

COLLECTIVE AGREEMENT
BETWEEN
MOHAWK HOSPITAL SERVICES, INC.

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL UNION NO, 1605 affiliated
with the CANADIAN LABOUR CONGRESS

SOURCE	Company		
EFF.	92	09	27
TERM.	99	09	25
No. OF EMPLOYEES	110		
NOMBRE D'EMPLOYÉS	CB		

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THIS COLLECTIVE AGREEMENT
BETWEEN

MCHAWK HOSPITAL SERVICES, INC.
hereinafter called the "Company"

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL UNION NO. 1605 affiliated
with the CANADIAN LABOUR CONGRESS
hereinafter called the "Union"

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 Wherever the male gender is used it means male or female employees and the singular means singular or plural.

2.02 "Basic rate" means his 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 his 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 of Mohawk Hospital Services, Inc., employed in its Linen Supply and Service Division at Chedmac Drive, Hamilton save and except all supervisors, persons above the rank of supervisors, administrative staff, laboratory staff, students

employed during the school vacation period, persons employed for not more than twenty-four (24) hours per week, and students working under a co-operative educational programme.

ARTICLE 4 - COMPANY'S RESPONSIBILITY

In accordance with the Ontario Labour Relations Act, and the Human Rights Code, 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) that there shall be no discrimination in the employing or continuing to employ any person, because of **sex**, age, race, creed, colour, nationality, political persuasion, ancestry, place of origin, or sexual orientation;
- (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 his 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) to treat their employees with justice and consideration.

ARTICLE 5 - ADMINISTRATION RIGHTS

5.01 Except as specifically abridged, delegated, granted or modified by this Agreement, all the rights, powers, and authority of the Administration are retained by the Administration and remain exclusively and without limitation within the rights of the Administration.

5.02 Without limiting the generality of the foregoing, the Administration 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 Administration'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, lay-off, 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 his employment except through just cause.

ARTICLE 6 - UNION'S RESPONSIBILITY

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

6.01 The Union agrees that:

- (a) *it* shall not intimidate or coerce employees into membership in the Union;
- (b) no Union activity shall take place on the premises or on any works project of the Company save as expressly authorized by this Agreement;

- (c) while this Agreement is in operation there shall be no strikes, suspension or slow down of work, picketing, or any other interference with the operations of the Company;
- (d) it shall not discriminate against any member or person employed by the Company because of sex, age, race, creed, colour, nationality, political persuasion, ancestry, place of origin, or sexual orientation;
- (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.

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, lay-offs, 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 his/her personnel file for the purposes of reviewing any evaluations or formal disciplinary notations contained therein, in the presence of the President or designate. An employee has the right to request copies of any evaluations in this file.

8.07 The record of an employee shall not be used against him at any time after eighteen (18) months following a suspension or disciplinary action including letters of reprimand or any adverse reports, provided the employee's record has been discipline free during that eighteen (18) month period.

ARTICLE 9 - GRIEVANCES

9.01 A grievance means a difference concerning the interpretation, applications, administration, or alleged violation of this Agreement.

9.02 The following types of grievances concerning the application of Article 9.01 are recognized:

- (a) Employee Grievances - which shall be defined as the complaint of an individual employee;
- (b) Group Grievances - which shall be defined as the complaint of a group of employees;
- (c) Policy Grievances - which shall be defined as the complaint of the Union;
- (d) Company Grievances - which shall be defined as the complaint of the Company;
- (e) Dismissal Grievances - which shall be defined as a complaint by an employee that he has been dismissed without good and sufficient cause.

ARTICLE 10 - GRIEVANCE PROCEDURE

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

10.02 The Union Grievance Committee may be the Employee Negotiating Committee and consisting of not more than three (3) employees.

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 Administration, he shall be granted leave to attend without loss of pay, but not more than one (1) Grievor shall be present at any one time.

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

10.06 The Joint Grievance Committee shall consist of:

- (a) the Employee Negotiating Team and, if required, one employee from the department involved, and;
- (b) the Production Superintendent, the Office/Human Resources Manager, one (1) Representative of Administration, and at Step 3, the President.

10.07 When an employee is discharged or suspended, he 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 his/her steward. In the case of suspension or discharge, the Company shall notify the employee of his 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 his probationary period, without just cause.

