

COLLECTIVE AGREEMENT

between

THE GLEBE CENTRE INCORPORATED
hereinafter referred to as the "Employer"



and

CANADIAN UNION OF PUBLIC EMPLOYEES
and its Local 3302
hereinafter referred to as the "Union"

CUPE | *Canadian Union
of Public Employees*

Expiry: December 31, 2027

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ARTICLE 1 – PURPOSE

1.01 The purpose of this Agreement is to establish, maintain and promote harmonious relations between the Employer, the employees and the Union; to establish certain requirements governing relations between the parties; to encourage safety and efficiency in operations; to provide wages, hours of work, employee benefits and general working conditions affecting employees covered by this Agreement; and, to provide mechanisms for the resolution of problems that may arise from time to time, in accordance with the provisions of this Collective Agreement.

1.02 All rights and privileges to be enjoyed by employees under this Collective Agreement will be negotiated by the parties, and should not prevent the Employer from operating efficiently and without loss.

This Agreement constitutes the entire agreement and complete understanding between the parties.

ARTICLE 2 – MANAGEMENT RIGHTS

2.01 The Union acknowledges that it is the exclusive function of the Glebe Centre to:

- a) Maintain order, discipline, and efficiency;
- b) Hire, retire, discharge, direct, classify, transfer, promote, demote, lay-off and suspend, or otherwise discipline employees, provided that a claim of discriminatory classification, promotion, demotion, or transfer or a claim that an employee has been unjustly discharged or disciplined may be the subject of a grievance and dealt with in accordance with the grievance process;
- c) Establish and enforce rules and regulations to be observed by the employees, provided that they are consistent with the provisions of this Agreement; and
- d) Generally, to manage and operate the Glebe Centre in all respects in accordance with its obligations and without restricting the generality of the foregoing, to determine the kinds and locations of machines, equipment to be used, the allocation and number of employees required from time to time, the standards of performance for all employees and all other matters concerning the Glebe Centre's operation not otherwise specifically dealt with elsewhere in this Agreement.

Glebe Centre agrees that these functions will be exercised in a reasonable manner and consistent with the provisions of the Agreement.

2.01 The Union recognizes that the Employer has the exclusive right, unless specifically prohibited by the Collective Agreement, to decide, from time to time, all matters relating to the terms and conditions of employment of the employees including, without limiting the generality of the foregoing, the right to hire, promote, demote, classify, transfer, schedule, lay-off, retire in accordance with the law and, suspend or otherwise discipline and discharge employees, subject to the right of the employees concerned to lodge a grievance in the manner and to the extent herein provided.

2.02 Neither the Employer nor the Union shall be deemed obligated to recognize any past practice in existence prior to ratification of this Agreement.

ARTICLE 3 – RECOGNITION

3.01 The Employer recognizes the Union and its Local 3302, as the sole and exclusive bargaining agent for the employees of the Employer in Ottawa, Ontario, save and except Supervisors, employees equal to or above the rank of Supervisors, Professional Medical staff, Registered and Graduate Nurses, Dieticians, Executive Assistant to the Administrator, two (2) Administrative Assistants, Bookkeepers and Security Guards.

3.02 Definition of Employees:

Full-time Employees

Those employees who regularly work thirty-seven and one half (37½) per week.

Part-time Employees

Those employees who regularly are scheduled to work less than twenty-four (24) hours per week and who offer to make a commitment to be available for work on a regular predetermined basis.

A part-time employee who is relieving an employee on approved leave; an employee absent due to illness; during emergency workload situations; or is temporarily relieving in a vacant position, shall maintain their part-time employee status.

Casual Employees

Casual employees are part-time employees who are not regularly scheduled and who work less than twenty-four (24) hours per week as required by operational needs. Casual employees shall provide their availability to the Employer monthly

prior to (15th) day of each month for the following month. Should a casual employee fail to provide any availability for a period of three (3) consecutive months, the employee shall be deemed to have resigned from their casual position and shall be notified of their release from employment.

Term Employees

Employees may be hired for a specific term not to exceed twelve (12) months in order to replace a full-time or part-time employee who is away from work on an approved leave of absence. Employees may further be hired to perform a special, non-recurring task of no greater than six (6) months. The release or discharge of such employees because their term has ended shall not be the subject of a grievance or arbitration. These terms may be extended on mutual agreement of the parties.

This clause would not preclude such persons from using the job posting provision.

The Employer will outline to employees selected to fill term vacancies, the special conditions relating to such employment.

The Employer will give preference to Bargaining Unit employees in filling term positions whenever possible. When an employee does fill a term vacancy they will be returned to their former position and status at the end of the term assignment.

3.03 The Employer undertakes not to have work normally performed by employees belonging to the bargaining unit performed by employees not belonging to the bargaining unit if as a direct result there is a lay-off or reduction of hours for bargaining unit employees, except in cases of:

1. emergency;
2. demonstration and testing;
3. maintenance or repair work by specialized personnel;
4. shutdown for maintenance, repair or upgrade;
5. training;
6. inspection of material, facilities and equipment;
7. the development of products and/or the preparation of samples;
8. mutual agreement by the parties.

3.04 No Other Agreement

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

3.05 The Union shall have the right at any time to have the assistance of an authorized representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Authorized representative(s) shall have access to the Employer's premises to deal with matters pertaining to the Collective Agreement. Such access shall be on approval of the Executive Director, or delegate, which approval shall not be unreasonably withheld where adequate notice is provided.

3.06

- a) The Employer acknowledges the right of the Union to appoint or otherwise select Shop Stewards for the purpose of representing employees in the handling of complaints and grievances.
- b) The Employer agrees to recognize a reasonable number of Shop Stewards appointed by the bargaining unit. No more than one (1) Shop Steward from any one department/program per shift shall be recognized by the Employer at any one time.
- c) To be recognized as a Shop Steward an employee must have completed their probationary period of employment.
- d) The Union must inform the Employer in writing of the names of the Stewards prior to them being recognized by the Employer.

3.07 Grievance Representation

The Employer agrees to recognize and deal with not more than two (2) employees, for each grievance. One should be the Shop Steward and the other the grievor.

3.08 It is understood that Stewards and/or grievors have their regular duties to perform. Therefore, the Steward and/or the grievor shall report to and obtain permission from their supervisor or their representative, whenever it becomes necessary to leave their work, for the purposes of processing grievances or complaints, as outlined in the Grievance Procedure. The Steward and/or grievor shall report back to their supervisor or their representative at the time they return to work.

Employer approved time off regular work by the Steward and/or the grievor, for the purposes of processing grievances or complaints only, will be paid by the Employer at the regular straight time hourly rate.

3.09 Negotiating Committee

- a) The Employer agrees to recognize and deal with a Negotiating Committee of no more than three (3) employees of the Employer, along with a representative of the National Union.
- b) The Employer will pay such members of the bargaining committee for any hours which would otherwise have been worked for the Employer, spent at negotiating sessions with the Employer, excluding conciliation. This pay will be at the employee's straight time hourly rate.

ARTICLE 4 – NO DISCRIMINATION

4.01 The Employer and the Union agree that all Employees will be protected against discrimination respecting their human rights and employment in all matters including age, race, colour, religion, creed, sex, sexual orientation, pregnancy, physical disability, mental disability, illness or disease, ethnic, or national or aboriginal origin, family status, marital status, source of income, political belief, affiliation or activity, membership in a professional association, business or trade association, Employers' organization or Employees' organization, physical appearance, residence, or the association with others similarly protected or any other prohibition of the Human Rights Code.

4.02 Personal Harassment

Personal harassment shall be defined as: any behaviour which denies individuals their dignity and respect, and that is offensive, embarrassing and humiliating to said individual, therefore, personal harassment of another employee in carrying out the duties or in the provision of their service in any form and at any level, whether it be colleague to colleague, supervisor to subordinate, or subordinate to supervisor constitutes a disciplinary infraction.

Cases of harassment shall be considered as discrimination and shall be eligible to be processed as grievances.

Where the alleged harasser is the person who would normally deal with any step of such grievance, the grievance will automatically be sent forward to the next step.

4.03 Sexual Harassment

Sexual harassment shall be defined as any practice of a sexual nature that undermines an employee's health, job performance, or workplace relationship or endangers an employee's employment status or potential.

Cases of harassment shall be considered as discrimination and shall be eligible to be processed as grievances.

Where the alleged harasser is the person who would normally deal with any step of such grievance, the grievance will automatically be sent forward to the next step.

ARTICLE 5 – UNION SECURITY

- 5.01** All employees covered by the Collective Agreement (after completing their first full calendar month of service) must, as a condition of retaining their employment, be and remain a member in good standing of the Union for the entire duration of the present Collective Agreement.

ARTICLE 6 – DUES CHECK-OFF

- 6.01** One month following receipt of written notification of the amounts required, the Employer shall deduct monthly Union dues from the pay of each member of the bargaining unit.

Note: The Employer agrees to amend "monthly" to "bi-weekly" if the bank providing payroll services can accommodate at reasonable costs.

- 6.02** In the event that because of illness, vacations, permitted holidays and regular absences, etc., Union dues which shall not have been paid, must be deducted from the first pay of the employee during the month which follows their return to work.
- 6.03** The dues so deducted shall be remitted, along with a list of names, and classifications of employees from whom such deductions have been made, including hours worked for each individual part-time employee during the period, by the 20th of the month following the one in which they were collected payable to the Secretary-Treasurer of the National Union. A copy of the dues remittance shall also be forwarded to the Local Secretary-Treasurer.
- 6.04** The Union agrees to indemnify and save the Employer harmless against all claims or other forms of liability that may arise out of, or by reason of, deductions made or payments made in accordance with this Article.
- 6.05** The Employer agrees to print the amount of total dues deductions paid by each employee for the previous calendar year on the Income Tax T-4 form.

ARTICLE 7 – NEW EMPLOYEE NOTIFICATION

- 7.01** The Employer agrees that a Union Representative shall be scheduled thirty (30) minutes during the Employer's General Orientation, to meet newly hired employees.
- 7.02** The Union agrees that there will be no Union activity or solicitation for membership on the Employer's or premises except with the written permission of the Employer or as otherwise specifically provided for in this Agreement. Requests for such permission shall be made in writing at least five (5) business days in advance to the Director of Human Resources or their delegate.

ARTICLE 8 – CORRESPONDENCE

- 8.01** All correspondence between the parties, arising out of this Agreement shall pass to and from the Executive Director or their delegate, and the Recording Secretary of the Local Union, or their delegate.

8.02 Notice of Change of Employee Status

The Employer shall notify the Union in writing of any change in status of an employee due to any appointments(s), termination, absence due to WSIB, and/or retirement. The letter of offer will be cc'd to the local union.

This provision is subject to any legislative requirement regarding confidentiality.

