

# **COLLECTIVE AGREEMENT**

~between~

**Mohawk Medbuy Corporation**

(hereinafter referred to as the "Company")



~and~

**The Canadian Union of Public Employees,  
and its Local 1605.00 (Full-time Unit)**

(hereinafter referred to as the "Union")

***CUPE***

**Term: April 1, 2020 to March 31, 2025**

## Table of Contents

|  |           |
|--|-----------|
| <b>ARTICLE 1 – PURPOSE .....</b>   | <b>1</b>  |
| <b>ARTICLE 2 – INTERPRETATION.....</b>   | <b>1</b>  |
| <b>ARTICLE 3 – SCOPE .....</b>   | <b>1</b>  |
| <b>ARTICLE 4 – COMPANY’S RESPONSIBILITY.....</b>   | <b>2</b>  |
| <b>ARTICLE 5 – COMPANY RIGHTS.....</b>   | <b>3</b>  |
| <b>ARTICLE 6 – UNION’S RESPONSIBILITY.....</b>   | <b>3</b>  |
| <b>ARTICLE 7 – UNION OFFICIALS .....</b>   | <b>4</b>  |
| <b>ARTICLE 8 – UNION SECURITY .....</b>  | <b>5</b>  |
| <b>ARTICLE 9 – GRIEVANCES.....</b>   | <b>6</b>  |
| <b>ARTICLE 10 – GRIEVANCE COMMITTEE/PROCEDURE.....</b>   | <b>6</b>  |
| <b>ARTICLE 11 – ARBITRATION.....</b>   | <b>9</b>  |
| <b>ARTICLE 12 – EMPLOYEE NEGOTIATING TEAM.....</b>   | <b>9</b>  |
| <b>ARTICLE 13 – LEAVE OF ABSENCE.....</b>  | <b>9</b>  |
| <b>ARTICLE 14 – SENIORITY .....</b>  | <b>14</b> |
| <b>ARTICLE 15 – JOB VACANCIES AND TEMPORARY ASSIGNMENTS .....</b>  | <b>19</b> |
| <b>ARTICLE 16 – VACATIONS.....</b>   | <b>21</b> |
| <b>ARTICLE 17 – RECOGNIZED HOLIDAYS .....</b>  | <b>23</b> |
| <b>ARTICLE 18 – BENEFITS.....</b>  | <b>24</b> |
| <b>ARTICLE 19 – STANDARD HOURS OF WORK AND OVERTIME .....</b>  | <b>27</b> |
| <b>ARTICLE 20 – GENERAL.....</b>   | <b>29</b> |
| <b>ARTICLE 21 – CALLBACK AND REPORTING PAY.....</b>  | <b>29</b> |
| <b>ARTICLE 22 – CONTRACTING OUT .....</b>  | <b>30</b> |
| <b>ARTICLE 23 – WAGE SCHEDULE .....</b>  | <b>30</b> |
| <b>ARTICLE 24 – VALIDITY.....</b>  | <b>30</b> |
| <b>ARTICLE 25 – COPIES OF COLLECTIVE AGREEMENT.....</b>  | <b>30</b> |
| <b>ARTICLE 26 – DURATION .....</b>   | <b>31</b> |
| <b>SCHEDULE “A” – WAGES .....</b>  | <b>32</b> |
| <b>SCHEDULE “B” – SICK LEAVE PLAN .....</b>  | <b>33</b> |
| <b>SCHEDULE “C” – TERMS OF REFERENCE FOR THE JOINT OCCUPATIONAL HEALTH<br/>AND SAFETY COMMITTEE.....</b> | <b>37</b> |
| <b>LETTER OF UNDERSTANDING #1 .....</b>  | <b>41</b> |
| SAFETY SHOE ALLOWANCE .....  | 41        |
| <b>LETTER OF UNDERSTANDING #2.....</b>   | <b>42</b> |
| DISABLED WORKERS.....  | 42        |
| <b>LETTER OF UNDERSTANDING #3 .....</b>  | <b>43</b> |
| STUDENTS .....   | 43        |
| <b>LETTER OF UNDERSTANDING #4 .....</b>  | <b>44</b> |
| CONSECUTIVE WEEKEND.....   | 44        |
| <b>LETTER OF UNDERSTANDING #5.....</b>   | <b>45</b> |
| TIME OFF IN LIEU OF OVERTIME – MAINTENANCE MECHANICS.....  | 45        |

|   |           |
|---|-----------|
| <b>LETTER OF UNDERSTANDING #6</b> .....               | <b>46</b> |
| LONG TERM DISABILITY .....                            | 46        |
| <b>LETTER OF UNDERSTANDING #7</b> .....               | <b>47</b> |
| EXTENDED HEALTH CARE BENEFITS .....                   | 47        |
| <b>LETTER OF UNDERSTANDING #8</b> .....               | <b>48</b> |
| EXTENDED TOUR (10 HOUR) .....                         | 48        |
| <b>LETTER OF UNDERSTANDING #9</b> .....               | <b>49</b> |
| EXTENDED TOUR (12 HOUR) – MAINTENANCE MECHANICS ..... | 49        |
| <b>LETTER OF UNDERSTANDING #10</b> .....              | <b>52</b> |
| TERMINATED EMPLOYEE RETROACTIVITY ELIGIBILITY .....   | 52        |

## **ARTICLE 1 – PURPOSE**

- 1.01** The purpose of this Collective Agreement is to set forth conditions of employment for the employees coming within the scope of this Agreement, and to maintain good and mutually beneficial relationships between the Company, its employees, and the Union.

## **ARTICLE 2 – INTERPRETATION**

In this Agreement:

### **2.01 Feminine/Masculine Pronouns**

Wherever the feminine pronoun is used in this Agreement, it includes the masculine pronoun and vice versa where the context so required.

- 2.02** "Basic rate" means her rate of pay as shown in Schedule "A", excluding overtime, premium time, and any other emolument.

- 2.03** "Call back" means called back to work for an employee not continuous with her scheduled starting time.

- 2.04** "Shift" means consecutive working hours scheduled for an employee. The day, measured on a midnight-to-midnight basis, during which the majority of the hours of a shift are worked shall determine the calendar day to which that shift belongs.

## **ARTICLE 3 – SCOPE**

- 3.01** The scope of this Agreement shall apply to all employees and students, employed during a school vacation period, of Mohawk Medbuy Corporation, employed in its Linen Supply and Service Division at 60 Chedmac Drive, Hamilton, save and except all production coordinators, supervisors, persons above the rank of supervisor, administrative staff, laboratory staff, persons employed for not more than thirty (30) hours per week, and students working under a co-operative educational programme.

- 3.02** Employees not covered by this Agreement shall not perform work normally assigned to employees in the bargaining unit except in the following circumstances:

- a) instructing or training
- b) evaluation or experimentation
- c) installation and/or implementation of new technology and/or procedures
- d) circumstances beyond the Company's control including customer's special requests
- e) when it is necessary to support production needs, to remove impediments; attend to congestion or delays in workflow; and/or to offset absenteeism; or

- f) when bargaining unit employees are not readily available.

It is further agreed that at no time shall the performance of a) to f) above by a Production Coordinator or Supervisor cause employees in the bargaining unit to work fewer than their normally scheduled hours.

## **ARTICLE 4 – COMPANY’S RESPONSIBILITY**

In accordance with the *Ontario Labour Relations Act*, the *Human Rights Code*, and the *Occupational Health & Safety Act* the Company accepts the following responsibilities:

**4.01** The Company recognizes the Union as the sole collective bargaining agent for all employees within the scope of this Agreement.

**4.02** The Company agrees:

- a) not to interfere with the rights of its employees designated within the scope of the Agreement to become or remain members of the Union, and there shall be no discriminations, interference, restraint, or coercion by the Company or any of its representatives against any employee because of Union membership.
- b) that during the term of this Agreement there shall be no lockout of employees.
- c) the Company and the Union recognize that employees have the right to freedom from harassment in the workplace by the Company, another employee or the Union and that employees have the right to equal treatment with respect to employment without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status, or disability in accordance with the provisions of the *Ontario Human Rights Code*.
- d) to allow a newly appointed employee, at an appropriate time during the employee’s regular scheduled working day, to meet the President of the Union, or her designate, for a period of up to fifteen (15) minutes, for the purpose of welcoming the employee to the Union and acquaint the employee with the collective agreement.
- e) an employee who believes that she has been harassed contrary to this provision may file a grievance under Article 10 of this Agreement.
- f) to treat their employees with justice and consideration.

**4.03** No employee shall be required or permitted to make any written or verbal agreement with the Company or its representative(s), which conflicts with the terms of this Agreement. However, this article does not prevent the Union, the Company, and an employee from reaching a mutually satisfactory agreement.

No individual employee or group of employees shall undertake to represent the Union at meetings with the Company without proper authorization from the Union provided a current list of Union Representatives is on file.

## **ARTICLE 5 – COMPANY RIGHTS**

- 5.01** Except as specifically abridged, delegated, granted, or modified by this Agreement, all the rights, powers, and authority of the Company are retained by the Company and remain exclusively and without limitation within the rights of the Company.
- 5.02** Without limiting the generality of the foregoing, the Company's rights include:
- a) the direction of the working forces, the right to plan, direct and control the operation of the Company; the right to introduce new and improved methods, facilities, equipment, the amount of supervision necessary, combining or splitting up departments, work schedules, establishment of standards of performance, the determination of the extent to which the Company will be operated and the increase or decrease in employment;
  - b) the sole and exclusive jurisdiction over all operations, buildings, machinery and equipment is vested in the Company.
- 5.03** In addition the Company's rights include:
- a) the right to maintain order, discipline and efficiency and in connection therewith, to make, alter and enforce from time-to-time rules and regulations, policies and practices, to be observed by its employees and the right to discipline or dismiss employees for just cause.
  - b) the right to select, hire, discipline, dismiss, transfer, assign to shifts, promote, demote, classify, layoff, recall and suspend employees and select employees for positions not covered by this Agreement.
  - c) the exercise of any of these rights will not be inconsistent with the provisions of this Agreement, nor shall these rights be used in a manner which would deprive any present employee of her employment except through just cause.

## **ARTICLE 6 – UNION'S RESPONSIBILITY**

In accordance with the *Ontario Labour Relations Act*, and the *Human Rights Code*, the Union accepts the following responsibilities:

- 6.01** The Union agrees that:
- a) all employees covered by this Agreement shall be deemed members in good

standing:

- b) no union activity shall take place on the premises or on any works project of the Company save as expressly authorized by this Agreement;
- c) while this Agreement is in operation, there shall be no strikes, suspension or slow down of work, picketing, or any other interference with the operations of the Company;
- d) it shall not discriminate against any member or person employed by the Company because of sex, age, race, creed, colour, nationality, political persuasion, ancestry, place of origin, sexual orientation, or disability;
- e) the Union will provide Company Administration with an up-to-date list of Officers, Stewards and Committee members in January of each year and notification of change in such list in April, July, and October of each year. It is agreed that the Company will not recognize employees as Stewards unless notified as required above.