10.08 Grievances shall be settled in the following manner:

STEP NO. 1

- (1) Verbally between an employee and his Production Manager. Such grievance shall be discussed with the Production Manager within nine (9) calendar days after the circumstances giving rise to the grievance have occurred. If he wishes, the employee may be accompanied by a Union official.
- (2) The Production Manager, or his designate, will give his verbal answer within nine (9) calendar days from the date of presentation. Should the Production Manager or his designate deny the grievance the employee may return with a Union official.

STEP NO. 2 - if not settled at Step 1

- (1) The grievance shall be reduced to writing, signed by the **grievor** and submitted to the Production Superintendent within seven (7) calendar days by the Chairman or his designate of the Union Grievance Committee.
- (2) Representatives of Administration will meet with the Union Grievance Committee within seven (7) calendar days of the written grievances being received by the Production Superintendent.
- (3) Administration will reply in writing to the Chairman of the Union Grievance Committee within seven (7) calendar days after the meeting.

- (4) Should an employee wish to grieve his dismissal, the procedure shall begin at Step 2, within seven (7) calendar days of the dismissal but not thereafter.
- (5) 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 Chairman of the Union Grievance Committee may submit the written grievance to the President.
- (2) Within fourteen (14) calendar days of the grievance being received by the President, the Joint Grievance Committee will meet.
- (3) The President or his nominee will send his 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 Administration 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) Within thirty-two (32) calendar days after the meeting of the Joint Grievance Committee, either party may give written notice to the other of the intent to take the matter to Arbitration or it will be deemed to have been settled.

ARTICLE 11 - ARBITRATION

NOTE - Wherever arbitration board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single arbitrator for the arbitration board at the time of reference to arbitration and the other provisions referring to arbitration board shall appropriately apply.

11.01 Each of the parties hereto shall bear the expenses of the Arbitrator appointed by it and the parties hereto shall bear joint and equally the expense of the third member of the Board.

11.02 The Board of Arbitration appointed pursuant to the provisions of this Agreement has no jurisdiction to alter, amend, set aside, or add to or delete from any of the provisions herein contained or to render any decision which is inconsistent with the provisions of this Agreement.

11.03 An Arbitration Board may dispose of any discharge or discipline grievance in any manner which it considers just or equitable.

ARTICLE 12 - EMPLOYEE NEGOTIATING TEAM

12.01 The Employee Negotiating Team may be composed of not more than three (3) members who shall be employees who have completed their probationary period, and the National Representative of the Union.

12.02 Employees up to a maximum of three (3), who are members of the Employee Negotiating Team will be permitted to attend, without loss of pay, meetings with the Administration Negotiating Team for renewal of this Agreement. Such compensation is to be only for negotiations during that period leading up to and including meetings at Arbitration.

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.

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 Administration. 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 four (4) at any one time, with no more than one (1) from Maintenance, to a total of forty-five (45) scheduled working days in any one calendar year. Notice of such request must be submitted in writing at least fourteen (14) days in advance.

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 lay-off 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.C.B.** benefits.

13.04 An employee on leave of absence without pay will not be paid for recognized Holiday or Holidays which occur during his leave.

13.05 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 his immediate family, consisting of spouse, parent, child, mother-in-law, father-in-law, sister, brother, step-father, step-mother or grandparents of an employee or his spouse. If the day of burial does not fall within the above period, an additional day without pay shall be granted. In any event the employee shall not be entitled to receive any pay hereunder for any day upon which he would not otherwise have been scheduled to work for the Company. Additional leave of absence without pay will be granted for necessary travel time. For the purpose of bereavement leave, the relationships specified in the preceding clause are deemed to include a common-law spouse and a partner of the same sex.

13.06 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 his immediate supervisor that he has been summoned for jury duty.
- (ii) The employee shall furnish satisfactory evidence to the Company that he 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 dates in reference to which such payment is made.

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

13.08 Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Company with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in sub-section (b) above by written notification received by the Company at least two (2) weeks in advance thereof.
- (d) Effective on confirmation by the Unemployment 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 Unemployment Insurance pregnancy benefits pursuant to Section 18 of the Unemployment 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 unemployment insurance benefits and any other earnings. Receipt by the Company of the employee's unemployment insurance cheque stubs shall constitute proof that she is in receipt of Unemployment 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 Unemployment Insurance benefits.