ARTICLE 9 – LABOUR-MANAGEMENT COMMITTEE

- 9.01** The Employer agrees to establish a Labour/Management Committee, composed of two (2) Management and two (2) Bargaining Unit employees which will meet as the need arises, but not more often than once a month unless mutually agreed, to discuss various questions or problems of common interest affecting the working conditions of the members of the bargaining unit. The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement. The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions. Grievances of any kind will not be discussed by the Labour/Management Committee.

The Chair and the Secretary roles will be shared between the parties on an alternating basis. Each of the parties will provide an agenda one week prior to the LMM Meeting. Minutes of these meetings will be recorded, typed and, distributed to the committee members within two (2) weeks of the meeting. Responsibility for recording, typing, and distributing agenda and minutes will alternate between the Union and the Employer from meeting to meeting.

Time spent by Union Representatives in labour management committee meetings during time scheduled for work shall be considered time worked.

ARTICLE 10 – STRIKES OR LOCK-OUT

- 10.01** The Employer agrees that there will be no lockout of employees and the Union agrees that there will be no strike action of any kind whatsoever, slowdown, sit-down, or any other action which will interfere with work or production. If any such action takes place, the Union agrees to instruct the employees to carry out the provisions of this Agreement and to return to work to perform their regular duties.
- 10.02** Any employee who participates in any interruption or impeding of work; work stoppage, strike of any kind whatsoever, sit down, slowdown, or any other form of interference with Employer's operations, will be disciplined by the Employer up to and perhaps including termination.

ARTICLE 11 – GRIEVANCE PROCEDURE

- 11.01** The parties agree that it is in their mutual interest to resolve complaints and disputes promptly and constructively. Any complaint arising between an employee and the Employer concerning the interpretation, application, or alleged violation of this Collective Agreement shall be addressed as quickly as possible.
- 11.02** **Types of Grievances**
- This Agreement recognizes the following types of grievances:
- a) Individual Grievance
 - b) Initiated by a single employee.
 - c) Group Grievance Initiated by two (2) or more employees concerning the same alleged violation.
- 11.03** Policy Grievance: Initiated by either the Union or the Employer concerning a matter not specific to any individual employee.

11.04 Coaching and Complaint Stage:

Before initiating a formal grievance, the parties encourage the use of coaching as an informal resolution tool. Coaching may involve a facilitated conversation between the employee and their manager, with or without union representation, to clarify concerns and explore solutions.

An employee must present their complaint to their immediate supervisor/manager within ten (10) business days of the incident or the date the employee reasonably ought to have become aware of the issue. The supervisor/manager shall respond within five (5) business days. If unresolved, the issue may proceed to the formal grievance process.

11.05 Grievance Procedure:

Step 1:

The grievance is submitted in writing to the Department Director or their delegate. A written response shall be provided within fifteen (15) business days of receipt.

Step 2:

If unresolved, the grievance may be submitted in writing to the Executive Director or their delegate. A meeting shall be held within fifteen (15) business days of receipt. A written decision shall be issued within ten (10) business days following the meeting. Failing a satisfactory settlement being reached, the dispute may be referred to arbitration.

11.06 All responses to grievances at Steps 1 and 2 shall be provided in writing.

11.07 All decisions reached between the authorized representatives of the Employer and the Union shall be final and binding upon the Employer, the Union, and the employee(s) concerned.

11.08 No grievance shall be considered unless it is initiated at the complaint stage within thirty (30) calendar days of the date the grievor or the Union became aware, or reasonably ought to have become aware, of the alleged violation. This time limit may be extended by mutual written agreement.

11.09 If a grievance is not resolved at Step 2, either party may refer the matter to arbitration in accordance with Article 12. Such referral must be made in writing within thirty (30) business days of the Step 2 decision.

11.10 The effective date of any adjustment resulting from a grievance settlement shall be determined by mutual agreement between the Union and the Employer.

- 11.10** An employee who has completed their probationary period and is terminated may file a grievance directly at Step 2. The grievance must be submitted in writing within ten (10) business days of receiving the termination notice. Delivery of the notice shall be deemed effective upon hand delivery, courier, or personal email or registered mail to the employee's last known address on record.
- 11.11** Policy and group grievances may be initiated at Step 2 of the grievance procedure.
- 11.12** No grievance shall be dismissed or deemed lost solely due to minor technical or procedural irregularities.

ARTICLE 12 – ARBITRATION

- 12.01** When either party refers a grievance to arbitration, they will provide names of three (3) potentially suitable arbitrators to the other party. This will be done to expedite the task of agreement on a mutually satisfactory arbitrator. If no agreement has been reached after exchange of suggestions by the parties, either party may request the Ministry of Labour to appoint an Arbitrator.
- 12.02** Each of the parties hereto will bear their own expenses with respect to any arbitration proceedings. The parties will bear jointly and equally the expenses of the Arbitrator.
- 12.03** No matter may proceed to Arbitration which has not first been carried through all appropriate steps of the grievance procedure.
- 12.04** The jurisdiction of the Arbitrator is limited to the grievance itself and the interpretation of the Collective Agreement. The Arbitrator shall not have the right to add to, delete from or otherwise amend this Collective Agreement.
- 12.05** The Employer and the Union may from time to time by mutual written agreement extend the deadlines stipulated in this section.
- 12.06** The Arbitrator's decision is in all cases binding on both parties.

ARTICLE 13 – DISCIPLINE, SUSPENSION AND DISCHARGE

- 13.01**
- a) An employee may be disciplined, suspended, or discharged for just cause. An employee may be disciplined, suspended, or discharged for a lesser standard of just cause during the probationary period, the employee shall be advised by the

Employer of their right to have a Union Steward present. When an employee who has completed the probationary period is disciplined, suspended, or discharged, the employee shall be advised by the Employer of their right to have a Union Steward present. The employee shall be advised in writing by the Employer with copies to the President of the Local Union noting the reasons for such discipline, suspension, or discharge, within ten (10) business days of the occurrence.

b) Right to Have Steward Present

Where a supervisor intends to discipline an employee, the supervisor shall so notify the employee in advance in order that the employee may contact, if they wish, a Steward to be present at the discipline meeting. The time of the meeting shall be mutually agreed with the employee provided that the meeting be scheduled within three (3) normal business days.

Any employee who refuses to participate will, in the presence of a Union Representative, be dealt with in absentia.

Management has three (3) business days to schedule a date with the employee for said meeting.

13.02 A claim by an employee that they have been unjustly discharged shall be treated as a grievance if the written statement of the grievance is filed by the employee with the Centre Administrator within ten (10) normal business days after the employee received their notice of discharge. A grievance may be settled by confirming the Employer's action in dismissing the employee or the grievance may be settled by:

- a) reinstating the employee in their former position without loss of seniority rating with full compensation for time lost; or
- b) any other arrangements which are just and equitable in the opinion of the parties or in the opinion of the Arbitrator if the matters is referred to one.

13.03 Adverse Reports

Any record of disciplinary action, including written warnings or suspensions taken against any employee for any reason, save and except resident abuse, will be removed from an employee's file and destroyed twelve (12) months after the date on which the incident occurred, if, during those twelve (12) months, no further formal disciplinary action is taken against the employee. When such subsequent actions occur, the original and subsequent records will be removed and destroyed only after twelve (12) months from the date of the last incident which merited discipline.

Copies of any disciplinary material, including verbal warning, upon which the Employer may wish to rely, is to be provided to the employee within ten (10) days of the issuance of such discipline, otherwise, such discipline may not be relied upon by the Employer.

Once such records are removed from the employee's file, those records shall not be used in subsequent disciplinary actions.

Disciplinary action taken as the result of resident abuse is not covered by this Article.

ARTICLE 14 – SENIORITY

14.01

a) Seniority is defined as the length of service in the bargaining unit and shall include the service with the Employer prior to the certification or recognition of the Union.

b) Full-time Employees

An employee shall not have any seniority, and shall be considered as a probationary employee, for a total of three (3) months since the date of their last hire.

c) Part-time Employees and Casual Employees

An employee will be considered on probation for the first three (3) calendar months and will have no seniority rights during that period.

14.02 The parties recognize that job opportunities and employment security should increase in proportion to an employee's length of service. When making decisions regarding staff changes, transfers, or promotions, preference shall be given to the applicant with the greatest seniority who meets the required skills, experience, and education necessary to perform the duties of the position. Where another applicant demonstrably exceeds the required qualifications, they may be selected. In cases where applicants possess comparable qualifications, seniority shall be the determining factor.

14.03 Seniority shall be maintained and continue to be accumulated subject to article 14.05.

14.04 An employee shall lose seniority and service and be deemed terminated for any one of the following reasons:

- a) if the employee resigns;
- b) if the employee retires;
- c) if the employee is discharged for cause and is not reinstated in accordance with the provisions of this Agreement;
- d) if the employee is laid-off and fails to return to work within ten (10) work days after they have been notified to do so by the Employer by registered mail to their last known address (a copy of such notice having been sent to the Union);
- e) if they are absent without leave for two (2) or more consecutive work days without a reason satisfactory to the Employer or without notifying the Employer;
- f) If the employee has been laid off for a period of more than twenty- four (24) consecutive months, or their seniority whichever is less; or absent due to accident, injury or illness for a period of more than twenty-four (24) consecutive months or their seniority, whichever is less. The Employer agrees to apply this paragraph so as not to contravene the Human Rights Code.
- g) If the employee is a casual employee and has not indicated availability and has not worked a shift during a period of six (6) consecutive months and has not been granted an approved leave of absence and is not absent due to a compensable injury in the meaning of the *WSIB Act*.

14.05 Seniority for the purposes of staff reductions, shall be applied on a department wide and/or classification basis and shall mean, the total length of continuous service in the bargaining unit.

14.06 A copy of the seniority list shall be emailed to the Union, a copy will also be emailed to the Local and a copy posted on the Centre bulletin board for employees' inspection every December 31st and every June 30th. The seniority list provided to the Union every December 31st shall include the employee's address and rate of pay.

It is agreed that employees may only grieve the current seniority list as amended semi-annually except for employees on an extended leave of absence who shall have a further sixty (60) days upon return back to work to dispute their seniority as posted.

14.07 If two (2) or more employees have the same date of seniority, the employer shall have a draw to determine who is the successful candidate. This draw shall be done by CUPE Local 3302 President or their designate and the Employer.

- 14.08** It shall be the duty of present and former employees to inform the Employer's Personnel Office, in writing, of any change of address.
- 14.09** A part-time employee shall accumulate seniority on the basis of one year for each one thousand six hundred and seventy-five (1675) hours worked. No part-time employee will accumulate more than one (1) year seniority in any twelve (12) calendar month period.
- 14.10** Transfer and Seniority outside the Bargaining Unit
- a) It is understood that an employee shall not be transferred by the Employer to a position outside the bargaining unit without their consent.
 - b) An employee who is transferred to a position outside the bargaining unit shall not accumulate seniority. In the event the employee returns to a position in the bargaining unit within twelve (12) months of the transfer they shall be credited with the seniority held at the time of transfer and resume accumulation from the date of their return to the bargaining unit. An employee not returned to the bargaining unit within twelve (12) months shall forfeit bargaining unit seniority.
 - c) No employee working for the Employer in a position outside the bargaining unit can hold any position (including a casual position) within the bargaining unit.

