

COLLECTIVE AGREEMENT

~between~

Mohawk Medbuy Corporation
(hereinafter referred to as the "Company")



~and~

**The Canadian Union of Public Employees,
and its Local 1605.01 (On-Call Unit)**
(hereinafter referred to as the "Union")

CUPE

Term: April 1, 2020 to March 31, 2025

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ARTICLE 1 – PREAMBLE

1.01 Preamble

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 requires.

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 in a day 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.

2.05 "Students" are defined as those persons hired during the school vacation period. It is agreed that the school vacation period includes the Christmas holiday and spring break period as designated by the applicable high school, college or university, and the period commencing May 1st to Labour Day weekend in each year. The Company hires such students for the purpose of vacation replacement. Such students may work up to thirty-seven and one-half (37.5) hours per week. The Company accepts that it will not utilize such students under the provisions of Article 15.04 of the Full-time Collective Agreement between the Company and CUPE Local 1605. It will not be the practice of the Company to reduce On-Call hours through the utilization of students.

2.06 Thirty (30) hour scheduled employees are defined as regularly scheduled for sixty (60) hours within a two (2) week pay period, working Saturday to Friday. They shall receive notice of the schedule no later than Monday of the prior week. These employees shall receive in the way of benefits the benefits in lieu under Article 18.01 and they shall not be entitled to any benefits or other language under the Full-time Collective Agreement.

ARTICLE 3 – SCOPE

- 3.01** The scope of this Agreement shall apply to all employees of Mohawk Medbuy Corporation, in its Linen Supply and Service Division at 60 Chedmac Drive, Hamilton, regularly employed for not more than thirty (30) hours per week and students employed during the school vacation period, save and except all production coordinators, supervisors, persons above the rank of supervisor, administrative staff, laboratory staff, and the employees in the bargaining unit for which any trade union held bargaining rights on January 29, 1992.
- 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 Employer'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 handicap in accordance with the provisions of the *Ontario Human Rights Code*;
- d) to allow a newly appointed bargaining unit employee, at an appropriate time during the employee's 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 acquainting the employee with the collective agreement;
- e) an employee who believes that she has been harassed contrary to this position may file a grievance under Article 10 of the 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.

4.04 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 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, or sexual orientation, or disability;
- e) the Union will provide the Company with an up-to-date list of officers, stewards and committee members on an annual basis or as changed. It is agreed that the Company will not recognize employees as union officials unless notified in writing, as required above.

ARTICLE 7 – UNION OFFICIALS

7.01 The Company acknowledges the right of the Union to appoint not more than three (3) 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.

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

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) that is required to leave work to attend such meetings shall attend without loss of pay for the hours that she would normally have worked on that day.

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.

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 bargaining unit employees together with a record of hours worked during the previous seven (7) week period.
- 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;
 - c) the Union will indemnify and hold the Company harmless from any liability that may be assessed, by reason of the Company's compliance with Articles 8.01, 8.02 and 8.03.
- 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 a Company official. 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 her at any time after twenty-three hundred and forty (2,340) hours worked as an employee following a suspension or disciplinary action including letters of reprimand or any adverse reports, provided the employee's record has been discipline free during the twenty-three hundred and forty (2,340) hours worked.

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 grievance procedure meetings, with a representative of the Company. If such an employee is required to leave work to attend such meetings, then the employee in those circumstances shall attend without loss of pay for the hours that he would normally have worked on that date.

10.04 If a grievor is required to be present at meetings with the Company, she 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 grievors 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 Union Grievance Committee as defined in Article 10.02, and;
- b) Company personnel as designated by the Senior Executive within Mohawk Medbuy Corporation's Linen Services Division.

10.07 At the time formal discipline is imposed, or at any other stage of the grievance procedure, an employee shall be advised of their right to the presence of a union official. In the case of suspension or a discharge, the Company shall notify the employee of her right in advance.

It is understood and agreed that the absence of a union official shall not prejudice any disciplinary action including discharge.

Whenever 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.