## **ARTICLE 7 – UNION OFFICIALS**

**7.01** The Company acknowledges the right of the Union to appoint not more than four (4) employees who have completed their probationary period to act as Stewards.

**7.02** The Union agrees that:

- a) Stewards have regular duties which must be effectively and proficiently performed on behalf of the Company and that Stewards shall not leave their regular duties for the conduct of union business, without first obtaining permission from their Supervisor. Such permission will not be withheld unreasonably. When resuming their regular duties, Stewards shall report to their Supervisor.
- b) no employee who is a Union Official, Steward or committee member shall be exempt from any rules or regulations which apply to any other employee.

### **7.03 Labour/Management Committee**

The parties mutually agree that there are matters that would be beneficial if discussed at a Labour/Management Committee Meeting during the term of this Agreement. The Committee shall be comprised of an equal number of representatives of each party as mutually agreed and shall meet at a time and place mutually satisfactory. A request for a meeting hereunder will be made in writing prior to the date proposed and accompanied by an agenda of matters for discussion.

Where the parties agree that there are matters of mutual concern and interest that would be beneficial if discussed at a Labour/Management Committee meeting during the term of this Agreement, the following shall apply:

An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. A request for a meeting hereunder will be made in writing prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of grievance or negotiations for the amendment or renewal of this Agreement.

Any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.

Response to such matters discussed at such meetings shall be forwarded to the parties within thirty (30) days.

It is agreed that the topic of a rehabilitation program for drug and alcohol abuse is an appropriate topic for the Labour/Management Committee.

The Company will meet and inform the Union of major changes in working conditions and will discuss the effects of such changes on the employees concerned; such meeting to take place within thirty (30) days of such change.

The Labour/Management Committee will be a joint committee representing both full-time and on-call collective agreements.

## **ARTICLE 8 – UNION SECURITY**

- 8.01** A check-off of monthly union dues will apply to all employees beginning with the first pay following in which Union dues are regularly deducted. The amount of dues to be deducted shall be in accordance with the Union Bylaws and/or the Constitution of the Canadian Union of Public Employees. It shall not extend to special assessments or levies of any kind.
- 8.02** All deductions must, under the provisions of Article 8.01, be remitted every four (4) weeks to the proper authorized officials of the Union. A list of employees' names eligible for such deductions will be sent to the authorized Union Official. The Company will provide a list of temporary on-call employees together with a record of hours worked during the previous seven (7) week period which will include the employees' commencement date.
- 8.03** The Union agrees:
- a) to refund to the Company any amounts paid to the Union in error, on account of the check-off provision.
  - b) that the Company is not liable for any dues inadvertently missed during any check-off.

- 8.04** The Company will provide the Union with a list, monthly, of all hires, layoffs, recalls and terminations within the bargaining unit where such information is available or becomes readily available through the Company's payroll system.
- 8.05** The Company will provide each employee with a T-4 supplementary slip showing the dues deducted in the previous year for income tax purposes where such information is available or becomes readily available through the Company's payroll system.
- 8.06** Each employee shall have reasonable access to her personnel file for the purposes of reviewing any evaluations or formal disciplinary notations contained therein, in the presence of the President or designate. An employee has the right to request copies of any evaluations in this file.
- 8.07** The record of an employee shall not be used against him at any time after eighteen (18) months following a suspension or disciplinary action including letters of reprimand or any adverse reports, provided the employee's record has been discipline free during that eighteen (18) month period.

## **ARTICLE 9 – GRIEVANCES**

- 9.01** A grievance means a difference concerning the interpretation, applications, administration, or alleged violation of this Agreement.
- 9.02** The following types of grievances concerning the application of Article 9.01 are recognized:
- a) Employee Grievances – which shall be defined as the complaint of an individual and shall be filed at Step 1 of the grievance process.
  - b) Group Grievances – which shall be defined as the complaint of a group of employees and shall be filed at Step 2 of the grievance process.
  - c) Policy Grievances – which shall be defined as the complaint of the Union and shall be filed at Step 3 of the grievance process.
  - d) Company Grievances – which shall be defined as the complaint of the Company and shall be filed at Step 3 of the grievance process.
  - e) Dismissal Grievances – which shall be defined as a complaint by an employee that he has been dismissed without just cause and shall be filed at Step 3.

## **ARTICLE 10 – GRIEVANCE COMMITTEE/PROCEDURE**

- 10.01** Grievances must be initiated within nine (9) calendar days of their occurrence.

**10.02** The Company will recognize a Grievance Committee composed of the Local President, Chief Steward, and the Steward of Record, selected by the Union who has completed their probationary period. A National Representative of the Union may be present at any meeting of the Committee. The purpose of the Committee is to deal with complaints or grievances as set out in this Collective Agreement.

**10.03** Employees who are members of the Grievance Committee will be permitted to attend, without loss of pay, grievance procedure meetings with the representatives of the Company.

**10.04** If the Grievor is required to be present at meetings with the Company, she/he shall be granted leave to attend without loss of pay, if she is at work on that date, but not more than one (1) Grievor shall be present at any one time.

It is understood that for group grievances the Company will endeavour to schedule the grievance meeting at a time where the Grievor(s) may attend on their own time. It is understood that the attendance of Grievor(s) at the grievance meeting on their own time will be unpaid.

**10.05** At Steps 2 or 3 of the grievance procedure the Staff Representative of the Union may be added to this Committee.

**10.06** The Joint Grievance Committee shall consist of:

- a) the Grievance Committee and, if required, one (1) employee from the department involved, and;
- b) Company personnel as designated by the Senior Executive within Mohawk Medbuy Corporation's Linen Services Division.

**10.07** When an employee is discharged or suspended, she shall be given the reason in the presence of a Union Official if the employee so desires.

At the time formal discipline is imposed, or at any other stage of the grievance procedure, an employee shall have the right upon request to the presence of her steward. In the case of suspension or discharge, the Company shall notify the employee of her right in advance.

Wherever the Company deems it necessary to suspend or discharge an employee, the Company shall notify the Union of such suspension or discharge. The Company agrees that it will not suspend, or discharge or otherwise discipline an employee who has completed her probationary period, without just cause.

**10.08** Grievances shall be settled in the following manner:

**STEP NO. 1**

1. Verbally between an employee and her immediate Supervisor, or her designate.

Such grievance shall be discussed with the immediate Supervisor, or her designate within nine (9) calendar days after the circumstances giving rise to the grievance have occurred. If she wishes, the employee may be accompanied by a Union Official.

2. The immediate Supervisor, or her designate, will give her verbal answer within nine (9) calendar days from the date of presentation. Should the immediate Supervisor or her designate deny the grievance, the employee may return accompanied by a Union Official.

**STEP NO. 2** – if not settled at Step No. 1

1. The grievance shall be reduced to writing, signed by the grievor and submitted to Human Resources or her designate within seven (7) calendar days by the Chairperson or her designate of the Union Grievance Committee.
2. Representatives of the Company will meet with the Union Grievance Committee within seven (7) calendar days of the written grievances being received by Human Resources or her designate.
3. The Company will reply in writing to the Chairperson of the Union Grievance Committee within seven (7) calendar days after the meeting.
4. A group grievance shall begin at Step No. 2 within fourteen (14) calendar days of the circumstances giving rise to the grievance.

**STEP NO. 3** – if not settled at Step No. 2

1. Then, within fourteen (14) calendar days the Chairperson of the Union Grievance Committee may submit the written grievance to Human Resources or designate.
2. Within fourteen (14) calendar days of the grievance being received by Human Resources or designate, the Joint Grievance Committee will meet.
3. Human Resources or designate will send her written decision to the Union within fourteen (14) calendar days after the meeting of the Joint Grievance Committee.
4. In the case of a Union Policy grievance or Company grievance, such grievance may be submitted in writing within fourteen (14) calendar days of the circumstances giving rise to the grievance. A meeting between the Company and the Union shall be held within fourteen (14) calendar days of receipt of the written grievance and such meeting shall begin at Step No. 3 of the grievance procedure. The Company or the Union, as the case may be, shall give its written decision on the difference within fourteen (14) calendar days following such meeting.
5. Should an employee wish to grieve her dismissal, the procedure shall begin at Step No. 3, within fourteen (14) calendar days of the dismissal but not thereafter.
6. Within thirty-two (32) calendar days after the meeting of the Joint Grievance

Committee, either party may give written notice to the other of the intent to take the matter to Arbitration or it will be deemed to have been settled.

## **ARTICLE 11 – ARBITRATION**

- NOTE** Wherever Arbitration Board is referred to in the agreement, the parties may mutually agree in writing to substitute a single Arbitrator for the Arbitration Board at the time of reference to Arbitration and the other provisions referring to Arbitration Board shall appropriately apply.
- 11.01** Each of the parties hereto shall bear the expenses of the Arbitrator appointed by it and the parties hereto shall bear joint and equally the expense of the third member of the Board.
- 11.02** The Board of Arbitration appointed pursuant to the provisions of this Agreement has no jurisdiction to alter, amend, set aside, or add to or delete from any of the provisions herein contained or to render any decision which is inconsistent with the provisions of this Agreement.
- 11.03** An Arbitration Board may dispose of any discharge or discipline grievance in any manner which it considers just or equitable.

## **ARTICLE 12 – EMPLOYEE NEGOTIATING TEAM**

- 12.01** The Employee Negotiating Team may be composed of not more than three (3) members including the President, who shall be employees who have completed their probationary period, and the National Representative of the Union.
- 12.02** Employees, up to a maximum of three (3), who are members of the Employee Negotiating Team, will be permitted to attend, without loss of pay, meetings with the Company Negotiating Team for renewal of this Agreement. Such compensation is to be only for negotiations during that period leading up to and including meetings at Arbitration.

## **ARTICLE 13 – LEAVE OF ABSENCE**

- 13.01** Written request for a personal leave of absence without pay will be considered on an individual basis by the Company. Such requests are to be submitted in writing at least two (2) weeks, in advance, except in cases of emergency, and a written reply will be given within fourteen (14) days except in cases of emergency in which case a reply will be given as soon as possible.
- 13.02** The Company will grant leave of absence without pay to employees nominated by the Union to attend union functions provided that the number of employees nominated does not exceed five (5) at any one time, with no more than one (1) from Maintenance, to a total of sixty (60) scheduled working days in any one calendar year. Notice of such

request must be submitted in writing at least fourteen (14) days in advance. Providing such leave will not interfere with the operation of the Company, such request will not be unreasonably denied.

During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Company on the basis of what their normal regular hours of work would have been, provided that the Union reimburses the Company in the amount of such salary and applicable benefits within thirty (30) days of billing.

- 13.03** It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Company, both seniority and service will accrue.

During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefit under any provision of the collective agreement or elsewhere, shall be suspended; the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly.

During such unpaid absence, the Company will continue to pay its share of any subsidized employee benefits in which the employee is participating, providing the employee maintains their portion for the period of absence.

It is further understood that during such absence, credit for seniority for purposes of promotions, demotions, transfer, or layoff shall be suspended and not accrue during the period of absence. Notwithstanding this provision, seniority shall accrue during maternity leave or for a period of eighteen (18) months if an employee's absence is due to disability resulting in WSIB benefits.