ARTICLE 15 – JOB POSTINGS, PROMOTIONS, TRANSFERS

- 15.01** Notice of all vacancies in the bargaining unit over five (5) weeks will be posted on the bulletin board. The notice shall contain the following information: position title, requirements of the position, status (full-time, part-time or casual), rotation, hours of work, location, wage rate and expected date of rotation to another Unit of Care. Such notice shall remain posted for a period of seven (7) working days and employees will have the right to bid for the position subject to the conditions in Article 15.04.

The Employer will post for up to two (2) working days on the bulletin board the name of any successful applicant.

The Employer agrees to maintain an ongoing notice advising employees of their opportunity to apply for casual employment opportunities.

- 15.02** If there is no qualified applicant for a posted job, the Employer may then fill the vacancy from outside the bargaining unit.

15.03

- a) A qualified applicant for a posted job will be placed in that job for a trial period; three (3) calendar months . During such period, the Employer will extend to the employee reasonable orientation to the Job and assess the applicants ability to do the job.
- b) If an employee is unable to perform the job during the trial period to the satisfaction of the Employer and the Employee within three (3) calendar months, they will, be returned to their former job at their former rate of pay as will any other employee in the bargaining unit who was promoted or transferred as a result of the original posting
- c) If an employee does not qualify during such period and is returned to their former job, the Employer will again make a selection to the next qualified applicant who applied for the position. in accordance with Article 14.05, but only of those employees who applied for the original competition. Should there not be any, then the Employer may then fill the vacancy from outside the bargaining unit.

15.04

In consideration of the training, which an employee, newly appointed to a position receives, any employee who has successfully bid under this Article shall not be entitled to bid for another position for three (3) months from the date they started.

Notwithstanding this provision, an employee shall not be prevented from applying to a job posting where no additional training is required.

ARTICLE 16 – LAY-OFFS AND RECALL

16.01

a) Definition

Lay-off shall mean the discontinuation or reduction in hours of a position(s) due to lack of work or reduction or discontinuation of a service or services. This discontinuation of services may be due to the elimination of a program or programs or to inadequate funding or to technological change.

- b) An employee’s hours of work will not be less than those hours for which they are hired, save and except for provisions as outlined in Article 17.02(b).
- c) Regular scheduled hours of work may be temporarily increased. The return to the regularly scheduled hours will not constitute a lay-off.

16.02 Notice and Redeployment Committee

a) Notice

In the event of a proposed lay-off of a permanent or temporary nature or the elimination of a position(s) within the bargaining unit, the Employer shall:

- (i)** provide the Union with no less than sixty (60) days written notice of the proposed lay-off or elimination of position(s);
- (ii)** lay-off notice to an employee shall be a minimum of thirty (30) working days or as provided by legislation, whichever is greater, or pay in lieu thereof;

(iii) Duty to Consult

Meet with a Redeployment Committee that would consist of at least two (2) people from the Union and two (2) people from Management. Such meeting(s) to be held no later than two (2) weeks after the notice in 16.02 (a) (i) and shall meet thereafter as frequently as mutually agreed upon. Such requests shall not be unreasonably denied. This Committee shall meet to identify and propose possible alternatives to the proposed lay-offs, identify retraining needs of workers and assist them as the need arises in accordance with the appropriate legislation.

This Committee shall meet to review the reasons and expected duration of the lay-offs, any realignment of service or staff and its effect on employees in the bargaining unit.

16.03 Lay-off and Recall

a) An employee in receipt of notice of lay-off pursuant to 16.02 a)(ii) may:

- (i)** accept the lay-off; or
- (ii)** opt to retire, if eligible under the terms of the Pension Plan;
or
- (iii)** displace another employee who has lesser bargaining unit seniority in the same or a lower or an identical paying classification in the bargaining unit if the employee originally subject to lay-off has the ability to meet the normal requirements of the job. An employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with Article 16.02.

An employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the Employer of their intention to do so and the position claimed within ten (10) calendar days, after receiving the notice of lay-off.

Laid off part-time employees shall not have the right to displace full-time employees.

b) Recall

An employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided they have the ability and qualifications as required by law to perform the work, and provided such opening is first posted under the job posting procedure.

In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Employer shall not act in an arbitrary or unfair manner.

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 lay-off should it become vacant within six (6) months of being recalled.

No new employees shall be hired until all those laid off who have the ability and qualifications to perform the available work have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision.

- c)** The Employer shall notify the employee 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 second day following the date of mailing). It is the sole responsibility of the employee who has been laid off to notify the Employer of their intention to return to work within ten (10) calendar days after being notified to do so. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for their proper address being on record with the Employer.

Employees on lay-off shall be given preference for temporary vacancies which are expected to exceed forty (40) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off.

No full-time employee within the bargaining unit shall be laid off by reason of their duties being assigned to one or more part-time employee.

In the event of a lay-off of an employee, the Employer shall pay its share of insured benefits premiums for the duration of the notice period provided for in Article 16.02.

16.04 In cases of lay-off, first all casual and then all part-time employees shall be laid off provided there remains qualified personnel in the bargaining unit to do the remaining jobs. These employees will be the last to be recalled from lay-off.

16.05 Any dispute relating to lay-off(s) may be filed as a grievance commencing at Step 2.

ARTICLE 17 – HOURS OF WORK, OVERTIME AND PREMIUM PAY

17.01 This Article defines working hours and overtime and shall not be considered as being a guarantee of working hours during any day or week, nor shall it be a guarantee of days to be worked during any week, unless specifically provided for herein.

17.02

a) The regular work week for full-time employees shall be thirty-seven and one-half (37½) hours.

The regular work day for full-time employees shall be seven and one-half (7½) hours exclusive of a one-half (½) hour unpaid meal break.

b) Notwithstanding 17.02 (a), upon the request of a full-time employee, and with the consent of the Union, the Employer may reduce the regular work weeks and/or the regular work day of an employee in order to accommodate the needs of the employee.

Such reduction shall not be to an amount less than thirty (30) hours per week.

Where an employee has reduced hours in accordance with this provision, their entitlement for wages related to vacation, paid holidays, and sick time shall be based on the paid hours of work (i.e. 7.5 hours = 7.5 hours paid, 6 hours = 6 hours paid). Time and one-half (1½) to be paid according to the Collective Agreement.

The Employer at its discretion may leave the difference in hours unassigned or may assign them to a part-time employee. At the end of the period of accommodation or when the accommodated employee leaves the position, the regular full-time hours shall revert to the position; and any part-time employee who may have been assigned the difference in hours, shall lose such hours and such loss of hours shall not be considered a lay-off.

17.03 The Employer shall, in its sole discretion, determine the shift start and end times, days of work, and any shift schedules required in any given work week. Any changes to these will have to be done so as not to conflict with the Collective Agreement.

The normal daily shifts for full-time employees shall be:

- day shift
- evening shift
- night shift

17.04 The Employer intends to maintain the status quo as it concerns the daily start time. The Employer reserves the right to amend these as per Article 17.03 above.

17.05

- a) All employees shall receive one (1) weekend off in every two (2) week period. It is understood by the parties that the preceding shall not apply to employees specifically hired to work only Saturdays and/or Sundays or employees who wish to work every weekend.
- b) Employees who wish to work permanent weekends, split weekends, or split shifts will do so only by mutual agreement between the Employer, the Union and the employee.
- c) Shift rotation shall continue as in current practice at the time of ratification of this Agreement.
- d) Employees will not be required to work more than six (6) consecutive days without their consent.
- e) Schedules shall be posted two (2) weeks in advance and shall cover a four (4) week period. If it is necessary to change a posted schedule, the Employer will give the affected employee(s) forty-eight (48) hours advance notice.

Such notice shall either be in person or by telephone. In the event that the Employer does not give at least forty-eight (48) hours notice in accordance with the above, and the change in schedule results in the cancellation of one or more of an employee's shifts, then the Employer shall pay the employee an amount equal to the amount the employee would have earned if the shift(s) had not been cancelled.

- f) The availability lists for the period between July 1st and August 31st shall be posted between June 1st and June 15th July 1st to August 31st draft schedules shall be posted by June 15th at the latest. The final schedules, with additional shifts assigned as per the availability list, shall be posted by June 20th at the latest.

- g)** Employees shall be scheduled on the master rotation with a minimum of sixteen (16) hours rest period between shifts. All hours worked during the rest period shall be paid at the rate of time and one half (1 ½) the employee's regular hourly rate. Changes to the master rotation schedule shall be made after notification to the Union and shall be made with no less than twenty-eight (28) days' notice.
- 17.06** An employee who reports for work who has not been notified not to report for work, will be guaranteed four (4) hours of work for which they, in the opinion of management is qualified, or pay in lieu thereof.
- 17.07** There shall be no split shifts.
- 17.08** Overtime is defined as all authorized hours worked in excess of seven and one-half (7 ½) hours per day or seventy-five (75) hours per two (2) week pay period.
- The overtime rate shall be time and one half (1 ½) the employee's normal hourly rate.
- The hours worked on "call back" shall not be counted in the determination of pay period overtime.
- 17.09** An employee who is called back to work after having completed their scheduled shift and left the premises, shall receive the applicable overtime rate of pay for all hours worked with a minimum payment of four (4) hours
- 17.10** Overtime will not be offered to employees who are on vacation, sick leave, or leave without pay.
- 17.11** Employees shall be entitled to an unpaid thirty (30) minute lunch period to be taken before the completion of the fifth (5th) hour of the shift.
- Employees required to remain on the premises during their lunch break shall be paid a premium equal to thirty (30) minutes at their straight time hourly rate.
- 17.12** An employee will be paid a shift premium of 80¢ per hour worked where the majority of their hours worked fall between 18:00 and 08:00.
- 17.13** Employees will be paid an additional forty cents (.40) per hour for all hours worked between 24:00 hours Friday and 24:00 hours Sunday.
- 17.14** Where an employee qualifies for payment at premium rates under more than one (1) provision of this Agreement, they shall be paid under one (1) provision only and shall receive no additional compensation in respect of any other premium provision, unless specifically provided differently in this Agreement.

17.15 Instead of cash payment for overtime, an employee may choose to receive time off, at appropriate overtime rates, at a time mutually acceptable to the Employer and the employee. The granting of such time off shall be dependent on operational needs.

Should this time off in lieu not be taken prior to thirty (30) days after its occurrence, the employee will be paid for the overtime in cash on their next paycheque.

17.16 In the event that employees of their own accord wish to change shifts with one another, such changes must be requested one (1) week in advance whenever possible. Such change requires the approval of the supervisor in writing. It is required that the employee exchange shift with an employee of equivalent status and qualifications. As well such exchange of shifts must not result in the Employer having to pay additional premium hours.

