



**FULL TIME COLLECTIVE AGREEMENT**

**BETWEEN**

**MOHAWK SHARED SERVICES INC**  
(HEREINAFTER REFERRED TO AS THE "COMPANY")

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES**  
**LOCAL 1605**  
(HEREINAFTER REFERRED TO AS THE "UNION")

# FULL TIME COLLECTIVE AGREEMENT

## INDEX

<u>ARTICLE</u>		<u>PAGE</u>
<b>1</b>	<b><u>PURPOSE</u></b>	
	1.01 Purpose of Collective Agreement	1
<b>2</b>	<b><u>INTERPRETATION</u></b>	
	2.01 Feminine/Masculine Pronouns	1
	2.02 Definition Basic Rate	1
	2.03 Definition Call Back	1
	2.04 Definition Shift	1
<b>3</b>	<b><u>SCOPE</u></b>	
	3.01 Scope	1
	3.02 Work of the Bargaining Unit	1
<b>4</b>	<b><u>COMPANY'S RESPONSIBILITY</u></b>	
	4.01 Recognition of Bargaining Unit	2
	4.02 (a) No Interference because of Union Membership	2
	(b) No Lockouts	2
	(c) No Discrimination	2
	(d) Employee Interview with Union	2
	(e) Harassment	2
	(f) Justice and Consideration	2
	4.03 No Other Agreements	3
<b>5</b>	<b><u>COMPANY RIGHTS</u></b>	
	5.01 Rights of Company	3
	5.02 (a) Direction of Working Forces	3
	(b) Jurisdiction over Machinery and Equipment	3
	5.03 (a) Right to Maintain Order, etc.	3
	(b) Right to Select, Hire, etc.	3
	(c) Consistency with Provisions of Agreement	3
<b>6</b>	<b><u>UNION'S RESPONSIBILITY</u></b>	
	6.01 (a) No Coercion	4
	(b) No Union Activity on Premises	4
	(c) No Strikes or Slow Downs, etc.	4
	(d) No Discrimination	4
	(e) List of Current Officers	4

# FULL TIME COLLECTIVE AGREEMENT

## INDEX

<u>ARTICLE</u>		<u>PAGE</u>
<b>7</b>	<b><u>UNION OFFICIALS</u></b>	
	7.01 Union Stewards	4
	7.02 (a) Duties of Stewards	4
	(b) Stewards Not Exempt	4
<b>8</b>	<b><u>UNION SECURITY</u></b>	
	8.01 Union Dues	5
	8.02 Union Dues Remittance	5
	8.03 (a) Refund of Dues	5
	(b) Company Not Liable	5
	8.04 Provision of List of Hirings, etc.	5
	8.05 T-4 Supplementary	5
	8.06 Access to Personnel File	5
	8.07 Record of Employee	5
<b>9</b>	<b><u>GRIEVANCES</u></b>	
	9.01 Definition	5
	9.02 (a) Employee Grievances	6
	(b) Group Grievances	6
	(c) Policy Grievances	6
	(d) Company Grievances	6
	(e) Dismissal Grievances	6
<b>10</b>	<b><u>GRIEVANCE COMMITTEE/PROCEDURE</u></b>	
	10.01 Initiation	6
	10.02 Union Grievance Committee	6
	10.03 Payment of Committee	6
	10.04 Grievor's Presence	6
	10.05 Staff Representation of Union	6
	10.06 Joint Grievance Committee Composition	7
	10.07 Formal Discipline	7
	10.08 Step 1	7
	Step 2	7
	Step 3	8
<b>11</b>	<b><u>ARBITRATION</u></b>	
	11.01 Expense	8
	11.02 Jurisdiction of the Board of Arbitration	9
	11.03 Rights of the Board of Arbitration	9