- 13.04** An employee on leave of absence without pay will not be paid for recognized holiday or holidays which occur during her leave.

**13.05 Bereavement/Compassionate Leave**

Any employee who notifies the Company as soon as possible following bereavement will be granted bereavement leave for three (3) consecutive regularly scheduled working days off without loss of regular pay. Bereavement leave of up to three (3) consecutive working days will be taken within seven (7) calendar days in conjunction with the day of death, for purposes of mourning the death of a member of their immediate family. Immediate family member will consist of spouse, parent, child, grandchild, mother-in-law, father-in-law, sister, brother, stepfather, stepmother, brother-in-law, sister-in-law or grandparents of an employee or her spouse. In any event the employee shall not be entitled to receive any pay hereunder for any day upon which she would not otherwise have been scheduled to work for the Company. Additional leave of absence without pay will be granted for necessary travel time.

For the purpose of bereavement leave, the relationships specified in the preceding

clause are deemed to include a common-law spouse and a partner of the same sex.

An employee who notifies the Company as soon as possible following a bereavement will be granted a bereavement leave of one (1) scheduled working day off without loss of regular pay from regularly scheduled hours to attend the funeral of, or a memorial service (or equivalent) for her aunt, uncle, niece, or nephew.

### **13.06 Jury Duty**

Each employee who is summoned to and reports for jury duty as prescribed by applicable law (subject to the eligibility requirements set out below), shall be paid by the Company the difference between the employee's basic hourly rate for the number of hours that he otherwise would have been regularly scheduled to work and the daily jury duty fee paid by the Court. The Company's obligation to pay an employee for jury duty under this section is limited to a maximum of sixty (60) regularly scheduled working days in a calendar year, and in order to receive payment under this section, an employee must meet all of the following eligibility requirements:

- i) The employee shall have given twenty-four (24) hours notice to her immediate Supervisor that he has been summoned for jury duty.
- ii) The employee shall furnish satisfactory evidence to the Company that she reported for and performed jury duty on the days for which he claims payment.
- iii) The employee would otherwise have been scheduled to work for the Company on the day or days for which he claims payment.
- iv) The employee must produce to the Company a cheque or voucher from the Court showing the amount paid and the date in reference to which such payment is made.

### **13.07 Witness Duty**

The above conditions set out under Jury Duty also apply to Witness Duty if in connection with the Company or as a witness in a court proceeding in which the Crown is a party. At the discretion of the Company, Witness Duty, other than in connection with the Company, may be recognized.

### **13.08 Pregnancy Leave**

- a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such

time she shall also furnish the Company with the certificate of a legally qualified medical practitioner stating the expected birth date.

- c) The employee shall reconfirm her intention to return to work on the date originally approved in sub-section (b) above by written notification received by the Company at least two (2) weeks in advance thereof.
- d) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Company's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act*, shall be paid a supplemental unemployment benefit for a period not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between ninety-three percent (93%) of her normal weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Receipt by the Company of the employee's Employment Insurance cheque stubs shall constitute proof that she is in receipt of Employment Insurance pregnancy benefits.

The employee's normal weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to receive if she were not on pregnancy leave.

In addition to the foregoing, the Company will pay the employee ninety-three percent (93%) of her normal weekly earnings during the first one (1) week period of the leave while waiting to receive Employment Insurance benefits.

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

- e) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave.
- f) The Company will continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to seventeen (17) weeks while the employee is on pregnancy leave.
- g) Subject to any changes to the employee's status which would have occurred had she not been on pregnancy leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

### 13.09 Parental Leave

- a) Parental leaves will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- b) An employee, who qualifies for parental leave, shall give written notification of at least two (2) weeks in advance of the date of the commencement of such leave and the expected date of return.
- c) For purposes of this Article, a parent of a child is entitled to parental leave following the birth of a child or the coming of the child into the employee's custody, care, and control for the first time.
- d) The employee shall reconfirm her intention to return to work on the date originally approved in sub-section (b) above by written notification received by the Company at least two (2) weeks in advance thereof.
- e) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Company's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the *Employment Insurance Act*, shall be paid a supplemental unemployment benefit for a period not exceeding eleven (11) weeks. That benefit shall be equivalent to the difference between ninety-three percent (93%) of the employee's normal weekly earnings and the sum of his or her weekly Employment Insurance benefits and any other earnings. Receipt by the Company of the employee's Employment Insurance cheque stub will serve as proof that the employee is in receipt of Employment Insurance parental benefits.

Where an employee elects to receive parental leave benefits pursuant to Section 12(3)(b)(ii) of the *Employment Insurance Act*, the amount of any Supplemental Unemployment Benefit payable to the Company will be equal to what would have been payable had the employee elected to receive parental leave benefits pursuant to Section 12(3)(b)(i) of the *Employment Insurance Act*.

The employee's normal weekly earnings shall be determined by multiplying the employee's regular hourly rate on his or her last day worked prior to the commencement of the leave times the employee's normal weekly hours, plus any wage increase or salary increment that the employee would be entitled to if he or she were not on parental leave.

In addition to the foregoing, the Company shall pay the employee ninety-three percent (93%) of his or her normal weekly earnings during the first one (1) week period of the leave while waiting to receive Employment Insurance benefits.

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

- f) Credits for service and seniority shall accumulate while the employee is on parental leave for a period of up to sixty-one (61) weeks after the parental leave began, if the employee also took pregnancy leave, and sixty-three (63) weeks after the parental leave began for all other new parents.
- g) The Company will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the employee is participating while the employee is on parental leave for a period of up to sixty-one (61) weeks after the parental leave began, if the employee also took pregnancy leave, and sixty-three (63) weeks after the parental leave began for all other new parents.
- h) Subject to any changes to the employee's status which would have occurred had he or she not been on parental leave, the employee shall be reinstated to his or her former duties, on the same shift in the same department, and at the same rate of pay.

**13.10** An employee shall be granted leave of absence up to a maximum of one (1) scheduled working day for each occasion to attend a physician or dentist with whom such employee has an appointment. The employee will be allowed to use accumulated sick leave credits, either for a full day or a fraction of a day, to be paid for such time off. Use of leave of absence for this purpose shall not be considered as a break in service.

## **ARTICLE 14 – SENIORITY**

**14.01** Full-time employees will accumulate seniority on the basis of their continuous service in the bargaining unit from the last date of entering the bargaining unit except as provided herein.

A new employee will be considered on probation until he has completed sixty (60) days of work, within any twelve (12) calendar months.

Upon completion of the probationary period, he shall be credited with seniority equal to sixty (60) working days. With the written consent of the Company, the probationary employee and the President of the Local Union or designate, such probationary period may be extended. Any extensions agreed to will be in writing and will specify the length of the extension.

The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration unless the probationary employee is released for reasons which are arbitrary, discriminatory, in bad faith, or for exercising a right under this Agreement.

**14.02** On-Call employees working as General Linen Workers or Processors and who are transferred to full-time employee status will be deemed to have fulfilled their probationary obligation if such employee or employees each have worked a minimum of 1,870 hours during the immediate past two (2) years.

**14.03** The seniority of an employee will be given preference when considering demotions (except in the case of disciplinary demotions), layoffs, and in recalling employees from layoffs, provided the senior employee already possesses the necessary qualifications to perform the work available, as well as or better than a less senior employee.

In matters of promotion and transfer, appointment shall be made of the senior applicant able to meet the normal requirements of the job.

**14.04** An employee's seniority rating shall be broken and her employment deemed terminated by reason of:

- a) dismissal for just cause;
- b) voluntary resignation;
- c) failure to report for work after a layoff and after receipt of notice to report for her next regularly scheduled working days;
- d) absence without leave in excess of four (4) regularly scheduled working days, unless a justifiable reason is submitted to the Company;
- e) a layoff for more than twenty-four (24) months; and
- f) a student completing her work term as fixed by the Company during any applicable school vacation period.

**14.05** When an employee is subject to having her employment terminated for any reason other than disciplinary causes, the Company will offer any available employment to her provided that she has the basic qualifications. In interpreting this Article, an employee shall be considered to have the basic qualifications if she can perform the job in accordance with the Company's requirements after a trial period of not more than sixteen (16) regular scheduled working days. If no work is available for which the employee has the basic qualifications, the Company will assign the employee to a job being performed by an employee having less seniority provided the employee has the basic qualifications to perform the job.

An employee with less than five (5) years service who declines the Company's offer of such ultimate employment shall receive five percent (5%) of his accrued sick leave credits for each completed year of service from date of last hiring up to a maximum of twenty-five percent (25%) of his accrued sick leave credits.

**14.06** The Company agrees to post on all bulletin boards and provide the Union with, a seniority list in January and July of each calendar year. Such list to contain the employees' name and seniority dates.

Seniority, as set out on the posted seniority list, will be used for all of the purposes set out in the collective agreement, save and except for promotion and layoffs. For promotions and layoffs, the seniority list will be update to the end of the pay period prior to the date the job was posted, or the notice of layoff was given.

- 14.07** a) It is understood that an employee shall not be transferred by the Company to a position outside the bargaining unit without his consent except in the case of temporary assignments not exceeding six (6) months. Such employees on temporary assignments shall remain members of the bargaining unit and pay the applicable union dues.
- b) An employee who is transferred to a position outside the bargaining unit shall not, subject to (c) below, accumulate seniority. In the event the employee is returned by the Company to a position in the bargaining unit within eighteen (18) months of the transfer, she shall be credited with the seniority held at the time of transfer, and resume accumulation from the date of her return to the bargaining unit. An employee not returned to the bargaining unit within eighteen (18) months shall forfeit bargaining unit seniority.
- c) In the event an employee transferred out of the bargaining unit under (b) above is returned to the bargaining unit within a period of six (6) calendar months, she shall accumulate seniority during the period of time outside the bargaining unit.

**14.08** The Company undertakes to notify the Union in advance so far as practicable, of any technological changes which the Company has decided to introduce which will significantly change the status of employees within the bargaining unit. The Company agrees to discuss with the Union the effect of such technological changes of the employment status of employees and to consider practical ways and means of minimizing the adverse effect, if any, upon employees concerned. Employees with one or more years of continuous service who are subject to layoff under conditions referred to above, will be given notice of the impending change in employment status at the earliest reasonable time in keeping with the notification to the Union as above set forth and the requirements of the applicable law.

#### **Articles 14.09 to 14.19 - Layoffs and Recalls**

**14.09** The layoff of employees shall be made in reverse order on the basis of the seniority list, provided that the employees who are entitled to remain on the basis of seniority are willing and qualified to do the work which is available. When recalling employees who have been laid off, the recall will be made on the basis of seniority providing the employees are willing and qualified to do the work which is available.

**14.10** No new employees will be hired until those laid off have been given an opportunity for re-employment in accordance with Article 14.09.