17.17

- a) Replacement and call-in shifts shall be offered in order of seniority to available and qualified employees who have been scheduled less than thirty-seven and one-half (37½) hours in the week.
- b) Availability is posted before the 15th of each month and remains open for submission until the 15th. Once submitted, the schedule is considered locked in and recognized as the official availability until the next posting period.
- c) Any availability submitted after the 20th will be scheduled in line with Article 17.17 a) No changes or additions to availability will be accepted during this blackout period.
- d) It is the employee's responsibility to check the monthly schedule to become aware of any additional hours scheduled.
- e) Employees who do not indicate their availability will not be scheduled any additional hours.
- f) Overtime opportunities shall be offered on each occasion to the most senior Employee who has declared their availability and who is qualified to perform the available work.
- g) All employees who are available for overtime should indicate this availability in writing on the availability sheet.
- h) Casual employees must provide availability for at least two (2) weekend shifts per month.
- i) Shifts shall be no less than four hours in duration.

ARTICLE 18 – PAID HOLIDAYS

18.01 All full-time employees covered by this Agreement shall be paid the equivalent of a day's pay for the following holidays, at their standard hourly rate, even though not required to work on such holidays:

New Year's Day	Civic Holiday
Family Day (3 rd Monday in Feb.)	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Queen's Birthday (Victoria Day)	Boxing Day
Canada Day	One (1) float holiday

In addition, employees must work their full scheduled shifts immediately preceding and immediately following the holiday, unless they are absent due to illness or emergency leave as outlined in the *Employment Standards Act*, on approved paid leave of absence or excused by the Employer.

Where the majority of hours are worked on the above noted paid holidays, these shall be the hours entitled to payment of time and one-half (1½) plus lieu day.

18.02

- a) Full-time employees who are required to work on the day of observance of any of the above-named holidays shall be paid at the rate of one and one-half (1½) their standard hourly rate for all work so performed in addition to a day off with pay in lieu (to be taken no earlier than sixty (60) days before or no later than sixty (60) days after the occurrence of the paid holiday) of the holiday, to be taken at a mutually agreeable time. If a mutually agreed upon time is not reached within sixty (60) days after the Paid Holiday, the amount shall be paid out on the next regular pay date. The day off in lieu is contingent on eligibility rules described above.
- b) Part-time employees who are required to work on the day of observance of any of the above-named holidays shall be paid at the rate of one and one-half (1½) their standard hourly rate for all hours worked on that day.
- c) Employees will be paid at the rate of one and one-half (1½) their standard hourly rate for those shifts which have the majority of their hours worked on the paid holiday.

18.03

- a) A Christmas/New Years (December 15 to January 15) time off request list shall be posted for a four week period during the month of October, and shall be taken down no later than the 31st of October.

- b)** In order to accommodate requests for time off over the Christmas/New Years period, the master rotation for all staff is subject to change for the period between mid-December and mid- January.
- c)** If requested, an employee who has Christmas Day paid holiday off shall also have Boxing Day paid holiday off. For each employee who is scheduled off either Christmas Day or New Years Day, the Employer will endeavour to schedule off the evening and/or night shift prior to the holiday. Conversely, those who are scheduled to work the (statutory) paid holiday are expected to be available to work within the previous twenty-four (24) hour period, prior to the paid holiday. Employees are expected to be available to work either Christmas or New Years.

Employees who are required to work Christmas Day will not be scheduled to work New Year's Day or vice versa unless by mutual agreement or unless the Employer's operational needs make it absolutely necessary.

Choice of not working on Christmas Day will be allocated first to employees who worked Christmas Day of the previous year for the Employer. The remainder of the allocations for Christmas Day, based on the Employer's operational needs, will be done by seniority.

- d)** The Employer will endeavour to give each full-time and part-time employee five (5) consecutive days off over the Christmas/New Years period, if the employee so requests in writing on the Christmas/New Years request list.
- e)** Based on operational needs, employees will be permitted to have Christmas Day through New Years Day inclusive off. Requests to be in writing. Granting of the request, will be distributed by seniority of the employee, and granted on a one-time basis every five (5) years.

Based on operational needs, at least one employee per department/unit may utilize this article. At the Employer's discretion, more than one employee per department may be granted such leave.

- f)** The availability lists for December and January shall be posted between November 1st and 15th. The December and January draft schedules shall be posted by November 15th at the latest. The final December and January schedules, with additional shifts assigned as per the availability list, shall be posted by November 20th at the latest.

ARTICLE 19 – VACATIONS

19.01 Applicable to Full-Time Employees

- a) An employee shall accumulate an annual vacation with pay in accordance with the employee's continuous years seniority on the following basis:

Less than one (1) year	.8333 days/month	(10 days/yr)
One (1) year and less than eight (8) years	1.25 days/month	(15 days/yr)
Eight (8) years and less than fifteen (15) years	1.6667 days/month	(20 days/yr)
Fifteen (15) years and less than twenty-two (22)	2.0833 days/month	(25 days/yr)
Twenty-two (22) years and less than twenty-eight (28)	2.5 days/month	(30 days/yr)
Twenty-eight (28) years or more	2.9167 days/month	(35 days/yr)

- b) Vacation pay for all vacations shall be at the employee's rate of pay at the time the vacation is taken.

19.02 Applicable to Part-Time Employees

- a) Part-time employees shall be entitled to vacation time off without pay in accordance with the employee's continuous years seniority on the following basis. It is understood that a part-time employee may elect to request less than their full entitlement.

Less than one (1) year	...two (2) calendar weeks/year;
One (1) year and less than eight (8) years	...three (3) calendar weeks/year;
Eight (8) years and less than fifteen (15) years	...four (4) calendar weeks/year;
Fifteen (15) years and less than twenty-two (22) years	...five (5) calendar weeks/year;
Twenty-two (22) years and less than twenty-eight (28)	...six (6) calendar weeks/year;

Twenty-eight (28) years or more ...seven (7) calendar weeks/year.

- b) Part-time employees shall be entitled to vacation pay, to be paid on the first pay in December and on the first pay in June. Vacation pay shall be a percentage of all earnings from the date of last payments in accordance with the employee's continuous years seniority on the following basis

	<u>Jan 1/2001</u>
Less than one (1) year	4%
One (1) year and less than eight (8) years	6%
Eight (8) years and less than fifteen (15) years	8%
Fifteen (15) years and less than twenty-two (22) years	10%
Twenty-two (22) years and less than twenty-eight (28) years	12%
Twenty-eight (28) years or more	14%

- 19.03** Vacations shall be taken between January 1st and December 31st in each year. Choice of vacation periods shall be based on seniority provided management is able to maintain a working force sufficient to do the necessary work, except where an arrangement, mutually agreed upon between the Union and the Employer is reached.

For vacation to be taken between January 10th and May 31st, each employee shall indicate by November 1st, their requested vacation including their second, third, and fourth preference in the event that they have insufficient seniority to be granted their first preference.

Similarly, for vacations to be taken between June 1st and December 20th, each employee shall indicate by March 1st, their requested vacation including their second, third and fourth preference in the event that they have insufficient seniority to be granted their first preference.

Following November 1st and March 1st, the Employer shall grant vacation requests on a first come first serve basis, subject to operational requirements.

- 19.04** Vacation schedules shall be posted twice yearly. The first posting will be not later than December 1st. The second posting shall be not later than April 1st. There shall be a period of one (1) month after the posting of vacation schedules for any necessary readjustment of the schedules but after this period of one (1) month has elapsed, there shall be no changes in the vacation schedules unless by mutual agreement between the Employer and the Union.

- 19.05** Any employee whose employment is terminated for any reason whatsoever, shall receive their full unused vacation credits.

- 19.06** Vacation entitlements are not cumulative and must be taken by December 31st of each year except under exceptional circumstances approved in writing by the Administrator. These vacations may be taken in the following year at a time mutually acceptable to both parties. Approved carryover vacation must be used by March 31st of the following year.
- 19.07** Should any of the Paid Holidays listed in Article 18 fall within an employee's vacation period, a day's vacation shall be granted at a time mutually agreed between the employee and the Employer or the equivalent pay in lieu thereof. The mutually agreed to lieu day must occur within ninety (90) days of the Paid Holiday. Failure by the parties to agree to a mutually acceptable lieu day within ninety (90) days will result in the employee being paid their lieu day.
- 19.08** If an employee is prevented from going on their scheduled vacation in a calendar year because of illness or WSIB, such vacation shall be rescheduled upon their return to work, provided the employee remains entitled to vacation pay in the amount provided by this Agreement.
- 19.09** Employees shall be permitted to take their vacation in increments of any duration provided these increments do not exceed the employee's total vacation entitlement. It is understood that this clause is subject to the requirements of Article 19.03 above.
- 19.10** Notwithstanding Article 19.09, an employee may, upon approval by the Administrator or their delegate, borrow up to five (5) days vacation which have not yet been accumulated as per Article 19.01. This Article applies only to employees with two (2) or more years of seniority.

Should an employee terminate their employment for any reason prior to having repaid borrowed vacation days from their accumulation as per 19.01, they will have all amounts owed deducted from their final paycheque by the Employer.

ARTICLE 20 – SICK LEAVE PROVISIONS

- 20.01** Regular full-time employees shall accumulate sick leave credits at the rate of one and one-half (1½) working days per month or eighteen (18) working days per year with an accumulated limit of one hundred and twenty (120) working days.
- 20.02** The Employer shall have the right to request a physician's certificate for any absence due to illness or injury. The medical certificate will verify the dates of absence and that they are fully recovered from the sickness or injury which caused their absence. The Employer will pay the fee for the issuance of the medical certificate, upon provision of a receipt.

The Employer will require a physician's certificate for any absence in excess of three consecutive working days.

- 20.03** Sick leave credit is only earned for each month in which a full-time employee works at least ten (10) shifts.

When an employee is laid off, they shall stop accumulating sick leave credits during their absence but shall retain their cumulative credit until their return at which time it shall be credited.

- 20.04** Sick benefits drawn upon will be deducted from an employee's accumulated credits. Employees may request to use accumulated vacation, float or stats if they have no sick leave credits remaining.

- 20.05** Only employees hired on or before March 12, 2012 shall be entitled to the following: upon retirement at age 65 or termination of employment by reason of death, an employee with five (5) years service or greater shall be paid for any unused portion of their sick leave credit earned after April 1, 1989, at a payout rate of 50%.

- 20.06** New employees shall be required to undergo medical examinations in accordance with existing legislation and regulations governing the type of work they perform for the Employer.

- 20.07** An employee may utilize available sick leave credits in one (1) hour increments for any absence due to illness, injury (other a compensable injury in the meaning of the WSIB Act), quarantine (other than an Employer imposed quarantine), acute health care appointment(s) or appointments for preventative health care.