# FULL TIME COLLECTIVE AGREEMENT

## INDEX

<u>ARTICLE</u>		<u>PAGE</u>
<b>12</b>	<b><u>EMPLOYEE NEGOTIATING TEAM</u></b>	
	12.01 Employee Negotiating Team	9
	12.02 Payment of Negotiating Team	9
	12.03 Labour/Management Committee	9
<b>13</b>	<b><u>LEAVE OF ABSENCE</u></b>	
	13.01 Requests for Personal Leave	10
	13.02 Requests for Union Leave	10
	13.03 Effect of Absence	10
	13.04 No Payment for Recognized Holidays	10
	13.05 Bereavement/Compassionate Leave	10
	13.06 Jury Duty	11
	13.07 Witness Duty	11
	13.08 Pregnancy Leave	11
	13.09 Parental Leave	13
	13.10 Leave for Physician or Dentist	14
<b>14</b>	<b><u>SENIORITY</u></b>	
	14.01 Definition of Seniority and Probation	14
	14.02 Waiving of Probation	14
	14.03 Demotions, Layoffs, Recall, Promotion, Transfer	14
	14.04 Loss of Seniority – Deemed Terminated	15
	14.05 Offer of Other Work	15
	14.06 Seniority Lists	15
	14.07 Transfer Outside the Bargaining Unit	15
	14.08 Technological Changes	16
	14.09 Layoff and Recall by Reverse Seniority	16
	14.10 No New Hires	16
	14.11 (a) Notice of Layoff	16
	(b) Labour Management Committee Meetings	17
	(c) Disputes	17
	(d) Options on Layoff	17
	14.12 Benefits on Layoff	17
	14.13 Order of Layoff	18
	14.14 (a) Bumping Rights	18
	(b) Recall	18
	14.15 Notification of Recall	18
	14.16 Recall for Temporary Fulltime Positions	18
	14.17 No On Call Replacement of Laid Off Fulltime Employees	18
	14.18 Separation Allowance	18
	14.19 Early Retirement Option	19
	14.20 Bargaining Unit Transfer of Seniority & Service	19

# FULL TIME COLLECTIVE AGREEMENT

## INDEX

<u>ARTICLE</u>		<u>PAGE</u>
<b>15</b>	<b><u>JOB VACANCIES AND TEMPORARY ASSIGNMENTS</u></b>	
	15.01 Posting	19
	15.02 Payment for Temporary Assignment	20
	15.03 Advancing Years or Disablement	20
	15.04 Replacement for Specific Term	20
	15.05 Fulltime Vacancies on Day Shift	20
<b>16</b>	<b><u>VACATIONS</u></b>	
	16.01 Request Procedure	21
	16.02 Posting of Vacation Schedule	21
	16.03 Exchange of Vacations	21
	16.04 Vacation Entitlement Year	21
	16.05 Vacation Entitlement	21
	16.06 Recognized Holiday During Vacation	22
	16.07 Vacation Upon Separation	22
	16.08 Vacation Credits Re Death	22
	16.09 Illness During Vacation	22
	16.10 Bereavement During Vacation	22
<b>17</b>	<b><u>RECOGNIZED HOLIDAYS</u></b>	
	17.01 List of Recognized Holidays	22
	17.02 Election of Compensation for Holidays	23
	(a) (b) (c) – Disqualification	23
	17.03 Call Back on a Holiday	23
	17.04 No Change of Schedule	23
	17.05 Recording of Holiday	23
	17.06 Christmas and New Year's Day	23
	17.07 Work on a Holiday	23
<b>18</b>	<b><u>BENEFITS</u></b>	
	18.01 Employees Working More Than 30 Hours Re Insurance Plans	24
	18.02 Employees Working More Than 30 Hours Re Pension	24
	18.03 Company's Share of Premiums	
	(a) H.O.O.P.P.	24
	(b) Group Life Insurance	24
	(c) Standard Ward Hospital Coverage	24
	18.04 Replacement of Plans	24