It is agreed and understood that probationary employees may be discharged where the Company determines it has 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 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 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 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 Administration 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 requests for a personal leave of absence without pay will be considered on an individual basis by the Company. It is agreed and understood that members of this bargaining unit are used primarily to fill vacancies, temporarily created, through absences of permanent, full-time employees, for sickness, vacations or otherwise. The need for bargaining unit employees is paramount during May to September, March Break, Easter vacation, and the Christmas holiday period. As such, leave of absence during these specific periods would only be granted in exceptional personal circumstances. Requests for leave of absence 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 in fourteen (14) days, except in cases of emergency, in which case a reply will be given as soon as possible. The granting of such leave will not be unreasonably withheld.
- 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 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 An employee on leave of absence without pay will not be paid for recognized holiday or holidays which occur during her leave.

13.04 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 subsection (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 Supplementary 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 23 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 unemployment insurance benefits and any other earnings. Receipt by the Company of the employee's unemployment 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 on the basis of what the employee's normal regular hours of work would have been.
- f) The Company will continue to pay the percentage in lieu of benefits and its share of pension contributions during the period of pregnancy leave. The Company will register those benefits as part of the Supplemental Unemployment Benefit Plan with the Canada Employment Insurance Commission.
- 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.

13.05 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 the purposes of this article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.
- d) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (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 unemployment 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 Benefits payable by 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 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 otherwise, while the employee is on parental leave on the basis of what the employee's normal regular hours of work would have been.
- g) The Company will continue to pay the percentage in lieu of benefits and its share of the pension contribution for a period of up to eleven (11) weeks while the employee is on parental leave. The Company will register these benefits with the Unemployment Benefit Plan.
- 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 her former duties, on the same shift in the same department, and at the same rate of pay.

13.06 Vacations

Vacations for employees covered under the On-Call Collective Agreement would be unpaid leave of absences.

Employees will state their vacation preference in writing by November 15th of each year, indicating their vacation preferences for the period from January 1st to December 31st for the immediate year following.

Employees who have unscheduled vacation for the current vacation year as of August 31st, will be required to submit their preference for all remaining vacation by September 30th.

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

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

Scheduled 30-hour employees may request up to the following number of weeks unpaid leave of absence for vacation purposes, based on hours worked effective the 1991 tax year as follows:

Hours Worked	Weeks Entitlement
1,950 to 3,900	2 weeks
3,901 to 9,749	3 weeks
9,750 to 18,720	4 weeks
18,721 to 31,200	5 weeks
31,201 to 46,800	6 weeks
46,801 or greater	7 weeks

13.07 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.

13.08 Personal Paid Leave

An employee shall be granted 1 shift (7.5 hours) paid personal leave of absence per calendar year. Notices of such requests are to be made fourteen (14) days in advance and are subject to Management approval. Employees will accrue seniority and service during an approved paid leave of absence.

It is understood that the paid personal leave of absence shall not contribute as hours worked for purposes of overtime. It is further understood that unused paid personal leave of absence shifts (7.5 hours) cannot be carried forward into the next calendar year.

The above paid personal leave may be requested on Christmas or New Years Day.

13.09 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.

13.10 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.

ARTICLE 14 – SENIORITY

14.01 Probationary Period

In accordance with the *Ontario Labour Relations Act*, the Union and the Company have agreed to establish a probationary period for a new employee and that a lesser standard than just cause shall apply in the event that such employee is discharged by the Company (See Article 10.07).

A new employee will be considered on probation until he has completed sixty (60) days of work (or 450 hours of work for employees whose regular hours of work are other than the standard workday), within any twelve (12) calendar months.

Upon completion of the probationary period, he shall be credited with seniority equal to sixty (60) working days (or 450 hours). 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 extension 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.

An employee who has completed the probation period in the full-time collective agreement is considered to have completed probation in the part time collective agreement.

14.02 Definition of Seniority

1. Employees covered by this Agreement will accrue seniority on the basis of one (1) year's seniority for each nineteen hundred and fifty (1,950) hours worked in the bargaining unit from the last date of hire.
2. It is understood that an employee shall accrue seniority for a period of fourteen (14) months if absent due to disability resulting in WSIB benefits.

14.03 Demotion, Layoff, Recall, Promotion and Transfer

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 promotions, appointment shall be made of the senior applicant able to meet the normal requirements of the job.