- 20.08** Employees are required to provide at least two (2) hours notice when calling in sick for a shift unless there are extenuating circumstances. Further, an employee who has been absent more than three (3) days in a row is required to advise their immediate supervisor of their intent to return to work at least twenty-four (24) hours prior to returning to work.

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

ARTICLE 21 – LEAVES OF ABSENCE

21.01 Leave for Union Business

Upon request from Union authorities, an employee will have the right to be absent from work to perform Union duties or attend Union functions, but without pay for this lost time. These absences shall not exceed one hundred and fifty (150) days per year for the total of all employees with no more than thirty (30) days per year being used by any employee.

Such leave must be arranged at least five (5) working days before it is taken and must be authorized by the Employer. This authorization will not be unreasonably denied.

21.02 Leave for Union Office

An employee who is elected or selected for a full-time position with the Union shall be granted a leave of absence without pay or benefits, without loss of seniority, for a period of one year. Such period shall be renewed each year, on request, during their term of office. This leave cannot be extended beyond a period of two (2) years.

21.03 Bereavement Leave

- a) In the event of the death of a member of the immediate family, an employee shall be granted a total of seven (7) consecutive days off for the purposes of bereavement. "Immediate family" means father, mother (or alternatively step-father, step-mother or foster parents), brother, sister, spouse (including common-law spouse and same sex spouse), child, grandparent, grandchild, mother-in-law and father-in-law, step-parent and step-child. Pay for bereavement leave shall be based on time lost from regularly scheduled shifts, which would have otherwise been worked, up to four (4) regularly scheduled shifts.
- b) In the event of the death of an employee's brother-in-law or sister-in-law, aunt or uncle, niece or nephew, the Employer agrees to grant time off of two (2) days without loss of regular pay. Aunt or uncle is to mean the sibling of an employee's parent.
- c) These days of paid leave will still be granted if they coincide with any paid holiday or vacation observed under this Agreement.
- d) In all cases the employee shall advise their supervisor of the death.
- e) Where the burial occurs at a local in excess of 350 km, such leave shall include reasonable travelling time, the latter not to exceed two (2) days with pay. Provided that the employee give proof i.e. notice of death,

funeral service invitation or program. Additional days without pay may be granted. The employee shall be paid for scheduled hours during the leave, which they otherwise would have worked. The employee will be allowed to save one day to attend the memorial service.

The Employer may extend such leave without pay. Such decision shall be determined in a fair and reasonable manner.

21.04 Pregnancy/Parental/Adoption Leave

a) Parental Leave

(i) Applicable to full-time employees

Parental leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.

For the purpose of this Article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as their own.

The employee shall give written notification two (2) weeks prior to the commencement of the leave together with the expected date of return.

The employee has the right to extend the parental leave to twelve (12) months in total. Written notice by the employee to extend the parental leave will be given at least four (4) weeks prior to the termination of the initially approved leave.

Credit for service for purpose of salary increment, or vacation under any provisions of the Collective Agreement or elsewhere shall continue to accrue during the entire period of the parental leave.

In addition, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall continue to accrue during the entire period of the parental leave.

The Employer will continue to pay its share of the premiums of the subsidized employee benefits, including pensions, in which the employee is participating during the entire period of the parental leave.

The employee's intention to return to work on the date originally provided to the Employer shall be reconfirmed by written notification at least two (2) weeks in advance thereof. If the employee intends to return to work at an earlier date than originally provided to the Employer, four (4) weeks written notification is required.

Subject to any changes to the employee's status which would have occurred had the employee not been on parental leave, the employee shall be reinstated to their former duties, on the same shift in the same department, and at the same rate of pay.

(ii) Applicable to Part-Time Employees

Parental leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.

For the purpose of this Article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as their own.

The employee shall give written notification two (2) weeks prior to the commencement of the leave together with the expected date of return.

The employee has the right to extend the parental leave to twelve (12) months in total. Written notice by the employee to extend the parental leave will be given at least four (4) weeks prior to the termination of the initially approved leave.

Credit for service for purposes of salary increment and vacation, under any provisions of the Collective Agreement or elsewhere shall continue to accrue during the entire period.

In addition, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall continue to accrue during the entire period of the parental leave on the basis of what the employee's normal regular hours of work would have been.

The employee's intention to return to work on the date originally provided to the Employer shall be reconfirmed by written notification at least two (2) weeks in advance thereof. If the employee intends to return to work at an earlier date than the date originally provided to the Employer, four (4) weeks written notification is required.

Subject to any changes to the employee's status which would have occurred had the employee not been on parental leave, the employee shall be reinstated to their former duties, on the same shift in the same department, and at the same rate of pay.

b) Pregnancy Leave

(i) Applicable to Full-Time Employees

Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.

The employee shall give written notification two (2) weeks prior to the commencement of the leave of their request for leave together with their expected date of return. At such time, they shall also furnish the Employer with their Doctor's certificate as to pregnancy and expected date of delivery.

Credit for service for purposes of salary increment, vacation, under any provisions of the Collective Agreement or elsewhere shall continue to accrue during the entire period of the pregnancy leave.

Credit for seniority for purposes of promotion, demotion, transfer or lay-off shall continue to accrue during the entire period of the pregnancy leave.

The Employer will continue to pay its share of the premiums of the subsidized employee benefits, including pension in which the employee is participating during the entire period of the pregnancy leave.

The employee shall reconfirm their intention to return to work on the date originally provided to the Employer by written notification to be received by the Employer at least two (2) weeks in advance thereof. If the employee intends to return to work at an earlier date than the date originally provided to the Employer, four (4) weeks written notification must be provided to the Employer.

Subject to any changes to the employee's status which would have occurred had they not been on pregnancy leave, the employee shall be reinstated to their former duties, on the same shift in the same department, and at the same rate of pay.

(ii) Applicable to Part-Time Employees

Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.

The employee shall give written notification two (2) weeks prior to the commencement of the leave of their request for leave together with their expected date of return. At such time, they shall also furnish the Employer with their Doctor's certificate as to pregnancy and expected date of delivery.

Credit for service for purposes of salary increment, vacation, under any provisions of the Collective Agreement or elsewhere shall continue to accrue during the entire period of the pregnancy leave.

In addition, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall continue to accrue during the entire period of the pregnancy leave on the basis of what their normal regular hours of work would have been.

The employee shall reconfirm their intention to return to work on the date originally provided to the Employer by written notification to be received by the Employer at least two (2) weeks in advance thereof. If the employee intends to return to work at an earlier date than the date originally provided to the Employer, four (4) weeks written notification must be provided to the Employer.

Subject to any changes to the employee's status which would have occurred had they not been on pregnancy leave, the employee shall be reinstated to their former duties, on the same shift in the same department, and at the same rate of pay.

c) Pregnancy Leave Supplement

An employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy leave benefits pursuant to Sections 22 & 23 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit for a period not exceeding fifteen (15) weeks in the case of pregnancy leave. The supplement shall be equivalent to the difference between seventy-five percent (75%) of their normal weekly earnings and the sum of their weekly unemployment insurance benefits and any other earnings. Receipt by the Employer of the employee's unemployment insurance cheque stubs shall constitute proof that they are in receipt of Employment Insurance pregnancy leave benefits.

The employee's normal 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 plus any wage increase or salary increment that they would be entitled to receive if they were not on pregnancy leave.

21.05 Jury and Witness Duty Leave

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

21.06 When any leaves, paid holidays and vacation requests are submitted to the Employer, as required through the Collective Agreement, the Employer shall respond, in writing, back to the employee within fifteen (15) calendar days of receipt of request. Such response will be to confirm or deny request. If request denied, reason for such refusal shall be in the written response. Such decisions shall be determined in a fair and reasonable manner.

Note: The parties agree that Article 19.04 shall be observed prior to any such requests falling under this clause.

21.07 General Leave of Absence

Written request for a leave of absence without pay will be considered on an individual basis by the Employer. Such decisions, by the Employer, shall be determined in a fair and reasonable manner, based on operational needs.

ARTICLE 22 – WAGES

22.01 A full-time employee shall progress on the wage grid by one step on each anniversary of their employment until they reach the final step.

A part-time employee shall progress on the wage grid by one step for each 1675 hours worked until they reach the final step.

Effective October 28, 2000, a part-time employee shall progress on the wage grid by one step for each 1675 hours worked in the bargaining unit, until they reach the final step. This calculation applies only to hours worked after October 28, 2000. There will be no retroactive calculation of position on the wage scale prior to October 28, 2000.

22.02 In keeping with the practice in effect at the time of ratification, the Employer shall pay employees by Direct Deposit on a bi-weekly basis, every second Friday.

22.03 Pay Equity and Equal Pay for Equal Work legislation will govern the Employer's conduct in those areas.

22.04

- a) In the event that an employee moves on a temporary or permanent basis to a position with another job rate, the employee will be placed on the wage grid at a point which will provide a wage increase, where possible.
- b) If an employee is temporarily assigned by the Employer to a position that commands a lower rate than that of their regular rate of pay they maintain their regular rate of pay. If the temporary transfer is at the employee's request, they shall be paid the maximum of the lower rate or their own, whichever is less.

ARTICLE 23 – EMPLOYEE BENEFIT PLANS

(Unless otherwise specified, this clause is applicable only to full-time employees)

23.01 Health Benefits

Full-time employees will be enrolled in the Ontario Health Insurance Plan unless they are not residents of the Province of Ontario, are employed for a temporary period of less than three (3) months, covered as dependents in another group, or eligible for premium assistance.

The Employer will pay seventy five percent (75%) of the premium and the employee will pay the balance through payroll deductions effective upon ratification.

Employees who are residents of the Province of Quebec may make application for a payment towards the cost of Provincial Health Insurance. Application should be made at the end of the calendar year and verification of the amount paid to the Quebec Health Insurance Plan must be submitted with the application. Payment to the employee will be the amount which would have been paid if they reside in Ontario or the actual amount paid by the employee to the Quebec Health Insurance Plan, whichever is the lesser.

Canada Pension Plan

Contributions will be made by the Employer and by employees through payroll deductions at rates established by the Canada Pension Plan.

Group Life Insurance

A Group Life Insurance Plan is compulsory for all full-time employees after three (3) months' employment. A booklet describing the plan will be provided to each employee when they become eligible to participate in the plan. The Employer will pay one hundred (100%) per cent of the premium. Employees are insured for an amount equal to twice one year's salary.

Extended Health Care Insurance

Extended Health Care Insurance shall be available to any full-time employee. It is then compulsory after three (3) months and is deducted from salary. The Insurance provides reimbursement of medical and drug costs in addition to OHIP allowance. Details are provided to all eligible employees in a special brochure. The Union is to be provided with a copy of the master plan text.

Effective upon ratification, employees will be entitled to Vision Care coverage in the amount of three hundred dollars (\$300) to three hundred and fifty dollars (\$350) every twenty- four (24) months to cover the costs of eyewear and eye examinations.