# FULL TIME COLLECTIVE AGREEMENT

## INDEX

<u>ARTICLE</u>		<u>PAGE</u>
<b>18</b>	<b><u>BENEFITS – Cont'd</u></b>	
	<b>18.05</b> Sick Leave Plan (Schedule "B" Attached)	24
	<b>18.06</b> Extended Health Care/Vision Care	24
	<b>18.07</b> Dental Plan	25
	<b>18.08</b> (a) Safety Shoes	25
	(b) Tool Allowance	25
<b>19</b>	<b><u>STANDARD HOURS OF WORK AND OVERTIME</u></b>	
	<b>19.01</b> Daily and Weekly Hours of Work	25
	<b>19.02</b> Rest Periods	26
	<b>19.03</b> Additional Rest Period	26
	<b>19.04</b> Definition of Overtime	26
	<b>19.05</b> Overtime Premium and No Pyramiding	26
	<b>19.06</b> Time Off in Lieu of Overtime	26
	<b>19.07</b> Temporary Transfer	27
	<b>19.08</b> Shift Premium	27
	<b>19.09</b> No Guarantee of Hours	27
<b>20</b>	<b><u>GENERAL</u></b>	
	<b>20.01</b> Union Bulletin Board	27
	<b>20.02</b> Uniforms	27
	<b>20.03</b> Joint Health and Safety Committee (Schedule "C" Attached)	27
	<b>20.04</b> Education/Employment Qualification Leave	27
	<b>20.05</b> Protective Medications	28
	<b>20.06</b> Mailing List of Employees	28
<b>21</b>	<b><u>CALLBACK AND REPORTING PAY</u></b>	
	<b>21.01</b> Callback Pay	28
	<b>21.02</b> Transportation Allowance	28
	<b>21.03</b> Payment When Less Than Scheduled Hours	28
<b>22</b>	<b><u>CONTRACTING OUT</u></b>	
	<b>22.01</b> Contracting Out	28
<b>23</b>	<b><u>WAGE SCHEDULE</u></b>	
	<b>23.01</b> Wage Schedule (Schedule "A" Attached)	28

# FULL TIME COLLECTIVE AGREEMENT

## INDEX

<u>ARTICLE</u>		<u>PAGE</u>
24	<b><u>VALIDITY</u></b>	
	24.01 Validity	29
25	<b><u>COPIES OF COLLECTIVE AGREEMENT</u></b>	
	25.01 Copies of Collective Agreement	29
26	<b><u>DURATION</u></b>	
	26.01 Duration of Agreement	29
	<b><u>APPENDICES</u></b>	
	Schedule "A" – Wages	30
	Schedule "B" – Sick Leave Plan	31
	Schedule "C" – Terms of Reference – Joint Occupational Health and Safety Committee	35
	<b><u>LETTERS OF UNDERSTANDING (6)</u></b>	
	1. Shift Rotation	39
	2. Safety Shoe Allowance	40
	3. Posting of Full Time Vacancies	41
	4. Pay Equity & Pay Equity Maintenance	42
	5. Return to Work	43
	6. Student Employment	44

# FULL TIME COLLECTIVE AGREEMENT

## 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 male gender is used, it means male or female employees and the singular means singular or plural.
- 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 Shared Services Inc., 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 work flow; and/or to offset absenteeism; or



## **FULL TIME COLLECTIVE AGREEMENT**

### **ARTICLE 3 – SCOPE – Cont'd**

- 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.

## **FULL TIME COLLECTIVE AGREEMENT**

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

**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.

## **FULL TIME COLLECTIVE AGREEMENT**

### **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.

## **FULL TIME COLLECTIVE AGREEMENT**

### **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 By-Laws 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 hirings, 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.

## **FULL TIME COLLECTIVE AGREEMENT**

### **ARTICLE 9 – GRIEVANCES - Cont'd**

- 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.

## FULL TIME COLLECTIVE AGREEMENT

### ARTICLE 10 – GRIEVANCE COMMITTEE/PROCEDURE – Cont'd

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

- (a) the Grievance Committee and, if required, one employee from the department involved, and;
- (b) Company personnel as designated by the President of Mohawk Hospital Linen Services.

