from the filling of short notice vacancies caused by absences, the Company and Union will meet as early as possible with a view to arriving at a mutually agreed to solution.

C.W.S. Program

It is understood and agreed that the implementation of any of these schedules will not in itself result in any amendment or modification to the C.W.S. program or cause the Union or any employee to claim that an existing job description and classification has changed.

In the future, new jobs will continue to be described and classified on the basis of a regular eight (8) hour shift of work and no consideration will be given to the extended hours of work beyond eight (8) hours.