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

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

13.09 Parental Leave

- (a) Parental leaves will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- (b) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification of at least two (2) weeks in advance of the date of the commencement of such leave and the expected date of return.

- (c) For the purposes of this Article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.
- (d) An employee who is an adoptive parent shall advise the Company as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

An employee who is an adoptive parent may extend the parental leave for such greater time as may be required by the adoption agency concerned to a maximum total of six (6) months.

An employee shall reconfirm his or 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 Unemployment 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 Unemployment Insurance parental benefits pursuant to Section 18 of the Unemployment 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 Unemployment Insurance benefits and any other earnings. Receipt by the Company of the employee's unemployment insurance cheque stub will serve as proof that the employee is in receipt of unemployment 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 Unemployment Insurance benefits.

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

- (f) Credits for service and seniority shall accumulate for a period of up to eighteen (18) weeks while an employee is on parental leave.
- (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 for a period of up to eighteen (18) weeks while the employee is on parental leave.
- (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 he/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 1870 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), lay-offs, and in recalling employees from lay-offs, 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 from one group to another, appointment shall be made of the senior applicant able to meet the normal requirements of the job.

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

- (a) dismissal for just cause;
- (b) voluntary resignation;
- (c) failure to report for work after a lay-off and after receipt of notice to report for his 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) after a lay-off extending for a period of time equal to 1870 regularly scheduled working hours.

14.05 When an employee is subject to having his employment terminated for any reason other than disciplinary causes, the Company will offer any available employment to him provided that he has the basic qualifications. In interpreting this Article, an employee shall be considered to have the basic qualifications if he 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 per cent (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' names and seniority dates.

14.07 Effective for employees transferred out of the bargaining unit subsequent to August 3, 1989:

- (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.
- (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, he shall be credited with the seniority held at the time of transfer, and resume accumulation from the date of this return to the bargaining unit.
- (c) In the event an employee transferred out of the bargaining unit under (b) above is returned to the bargaining unit within a period of six (6) calendar months, he shall accumulate seniority during the period of time outside the bargaining unit.

NOTE - Existing employees in supervisory positions as of August 3, 1989, if returned to the bargaining unit, will receive their full, unbroken seniority.

14.08 The Company undertakes to notify the Union in advance so far as practicable, of any technological changes which the Employer has decided to introduce which will significantly change the status of employees within the bargaining unit. The Company agrees to discuss with the Union the effect of such technological changes of the employment status of employees and to consider practical ways and means of minimizing the adverse effect, if any, upon employees concerned. Employees with one or more years of continuous service who are subject to lay-off 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 - Lay-offs and Recalls

14.09 The lay-off 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 lay-off of a permanent or long-term nature or the elimination of a position within the bargaining unit, the Employer shall:

- (i) provide the Union with no less than three (3) months' written notice of the proposed lay-off 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 lay-off, or pay in lieu thereof for employees with five (5) years or more fulltime service.
- (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 one (1) year fulltime service, one (1) month written notice.

NOTE - Where a proposed lay-off 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 lay-off.

(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 lay-off(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 3rd stage.

(d) Employee(s) in receipt of the notice of lay-off pursuant to the above may:

(i) accept the lay-off; 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 lay-off of an employee, the Employer shall pay its share of insured benefit premiums up to the end of the month in which the lay-off 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 lay-off occurs. Such payment can be made through the payroll office of the Employer provided that the employee informs the Employer of his/her intent to do so at the time of the lay-off and arranged with the Employer the appropriate payment schedule.

14.13 Notwithstanding the provisions in this Article, including Article 14.09, the Employer agrees that in the event of a permanent lay-off, the following procedure shall be followed:

1. All students shall be laid off first and not re-hired while any other employee is on lay-off.
2. All On Call employees shall be laid off next and not re-hired while any other fulltime General Linen Worker is on lay-off.
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 lay-off has the ability to meet the normal requirements of the job. An employee so displaced shall be deemed to have been laid off.

- (b) An employee shall have the opportunity of recall from a lay-off 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 Employer shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Employer which notification shall be deemed to be received on the second day following the date of mailing. 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 is solely responsible for his/her proper address being on record with the Employer.