Dental

The Employer will provide a group dental plan for all full-time employees. The plan will be equivalent to Blue Cross #9 plus riders 2 and 4.

Coverage shall be at the current ODA rates as amended from time to time. An employee who is covered by another group plan may elect to opt out of coverage provided they show proof of such coverage.

Employees shall pay fifty percent (50%) of billed premium through payroll deduction and the employer shall pay fifty percent (50%) of the billed premium.

The Employer's share of the billed premium for the group dental plan will increase from 62% to 65% upon ratification.

23.02 Benefit Coverage While on Pregnancy Leave or Parental Leave

An employee going on pregnancy or parental leave may terminate their benefit coverage if they notify the Employer in writing no later than thirty (30) days from their scheduled first date of leave. If no termination of benefits is requested, the employee must provide the Employer with monthly post-dated cheques for their portion of the insurance premium.

Benefit coverage while on pregnancy leave, parental leave, will automatically be terminated if the employee defaults on two payments of their portion of the insurance premium. Premiums are due by the 1st of the month for which coverage is being paid.

23.03 Percentage in Lieu of Benefits

In addition to their applicable straight time rate for each hour worked, regular part-time employees, casual employees, and temporary employees shall receive in lieu of all fringe benefits (being those benefits to an employee paid in whole or in part by the Employer as part of direct compensation or otherwise, save and except, salary, vacation pay, shift premium, stand-by pay, call-back guarantee, responsibility allowance, court attendance, bereavement leave, educational allowance, and reporting pay) an amount, added to their straight time hourly rate for all straight time hours paid, of twelve percent (12%).

23.04 It is understood that the Employer may at any time substitute another carrier for any plan, provided the benefits remain equivalent. Before such a substitution, the Employer shall notify the Union to explain the proposed change and to ascertain the views of the employees. Upon request of the Union, the Employer shall provide to the Union full specification of the Benefit Programs contracted for and in effect for employees covered therein.

23.05 Employee Assistance Program

The Glebe Centre and Union recognize that the provision of assistance to employees who are experiencing problems is of benefit to all concerned.

The parties, therefore, have established a formal program which has the objective of providing confidential assistance to employees with personal and job-related problems.

The Labour Management Committee will annually review the existing Employee Assistance Program and make recommendations should changes be required.

ARTICLE 24 – NURSING HOMES RELATED INDUSTRIES PENSION PLAN

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

24.01 "Plan" means the Nursing Homes and Related Industries Pension Plan, being a multi-employer plan.

"Applicable Wages" means the basic straight time wages for all hours worked and in addition:

- i)** the straight time component of hours worked on a holiday
- ii)** holiday pay, for the hours not worked
- iii)** vacation pay
- iv)** paid sick leave
- v)** bereavement leave
- vi)** jury duty
- vii)** negotiations and grievance meetings

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

"Eligible employee" means all employees in the bargaining unit who have completed nine hundred and seventy-five (975) hours of service.

24.02 Effective July 1, 2018, each eligible employee covered by this Collective Agreement shall contribute for each pay period an amount equal to three and one-half percent (3.5%) of applicable wages to the Plan. The Employer shall contribute on behalf of each eligible employee for each pay period, an amount equal to three and one-half percent (3.5%) of applicable wages to the Plan.

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

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

24.04 The employee and the Employer contributions shall be remitted by the Employer to the Plan within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.

24.05 The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute toward the costs of benefits provided by the Plan or be responsible for providing any such benefits.

The Union and the Employer acknowledge and agree that under current pension legislation and/or regulations, the Employer has no requirement to fund any deficit in the Plan, but is required to contribute only that amount as required by the collective agreement in force between the parties.

It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer's obligation to contribute to the Plan exceeds the amount specified in the collective agreement then in force, the parties will meet directly to finalize methods to relieve the Employer of this increased obligation to the extent that any such obligations exceed that which the Employer would have if the Plan were a defined contribution plan.

24.06 The Employer agrees to provide the Plan Administrator on a timely basis with all information required pursuant to the Pension Benefits Act, R.S.O. 1990, Ch. P-8, as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

The following information shall be provided to the Administrator of the Plan in electronic format.

For further specificity, the items required for each eligible employee by Article .05 of the agreement are:

- i)** to be provided once only at Plan commencement:
 - Date of hire
 - Date of birth
 - Date of first contribution
 - Seniority List to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)

- ii)** to be provided with each remittance:
 - Name
 - Social Insurance Number
 - Monthly remittance
 - Pensionable earnings
 - YTD pension contributions
 - Employer portion of arrears owing due to error, or late enrolment by the Employer

- iii)** to be provided once and if status changes:
 - (a) Full address as provided by the Employer
 - (b) Termination date where applicable (MM/DD/YY)
 - (c) Gender
 - (d) Marital Status

- iv)** to be provided annually but no later than December 1st:
 - (a) Current complete address listing
 - (b) Details of all absences of members from the workplace due to an injury for which the member received Workplace Safety and Insurance Board benefits

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

24.07 The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust dated February 13, 1990 and the rules and regulations of the Plan adopted by the Trustees, both as may be amended from time to time.

ARTICLE 25 – HEALTH AND SAFETY

- 25.01** The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the work environment in order to prevent accidents, injury and illness.
- 25.02** The Employer further agrees that it shall comply with applicable Federal, Provincial, and Municipal health and safety legislation and regulations, including the *Occupational Health and Safety Act*.
- 25.03** The Employer and the Union agree that it is in the best interests of both parties that they continue to work, whenever possible, when they are on sick leave or WSIB benefits, due to an illness, injury or modified and restricted duties.

Representatives from the Employer and the Union from the workplace Occupational Health and Safety Committee will review the list of modified work appropriate to the injured worker on WSIB. The Committee recognizes its responsibilities under the appropriate legislation(s) in accommodating an employee back to the workplace.

Sick Leave - Paid/ Unpaid

It is understood that the Employer will make every effort to accommodate those employees on sick time (paid or unpaid) who may be able to return to work with their Doctor's permission. The employee, if able, will participate in return to work programs offered by the Employer.

Special leave to provide care for sick child or family member:

A full-time employee shall be granted up to two (2) days per year out of their accrued sick leave to provide care for a sick child or family member.

25.04 Return to Work

- a)** The parties recognize the duty of reasonable accommodation for individuals under the Human Rights Code of Ontario and agree that this Collective Agreement will be interpreted in such a way as to permit the Employer and the Union to discharge that duty. To that end, the Home and the Union agree to cooperate in complying with the Ontario Human Rights Code.
- b)** The Home and the Union agree to ongoing and timely communication by all participants. For the purposes of expediting communication, the Home and the Union agree that participants will use electronic communication where available.

- c) Prior to any disabled employee returning to work from a disability including WSIB to a modified/light/alternate work program, the Employer will notify and meet with members of the bargaining unit executive to consult on a back to work program for the worker. Any agreement resulting from these discussions which conflicts with the collective agreement shall, subject to agreement by the Union, prevail over any provision of this agreement in the event of a conflict. Nothing in this language obligates the Employer to establish a modified/ light/alternative work program, except as required by law.

25.05 Modified Work/Return to Work

- a) When it has been medically determined that an employee is ready to return to work, the Home and the Union will meet with the affected employee and the Employer to create and recommend a return to work plan.

The Plan will include developing and recommending strategies for:

- (i) Integrating accommodated workers back into the workplace;
- (ii) Educating employees about the legal, personal, organizational aspects of disabled workers to work;
- (iii) In creating a return to work plan, the Home and the Union will examine the disabled employee abilities and accommodation needs to determine if the employee can return to their:
 - 1. Original position;
 - 2. Original position with modifications to the work area and/or equipment and/or the work arrangement; or,
 - 3. Alternate positions outside the original position.
- b) In creating a return-to-work plan, the parties will consider the employee's abilities and accommodation needs and if they are unable to return to work, the parties will identify any positions in the Home in which the employee may be accommodated.
- c) An employee in need of permanent accommodation may be temporarily accommodated until a permanent arrangement is established.
- d) The parties will monitor the status of accommodated employees and the status of employees awaiting accommodation.

25.06 The Employer and the Union recognize their joint duty to accommodate disabled employees in accordance with the provisions of the Ontario Human Rights Code.

ARTICLE 26 – CONTRACTING-OUT

26.01 The Employer shall not contract out work normally performed by members of the bargaining unit if as a direct result of such contracting- out a lay-off occurs.

ARTICLE 27 – UNIFORM AND CLOTHING

27.01 Employees of all Units and Departments are required to adhere to the dress code for their area of work.

Therefore, the Employer shall reimburse full-time employees, who are required to wear uniforms, for the cost of uniforms to a maximum of one hundred and twenty dollars (\$120.00) per employee per annum.

Part-time employees are to be reimbursed to a maximum of seventy-five (\$75.00) dollars per employee per year.

The Employer will cover the initial and/or broken cost of all name tags that are required for employees.

ARTICLE 28 – TRAINING

- a) The Ministry of Health Standards for Long Term Care Facilities requires the Employer to provide an organized orientation program that responds to the learning needs of new staff and to provide an organized in-service education program that responds to the assessed learning needs of staff. The Employer agrees to notify the Union should these requirements change.
- b) All mandatory training shall be considered as time worked and shall be paid at the appropriate rate.

ARTICLE 29 – GENERAL CONDITIONS

29.01 Bulletin Boards

The Employer shall provide as many bulletin boards as it deems necessary for the purpose of posting union notices. All notices and postings shall be consistent with the terms of this Agreement

The Union bulletin board shall not be used for posting or distributing political matters or Union matters not directly related to the bargaining unit and the administration of this Agreement.

29.02 Act of Nature or Emergency

Any loss of work time caused by conditions beyond the Employer's control shall not be considered as compensable time under any provisions of this Collective Agreement including the required lay-off notice. The shift on the premises at the time will be paid for the time actually worked with a minimum pay of three (3) hours.

29.03 Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun, and vice versa, where the context so requires.

29.04 At any time there is a conflict between the law and the collective agreement, the superior provision prevails.

ARTICLE 30 – PAYMENT PENDING WSIB CLAIM

30.01 An employee who is absent from work as a result of illness or injury sustained at work and who has been awaiting approval of claim for Workplace Safety and Insurance Board may apply to the Employer for payment equivalent to the lesser of the benefit they would receive from Workplace Safety and Insurance Board if their claim was approved, or the benefit to which they would be entitled under the short term sick leave plan. Payment will be provided only if the employee provides a written undertaking that any payments will be refunded to the Employer following final determination of the claim by the Workplace Safety and Insurance Board. If the claim for Workplace Safety and Insurance Board is not approved, the monies paid as an advance will be applied toward the benefits to which the employee would be entitled under the short term sick leave plan.

This provision will be effective upon the receipt of written confirmation for the Workplace Safety and Insurance Board of an acceptable procedure.