- 14.11** a) In the event of a proposed layoff of a permanent or long-term nature or the elimination of a position within the bargaining unit, the Company shall:
- i) provide the Union with no less than three (3) months written notice of the proposed layoff or elimination of a position; and
  - ii) provide to the affected employee(s), if any, no less than three (3) months written notice of the layoff or pay in lieu thereof for employees with five (5) years or more full-time service.
  - iii) for employees with less than five (5) but more than two (2) years full-time service, written notice of three (3) months.
  - iv) for employees with less than two (2) but more than (1) year full-time service, one (1) month written notice.

NOTE: Where a proposed layoff results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provided in (i) above shall be considered notice to the Union of any subsequent layoff.

- b) Labour Management Committee

The Labour/Management Committee will meet not later than two (2) weeks after the notice referred to in Article 14.11 a) and will meet as frequently as is mutually agreed.

The Committee may identify and propose possible alternatives to the proposed layoff(s) or elimination of position(s).

The Labour/Management Committee, or where there is no consensus, the Committee members shall propose alternatives to cutbacks in the staffing to the President of the Company.

- c) Any disputes related to the foregoing procedures may be filed as a grievance commencing at the 3<sup>rd</sup> stage.
- d) Employee(s) in receipt of the notice of layoff pursuant to the above may:
- i) accept the layoff; or
  - ii) opt to receive the separation allowance as outlined in Article 14.18; or
  - iii) opt to retire, if eligible under the terms of the Hospitals of Ontario Pension Plan (HOOPP).

**14.12** In the event of a layoff of an employee, the Company shall pay its share of insured benefit premiums up to the end of the month in which the layoff occurs.

The employee may, if possible under the terms and conditions of the insurance benefits programmes, continue to pay the full premium cost of a benefit or benefits for up to three (3) months following the end of the month in which the layoff occurs. Such payment can be made through the payroll office of the Company provided that the employee informs the Company of his/her intent to do so at the time of the layoff and arranged with the Company the appropriate payment schedule.

**14.13** Notwithstanding the provisions in this Article, including Article 14.09, the Company agrees that in the event of a permanent layoff, the following procedure shall be followed:

1. All students shall be laid off first and not re-hired while any other employee is on layoff.
2. All On-Call employees shall be laid off next and not re-hired while any other full-time General Linen Worker is on layoff.
3. Then full-time employees may be laid off.

**14.14** a) Recognizing the principles of Article 14, the parties agree that a full-time employee about to be laid off may displace (bump) any employee with less seniority in the bargaining unit if the full-time employee originally subject to layoff has the ability to meet the normal requirements of the job. An employee so displaced shall be deemed to have been laid off.

b) An employee shall have the opportunity of recall from a layoff to an available opening in the same classification in order of seniority. The posting procedure in the collective agreement shall not apply until the recall process has been completed.

**14.15** The Company shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Company which notification shall be deemed to be received on the second day following the date of mailing. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report to work. The employee has seven (7) days to respond and then an additional seven (7) days to report for work. The employee is solely responsible for her proper address being on record with the Company.

**14.16** Employees on layoff shall be given preference for temporary full-time vacancies which are expected to exceed ten (10) 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 layoff.

**14.17** No full-time employee within the bargaining unit shall be laid off by reason of her duties being assigned to one or more on-call employees.

**14.18 Separation Allowance**

- a) Where an employee with five (5) or more years full-time service resigns within one (1) month after receiving notice of layoff pursuant to Article 14.11 that her position will be eliminated, she shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of eight (8) weeks' pay and, on production of receipts from an approved education programme within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of \$2,000.
- b) Where an employee with five (5) or more years full-time service resigns later than one (1) month after receiving notice pursuant to Article 14.11 that her position will be eliminated, he/she shall be entitled to a separation allowance of two (2) weeks' salary and, on production of receipts from an approved education programme within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of \$1,200.

**14.19** Prior to issuing notice of layoff in any classification(s), the Company may offer early retirement allowance to a sufficient number of employees eligible for early retirement under HOOPP within the classification(s) in order of seniority, to the extent that the maximum number of employees within a classification who elect early retirement is equivalent to the number of employees within the classification(s) who would otherwise receive notice of layoff under Article 14.11.

An employee who elects an early retirement option shall receive, following completion of the last day of work, a retirement allowance of one (1) week's salary for each year of service plus a pro-rated amount for any additional partial year of service to a maximum ceiling of twenty-six (26) weeks' salary.

**14.20 Bargaining Unit Transfer of Seniority & Service**

Effective April 1, 2009, an employee's seniority and service will be retained by an employee in the event the employee is successful in obtaining a position within the On-Call bargaining unit. Credit for seniority and service within the On-Call bargaining unit will be calculated at 1950 hours for seniority or service for each full year of active employment within the full-time bargaining unit.

**ARTICLE 15 – JOB VACANCIES AND TEMPORARY ASSIGNMENTS**

**15.01** Notices of full-time vacancies within the scope of this Agreement will be posted for not less than seven (7) calendar days prior to filling the vacancy so posted. The date upon which the vacancy is posted will be added on the job posting. Appointments to the permanent vacancies will be the most senior applicant able to meet the normal

requirements of the job. The successful candidate will have her name posted on the notice board. During such posting period the Company may temporarily fill the vacancy as it sees fit. The placement/appointment of the successful candidate will not be unreasonably withheld.

The successful applicant shall be allowed a trial period of up to three (3) months. Conditional on satisfactory service, such trial period shall become full-time after the period of three (3) months. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds herself unable to perform the duties of the new job classification, she shall be returned to her former position without loss of seniority and prior wages or salary. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to her former position without loss of seniority and prior wages or salary.

- 15.02** An employee temporarily assigned to a different job classification will be paid the next higher of her basic rate or that of the job classification to which she is temporarily assigned for all hours worked.
- 15.03** Any employee covered by this Agreement and who through advancing years or disablement through employment is unable to perform her regular duties shall be given the opportunity of performing work within her capabilities if such should be available.
- 15.04** Employees may be hired for a specific term not to exceed six (6) months, to replace an employee who will be on vacation, approved leave of absence, absence due to WSIB disability or sick leave. Employees may be hired for a specific term not to exceed six (6) months to perform a special non-recurring task. This term may be extended a further six (6) months on mutual agreement of the Union, employee, and Company. The period of employment of such persons will not exceed the absentee's leave or the length of the non-recurring task. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

This clause would not preclude such employees from using the job posting provision under the collective agreement and any successful applicant who has completed her probation period will be credited with the appropriate seniority.

The Company will outline to employees selected to fill vacancies and the Union, the circumstances giving rise to the vacancy, and the special conditions relating to such employment.

Employees appointed to such positions will pay union dues as required and outlined in this Agreement but will not be eligible to join the benefit plans outlined in Article 18.

In lieu of such benefits, employees covered under this Article will be paid an amount equivalent to the percentage in lieu negotiated or established for part-time employees. Such amount will not form part of the hourly rate for calculation of overtime.

**15.05** Vacancies on the day shift created as a result of an employee being absent due to either illness or leave of absence for a minimum period of six (6) weeks, shall be posted for interested afternoon shift employees to make application when it is known that the employee's absence is expected to be more than six (6) weeks. Notations shall be made on the posting that the vacancy is due to the absence of the employee.

The senior applicant who meets the normal requirements of the job shall be offered the position for the duration of the absence.

Upon return of the absent employee, the employee filling the position shall be returned to the afternoon shift.

In the event the absent employee does not return to work, and it is decided that this day shift position will be filled permanently, then the position will be posted again on the afternoon shift for full-time employees to apply.

The senior applicant who meets the normal requirements of the job in the classification shall be offered the day shift position.

## **ARTICLE 16 – VACATIONS**

- 16.01** a) Employees will state their vacation preference in writing by November 15<sup>th</sup> of each year, indicating their vacation preferences for the period from January 1<sup>st</sup> to December 31<sup>st</sup> for the immediate year following.
- b) Employees who have unscheduled vacation for the current vacation year as of August 31<sup>st</sup>, will be required to submit their preference for all remaining vacation by September 30<sup>th</sup>.

**16.02** Vacations will be allotted on a fair basis, and the resultant vacations schedule will be posted December 15<sup>th</sup> each year for vacation time approved for the immediate following year. All vacations shall be taken at the discretion of the Company.

Any dispute in the scheduling of vacation that cannot be resolved between all of the parties shall be decided upon the basis of seniority.

**16.03** Employees wishing to exchange vacation periods after they have been posted shall make such request in writing to the Company.

**16.04** Vacations earned during the period May 1<sup>st</sup> of the preceding year to April 30<sup>th</sup> of the current year shall be taken during the current calendar year.

**16.05** Vacation with pay at his attained basic rate, for employees working a schedule of 7.5 hours per day, will be granted for continuous service prior to May 1<sup>st</sup> of the current year for an employee who:

- a) has less than twelve (12) months: two (2) weeks annual vacation; payment for such vacation shall be pro-rated in accordance with his/her service.
- b) has completed twelve (12) months and thereafter to and including the second (2<sup>nd</sup>) year: two (2) weeks annual vacation with pay.
- c) will have completed two (2) years in the current calendar year and thereafter to and including the fifth (5<sup>th</sup>) year: three (3) weeks annual vacation with pay.
- d) will have completed five (5) years in the current calendar year, and thereafter to and including the twelfth (12<sup>th</sup>) year: four (4) weeks annual vacation with pay.
- e) will have completed twelve (12) years in the current calendar year, and thereafter to and including the twentieth (20<sup>th</sup>) year: five (5) weeks annual vacation with pay.
- f) will have completed twenty (20) years in the current calendar year, and thereafter to and including the thirtieth (30<sup>th</sup>) year: six (6) weeks annual vacation with pay.
- g) will have completed thirty (30) years in the current calendar year, and thereafter: seven (7) weeks annual vacation with pay.

**16.06** When a recognized holiday falls during her scheduled vacation, an employee may elect to receive an additional day's pay at her basic rate in lieu of the holiday. Failing such election, at the discretion of the Company, she shall be entitled to an additional day of the holiday to be granted at a time which will not interfere with the efficient operation of the Company and its responsibilities and obligations to its customers and members.

**16.07** Upon separation from the Company, an employee shall be paid vacation pay according to her vacation credits earned to the date of separation.

**16.08** Should an employee die while in the service of the Company, the unused portion of her vacation credits shall be turned over to her personal representative.

**16.09** Where an employee's scheduled vacation is interrupted due to serious illness, which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.

Where an employee's scheduled vacation is interrupted due to serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave.

The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits.

**16.10** Where an employee's vacation is interrupted due to bereavement, the employee shall be covered under Article 13.05 and will not be counted against the employee's vacation credits.

## ARTICLE 17 – RECOGNIZED HOLIDAYS

**17.01** Only the following days are recognized as holidays:

|                                    |  |
|------------------------------------|--|
| New Year's Day                     | Civic Holiday (1 <sup>st</sup> Monday in August) |
| Family Day                         | Labour Day                                       |
| Good Friday                        | Thanksgiving Day                                 |
| Victoria Day                       | Christmas Day                                    |
| Canada Day (July 1 <sup>st</sup> ) | Boxing Day                                       |

There shall be three (3) float days in each calendar year. The float days to be taken at a time mutually agreed between the Company and the employee concerned and must be taken during the calendar year in which they occur between Victoria Day and Labour Day.