14.16 Employees on lay-off 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 lay-off.

14.17 No fulltime employee within the bargaining unit shall be laid off by reason of his/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 lay-off pursuant to Article 14.11 that his/her position will be eliminated, he/she shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of eight (8) weeks' pay and, on production of receipts from an approved education programme within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of \$2,000.
- (b) Where an employee with five (5) or more years fulltime service resigns later than one (1) month after receiving notice pursuant to Article 14.11 that his/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 lay-off in any classification(s), the Employer 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 lay-off 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.

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. The successful candidate will have his name posted on the Notice Board. During such posting period the Company may temporarily fill the vacancy as it sees fit.

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 himself unable to perform the duties of the new job classification, he shall be returned to his 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 his 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 his basic rate or that of the job classification to which he 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 his regular duties shall be given the opportunity of performing work within his 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.C.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 Employer. 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 his probation period will be credited with the appropriate seniority.

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

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

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

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

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

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

In the event the absent employee does not return to work, and it is decided that this day shift position will be filled permanently, then the position will be posted again on the afternoon shift for 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 April 1 of each year.

16.02 Vacations will be allotted on a fair basis, and the resultant vacations schedule will be posted April 15th each year. All vacations shall be taken at the discretion of the Administration.

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

16.04 Vacations earned during the period May 1st of the preceding year to April 30th 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 1st 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 (2nd) 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 (5th) 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 (15th) year: four (4) weeks annual vacation with pay.
- (e) will have completed fifteen (15) years in the current calendar year, and thereafter to and including the twenty-fifth (25th) year: five (5) weeks annual vacation with pay.
- (f) will have completed twenty-five (25) years in the current calendar year, and thereafter: six (6) weeks annual vacation with pay.

16.06 When a recognized holiday falls during his scheduled vacation, an employee may elect to receive an additional day's pay at his basic rate in lieu of the holiday. Failing such election, at the discretion of the Administration, he 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 his 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 his vacation credits shall be turned over to his 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.

ARTICLE 17 - RECOGNIZED HOLIDAYS

17.01 Only the following days are recognized as holidays:

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

There shall be three (3) Float Days in each calendar year. The Float Days to be taken at a time mutually agreed between the Employer 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.

17.02 An employee may elect to be compensated for each recognized holiday at his basic rate or take a lieu day off with pay within the period of 30 calendar days prior to or 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 December 31st 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 him 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 he is entitled.

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

17.05 On time cards, all hours worked will be entered under the calendar day on which the shift begins.

17.06 Administration 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 his basic rate.

ARTICLE 18 - BENEFITS

18.01 Employees working regularly scheduled hours of more than twenty-four (24) hours per shift:

- (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 (a) Employees working regular scheduled hours of more than twenty-four (24) hours per shift 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, Administration'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 five dollar (\$5.00) 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 \$90.00 every 24 months) as well as hearing aid allowance (lifetime maximum \$500.00 per individual).

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 ODA fee schedule as it may be updated from time to time) providing the balance of the monthly premium is paid by the employee through payroll deduction.

- 18.08** (a) Effective January 1, 1989 and on that date for each subsequent calendar year, upon presentation of a receipt from each fulltime employee, the Company will provide \$35.00 per calendar year 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 employees performing the following function to wear appropriate safety footwear:

- (1) Maintenance.

- (b) Effective January 1, 1991, and on that date for each subsequent calendar year, the Company will provide \$25.00 per calendar year to each fulltime employee, in the Mechanic job classification, as a tool allowance.

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, exclusive of a one-half (.5) hour 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 makeup for overtime worked.

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

19.07 Temporary Transfer

Where an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit for a period in excess of one-half of a shift, he/she shall be paid the rate in the higher salary range immediately above his/her current rate from the commencement of the shift on which he/she was assigned the job.

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 6:00 P.M. Shift premium shall not be paid if the employee's hours of work before 6:00 A.M. or after 6:00 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.

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. Such notices must be submitted to and approved by the Production Superintendent or his appointee before posting. The bulletin boards shall be those already provided at the employees' entrance and the lunch room.

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

20.03 The Terms of Reference, as developed for the Joint Health and Safety Committee by the Ministry of Labour on or about March 27, 1991, 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 his or her employment qualifications.