14.04 Deemed Terminated

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 to work after a layoff and within seven (7) calendar days after the Company has notified the employee by registered mail addressed to the last address on the records of the Employer;
- d) The employee being unavailable for work when called on five (5) consecutive working opportunities, which arise on separate calendar days, without reasonable excuse. It is agreed that where operational requirements dictate the Employer may alter the one (1) hour call period provided the Union is given one (1) month's notice and the parties consult prior to implementation.
- e) the employee is absent and unable to perform work for the Company due to illness and disability for a period of twenty-four (24) months from the time disability or illness commenced, unless prohibited by statute;
- f) a layoff for more than twenty-four (24) months; and
- g) a student completing her work term as fixed by the Company during any applicable school vacation period.

14.05 Notice of Layoff

In the event of a permanent layoff, the Company will endeavour to provide not less than thirty (30) days written notice to the effected employees and the Union. Layoff shall be made in the reverse order of their seniority. No new employees shall be hired until those laid off have been given an opportunity for re-employment.

14.06 Seniority Lists

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 accumulated hours of work and seniority as per Article 14.02.

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 updated to the end of the pay period prior to the date the job was posted, or the notice of layoff was given.

14.07 Transfer and Seniority Outside the Bargaining Unit

Effective for employees transferred out of the bargaining unit:

- a) It is understood that an employee shall not be transferred by the Company to a position outside the bargaining unit without her consent except in the case of temporary assignments not exceeding six (6) months. Such temporary assignments may be extended beyond the initial six (6) months by mutual agreement of the Company, the employee, and the Union. Such employees on temporary assignments shall remain members of the bargaining unit.
- 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, 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.
- 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 Technological Change

The Company undertakes to notify the Union in advance so far as practicable of any technological changes which the Employer 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 (1) or more years of continuous service, who are subject to permanent 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.

14.09 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 permanent position within the full-time bargaining unit. Credit for seniority and service within the full-time bargaining unit will be based on one (1) year for each 1950 regular paid hours within the on-call bargaining unit.

ARTICLE 15 – TEMPORARY TRANSFER

15.01 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.

15.02 Advancing Years or Disablement

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.

15.03 Full-time Vacancy

When a permanent vacancy becomes available in the full-time bargaining unit and it is not filled from within the full-time bargaining unit, then the vacancy shall be posted for a period of seven (7) calendar days for part-time employees to make application. Such applications will be considered under Article 14.03.

ARTICLE 16 – VACATIONS

16.01 Vacation with pay at her attained basic rate, will be paid for credited continuous service based on hours worked. Vacation pay will be paid as immediate pay and included in each pay deposit. Advancement to the next entitlement will be made retroactive to the first day of the first pay period of the payroll calendar year the employee attains the required hours as follows:

- a) Vacation pay will be paid at four percent (4%) of all hours worked each tax year, based on the previous tax year hours worked for those who have completed less than nineteen hundred and fifty (1,950) hours.
- b) Vacation pay will be paid at four percent (4%) of all hours worked each tax year, based on the previous tax year hours worked for those who have completed nineteen hundred and fifty (1,950) hours and thereafter to thirty-nine hundred (3,900) hours.
- c) Vacation pay will be paid at six percent (6%) of all hours worked each tax year, based on the previous tax year hours worked for those who have completed thirty-nine hundred (3,900) hours and thereafter to nine thousand seven hundred and fifty (9,750) hours.
- d) Vacation pay will be paid at eight percent (8%) of all hours worked each tax year, based on the previous tax year hours worked for those who have completed nine thousand seven hundred and fifty (9,750) hours and thereafter to eighteen thousand seven hundred and twenty (18,720) hours.

- e) Vacation pay will be paid at ten percent (10%) of all hours worked each tax year, based on the previous tax year hours worked for those who have completed eighteen thousand seven hundred and twenty-one (18,721) hours and thereafter to thirty-one thousand and two hundred (31,200) hours.
- f) Vacation pay will be paid at twelve percent (12%) of all hours worked each tax year, based on the previous tax year hours worked for those who have completed thirty-one thousand and two hundred and one (31,201) hours and thereafter.

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

16.03 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.