ARTICLE 31 – MEAL PROVISION

31.01 Where an employee remains at the workplace in excess of seven and a half (7½) hours due to operational needs, the Employer shall provide a hot meal to the employee.

ARTICLE 32 – JOB CLASSIFICATION

32.01 When a position is created which is not listed in Appendix "A", the Employer shall notify the Union and provide a job description for such position setting out the duties of such position.

Such notice shall include a proposed wage rate. Within ten (10) working days the parties shall meet and make every reasonable effort to agree on a wage rate for such position.

If the parties fail to agree upon a wage rate, or if any dispute arises from this provision, the matter may be treated as a grievance and referred to Step 2 of the grievance procedure.

In the event, the matter proceeds to arbitration, the arbitrator shall have the power to set a wage rate and to otherwise settle the dispute.

When a new classification is established by the Employer within the bargaining unit or would fall under this scope of this collective agreement, the Employer shall determine the rate of pay for such new classification, provide the job description, and notify the Local Union within seven (7) days prior to posting such position.

If the Local Union challenges the rate, it shall have the right to request a meeting with the Home to endeavor to negotiate a mutually satisfactory rate. Such a request will be made within ten (10) days after the receipt of notice from the Employer of such new classification and rate.

Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Employer. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting.

The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

When the Home makes a substantial change during the term of the Agreement in the job content of an existing classification which in reality causes such classification to become a new classification, the Home agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay. The Employer will provide the new job description at least ten (10) days prior to the change taking effect.

If the matter is not resolved following the meeting with the Union, the matter may be referred to arbitration as provided in the Agreement within fifteen (15) days of such meeting.

The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications. The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the Home.

ARTICLE 33 – PRECEPTORSHIP PREMIUM

33.01 A Preceptor Premium at one dollar \$1.00 per hour will be paid for all hours that an employee has been assigned preceptor duties for students. An employee must agree to be a student preceptor prior to the employer assigning the student.

For clarity, it is understood that the Preceptor's role is to use leadership skills and instruction skills to facilitate the student in obtaining valuable learning experience(s) and in providing constructive feedback about the students' Performance.

ARTICLE 34 – DURATION OF AGREEMENT

34.01 This Agreement shall be in effect from January 1, 2025 to December 31, 2027 and shall continue automatically thereafter for one (1) year period unless one (1) party notifies the other in writing within a period of ninety (90) days immediately prior to the expiration date that it desires to amend the Agreement.

ARTICLE 35 – RETROACTIVITY

35.01 Increases to the salary schedule shall be retroactive to January 1st, 2025. Where employees either have left the employ of the Employer and/or have entered into the employ of the Employer between January 1st 2025, and December 31, 2027, shall be entitled to the pro-rated amount of such payments.

The Employer will endeavour to provide all retroactivity within thirty (30) days of the Interest Arbitration Award and/or receiving written notice of ratification. If the retro is not paid within forty-five (45) days then thereafter interest will be paid. All retroactivity will be paid to employees on a separate cheque or itemized on an employee's regular cheque.

All former employees shall be sent notice by the Employer at their last known address and will have thirty (30) calendar days for the date notice is sent to claim retroactive payments. The Union shall receive a copy of all notices sent to former employees.

SIGNED ELECTRONICALLY BY THE PARTIES.

FOR THE UNION:

Candice Chaloux

Candice Chaloux (2026-03-31 21:49:33 EDT)

Candice Chaloux

Lois Francis

Lois Francis (2026-04-09 08:46:32 EDT)

Lois Francis

Edilrizza Reotutar

Edilrizza Reotutar (2026-04-07 20:49:55 EDT)

Edilrizza Reotutar

Soraya Alina

Soraya Alina (2026-04-05 17:17:47 EDT)

Soraya Alina

Tian Lewis

Tian Lewis (2026-04-09 14:03:06 EDT)

Tian Lewis

FOR THE EMPLOYER:

Diane Giusto

Diane Giusto (2026-04-07 15:11:27 EDT)

Diane Giusto

Patricia VanBregt

Patricia VanBregt (2026-04-08 18:43:37 EDT)

Patricia Van Bregt

Carolyn Herfkens

Carolyn Herfkens (2026-04-02 09:47:00 EDT)

Carolyn Herfkens

Emma Tibbo

Emma Tibbo

:mw*cope491 

LETTER OF UNDERSTANDING

Between

THE GLEBE CENTRE INCORPORATED

And

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3302

RE: RELIEF SHIFTS

The Union and the Employer agree that an employee who is called to be offered a relief shift shall be afforded a reasonable opportunity to return the call whenever possible.

The Union and the Employer agree to meet during the term of the renewal collective agreement commencing January 1, 2017, to discuss and to endeavour to agree upon a protocol for the Employer to follow when calling employees to offer relief shifts and affording such employees an opportunity to return the call whenever possible.

SIGNED ELECTRONICALLY BY THE PARTIES.

FOR THE UNION:

Candice Chaloux

Candice Chaloux (2026-03-31 21:49:33 EDT)

Candice Chaloux

Lois Francis

Lois Francis (2026-04-09 08:46:32 EDT)

Lois Francis

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Carolyn Herfkens (2026-04-02 09:47:00 EDT)

Carolyn Herfkens

Emma Tibbo

Emma Tibbo

LETTER OF AGREEMENT

Between

THE GLEBE CENTRE INCORPORATED

And

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3302

RE: INFLUENZA VACCINATION OF EMPLOYEES

The Union and the Employer to hereby agree as follows:

- 1.** Any Influenza Vaccination Program of employees, which may be initiated by the Employer shall be a voluntary program where employees may choose to participate or to not participate. The employer shall be responsible for the cost of any vaccine or anti-viral medication that is not covered by OHIP or a group insurance plan. Such vaccines shall be offered during the employee's working hours or obtained from the employee's own physician and proof of this presented to the employee's supervisor.
- 2.** The Employer shall ensure that no employee shall incur any loss of pay or loss of any other benefit or entitlement under the collective agreement should the employee suffer an adverse reaction to or experience side effects as confirmed by the public health authorities from the vaccine or anti-viral medication.
- 3.** The Union agrees to co-operate fully with the Employer to encourage its members to participate in the vaccination program and to distribute any educational materials made available by the Employer.
- 4.** In the event of a declared Influenza outbreak at the Glebe Centre by the Public Health Department.
 - a)** Staff who have participated in the vaccination program and received a vaccine at least two weeks in advance of the outbreak may continue to work provided they are well.
 - b)** Staff who have not received a vaccine at the time of the outbreak EITHER may receive a vaccination and take anti-viral medication (e.g. Amantadine) for two weeks subsequent to the vaccine and continue to work provided they are well OR may take anti-viral medication until the outbreak is over and continue to work provided they are well.
 - c)** Staff, who received a vaccine less than two weeks in advance of the outbreak, may take anti-viral medication until two weeks following the vaccine and continue to work provided they are well.

- d)** Staff who have previously been infected with Influenza, and who have not received a vaccine, and who do not take an anti-viral medication, and who provide certification from their personal physician that they are no longer infectious may continue to work provided they are well.
 - e)** Staff who do not meet the requirements of Paragraphs A) through D) will not be allowed to work at the Glebe Centre during the outbreak. Such time off shall not be considered as disciplinary; shall not be considered for purposes of attendance or absenteeism recording; and shall not reduce or suspend the accrual of any service or seniority which would have otherwise accrued to the employee except for the operation of this provision.
 - f)** Staff who have refused to be vaccinated and/or to take anti-viral medication on the advice of their personal physician (provided such advice is documented) or for religious beliefs (with documentation provided where such documentation is readily available), and who are not allowed to work pursuant to Paragraph E), will not suffer any loss of pay, sick leave credit, vacation entitlement, or any other entitlement or benefit, and shall be compensated for any loss of earnings.
 - g)** Staff who have refused to be vaccinated and/or to take anti-viral medication for reasons other than the advice of their personal physician or for religious beliefs, may utilize vacation, paid holidays, or time off in lieu of overtime payment to receive pay for such time they are not allowed to work pursuant to Paragraph E).
- 5.** In the event of a declared Influenza outbreak at a facility other than the Glebe Centre by the Medical Officer of Health, staff who work in this facility must contact their Manager/Supervisor and follow the following:
- a)** Staff who work at the outbreak facility and who have not received a vaccine may continue to work at the Glebe Centre provided that they are well and also provided that they wait 72 hours from the time they last worked at the outbreak facility.
 - b)** Staff who work at the outbreak facility and who have participated in the vaccination program and received a vaccine at least two weeks in advance of the outbreak may continue to work at the Glebe Centre provided they are well.
 - c)** Staff who work at the outbreak facility and who have not received a vaccine at the time of the outbreak EITHER may receive a vaccination and take anti-viral medication (e.g. Amantadine) for two weeks subsequent to the vaccine and continue to work at the Glebe Centre provided they are well OR may take anti-viral medication until the outbreak is over and continue to work at the Glebe Centre provided they are well.

- d)** Staff who work at the outbreak facility who received a vaccine less than two weeks in advance of the outbreak, may take anti-viral medication until two weeks following the vaccine and continue to work at the Glebe Centre provided they are well.
 - e)** Staff who work at the outbreak facility who have previously been infected with Influenza, and who have not received a vaccine, and who do not take an anti-viral medication, and who provide certification from their personal physician that they are no longer infectious may continue to work at the Glebe Centre provided they are well.
 - f)** Staff who do not meet the requirements of Paragraphs A) through E) will not be allowed to work at the Glebe Centre during the outbreak at the outbreak facility. Such time off shall not be considered as disciplinary; shall not be considered for purposes of attendance or absenteeism recording; and shall not reduce or suspend the accrual of any service or seniority which would have otherwise accrued to the employee except for the operation of this provision.
 - g)** Staff who have refused to be vaccinated and/or to take anti-viral medication on the advice of their personal physician (provided such advice is documented) or for religious beliefs (with documentation provided where such documentation is readily available), and who are not allowed to work pursuant to Paragraph F), will not suffer any loss of pay, sick leave credit, or vacation entitlement, or any other entitlement or benefit, and shall be compensated for any loss of Glebe Centre earnings.
 - h)** Staff who have refused to be vaccinated and/or to take anti-viral medication for reasons other than the advice of their physician or for religious beliefs, may utilise vacation, paid holidays or time off in lieu of overtime payment to receive pay for such time they are not allowed to work at the Glebe Centre pursuant to Paragraph F.
- 6.** This Letter of Agreement shall be attached to and form part of the collective agreement.
- 7.** In the event the Medical Officer of Health, or any regulatory body, issues a directive or order or enacts regulations which are mandatory (or advisories from the Public Health Department), and where such directives or orders or regulations (or advisories from the Public Health Department) are contrary to the contents herein agreed, such directives or orders or regulations shall prevail to the extent that they are contrary to the contents herein.

SIGNED ELECTRONICALLY BY THE PARTIES.