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

20.05 Where the Company identifies high risk areas where employees are exposed to infectious or communicable diseases for which there are available protective medications, such medications shall be provided at no cost to the employee.

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 his basic rate for each callback with a guaranteed minimum of three (3) 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 his customary transportation facilities he shall be provided with transportation by taxi from and to his home at the Company's expense, or car mileage allowance at twenty (20) cents per kilometre for the round trip.

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 Employer shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a lay off of any employee, other than casual part-time employees, 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 effective September 29, 1992, as set out in Schedule "A", shall be frozen for all classifications, and shall remain in effect for the duration of this Agreement.



ARTICLE 24 - VALIDITY

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

ARTICLE 25 - COPIES OF COLLECTIVE AGREEMENT

25.01 The parties will share equally the costs of printing in booklet form sufficient copies of this Collective Agreement.

ARTICLE 26 - DURATION

26.01 This Agreement shall remain in full force until September 28, 1999, 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 27th day of February, 1997.

MOHAWK HOSPITAL SERVICES, INC.

C.U.P.E. LOCAL 1605

[Signature]
Beth Belanger

[Signature]
S. [Signature]
Eleanor [Signature]



SCHEDULE "A"

WAGES

Classification	Start	After 3 months employment	After 6 months employment	After 1 year employment
<u>Effective September 29, 1992</u>				
General Linen Worker	13.4475	13.6583	13.8701	14.1872
Processor	13.5620	13.9838	14.4069	14.9351
Mechanic	18.7794	18.9901	19.3074	19.8352
Mechanic's Helper	14.1145	14.3102	14.5642	14.9865

It is agreed and understood that the wages as set out in Schedule A for the classification of General Linen Worker include Pay Equity adjustments which were implemented as follows:

January 1, 1990	\$0.10 per hour
January 1, 1991	\$0.10 per hour
January 1, 1992	\$0.10 per hour

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 less than twenty-four hours; and

(b) persons whose employment is on an intermittent or part-time basis.

2.02 Part-time employees working regularly for more than twenty-four (24) hours per week shall be entitled only to a commensurate proportion of the benefits under this Plan.

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

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

3. ADMINISTRATION

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

4. SICK LEAVE CREDIT ALLOWANCE

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

5. ELIGIBILITY FOR SICK PAY

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

- (a) by reason of disability caused by factors over which he has no reasonable or immediate control; or
- (b) when by reason of exposure to a contagious disease, the Management is satisfied that his attendance at work might endanger the health of others.

6. PROCEDURE

6.01 When an employee is absent due to disability he shall on the first day of absence, make or cause to be made a report as to his disability to his supervisor, and he also, upon request, will furnish within three (3) days of the request, satisfactory evidence of his disability.

6.02 When the absence continues to the third working day, the employee shall furnish, upon the employee's return to work or before, a certificate of a duly qualified medical practitioner.

6.03 When the absence continues or is expected to continue beyond fourteen (14) days, the employee shall then make or cause to be made a report as to his disability to his supervisor and supported by a written opinion of a duly qualified medical practitioner, as to the expected duration of the period of disability, and if such disability continues longer than indicated in the said written opinion, another such written opinion shall be furnished.

6.04 An employee failing to file a doctor's certificate or other reasonable evidence as required by this Article within twenty-one (21) days of a request for the same may be considered as being absent without leave and is subject to have his name removed from the payroll on instructions of the President.

7. SICK PAY CHARGEABLE TO SICK LEAVE BANK

7.01 All sick pay to be paid to any employee under the provisions of this Plan shall be charged against his accumulated sick leave credit, and *no* sick pay shall be paid to any employee whose sick leave credit is exhausted.

7.02 Only regular assigned working days form a part of an illness period and only such working days shall be charged against an employee's cumulative sick leave credit.

7.03 Recognized holidays and regular days off will not be paid from sick leave credits.

8. WHEN WORKERS' COMPENSATION BOARD AWARDS

8.01 Where an employee is prevented from working for the Company on account of an occupational illness or accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the Workers' Compensation Act, the Company, on application from the employee will utilize the employee's accumulated sick leave credits to supplement the award made by the Workers' Compensation Board for loss of wages to the employee by such amount that the award of the Workers' Compensation Board for loss of wages, together with the supplementation of the Company, will equal 100% of the employee's net earnings, to the limit of the employee's accumulated sick leave credits. Where a WCB 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.C.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.