In order to qualify for the floating holidays, the employee must have completed their probationary period and be of active employee status between Victoria and Labour Day.

**17.02** An employee may elect to be compensated for each recognized holiday at her basic rate or take a lieu day off with pay within the period of thirty (30) calendar days prior to or thirty (30) calendar days after the date of the holiday, such day to be selected by the Company. This election must be made for all holidays in a calendar year on or before October 15<sup>th</sup> of the preceding year. An employee shall not be compensated for any holiday if he:

- a) does not work on such holiday when he has been scheduled to do so unless a reason satisfactory to the Company is provided, or unless satisfactory proof of illness is provided.
- b) is absent on the scheduled working day immediately preceding or succeeding such holiday unless a justifiable reason has been submitted to the Company or has been absent from work by reason of any rights granted her under other provisions of this Agreement.
- c) does not, upon request, produce satisfactory proof of illness, occurring on the scheduled working day immediately preceding or succeeding such holiday.

**17.03** An employee called back to work on a holiday shall be paid according to Article 21.01 in addition to any holiday pay to which she is entitled.

**17.04** An employee will not have her schedule changed with the obvious purpose of depriving her of a holiday.

**17.05** All hours worked will be entered under the calendar day on which the shift begins.

**17.06** The Company will attempt to provide that every employee shall have at least Christmas Day or New Year's Day off where possible.

**17.07** An employee who works on a recognized holiday shall receive pay for the work performed at one and one-half (1-½) times her basic rate.

## **ARTICLE 18 – BENEFITS**

**18.01** Employees working regularly scheduled hours of more than thirty (30) hours per week:

- a) must join the Insurance Plans in effect;
- b) are entitled to not less than the current benefits of sick leave, Ontario Health Insurance Plan and Group Life Insurance Plan now in effect.

**18.02** Employees working regular scheduled hours of more than thirty (30) hours per week are entitled to not less than the current benefits of the Healthcare of Ontario Pension Plan now in effect.

**18.03** The Company agrees to pay:

- a) the Company's share of the premium as required by the Ontario Hospital Association, administering the Hospitals of Ontario Pension Plan.
- b) one hundred per cent (100%) of the current premium of the Group Life Insurance Plan now in effect.
- c) one hundred per cent (100%) of the current premium for standard ward coverage provided by the Ontario Health Insurance Plan until December 31, 1989. Should the present funding arrangements change and the premium system in place prior to January 1, 1990, be implemented again, the Company agrees to pay the full premium cost.

**18.04** If by law or mutual agreement a new plan should replace any of the existing plans in Article 18, the Company's contributions will be in an amount not less than the applied percentage made by the Company to the previously identified existing plans.

**18.05** a) The Sick Leave Plan attached hereto as Schedule "B" will remain in effect during the life of this Agreement.

b) Long-Term Disability Benefit

The Company will provide Long-Term Disability coverage under the Long-Term Disability portion of the Plan (HOODIP or equivalent plan as described in the August 1992 booklet (Part B)). For purposes of transfer date to the Long-Term Disability Plan, employees will be credited with their full-time service date. The Company agrees to contribute on behalf of each eligible employee covered by the collective agreement, seventy-five percent (75%) of the current premium under the HOODIP or equivalent plan as described in the August 1992 booklet (Part B).

**18.06** The Company agrees to contribute on behalf of each eligible employee covered by the collective agreement, seventy-five percent (75%) of the current premium under Extended Health Care Plan consisting of fifteen dollars (\$15.00) (single) and twenty-five dollars (\$25.00) (couple or family) deductible (no co-insurance) subject to the terms and conditions of such plan and with a seven dollar (\$7.00) maximum prescription fee subject to the Carrier's requirements as to a minimum enrolment, provided the balance of the monthly premium is paid by the employee through payroll deduction.

In addition to the standard benefits, coverage will include vision care (maximum \$250.00 every 24 months) as well as hearing aid allowance (\$500.00 per 60 consecutive months).

In addition to the above, the Extended Health Care policy coverage under Article 18.06 shall be changed as follows:

- a) Effective October 1, 2006, eligible drugs shall be those only obtainable by prescription from a licensed medical practitioner under the *Regulated Health Professions Act* and shall exclude over-the-counter medications.
- b) The drug plan shall be changed to generics only, (unless no substitution is indicated by the physician).
- c) Effective January 1, 2013:
  - i) Maximums per insured person per calendar year for the following paramedical services:
    - Chiropractor
    - Registered Massage Therapist
    - Naturopath (including x-rays)
    - Osteopath (including x-rays)
    - Physiotherapist
    - Podiatrist/Chiropodist (including x-rays)
    - Psychologist (including MSW/Clinical Counsellors)
    - Speech Therapist
    - Acupuncture (Effective August 1, 2022)

will be combined to \$1,000.00 per year.

- ii) All active plan members will be provided a Health Services Spending Account (HSSA) credits in the amount of \$300.00 annually to be used during the period from January 1<sup>st</sup> to December 31<sup>st</sup>.

Plan members can claim reimbursements from their HSSA to cover and/or supplement the cost of a wide variety of medical and dental expenses not covered by provincial health plans or Company benefit plans. Any eligible

medical expense as defined in the *Income Tax Act* can be reimbursed directly from your HSSA.

HSSA claims are required to be submitted for reimbursement no later than March 31<sup>st</sup> of the following year of incurring the cost.

HSSA credits will be available for a maximum of 2 years (January 1<sup>st</sup> to December 31<sup>st</sup>). Any outstanding balance in your HSSA at the end of the second calendar year; will be lost.

**18.07** The Company agrees to contribute 75% of the billed premiums towards coverage of eligible employees in the active employ of the Company under the Blue Cross #9 Dental Plan with the exception of regular recall oral examinations every nine (9) months or comparable coverage with another carrier (based on the current less one year ODA fee schedule as it may be updated from time to time); complete and partial dentures at 50/50 co-insurance to \$1,000 annual maximum; and crowns, bridgework and repairs to same at 50/50 co-insurance to \$1,000 annual maximum providing the balance of the monthly premium is paid by the employee through payroll deduction.

**18.08** a) Upon the completion of the probationary period and upon presentation of a receipt from each full-time employee, the Company will provide \$120.00 every twenty-four (24) months to each full-time employee who is required by the Company, as delineated below, to wear safety footwear during the course of their duties.

The Company will require all full-time represented employees working in the plant to wear steel toed safety shoes in the course of their duties.

- b) Effective (date of ratification), the Company will provide \$225.00 per calendar year to each full-time employee, in the Mechanic job classification, as a tool allowance. Payment of the tool allowance will be made January 1<sup>st</sup> of each year.
- c) Those members who have exhausted the allowable amount prior to the twenty-four (24) months will be eligible for replacement safety footwear should there be a demonstrated need. It is understood that the twenty-four (24) month eligibility will commence as of the date of the replacement.

### **18.09 Retirement Benefits**

The Company agrees to provide the basic Extended Health Care Plan coverage, excluding the Health Spending Account, to employees who retire early and have not reached age sixty-five (65) and who are in receipt of the Healthcare of Ontario's Pension Plan and were enrolled in the Extended Health Care Plan as an active employee at the time of retirement. The Company will contribute 50% towards the billed premiums of the Extended Health Care Plan provided the retiree regularly maintains their portion of the monthly premium. Benefits will be immediately discontinued should the premiums be two (2) months in arrears.

## **ARTICLE 19 – STANDARD HOURS OF WORK AND OVERTIME**

### **19.01 Standard Shift**

The standard shift of seven and one half (7.5) hours will embody the following conditions:

- a) The standard workweek will be thirty-seven and one-half (37.5) hours Saturday to Friday or seventy-five (75) hours within a two (2) week pay period.
- b) The standard workweek for a Sterile Processor will be thirty-seven and one-half (37.5) hours Saturday to Friday or seventy-five (75) hours within a two (2) week pay period, on rotating shifts.
- c) The standard workweek for a Maintenance Mechanic will be thirty-seven and one-half (37.5) hours Saturday to Friday or seventy-five (75) hours within a two (2) week pay period, on rotating shifts.
- d) It is understood that each shift is exclusive of a one-half (.5) hours unpaid meal period. The meal period shall be an uninterrupted period except in cases of emergency.
- e) The Company will schedule one (1) fifteen (15) minute rest period for each full half scheduled shift.
- f) Unless mutually agreed between the Company and the employee, no employee will be scheduled to work more than seven (7) consecutive workdays.
- g) Unless mutually agreed between the Company and the employee, at least one (1) weekend off in two (2) shall be scheduled and more frequently where possible.

In the event of any alteration of the existing master work schedule, the Company will first discuss with the Union to enable the Union to provide input and to discuss any employee concerns. It is understood that the Company will provide employees, where possible, a minimum of four (4) weeks advance notice of any modification to their "standard" work schedule.

### **19.02 Additional Rest Period**

When an employee performs authorized overtime work of at least three (3) hours duration, the Company will schedule a rest period of fifteen (15) minutes duration.

### **19.03 Definition of Overtime - Standard Shift**

Time and one-half (1-½) will be paid for each hour worked in excess of the standard shift as identified in 19.01 or in addition to the scheduled weekly hours which was

intended for such employee which are not to exceed seventy-five (75) hours in a pay period.

Time and one-half (1-½) will not be paid when hours worked result from an exchange of hours between employees, subject to Company approval.

#### **19.04 Overtime Premium and No Pyramiding**

The overtime rate shall be time and one-half (1-½) the employee's straight-time hourly rate.

Overtime premium will not be duplicated nor pyramided, nor shall other premiums be duplicated nor pyramided, nor shall the same hours worked be counted as part of the normal work week and also as hours for which the overtime premium is paid.

#### **19.05 Time Off in Lieu of Overtime**

Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked.

Time off in lieu may be taken on a mutually agreed upon basis between the employee and the Company. Such time off will be the equivalent of the premium rate the employee has earned for working overtime. The Company shall revert to payment of premium rate if time off is not taken within sixty (60) calendar days.

#### **19.06 Temporary Transfer**

Where an employee is assigned temporarily to perform the full duties and assume the responsibilities of a higher paying position in the bargaining unit the employee will be paid the next higher of her basic rate or that of the job classification to which she is temporarily assigned for all hours worked.

Where the Company temporarily assigns an employee to carry out the assigned responsibility of a classification outside the bargaining unit for a period in excess of one-half of one shift, the employee shall receive an allowance of four dollars (\$4.00) for each shift from the time of the assignment.

#### **19.07 Shift Premium**

A shift premium of seventy-five cents (\$.75) per hour will be paid as afternoon shift premium for all hours worked where the majority of their scheduled hours fall between 1500 and 0600 hours.

A shift premium of one dollar (\$1.00) per hour will be paid as night shift premium for all hours worked where the majority of their scheduled hours fall between 23:00 hours to 7:00 hours.