**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.

## FULL TIME COLLECTIVE AGREEMENT

### ARTICLE 10 – GRIEVANCE COMMITTEE/PROCEDURE – Cont’d

- (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.

## **FULL TIME COLLECTIVE AGREEMENT**

### **ARTICLE 11 – ARBITRATION – Cont'd**

- 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.
- 12.03** 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.



## FULL TIME COLLECTIVE AGREEMENT

### 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.

**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 prorata basis and the employee's anniversary date adjusted accordingly.

In addition, the employee will become responsible for full payment of subsidized employee benefits in which he is participating for period of the 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 W.S.I.B. 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**

Compassionate leave of absence with pay for three (3) continuous regularly scheduled working days between the day of death and the burial will be granted to an employee for the purpose of mourning the death of a member of her immediate family, consisting of spouse, parent, child, grandchild, mother-in-law, father-in-law, sister, brother, step-father, step-mother 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.

## FULL TIME COLLECTIVE AGREEMENT

### ARTICLE 13 – LEAVE OF ABSENCE – Cont'd

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.

## FULL TIME COLLECTIVE AGREEMENT

### ARTICLE 13 – LEAVE OF ABSENCE – Cont'd

- (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 per cent (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 two (2) 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.

## FULL TIME COLLECTIVE AGREEMENT

### ARTICLE 13 – LEAVE OF ABSENCE – Cont'd

#### 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 ten (10) 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.

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 two (2) 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.

## FULL TIME COLLECTIVE AGREEMENT

### ARTICLE 13 – LEAVE OF ABSENCE – Cont'd

- (f) Credits for service and seniority shall accumulate while the employee is on parental leave for a period of up to thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, and thirty seven (37) 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 thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, and thirty seven (37) 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** Fulltime 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.

New employees shall have a probationary period of forty-five (45) scheduled working days during which time they shall have no seniority. Upon completion of the probationary period she shall be credited with seniority equal to forty-five (45) days.

**14.02** On Call employees working as General Linen Workers or Processors and who are transferred to fulltime 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 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.

## FULL TIME COLLECTIVE AGREEMENT

### ARTICLE 14 – SENIORITY – Cont’d

**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 lay-off 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 per cent (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, on request but no more frequently than two (2) times per year. Such list to contain the employees’ name and seniority dates.

**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.

## FULL TIME COLLECTIVE AGREEMENT

### ARTICLE 14 – SENIORITY – Cont’d

(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 fulltime service.

## FULL TIME COLLECTIVE AGREEMENT

### ARTICLE 14 – SENIORITY – Cont’d

- (iii) for employees with less than five (5) but more than two (2) years fulltime service, written notice of three (3) months.
- (iv) for employees with less than two (2) but more than (1) year fulltime 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.



## FULL TIME COLLECTIVE AGREEMENT

### ARTICLE 14 – SENIORITY – Cont’d

**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 fulltime General Linen Worker is on layoff.
3. Then fulltime employees may be laid off.

**14.14** (a) Recognizing the principles of Article 14, the parties agree that a fulltime employee about to be laid off may displace (bump) any employee with less seniority in the bargaining unit if the fulltime 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 days to respond and then an additional seven 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 fulltime 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 fulltime 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

## **FULL TIME COLLECTIVE AGREEMENT**

### **ARTICLE 14 – SENIORITY – Cont’d**

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 fulltime 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 fulltime 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 fulltime 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

## FULL TIME COLLECTIVE AGREEMENT

### ARTICLE 15 – JOB VACANCIES AND TEMPORARY ASSIGNMENTS – Cont'd

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 W.S.I.B. 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.

## FULL TIME COLLECTIVE AGREEMENT

### ARTICLE 15 – JOB VACANCIES AND TEMPORARY ASSIGNMENTS – Cont'd

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 fulltime 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** Employees will state their vacation preference in writing by October 15th 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.

**16.02** Vacations will be allotted on a fair basis, and the resultant vacations schedule will be posted November 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 fifteenth (15<sup>th</sup>) year: four (4) weeks annual vacation with pay.