ARTICLE 17 – HOLIDAYS

17.01 Only the following days are recognized as holidays:

New Year’s Day	Civic Holiday (1 st Monday in August)
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

17.02 The payment in lieu of benefits provided in Article 18 includes payment for paid holidays.

17.03 An employee who works on a recognized holiday shall receive pay for the work performed at one and one-half (1½) times her basic rate.

ARTICLE 18 – BENEFITS FOR ON-CALL EMPLOYEES

18.01 An on-call employee shall receive in lieu of all fringe benefits (being those benefits to an employee paid in whole or part by the Company, as part of direct compensation or otherwise, including paid holidays, save and except salary, vacation pay, stand-by pay, call back pay, reporting pay, responsibility allowance, jury and witness duty, and maternity supplemental unemployment benefits), an amount equal to twelve percent (12%) of his/her regular straight time hourly rate for all straight time hours paid. Effective April 1, 2023, lieu in fringe benefits will increase to 12.5% and effective April 1, 2024, to 13%.

Benefits in lieu shall not become payable until the successful completion of the employee’s probation period.

Students as defined in Article 2.04 are not entitled to benefits in lieu.

18.02 Safety Footwear

Upon the completion of the probationary period and upon presentation of a receipt from each on-call employee, the Company will provide \$120.00 every twenty-four (24) months to each on-call 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 on-call represented employees working in the plant to wear steel toed safety shoes in the course of their duties.

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.

ARTICLE 19 – STANDARD HOURS OF WORK AND OVERTIME

19.01 Standard Shift

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

The regular standard shift for all employees shall be up to seven and one-half (7.5) hours per day and will embody the following conditions:

- a) the standard workweek will be Saturday to Friday.
- b) it is understood that each shift is exclusive of a one-half (1/2) hours unpaid meal period. The meal period shall be an uninterrupted period except in cases of emergency.
- c) the Company will schedule one fifteen (15) minute rest period for each full half scheduled shift.
- d) unless mutually agreed between the Company and the employee, no employee will be scheduled to work more than seven (7) consecutive workdays.
- e) it is understood that the hours referred to above are stated solely for the purpose of computing overtime and shall not be construed as a guarantee of any minimum or as a restriction on any maximum number of hours to be worked.

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.

The Company will endeavour to equitably distribute hours of work to available employees.

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 The definition of regular straight time rate of pay is that prescribed in the wage schedule of the collective agreement.

19.04 Definition of Overtime – Standard Shift

Any hours worked by an employee in addition to seven and one-half (7.5) hours per day or in excess of seventy-five (75) hours in a pay period shall be paid at one and one-half (1.5) times the employees regular straight time hourly rate. Time and one-half will not be paid when hours worked result from an exchange of hours between employees subject to Company approval.

19.05 The overtime rate shall be time and one-half of 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 overtime premium is paid.

19.06 Reporting Pay

Employees who report for any scheduled shift will be guaranteed at least four (4) hours work, or if no work is available, will be paid for at least four (4) hours except when work is not available due to conditions beyond the control of the Company. The reporting allowance outlined herein shall not apply whenever an employee has received prior notice not to report for work.

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.

ARTICLE 20 – GENERAL

20.01 Bulletin Board

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 Human Resources on the day of the posting.

20.02 Uniforms

The Company will continue its present practice regarding the supplying of uniforms.

20.03 Health & Safety

- a) The Company and the Union agree that they mutually desire to maintain standards of safety and health in the Company in order to prevent accidents, injury and illness.
- b) Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if she so requests, will be granted an unpaid leave of absence before commencement of the maternity leave referred to in Article 13.04.
- c) 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 "B".

20.04 Education Leave

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 – WAGE SCHEDULE

21.01 The regular straight time rates of pay are set out in Schedule “A” and form part of this Agreement.

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 regularly scheduled thirty (30) hour per week 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 – VALIDITY

23.01 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 24 – COPIES OF COLLECTIVE AGREEMENT

24.01 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 25 – DURATION

25.01 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.

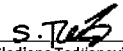
Signed electronically this 24th day of November, 2023.