A shift premium of ninety cents (\$.90) per hour will be paid as weekend premium for all hours worked where the majority of their scheduled hours fall between 24:00 hours Friday and 24:00 hours Sunday, or such other forty-eight (48) hour period as may be agreed upon by the parties.

- 19.08** The provisions of this Article 19 shall not be construed to be a guarantee of or limitation upon the number of hours to be worked per day or per week or otherwise.

## **ARTICLE 20 – GENERAL**

- 20.01** The Union shall have the privilege of posting union notices on bulletin boards provided for that purpose by the Company. The bulletin boards shall be those already provided at the employees' entrance and the lunchroom. A copy of any postings will be provided to the Human Resources on the day of the posting.
- 20.02** The Company will continue its present practice regarding the supplying of uniforms.
- 20.03** The Joint Health and Safety Committee Terms of Reference, as developed by the committee on June 2006 will be amended from time to time and are attached to this Agreement as Appendix Schedule "C".
- 20.04** If required by the Company, an employee shall be entitled to a leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade her employment qualifications.

Where employees are required by the Company to take courses to upgrade or acquire new employment qualifications, the Company shall pay the full costs associated with the courses.

- 20.05** Where the Company identifies high risk areas where employees are exposed to infectious or communicable diseases for which there are available protective medications, such medications shall be provided at no cost to the employee.
- 20.06** The Company shall provide the Union in January and July of each calendar year, a mailing list including current addresses and phone numbers of all full-time members of the Local Union of the Canadian Union of Public Employees. Union members who do not want the Union to have this information shall notify the Company of such in writing by way of a completed authorization form distributed by the Company.

## **ARTICLE 21 – CALLBACK AND REPORTING PAY**

- 21.01** An employee called back will be paid at the rate of one and one-half (1-½) times her basic rate for each callback with a guaranteed minimum of four (4) hours for each callback. This Article 21.01 does not apply to an on-call employee.

- 21.02** Should an employee be called in and directed to report for duty by other than her customary transportation facilities he shall be provided with transportation by taxi from and to her home.
- 21.03** Employees who report for any regularly scheduled workday will be guaranteed at least four (4) hours of work, or if no work is available will be paid at least four (4) hours when work is not available due to conditions beyond the control of the Company. The reporting allowance outlined as herein shall not apply whenever an employee has received prior notice not to report for work.

## **ARTICLE 22 – CONTRACTING OUT**

- 22.01** The Company shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a layoff of any full-time employee, results from such contracting out. Contracting out to an employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off with similar terms and conditions of employment is not a breach of this provision.

## **ARTICLE 23 – WAGE SCHEDULE**

- 23.01** The regular straight time rates of pay are set out in Schedule "A" and shall remain in effect for the duration of this Agreement.

## **ARTICLE 24 – VALIDITY**

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

## **ARTICLE 25 – COPIES OF COLLECTIVE AGREEMENT**

- 25.01** The parties will share equally the costs of printing in booklet form sufficient copies of this Collective Agreement. The Company shall provide the Union with a copy of the contract on disk.

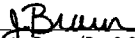
## ARTICLE 26 – DURATION

**26.01** This Agreement shall remain in full force until March 31, 2025, and from year to year thereafter unless either party notified the other in writing within three (3) months preceding the expiry date of the Agreement of its desire to bargain with a view to the renewal, with or without modifications, of this Agreement or the making of a new Agreement.

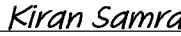
Signed electronically this 24<sup>th</sup> day of November, 2023.

### CUPE LOCAL 1605


### MOHAWK MEDBUY CORP

  
Jeanette Brown (Dec 6, 2023 12:43 EST)

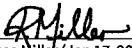
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Kiran Samra (Nov 27, 2023 09:23 EST)

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Ian Tabone (Jan 11, 2024 11:16 EST)

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Rebecca Miller (Jan 17, 2024 09:48 EST)

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## SCHEDULE "A" – WAGES

| Classification                      | Start | After 1<br>Year<br>Active<br>Service | After 2<br>Years<br>Active<br>Service | After 3<br>Years<br>Active<br>Service | After 4<br>Years<br>Active<br>Service | After 5<br>Years<br>Active<br>Service | After 6<br>Years<br>Active<br>Service |
|-------------------------------------|-------|--------------------------------------|---------------------------------------|---------------------------------------|---------------------------------------|---------------------------------------|---------------------------------------|
| <b>Effective April 1, 2020 (2%)</b> |       |                                      |                                       |                                       |                                       |                                       |                                       |
| General Linen Worker                | 18.38 | 18.57                                | 18.94                                 | 19.13                                 | 19.32                                 | 19.51                                 | 19.71                                 |
| Processor/Sterile Processor         | 19.50 | 19.70                                | 20.09                                 | 20.29                                 | 20.49                                 | 20.70                                 | 20.91                                 |
| Lead Hand                           | 23.56 |                                      |                                       |                                       |                                       |                                       |                                       |
| Maintenance Mechanic                | 31.13 |                                      |                                       |                                       |                                       |                                       |                                       |
| <b>Effective April 1, 2021 (2%)</b> |       |                                      |                                       |                                       |                                       |                                       |                                       |
| General Linen Worker                | 18.75 | 18.94                                | 19.32                                 | 19.51                                 | 19.70                                 | 19.90                                 | 20.10                                 |
| Processor / Sterile Processor       | 19.89 | 20.09                                | 20.49                                 | 20.70                                 | 20.90                                 | 21.11                                 | 21.32                                 |
| Lead Hand                           | 24.03 |                                      |                                       |                                       |                                       |                                       |                                       |
| Maintenance Mechanic                | 31.76 |                                      |                                       |                                       |                                       |                                       |                                       |
| <b>Effective April 1, 2022 (3%)</b> |       |                                      |                                       |                                       |                                       |                                       |                                       |
| General Linen Worker                | 19.31 | 19.50                                | 19.89                                 | 20.09                                 | 20.29                                 | 20.50                                 | 20.70                                 |
| Processor / Sterile Processor       | 20.49 | 20.69                                | 21.11                                 | 21.32                                 | 21.53                                 | 21.75                                 | 21.96                                 |
| Lead Hand                           | 24.76 |                                      |                                       |                                       |                                       |                                       |                                       |
| Maintenance Mechanic                | 32.71 |                                      |                                       |                                       |                                       |                                       |                                       |
| <b>Upon Ratification</b>            |       |                                      |                                       |                                       |                                       |                                       |                                       |
| General Linen Worker                | 19.60 | 19.80                                | 20.19                                 | 20.39                                 | 20.60                                 | 20.80                                 | 21.01                                 |
| Processor / Sterile Processor       | 20.80 | 21.00                                | 21.42                                 | 21.64                                 | 21.85                                 | 22.07                                 | 22.29                                 |
| Lead Hand                           | 25.13 |                                      |                                       |                                       |                                       |                                       |                                       |
| Maintenance Mechanic                | 36.00 |                                      |                                       |                                       |                                       |                                       |                                       |
| <b>Effective April 1, 2023 (3%)</b> |       |                                      |                                       |                                       |                                       |                                       |                                       |
| General Linen Worker                | 20.19 | 20.39                                | 20.80                                 | 21.01                                 | 21.22                                 | 21.43                                 | 21.64                                 |
| Processor / Sterile Processor       | 21.42 | 21.63                                | 22.07                                 | 22.29                                 | 22.51                                 | 22.74                                 | 22.96                                 |
| Lead Hand                           | 25.88 |                                      |                                       |                                       |                                       |                                       |                                       |
| Maintenance Mechanic                | 37.08 |                                      |                                       |                                       |                                       |                                       |                                       |
| <b>Effective April 1, 2024 (4%)</b> |       |                                      |                                       |                                       |                                       |                                       |                                       |
| General Linen Worker                | 21.00 | 21.21                                | 21.63                                 | 21.85                                 | 22.07                                 | 22.29                                 | 22.51                                 |
| Processor / Sterile Processor       | 22.28 | 22.50                                | 22.95                                 | 23.18                                 | 23.41                                 | 23.64                                 | 23.88                                 |
| Lead Hand                           | 26.92 |                                      |                                       |                                       |                                       |                                       |                                       |
| Maintenance Mechanic                | 38.56 |                                      |                                       |                                       |                                       |                                       |                                       |

### Scale Progression

Full-time employees shall progress on the wage grid on the basis of one year of active service.

## **SCHEDULE "B" – SICK LEAVE PLAN**

### **1. INTERPRETATION**

**1.01** In this Plan "standard rate of pay" does not include overtime, premium time or shift differential.

### **2. APPLICATION OF PLAN**

**2.01** Save as otherwise herein provided, the provisions of this Plan apply to all employees of the Company, except:

- a) persons whose normal work week is not more than thirty (30) hours; and
- b) persons whose employment is on an intermittent or part-time basis.

**2.02** Part-time employees working regularly for more than thirty (30) hours per week shall be entitled only to a commensurate proportion of the benefits under this Plan.

**2.03** A person whose employment by the Company is secondary to other employment or is only under the terms of a building trades agreement, is not entitled to any benefits under this Plan.

**2.04** A person sustaining any occupational injury or illness while engaged in employment other than his employment by the Company is not entitled to any benefits under this Plan, for any such occupational injury or illness.

### **3. ADMINISTRATION**

**3.01** The President is responsible for the administration of this Plan, including the keeping of all necessary records.

### **4. SICK LEAVE CREDIT ALLOWANCE**

**4.01** Save as herein otherwise provided, every employee who has completed their probation period is entitled for each month of service, to a sick leave credit of one and one quarter (1.25) days (9.375 hours), credited on the first day of the month following the month of service, and cumulative for a period of service, with no maximum.

### **5. ELIGIBILITY FOR SICK PAY**

**5.01** Subject to the other provisions of this Plan, an employee who has completed his probationary period is entitled to sick pay at his standard rate of pay for the number of working days he is absent from his employment:

- a) by reason of disability caused by factors over which he has no reasonable or immediate control; or
- b) when by reason of exposure to a contagious disease, the Management is satisfied

that his attendance at work might endanger the health of others.

## **6. PROCEDURE**

- 6.01** When an employee is absent due to disability, he shall on the first day of absence, make or cause to be made a report as to his disability to his supervisor, and he also, upon request, will furnish within three (3) days of the request, satisfactory evidence of his disability.
- 6.02** When the absence continues to the third working day, the employee shall furnish, upon the employee's return to work or before, a certificate of a duly qualified medical practitioner.
- 6.03** When the absence continues or is expected to continue beyond fourteen (14) days, the employee shall then make or cause to be made a report as to his disability to his supervisor and supported by a written opinion of a duly qualified medical practitioner, as to the expected duration of the period of disability, and if such disability continues longer than indicated in the said written opinion, another such written opinion shall be furnished.
- 6.04** An employee failing to file a doctor's certificate or other reasonable evidence as required by this Article within twenty-one (21) days of a request for the same may be considered as being absent without leave and is subject to have his name removed from the payroll on instructions of the President.