## FULL TIME COLLECTIVE AGREEMENT

### ARTICLE 16 – VACATIONS – Cont'd

- (e) will have completed fifteen (15) years in the current calendar year, and thereafter to and including the twenty-third (23<sup>rd</sup>) year: five (5) weeks annual vacation with pay.
- (f) will have completed twenty-three (23) years in the current calendar year, and thereafter: six (6) 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	Dominion Day
Family Day	Civic Holiday (1 <sup>st</sup> Monday in August)
Good Friday	Labour Day
Victoria Day	Thanksgiving Day
Dominion Day	Christmas Day

## FULL TIME COLLECTIVE AGREEMENT

### ARTICLE 17 – RECOGNIZED HOLIDAYS – Cont'd

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 on 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 times her basic rate.

## FULL TIME COLLECTIVE AGREEMENT

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

**18.06** The Company agrees to contribute on behalf of each eligible employee covered by the Collective Agreement, seventy-five per cent (75%) of the current premium under Extended Health Care Plan consisting of fifteen dollars (\$15.00) (single) and twenty-five dollars (\$25.00) (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:

## FULL TIME COLLECTIVE AGREEMENT

### ARTICLE 18 – BENEFITS – Cont'd

- (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) The Physiotherapy coverage shall be changed from no maximum to a \$500.00 maximum annually.
- (d) Chiropractor annual maximum shall be changed from \$500.00 to \$300.00 annually.

**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) Effective October 16, 2009, upon presentation of a receipt from each fulltime employee, the Company will provide \$120.00 every twenty-four (24) months to each fulltime 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 fulltime employee, in the Mechanic job classification, as a tool allowance. Payment of the tool allowance will be made January 1 of each year.

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

#### **19.01 Daily and Weekly Hours of Work**

The normal hours of work shall be thirty-seven and one-half (37.5) hours per week consisting of seven and one-half (7.5) hours per shift Monday to Friday, on non-rotating day and evening shifts.

The normal hours of work for a Sterile Processor shall be thirty-seven and one-half (37.5) hours per week consisting of seven and one-half (7.5) hours per shift Monday to Friday, on a rotating day and evening shifts.



# FULL TIME COLLECTIVE AGREEMENT

## ARTICLE 19 – STANDARD HOURS OF WORK AND OVERTIME – Cont'd

The normal hours of work for Maintenance Mechanics shall be thirty-seven and one-half (37.5) hours per week consisting of seven and one-half (7.5) hours per shift Monday to Friday, on a rotating day, evening and night shifts.

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.

### 19.02 Rest Periods

The Company will schedule one fifteen (15) minute rest period for each full half scheduled shift.

### 19.03 Additional Rest Period

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

### 19.04 Definition of Overtime

Time and one-half will be paid for each hour worked in addition to the schedule of hours by the Company which were intended for such employee. 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 Overtime Premium and No Pyramiding

The overtime rate shall be time and one-half 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.

### 19.06 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.

## **FULL TIME COLLECTIVE AGREEMENT**

### **ARTICLE 19 – STANDARD HOURS OF WORK AND OVERTIME – Cont'd**

#### **19.07 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.

#### **19.08 Shift Premium**

A shift premium of forty-five (45) cents per hour will be paid for each scheduled hour worked before 6:00 A.M. or after 3:00 P.M. 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. The same forty-five (45) cents per hour will be paid as weekend 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.

An additional twenty (20) cent premium will be paid to the Maintenance Mechanics when scheduled to the night shift (12:00 p.m. to 8:00 a.m.)

**19.09** 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 lunch room. 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.

## **FULL TIME COLLECTIVE AGREEMENT**

### **ARTICLE 20 – GENERAL – Cont'd**

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 upon request by the Union (not more than two times per year), a mailing list including current addresses and phone numbers of all Fulltime 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 (1.5) 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 work day 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.

**FULL TIME COLLECTIVE 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, 2012, 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.