FOR THE UNION:

Candice Chaloux

Candice Chaloux (2026-03-31 21:49:33 EDT)

Candice Chaloux

Lois Francis

Lois Francis (2026-04-09 08:46:32 EDT)

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Emma Tibbo

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:mw*cope491 

LETTER OF UNDERSTANDING

Between

THE GLEBE CENTRE INCORPORATED

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES and its Local 3302

RE: TEMPORARY INCREASES IN HOURS OF WORK

Should the Employer require a temporary increase in the hours of work beyond the master schedule as per Article 16.01 (c) and the duration of such increase will extend beyond four (4) weeks, the Employer will so notify the Union of the increase in advance of implementation and provide the Union with the reasons a temporary increase in hours is necessary.

The Employer will further specify to the Union the expected start date and expected end date for the temporary increase in hours, the number of hours the shifts and employees affected.

A temporary increase in hours will have a duration of six (6) months or less. Should the parties mutually agree, the temporary increase in hours may be extended for an additional six (6) months.

The Employer agrees that they will not temporarily increase hours in order to circumvent either the job posting provisions or the layoff provisions of the Collective Agreement.

Should the Union have questions or concerns regarding the temporary increase in hours, the parties agree to meet to discuss the issue. If the matter remains unsolved, the Union may take the issue forward for resolution through grievance and arbitration procedure.

SIGNED ELECTRONICALLY BY THE PARTIES.

FOR THE UNION:

Candice Chaloux
Candice Chaloux (2026-03-31 21:49:33 EDT)
Candice Chaloux

Lois Francis
Lois Francis (2026-04-09 08:46:32 EDT)
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Tian Lewis

Carolyn Herfkens
Carolyn Herfkens (2026-04-02 09:47:00 EDT)

Carolyn Herfkens

Emma Tibbo

Emma Tibbo

:mw*cope491 

LETTER OF UNDERSTANDING

Between

THE GLEBE CENTRE INCORPORATED

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES and its Local 3302

RE: LEAD POSITIONS

The parties agree that the Lead PSW, RPN Rai, Lead Program Facilitators, Restorative and BSO place at the time of ratification, and any future Lead positions. These positions are responsible for additional duties as set out in a job description by Management.

All Lead positions will be paid the wages as set out in the Wage Schedule in the collective agreement. In addition to the wage schedule rate, the Lead will receive an additional \$1.50 per hour.

This Letter of Understanding is without prejudice and/or precedence and will form part of the collective agreement.

SIGNED ELECTRONICALLY BY THE PARTIES.

FOR THE UNION:

Candice Chaloux

Candice Chaloux (2026-03-31 21:49:33 EDT)

Candice Chaloux

Lois Francis

Lois Francis (2026-04-09 08:46:32 EDT)

Lois Francis

Edilrizza Reotutar

Edilrizza Reotutar (2026-04-07 20:49:55 EDT)

Edilrizza Reotutar

Soraya Alina

Soraya Alina (2026-04-05 17:17:47 EDT)

Soraya Alina

Tian Lewis

Tian Lewis (2026-04-09 14:03:06 EDT)

Tian Lewis

FOR THE EMPLOYER:

Diane Giusto

Diane Giusto (2026-04-07 15:11:27 EDT)

Diane Giusto

Patricia VanBregt

Patricia VanBregt (2026-04-08 18:43:37 EDT)

Patricia Van Bregt

Carolyn Herfkens

Carolyn Herfkens (2026-04-02 08:47:00 EDT)

Carolyn Herfkens

Emma Tibbo

Emma Tibbo

LETTER OF UNDERSTANDING

Between

THE GLEBE CENTRE INCORPORATED

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES and its Local 3302

RE: TRANSITION TO ONLINE SCHEDULE

Employees will submit their availability on the online system stating the shifts they will be available for additional shifts. If the employee needs to change their availability, it must be submitted by the 15th of the month prior to the schedule being posted. If the employee does not submit any changes to their previous availability before the 15th this will indicate they are available. It is the responsibility of employees to check and review the posted schedule monthly.

In the event of a dispute between the scheduling software, the current monthly schedule (Excel) will be deemed correct.

SIGNED ELECTRONICALLY BY THE PARTIES.

FOR THE UNION:

Candice Chaloux

Candice Chaloux (2026-03-31 21:49:33 EDT)

Candice Chaloux

Lois Francis

Lois Francis (2026-04-09 08:46:32 EDT)

Lois Francis

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Carolyn Herfkens (2026-04-02 09:47:00 EDT)

Carolyn Herfkens

Emma Tibbo

Emma Tibbo

:mw*cope491 

**Appendix "A"
WAGE RATES**

Effective January 1, 2025 - 3.5% (inclusive of the 2019-2021 Bill 124 wage re-opener)

POSITION TITLE	MINIMUM	STEP 1	STEP 2	STEP 3	MAXIMUM
ADMINISTRATIVE					
Secretaries	\$25.93	\$26.75	\$27.59	\$28.43	\$29.30
Clerk-Typists	\$23.06	\$23.79	\$24.51	\$25.26	\$26.06
Receptionists	\$23.06	\$23.79	\$24.51	\$25.26	\$26.06
Vehicle Operators	\$23.04	\$23.79	\$24.47	\$25.20	\$25.98
FOOD SERVICES					
Cooks	\$25.93	\$26.75	\$27.59	\$28.43	\$29.30
Cook's Assistants	\$23.06	\$23.79	\$24.51	\$25.26	\$26.06
Food Serv. Attend	\$23.04	\$23.70	\$24.47	\$25.20	\$25.98
NURSING SERVICES					
RPN*	\$33.21	\$34.20	\$35.19	\$36.21	\$37.32
<i>*Effective January 1, 2025, Inclusive of \$1 increase (RPN only)</i>					
Nursing Attendant	\$26.37	\$27.11	\$27.81	\$28.58	\$29.37
Res Support Worker	\$26.81	\$27.59	\$28.31	\$29.07	\$29.85
Admin. Supp. Worker	\$25.93	\$26.78	\$27.59	\$28.43	\$29.30
<i>*Effective April 1, 2022, \$3.00 Permanent Wage Enhancement</i>					
PROGRAM					
Program Facilitator	\$25.93	\$26.75	\$27.59	\$28.43	\$29.30
Physiotherapist Aide	\$25.93	\$26.75	\$27.59	\$28.43	\$29.30
HOUSEKEEPING					
Porters	\$23.04	\$23.70	\$24.47	\$25.20	\$25.90
Housekeeping Attend	\$23.04	\$23.70	\$24.47	\$25.20	\$25.90
MAINTENANCE					
Watchmen/Maintenance	\$25.93	\$26.78	\$27.59	\$28.43	\$29.32
Watchmen	\$23.06	\$23.79	\$24.51	\$25.26	\$26.06

Effective January 1, 2026 - 3.5%

POSITION TITLE	MINIMUM	STEP 1	STEP 2	STEP 3	MAXIMUM
ADMINISTRATIVE					
Secretaries	\$26.83	\$27.69	\$28.56	\$29.43	\$30.33
Clerk-Typists	\$23.87	\$24.63	\$25.37	\$26.15	\$26.97
Receptionists	\$23.87	\$24.63	\$25.37	\$26.15	\$26.97
Vehicle Operators	\$23.85	\$24.63	\$25.32	\$26.08	\$26.89
FOOD SERVICES					
Cooks	\$26.83	\$27.69	\$28.56	\$29.43	\$30.33
Cook's Assistants	\$23.87	\$24.63	\$25.37	\$26.15	\$26.97
Food Serv. Attend	\$23.85	\$24.53	\$25.32	\$26.08	\$26.89
NURSING SERVICES					
RPN	\$34.38	\$35.39	\$36.42	\$37.48	\$38.63
<i>*Effective January 1, 2025, Inclusive of \$1 increase (RPN only)</i>					
Nursing Attendant	\$27.29	\$28.06	\$28.78	\$29.58	\$30.40
Res Support Worker	\$27.74	\$28.56	\$29.30	\$30.09	\$30.89
Admin. Supp. Worker	\$26.83	\$27.71	\$28.56	\$29.43	\$30.33
<i>*Effective April 1, 2022, \$3.00 Permanent Wage Enhancement</i>					
PROGRAM					
Program Facilitator	\$26.83	\$27.69	\$28.56	\$29.43	\$30.33
Physiotherapist Aide	\$26.83	\$27.69	\$28.56	\$29.43	\$30.33
HOUSEKEEPING					
Porters	\$23.85	\$24.53	\$25.32	\$26.08	\$26.89
Housekeeping Attend	\$23.85	\$24.53	\$25.32	\$26.08	\$26.89
MAINTENANCE					
Watchmen/Maintenance	\$26.83	\$27.71	\$28.56	\$29.43	\$30.35
Watchmen	\$23.87	\$24.63	\$25.37	\$26.14	\$26.97

Effective January 1, 2027 - 3.5%

POSITION TITLE	MINIMUM	STEP 1	STEP 2	STEP 3	MAXIMUM
ADMINISTRATIVE					
Secretaries	\$27.77	\$28.66	\$29.56	\$30.46	\$31.39
Clerk-Typists	\$24.70	\$25.49	\$26.25	\$27.06	\$27.92
Receptionists	\$24.70	\$25.49	\$26.25	\$27.06	\$27.92
Vehicle Operators	\$24.68	\$25.49	\$26.21	\$27.00	\$27.83
FOOD SERVICES					
Cooks	\$27.77	\$28.66	\$29.56	\$30.46	\$31.39
Cook's Assistants	\$24.70	\$25.49	\$26.25	\$27.06	\$27.92
Food Serv. Attend	\$24.68	\$25.39	\$26.21	\$27.00	\$27.83
NURSING SERVICES					
RPN**	\$35.58	\$36.63	\$37.70	\$38.79	\$39.98
<i>**Effective January 1, 2024, inclusive of \$1.00 increase (RPN only)</i>					
Nursing Attendant	\$28.25	\$29.04	\$29.79	\$30.61	\$31.47
Res Support Worker	\$28.72	\$29.56	\$30.32	\$31.14	\$31.98
Admin. Supp. Worker	\$27.77	\$28.68	\$29.56	\$30.46	\$31.39
<i>*Effective April 1, 2022, \$3.00 Permanent Wage Enhancement</i>					
PROGRAM					
Program Facilitator	\$27.77	\$28.66	\$29.56	\$30.46	\$31.39
Physiotherapist Aide	\$27.77	\$28.66	\$29.56	\$30.46	\$31.39
HOUSEKEEPING					
Porters	\$24.68	\$25.39	\$26.21	\$27.00	\$27.83
Housekeeping Attend	\$24.68	\$25.39	\$26.21	\$27.00	\$27.83
MAINTENANCE					
Watchmen/Maintenance	\$27.77	\$28.68	\$29.56	\$30.46	\$31.41
Watchmen	\$24.70	\$25.49	\$26.25	\$27.05	\$27.92