## **7. SICK PAY CHARGEABLE TO SICK LEAVE BANK**

- 7.01** All sick pay to be paid to any employee under the provisions of this Plan shall be charged against his accumulated sick leave credit, and no sick pay shall be paid to any employee whose sick leave credit is exhausted.
- 7.02** Only regular assigned working days form a part of an illness period and only such working days shall be charged against an employee's cumulative sick leave credit.
- 7.03** Recognized holidays and regular days off will not be paid from sick leave credits.

## **8. WHEN WORKERS' COMPENSATION BOARD AWARDS**

- 8.01** Where an employee is prevented from working for the Company on account of an occupational illness or accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the *Workers' Compensation Act*, the Company, on application from the employee will utilize the employee's accumulated sick leave credits to supplement the award made by the Workers' Compensation Board for loss of wages to the employee by such amount that the award of the Workers' Compensation Board for loss of wages, together with the supplementation of the Company, will equal 100% of the employee's net earnings, to the limit of the employee's accumulated sick leave credits. Where a WSIB top- up is currently provided from general revenue, it will be provided on the same basis except that it will continue to be provided from general

revenue.

## **8.02 Payment Pending WSIB Claim**

An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for Workers' Compensation for a period longer than one complete pay period may apply to the Employer for payment equivalent to the lesser of the benefit she would receive from Workers' Compensation if her claim was approved, or the benefit to which she would be entitled under the short-term sick leave plan. Payment will be provided only if the employee provides evidence of disability satisfactory to the Employer and a written undertaking satisfactory to the Company that any payments will be refunded to the Employer following final determination of the claim of the Workers' Compensation Board. If the claim for Workers' Compensation is not approved, the monies paid as an advance will be applied towards the benefits to which the employee should be entitled under the short-term sick leave plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

**8.03** In circumstances where accommodation is required, the Company will meet with the Union and the employee to discuss a program for such accommodation.

## **9. DISQUALIFICATION FOR SICK PAY**

**9.01** An employee is not entitled to sick pay:

- a) whose absence is due to pregnancy or childbirth; or
- b) during a period of layoff, or of leave of absence without pay.
- c) An employee shall not be entitled to sick leave pay for the first day of absence from work during the fourth and successive illnesses in any calendar year of employment.

## **10. LOSS OF ACCUMULATED SICK LEAVE**

**10.01** An employee loses his accumulated sick leave credits if he is discharged for cause.

## **11. SICK LEAVE GRATUITY**

**11.01** An employee with not less than five (5) years' seniority, shall on termination of employment for reasons other than discharge for just cause, receive fifty percent (50%) of his unused sick leave credit accumulation at his current rate of pay to a maximum of 1,860 hours.

**11.02** Upon retirement pursuant to any of the Company's Plans, an employee who has had unbroken service with the Company is entitled to a gratuity in an amount equal to his wages or salary for the whole number of days of sick leave allowance standing to his

credit, to a maximum of twenty-six (26) weeks at the rate received by him at date of retirement, or he may elect to receive the benefit as outlined in 11.01 above in lieu thereof.

## **12. APPLICATION OF CLAUSE 11**

**12.01** Clause 11 will apply:

- a) if, after a layoff, he fails to return to work within five (5) working days after notice given to return;
- b) upon the expiration of a period of twelve (12) months of layoff; or
- c) upon the expiration of a period of leave of absence if he does not return to work immediately on expiration of the leave of absence.

## **13. APPLICATION IN EVENT OF DEATH**

**13.01** When a person dies while still an employee of the Company, his personal representative is entitled to receive payment, or a gratuity calculated as above to date of death instead of to date of retirement.

# **SCHEDULE "C" – TERMS OF REFERENCE FOR THE JOINT OCCUPATIONAL HEALTH AND SAFETY COMMITTEE**

## **(June 2006)**

### **PREAMBLE**

In accordance with the *Occupational Health and Safety Act* of Ontario R.S.O. 1980, c. 321, a Joint Health and Safety Committee is established. Representation will be as required by the legislation.

The success of the Committee will be based on the following premises:

- a) The agreement of the parties that they desire to maintain standards of safety and health in order to prevent accidents, injury and illness.
- b) The agreement of the Company to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions.
- c) The ability of the Committee to identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- d) The full co-operation of all employees in the observation of all safety rules and practices.
- e) Furthermore, an effective Committee requires not only the commitment of the parties but the appointment or election of concerned, responsible representatives.

### **1. STRUCTURE OF THE COMMITTEE**

- 1.1** The Joint Health and Safety Committee (referred to hereinafter as "the Joint Committee") shall consist of at least two (2) Worker Representatives with equal representation from Management. At least one of the Worker Representatives will be selected or appointed by the Union (CUPE Local 1605) from amongst bargaining unit employees.

At least one (1) of the Worker Representatives and one (1) of the Company representatives will be "Certified" in Part I (general) and Part II (workplace specific requirements) according to the training requirements established by the WSIB under Section 4 (1).

Joint Committee members' names, certified status, and work locations shall be conspicuously posted in the workplace.

- 1.2** The Joint Committee shall meet every second month or more frequently at the call of the Chair.

- 1.3** There shall be two (2) Co-Chairpersons – one from the Management Representatives and one appointed or elected by the Worker Representatives on the Joint Committee. The Co-Chairpersons shall alternate chairing the meetings unless otherwise mutually agreed.
- 1.4** The Joint Committee may agree to invite additional person(s) to attend the meeting to provide additional information on a particular item of business but shall not participate in the regular business of the meeting.

## **2. FUNCTIONS OF THE JOINT COMMITTEE**

**2.1** The functions of the Joint Committee shall be:

- a) identify situations that may be a source of danger or hazard to workers;
- b) make recommendations to the Company and workers for improvement of the health and safety of workers;
- c) recommend to the Company and the workers the establishment, maintenance and monitoring of programs, measures and procedures respecting the health and safety of workers. The Company will respond to all safety related recommendations within twenty-one (21) days.
- d) obtain information from the Company respecting:
  - i) the identification of potential or existing hazards; and,
  - ii) health and safety experience and work practices and standards in similar or other industries of which the Company has knowledge.

## **3. INSPECTIONS**

**3.1** Inspections of the workplace shall be conducted regularly in accordance with the *Occupational Health and Safety Act*.

**3.2** All health and safety concerns raised during inspections will be recorded on an appropriate workplace inspection form. The Company will afford the workers such information and assistance as may be required.

**3.3** The Joint Health and Safety Committee will agree to scheduling for inspections.

## **4. MINUTES OF MEETINGS**

**4.1** The Joint Committee Co-Chairpersons will take the minutes. The Company will arrange for having the minutes typed and circulated to all members of the Joint Committee and they will be posted in a prominent place.

## **5. QUORUM**

- 5.1** The Joint Committee shall have equal representation from Workers and Management members present in order to conduct business. One Co-Chairperson must be present. The number of Management members shall not be greater than the number of Worker members and vice versa.

## **6. PAYMENT FOR ATTENDANCE AT MEETINGS**

- 6.1** All time spent by Committee members as is necessary to carry out responsibilities under the *O.H.S. Act* will be paid as outlined under Section 9 (35).

## **7. MEETING AGENDA**

- 7.1** The Co-Chairpersons will prepare an Agenda and forward a copy of the Agenda to all Committee members at least one (1) week in advance of the meeting.
- 7.2** Resolve of matters outstanding after three (3) consecutive meetings will be referred to the President or his designate who may if deemed necessary consult with an outside agency.

## **8. INCIDENT INVESTIGATIONS**

- 8.1** Incidents of a serious nature, such as a critical injury, will be investigated by a Worker Representative and a Company Representative of the Committee, in conjunction with the Supervisor of the injured employee.

## **9. MINISTRY OF LABOUR VISITS**

- 9.1** A Worker Representative and Company Representative of the Committee will participate in visits and workplace inspections by Ministry of Labour inspectors.

## **10. REFUSAL TO WORK SITUATIONS**

- 10.1** Committee members, and Certified members in particular, have specific duties and responsibilities in the investigation, communication and resolution of a Refusal to Work situation. Refer to *Occupational Health & Safety Act*, Part V, Section 43 for legislated requirements, and MHSI Policy and Procedure 12.1.

## **11. GENERAL**

- 11.1** All employees must meet the responsibilities outlined under the *O.H.S. Act* and report hazards to their immediate Supervisor before bringing the problem to the attention of the Committee.

- 11.2** Committee members will ensure the factual basis of all complaints before presenting them to the Committee.
- 11.3** Medical or trade secret information will be kept confidential by all Committee members.
- 11.4** Committee members will promote health and safety in their daily work activities and in communication with other employees.
- 11.5** In between scheduled meetings, Committee members will work diligently to resolve outstanding items and otherwise improve health and safety in our workplace.

# Letter of Understanding #1

between  
Mohawk Medbuy Corporation  
and  
CUPE and its Local 1605.00

## Safety Shoe Allowance

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The parties have agreed to the following Safety Shoe Allowance provision in relation to Article 18.07 (a) of the Collective Agreement.

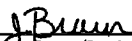
1. Employees, eligible for safety shoe allowance, who purchase safety shoes for less than the \$120.00 safety shoe allowance, will be allowed to roll over the balance of the allowance to the next safety shoe purchase period (24 months).
2. It is understood that employees will be eligible to roll over their safety shoe allowance balance for only one safety shoe purchase period. Any outstanding balances at the end of the second safety shoe purchase period will be lost.

This Agreement shall remain in force for the duration of this Collective Agreement.

Signed electronically this 24<sup>th</sup> day of November, 2023.

### CUPE LOCAL 1605


### MOHAWK MEDBUY CORP

  
Jeanette Brown (Dec 6, 2023 12:43 EST)

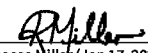
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Kiran Samra (Nov 27, 2023 09:23 EST)

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Ian Cabore (Jan 11, 2024 11:16 EST)

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Rebecca Miller (Jan 17, 2024 09:48 EST)

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# Letter of Understanding #2

between  
Mohawk Medbuy Corporation  
and  
CUPE and its Local 1605.00

## Disabled Workers

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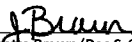
The Company and the Union are committed to meet the needs of disabled workers. To that end, the parties agree to take a proactive approach in the return of disabled workers to a safe and productive return to work program, as soon as it is physically possible.

This agreement shall remain in force for the duration of this Collective Agreement.

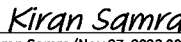
Signed electronically this 24<sup>th</sup> day of November, 2023.

### CUPE LOCAL 1605


### MOHAWK MEDBUY CORP

  
Jeanette Brown (Dec 6, 2023 12:43 EST)

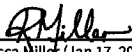
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Kiran Samra (Nov 27, 2023 09:23 EST)

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Ian Tabone (Jan 11, 2024 11:16 EST)

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Rebecca Miller (Jan 17, 2024 09:48 EST)

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# Letter of Understanding #3

between  
Mohawk Medbuy Corporation  
and  
CUPE and its Local 1605.00

## Students

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The parties are in agreement that should the Company employ students, said students will be hired under the On-Call Collective Agreement.