Dated at Hamilton, Ontario, this 1st day of October, 2009.

**C.U.P.E. Local 1605**

**Mohawk Shared Services Inc.**

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

**FULL TIME COLLECTIVE AGREEMENT**

**SCHEDULE "A"**

**WAGES**

<b>Classification</b>	<b>Start</b>	<b>After 3 months employment</b>	<b>After 6 months employment</b>	<b>After 1 year employment</b>
Effective April 1, 2008				
General Linen Worker	15.2169	15.4553	15.6951	16.0538
Processor/Sterile Processor	15.3464	15.8237	16.3025	16.9002
Mechanic	22.3905	22.6418	23.0201	23.6493
Mechanic Lead Hand	23.5133	23.7518	24.1109	24.7081

<b>Classification</b>	<b>Start</b>	<b>After 3 months employment</b>	<b>After 6 months employment</b>	<b>After 1 year employment</b>
Effective April 1, 2009				
General Linen Worker	15.5212	15.7645	16.0091	16.3749
Processor/Sterile Processor	15.6533	16.1401	16.6285	17.2382
Mechanic	22.8383	23.0946	23.4805	24.1223
Mechanic Lead Hand	23.9836	24.2269	24.5931	25.2022

<b>Classification</b>	<b>Start</b>	<b>After 3 months employment</b>	<b>After 6 months employment</b>	<b>After 1 year employment</b>
Effective April 1, 2010				
General Linen Worker	15.9868	16.2374	16.4893	16.8661
Processor/Sterile Processor	16.1229	16.6243	17.1274	17.7553
Mechanic	23.5235	23.7874	24.1849	24.8460
Mechanic Lead Hand	24.7031	24.9537	25.3309	25.9583

<b>Classification</b>	<b>Start</b>	<b>After 3 months employment</b>	<b>After 6 months employment</b>	<b>After 1 year employment</b>
Effective April 1, 2011				
General Linen Worker	16.4664	16.7245	16.9840	17.3721
Processor/Sterile Processor	16.6066	17.1231	17.6412	18.2880
Mechanic	24.2292	24.5011	24.9104	25.5913
Mechanic Lead Hand	25.4442	25.7023	26.0908	26.7370

# FULL TIME COLLECTIVE AGREEMENT

## SCHEDULE "B"

### SICK LEAVE PLAN

#### 1. INTERPRETATION

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.

# FULL TIME COLLECTIVE AGREEMENT

## SCHEDULE "B" – Cont'd

### 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.

# FULL TIME COLLECTIVE AGREEMENT

## SCHEDULE "B" – Cont'd

### 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 W.S.I.B. 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.



## **FULL TIME COLLECTIVE AGREEMENT**

### **SCHEDULE "B" – Cont'd**

#### **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.

# FULL TIME COLLECTIVE AGREEMENT

## 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 (C.U.P.E. Local 1605) from amongst bargaining unit employees.

At least one of the Worker Representatives and one 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).

# FULL TIME COLLECTIVE AGREEMENT

## SCHEDULE "C" – Cont'd

### 1. STRUCTURE OF THE COMMITTEE – Cont'd

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.

# FULL TIME COLLECTIVE AGREEMENT

## SCHEDULE "C" – Cont'd

### 3. INSPECTIONS –Cont'd

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 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.

# FULL TIME COLLECTIVE AGREEMENT

## SCHEDULE "C" – Cont'd

### 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.

**FULL TIME COLLECTIVE AGREEMENT**

**Letter of Understanding  
Between  
Mohawk Shared Services Inc.  
And  
Canadian Union of Public Employees  
Local 1605**

---

Afternoon Shift employees interested in rotating on to the Day Shift on a temporary basis shall make application to his immediate Supervisor before January 1 of each year. Upon review of the number of interested employees, a schedule may be established and the number of employees and the duration of the Day Shift rotation for each employee will be posted by January 15 of each year.

The number of employees per rotation will depend on workflow, scheduling requirements and the number of Afternoon employees replacing absent employees under Article 15.05 and may need to be adjusted during the year to accommodate these fluctuations.