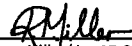
CUPE LOCAL 1605

MOHAWK MEDBUY CORP


Jeanette Brown (Nov 25, 2023 14:25 EST)


Kiran Samra (Nov 27, 2023 09:24 EST)


Sladjana Tadjjanovic (Nov 26, 2023 11:48 EST)


Rebecca Miller (Jan 17, 2024 09:43 EST)

SCHEDULE "A" – WAGES

Classification	Start	After	After	After	After	After	After
		1950	3900	5840	7800	9750	11700
		Hours	Hours	Hours	Hours	Hours	Hours
		Worked	Worked	Worked	Worked	Worked	Worked
Effective April 1, 2020 (2%)							
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						
Effective April 1, 2021 (2%)							
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						
Effective April 1, 2022 (3%)							
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						
Upon Ratification							
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						
Effective April 1, 2023 (3%)							
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						
Effective April 1, 2024 (4%)							
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

On-Call employees, including casual and regularly scheduled 30 hours per week employees, shall progress on the wage grid, on the basis of one year of each 1950 hours worked.

Note: Pay Equity Adjustment of \$1.95 included in the Sterile Processor Hourly Rate

SCHEDULE "B" – 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 1605.01

Safety Shoe Allowance

The parties have agreed to the following Safety Shoe Allowance provision in relation to Article 18.02 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.

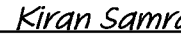
This agreement shall remain in force for the duration of this collective agreement.

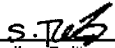
Signed electronically this 24th day of November, 2023.


CUPE LOCAL 1605

MOHAWK MEDBUY CORP


Jeanette Brown (Nov 25, 2023 14:25 EST)


Kiran Samra (Nov 27, 2023 09:24 EST)


Sladjana Tadijanovic (Nov 26, 2023 11:48 EST)


Rebecca Miller (Jan 17, 2024 09:43 EST)

Letter of Understanding #2

between
Mohawk Medbuy Corporation
and
CUPE and its Local 1605.01


Disabled Workers

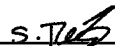
The Company and the Union are committed to meet the needs of disabled workers. To that end, the parties agree to take a proactive approach in the return of disabled workers to a safe and productive return to work program, as soon as it is physically possible.


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

Signed electronically this 24th day of November, 2023.

CUPE LOCAL 1605


Jeanette Brown (Nov 25, 2023 14:25 EST)


Sladjana Tadjjanovic (Nov 26, 2023 11:48 EST)


Rebecca Miller (Jan 17, 2024 09:43 EST)

MOHAWK MEDBUY CORP


Kiran Samra (Nov 27, 2023 09:24 EST)

Letter of Understanding #3

between
Mohawk Medbuy Corporation
and
CUPE and its Local 1605.01

Consecutive Weekend

The parties are in agreement that where a regularly scheduled 30 hour per week employee who is not scheduled to weekend work and is subsequently scheduled to work two (2) consecutive weekends, the employee will receive premium pay at time and one-half for the 2nd consecutive weekend worked. Such shall not apply where:


- Such employee is incumbent to a 30 hour per week position that is scheduled to work weekends, or
- 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.


Signed electronically this 24th day of November, 2023.

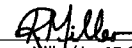
CUPE LOCAL 1605

MOHAWK MEDBUY CORP


Jeanette Brown (Nov 25, 2023 14:25 EST)


Kiran Samra (Nov 27, 2023 09:24 EST)


Sladjana Tadjjanovic (Nov 26, 2023 11:48 EST)


Rebecca Miller (Jan 17, 2024 09:43 EST)

Letter of Understanding #4

between
Mohawk Medbuy Corporation
and
CUPE and its Local 1605.01

Extended Tour (10 hour)


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 24th day of November, 2023.

CUPE LOCAL 1605

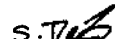
MOHAWK MEDBUY CORP




Jeanette Brown (Nov 25, 2023 14:25 EST)



Kiran Samra (Nov 27, 2023 09:24 EST)



Sladjana Tadijanovic (Nov 26, 2023 11:48 EST)



Rebecca Miller (Jan 17, 2024 09:43 EST)

Letter of Understanding #5


between
Mohawk Medbuy Corporation
and
CUPE and its Local 1605.01


Terminated Employee Retroactivity Eligibility


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 24th day of November, 2023.

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