This agreement shall remain in force for the duration of this Collective Agreement.

Signed electronically this 24<sup>th</sup> day of November, 2023.

### CUPE LOCAL 1605

### MOHAWK MEDBUY CORP

  
\_\_\_\_\_  
Jeanette Brown (Dec 6, 2023 12:43 EST)

  
\_\_\_\_\_  
Kiran Samra (Nov 27, 2023 09:23 EST)

  
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Ian LaBore (Jan 11, 2024 11:16 EST)

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\_\_\_\_\_  
Rebecca Miller (Jan 17, 2024 09:48 EST)

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# Letter of Understanding #4

between  
Mohawk Medbuy Corporation  
and  
CUPE and its Local 1605.00

## Consecutive Weekend

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The parties are in agreement that where employee's who are scheduled to work a regular shift rotation be scheduled to work two (2) consecutive weekends, the employee will receive premium pay at time and one-half for the 2<sup>nd</sup> consecutive weekend worked. Such shall not apply where:

- Such weekend has been worked by the employee to satisfy specific days off requested by such employee, or
- Such employee has requested weekend work, or
- Such weekend has been worked as the result of an exchange of shifts with another employee.

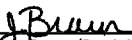
A weekend is defined as a minimum of fifty-six (56) consecutive hours off work between the completion of the last tour worked on Friday and the commencement of the next tour on Monday.

This agreement shall remain in force for the duration of this Collective Agreement.


Signed electronically this 24<sup>th</sup> day of November, 2023.

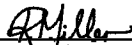
### CUPE LOCAL 1605

### MOHAWK MEDBUY CORP

  
Jeanette Brown (Dec 6, 2023 12:43 EST)

  
Kiran Samra (Nov 27, 2023 09:23 EST)

  
Ian Tabone (Jan 11, 2024 11:16 EST)

  
Rebecca Miller (Jan 17, 2024 09:48 EST)

# Letter of Understanding #5

between  
Mohawk Medbuy Corporation  
and  
CUPE and its Local 1605.00

## Time Off in Lieu of Overtime – Maintenance Mechanics

The parties are in agreement that Maintenance Mechanics will be eligible to bank overtime up to a maximum of two (2) weeks of time off in lieu of overtime. It is understood that the banked time must be taken at a mutually agreeable time within the calendar year the time was banked.

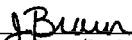
Consideration will be given to rolling over banked lieu time when the banked hours result in overtime worked in the months of November and December of a calendar year.

This agreement shall remain in force for the duration of this Collective Agreement.


Signed electronically this 24<sup>th</sup> day of November, 2023.


### **CUPE LOCAL 1605**

### **MOHAWK MEDBUY CORP**

  
Jeanette Brown (Dec 6, 2023 12:43 EST)

  
Kiran Samra (Nov 27, 2023 09:23 EST)

  
Ian Tabone (Jan 11, 2024 11:16 EST)

  
Rebecca Miller (Jan 17, 2024 09:48 EST)

# Letter of Understanding #6

between  
Mohawk Medbuy Corporation  
and  
CUPE and its Local 1605.00

## Long Term Disability


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
This letter is to confirm the parties' agreement in the effective date for eligible employees to be transferred to the long-term disability plan. For the purposes of transfer to the long-term portion of said plan, employees will be given full credit for their service for application towards the long-term portion of the disability program.

This agreement shall remain in force for the duration of the Collective Agreement.

Signed electronically this 24<sup>th</sup> day of November, 2023.

### CUPE LOCAL 1605

  
Jeanette Brown (Dec 6, 2023 12:43 EST)

  
Ian Sobole (Jan 11, 2024 11:16 EST)

  
Rebecca Miller (Jan 17, 2024 09:48 EST)

### MOHAWK MEDBUY CORP

  
Kiran Samra (Nov 27, 2023 09:23 EST)

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# Letter of Understanding #7

between  
Mohawk Medbuy Corporation  
and  
CUPE and its Local 1605.00

## Extended Health Care Benefits

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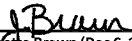
This letter is to confirm the parties' agreement with regard to enrollment to the Extended Health Care Benefit Plan. Those eligible employees, who previously declined enrollment as a result of alternative coverage, will now have a window of opportunity to join the Extended Health Care within 30 calendar days following the date of ratification.


It is understood that employees will be required to participate in the Extended Health Care Benefit Plan for one (1) year to be eligible for the co-pay Early Retirement Benefit coverage.


This agreement shall remain in force for the duration of this Collective Agreement.

Signed electronically this 24<sup>th</sup> day of November, 2023.

### CUPE LOCAL 1605

  
\_\_\_\_\_  
Jeanette Brown (Dec 6, 2023 12:43 EST)

  
\_\_\_\_\_  
Ian Tabone (Jan 11, 2024 11:16 EST)

  
\_\_\_\_\_  
Rebecca Miller (Jan 17, 2024 09:48 EST)

### MOHAWK MEDBUY CORP

  
\_\_\_\_\_  
Kiran Samra (Nov 27, 2023 09:23 EST)

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# Letter of Understanding #8

between  
Mohawk Medbuy Corporation  
and  
CUPE and its Local 1605.00

## Extended Tour (10 Hour)

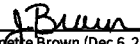
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
This letter is to confirm the parties' agreement that should the Company implement ten (10) hour Extended Tours, the terms, and conditions of said extended tour will be agreed to in the form of a Letter of Understanding.

This agreement shall remain in force for the duration of this Collective Agreement.

Signed electronically this 24<sup>th</sup> day of November, 2023.

### CUPE LOCAL 1605

  
Jeanette Brown (Dec 6, 2023 12:43 EST)

  
Ian Osborne (Jan 11, 2024 11:16 EST)

  
Rebecca Miller (Jan 17, 2024 09:48 EST)

### MOHAWK MEDBUY CORP

  
Kiran Samra (Nov 27, 2023 09:23 EST)

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## **Letter of Understanding #9**

between  
Mohawk Medbuy Corporation  
and  
CUPE and its Local 1605.00

### **Extended Tour (12 hour) – Maintenance Mechanics**

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The parties have agreed to the following Extended Tour provisions for the Maintenance Mechanics.

The purpose of this Letter of Understanding is to vary certain terms of the Collective Agreement for the scheduling of an extended tour schedule. With the exception of specific variations set for in this Letter of Understanding, all other conditions and terms of the current Collective Agreement shall remain in force and in effect.

It is understood that insofar as any provision of this Letter of Understanding is in conflict with any provision of the current Collective Agreement, the provision of this Letter of Understanding shall prevail.

The twelve (12) hour extended tour work schedule will embody the following conditions:

1. The normal daily extended tour shall be 11.25 consecutive hours in any twenty-four (24) hour period, exclusive of a total of forty-five (45) minutes of unpaid mealtime. Subject to exigencies, employees shall be entitled to paid relief period during the tour to a total of forty-five (45) minutes.
2. A weekend premium of ninety cents (\$0.90) per hour will be paid as a premium for all hours worked between 24:00 hours Friday and 24:00 hours Sunday, or such other forty-eight (48) hour period as may be agreed upon by the parties. Shift premium shall not be paid if the employee's hours of work before 6:00 A.M. or after 3:00 P.M. are overtime.
3. At least one (1) weekend off in two (2) shall be scheduled and more frequently where possible. Where an employee is scheduled to work two (2) consecutive weekends, the employee will receive premium pay, at one and one-half (1 ½) times the employee's regular straight time hourly rate, for the 2<sup>nd</sup> consecutive weekend worked.

Such shall not apply where:

- Such weekend has been worked by the employee to satisfy specific days off requested by such employee, or
- Such employee has requested weekend work, or
- Such weekend has been worked as the result of an exchange of shifts with another employee.

A weekend is defined as a minimum of fifty-six (56) consecutive hours off work between

the completion of the last tour worked on Friday and the commencement of the next tour on Monday.

4. An employee shall not be required to work consecutive tours totaling more than thirty-three (33) hours and forty-five (45) minutes without written mutual consent. If the employee is required to work consecutive tours totaling more than thirty-three (33) hours and forty-five (45) minutes without aforesaid consent, he shall be paid premium pay at one and one-half (1 ½) times the employee's regular straight time hourly rate. It is understood that any hours paid as premium pay will be excluded in the calculation of the thirty-three (33) hours and forty-five (45) minutes.
5. There shall be a minimum of twelve (12) hours scheduled off between tours of duty. Should the Company schedule less than twelve (12) hours between tours, the employee shall be paid premium, at one and one-half (1 ½) times the employee's regular straight time hourly rate, for the entire tour worked. Such shall not apply where the Company and the employee mutually agreed not to schedule twelve (12) hours off between tours of duty.
6. Time and one-half (1 ½) will be paid for each hour worked in excess of the standard tour of eleven and one quarter (11.25) hours or in addition to the scheduled weekly hours intended for such employee.

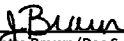
Such shall not apply where:

- Such hours has been worked by the employee to satisfy specific days off requested by such employee, or
  - Such hours have been requested, or
  - Such hours has been worked as the result of an exchange of shifts with another employee.
7. Employees shall receive ten (10) recognized holidays consisting of seven and one-half (7.5) hours each and three (3) float days each consisting of 11.25 hours.
  8. Employees shall be entitled to Bereavement Leave of 11.25 hours per shift.
  9. It is understood that vacation will be taken based on hours at the entitlement weeks at 37.5 hour per week.


The twelve (12) hour work schedule may be discontinued upon the Company or the Union giving written notice to the other party requesting termination of this letter of agreement. The parties will arrange to meet within thirty (30) calendar days of the written notice to discuss the circumstances surrounding the request and the potential effective date of the termination of the letter of agreement. If the parties are unable to effect a resolution, either party may upon written notice effect the termination of the agreement with ninety (90) calendar days.

Signed electronically this 24<sup>th</sup> day of November, 2023.


**CUPE LOCAL 1605**

  
Jeanette Brown (Dec 6, 2023 12:43 EST)

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Ian Tabone (Jan 11, 2024 11:16 EST)

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Rebecca Miller (Jan 17, 2024 09:48 EST)

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**MOHAWK MEDBUY CORP**

  
Kiran Samra (Nov 27, 2023 09:23 EST)

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# Letter of Understanding #10

between  
Mohawk Medbuy Corporation  
and  
CUPE and its Local 1605.00

## Terminated Employee Retroactivity Eligibility

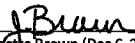
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Upon ratification of the collective agreement, retroactive pay shall only be paid to those employees who retired or were terminated for cause after the completion of their probationary period from the Mohawk Medbuy Corporation during the period from April 1, 2020 to the date of ratification.


Signed electronically this 24<sup>th</sup> day of November, 2023.


### CUPE LOCAL 1605

### MOHAWK MEDBUY CORP

  
\_\_\_\_\_  
Jeanette Brown (Dec 6, 2023 12:43 EST)

  
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Kiran Samra (Nov 27, 2023 09:23 EST)

  
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Ian Carbone (Jan 11, 2024 11:16 EST)

  
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Rebecca Miller (Jan 17, 2024 09:48 EST)

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