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 lay-off, or of leave of absence without pay.
- (c) An employee shall not be entitled to sick leave pay for the first day of absence from work during the fourth and successive illnesses in any calendar year of employment.

10. LOSS OF ACCUMULATED SICK LEAVE

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

11. **SICK LEAVE GRATUITY**

11.01 An employee with not less than five (5) years' seniority, shall on termination of employment for reasons other than discharge for just cause, receive fifty per cent (50%) of his unused sick leave credit accumulation at his current rate of pay to a maximum of 1860 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 lay-off, 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 lay-off; or
- (c) upon the expiration of a period of leave of absence if he does not return to work immediately on expiration of the leave of absence.

13. **APPLICATION IN EVENT OF DEATH**

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

SCHEDULE "C"
MOHAWK HOSPITAL SERVICES, INC.
TERMS OF REFERENCE
FOR THE
JOINT OCCUPATIONAL HEALTH AND SAFETY COMMITTEE

January, 1991

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.

Joint Committee members' names 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.

INSPECTIONS

- 2.2 Inspections of the workplace shall be conducted regularly in accordance with the Occupational Health and Safety Act.
- 2.3 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.
- 2.4 Scheduling for inspections will be agreed to by the Joint Health and Safety Committee.

3. MINUTES OF MEETINGS

- 3.1 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.

4. QUORUM

- 4.1 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.

5. PAYMENT FOR ATTENDANCE AT MEETINGS

5.1 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 8 (12).

6. MEETING AGENDA

6.1 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.

6.2 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.

7. GENERAL

7.1 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.

7.2 Committee members will ensure the factual basis of all complaints before presenting them to the Committee.

7.3 Medical or trade secret information will be kept confidential by all Committee members.

LETTER OF UNDERSTANDING

BETWEEN

MOHAWK HOSPITAL 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 the Production Manager 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.

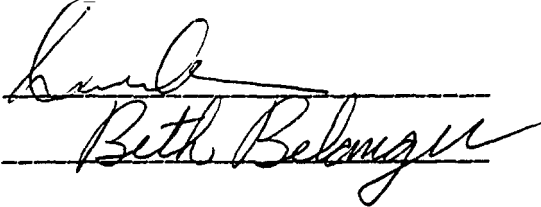
The number of employees per rotation will depend on workflow, scheduling requirements and the number of afternoon employees replacing absent employees under Article 15.05 and may need to be adjusted during the year to accommodate these fluctuations.


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

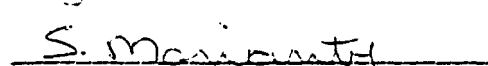
Dated at Hamilton, Ontario, this 27th day of February, 1997.

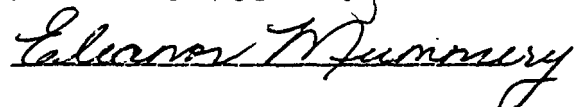
MOHAWK HOSPITAL SERVICES, INC.

C.U.P.E. LOCAL 1605









LETTER OF UNDERSTANDING

BETWEEN

MOHAWK HOSPITAL SERVICES, INC.

AND

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1605

Mohawk Hospital Services, Inc. has historically provided extended work breaks of an extra five (5) minutes which increased the break to twenty (20) minutes, when Plant conditions warranted due to excessive heat/humidity conditions.

In an effort for joint ownership in the decision-making process regarding this matter, and the Company's recognition of the Union's sound judgement, while keeping in mind our joint responsibility to provide the required service to our customers, the Parties agree to the following process:

When an extended break is requested on a particular day, the Union representative (designated by the Union in writing) shall meet with the Production Superintendent or Production Manager (or either designate in their absence), to request the extension. When the Parties cannot agree, the matter shall be referred to the President (or his designate in his absence) for resolution.

Where the Parties can still not agree, the Union shall have two (2) separate occasions during the calendar year for the Day Shift and two (2) separate occasions for the Afternoon Shift, in which the Union's position will prevail.

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

Dated at Hamilton, Ontario, this 27th day of February, 1997.

MOHAWK HOSPITAL SERVICES, INC.

C.U.P.E. LOCAL 1605