The Company will make a reasonable effort to place these employees into positions within their regular department.

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

Dated at Hamilton, Ontario, this 1st day of October, 2009.

Mohawk Shared Services Inc.

C.U.P.E. Local 1605

---

---

---

---

---

---

---

---

---

---

**FULL TIME COLLECTIVE AGREEMENT**

**Letter of Understanding  
Between  
Mohawk Shared Services Inc.  
And  
Canadian Union of Public Employees  
Local 1605**

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.

Dated at Hamilton, Ontario, this 1st day of October, 2009.

Mohawk Shared Services Inc.

C.U.P.E. Local 1605

---

---

---

---

---

---

---

---

**FULL TIME COLLECTIVE AGREEMENT**

**Letter of Understanding  
Between  
Mohawk Shared Services Inc.  
And  
Canadian Union of Public Employees  
Local 1605**

From the date of ratification, it will be the Company's intent to review each full time position that comes available through attrition for purposes of posting said vacancy.

Should the decision be to post a full time vacancy, the vacancy will be posted as per Article 15.01 of the Collective within 30 calendar days the position comes available.

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

Dated at Hamilton, Ontario, this 1st day of October, 2009.

Mohawk Shared Services Inc.

C.U.P.E. Local 1605

_____	_____
_____	_____
_____	_____
_____	_____



**FULL TIME COLLECTIVE AGREEMENT**

**Letter of Understanding  
Between  
Mohawk Shared Services Inc.  
And  
Canadian Union of Public Employees  
Local 1605**

Both parties agree that Pay Equity was achieved in 1992 in accordance with the Pay Equity Legislation.

The parties agree that there have been no changed circumstances prior to the introduction of the Sterile Processor position.

The parties agree that in accordance with the Pay Equity Act there is an obligation with respect to pay equity maintenance in accordance with legislative requirements to establish a committee to review compliance with pay equity maintenance.

It is agreed by both parties, that the joint committee will be maintained and will meet as needed to ensure future maintenance requirement as per the Pay Equity Legislation.

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

Dated at Hamilton, Ontario, this 1st day of October, 2009.

Mohawk Shared Services Inc.

C.U.P.E. Local 1605

---

---

---

---

---

---

---

---

**FULL TIME COLLECTIVE AGREEMENT**

**Letter of Understanding  
Between  
Mohawk Shared Services Inc.  
And  
Canadian Union of Public Employees  
Local 1605**

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.

Dated at Hamilton, Ontario, this 1st day of October, 2009.

Mohawk Shared Services Inc.

C.U.P.E. Local 1605

---

---

---

---

---

---

---

---

**FULL TIME COLLECTIVE AGREEMENT**

**Letter of Understanding  
Between  
Mohawk Shared Services Inc.  
And  
Canadian Union of Public Employees  
Local 1605**

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.

Dated at Hamilton, Ontario, this 1st day of October, 2009.

Mohawk Shared Services Inc.

C.U.P.E. Local 1605

_____	_____
_____	_____
_____	_____
_____	_____

Filename: Local 1605 - Full-time Unit - Mohawk Shared Services  
- expires 31Mar12 (3).doc  
Directory: C:\Documents and Settings\karanni\Local  
Settings\Temporary Internet Files\OLK8  
Template: C:\Documents and Settings\Karanni\Application  
Data\Microsoft\Templates\Normal.dot  
Title: CUPE – ON CALL CONTRACT  
Subject:  
Author: Elsie  
Keywords:  
Comments:  
Creation Date: 11/03/2009 2:17:00 PM  
Change Number: 2  
Last Saved On: 11/03/2009 2:17:00 PM  
Last Saved By: Glen Richardson  
Total Editing Time: 1 Minute  
Last Printed On: 11/03/2011 1:04:00 PM  
As of Last Complete Printing  
Number of Pages: 51  
Number of Words: 15,389 (approx.)  
Number of Characters: 80,334 (approx.)