

COLLECTIVE AGREEMENT

- between -

MEDICAL LABORATORIES OF WINDSOR

- and -



unifor
theUnion | lesyndicat

AND LOCAL 2458

MARCH 14TH, 2014 TO AND INCLUDING MARCH 13TH, 2017 **14760 (02)**

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ARTICLE 1 - PURPOSE

- 1:01 The parties agree that the purpose and intent of the Agreement is to promote the mutual interest of the Employer and its employees and to provide for the operation of the Employer in a manner that will further, to the maximum extent possible, the creation of harmonious relations between the Union and the Employer.
- 1:02 Further, it is the intent and purpose of the parties that this Agreement will establish relationships between the Union and the Employer, as set out in this Agreement, covering rates of pay, hours of work and other working conditions and also to provide a mechanism for the resolutions of **complaints and** grievances.

ARTICLE 2 – RECOGNITION AND SCOPE

- 2:01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of Medical Laboratories of Windsor Limited in the City of Windsor, the Town of Tecumseh and the Municipality of Leamington, save and except supervisors, persons above the rank of supervisor, office and clerical staff.
- 2:02 Where the feminine pronoun is used in this Agreement, it shall mean and include the masculine pronoun where the context so requires, and vice versa; and similarly shall include the plural and vice versa where the context so requires.
- 2:03 The parties acknowledge and agree that the past practice of the five (5) working supervisors named in the OLRB decision of March 14th, 2011 in the areas of microbiology, histology, hematology, chemistry and client services will continue during the life of this Collective Agreement. The parties recognize and agree that the hours spent doing the work of the bargaining unit as identified in the OLRB decision for the five (5) working supervisors will not increase. Such continuation of the performance of the bargaining unit work will not result in the layoff, demotion, displacement or reduction of hours to occur to any employee in the bargaining unit.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3:01 The Union agrees that it is the exclusive and undisputed right of the Employer to operate and manage its business enterprises in all respects and in accordance with its commitments and responsibilities, except as expressly and specifically limited in writing by this Agreement. Without limiting the generality of the foregoing, the Employer shall have the following rights:

- (a) Maintain order, discipline and efficiency.
- (b) To operate and manage its business and direct the workforce in accordance with its commitments and responsibilities.
- (c) To determine the work to be performed and establish locations, standards, methods, means, procedures and schedules of operations and hours of work.
- (d) To determine the qualifications, job classifications, select, hire, transfer, promote, demote, dismiss, evaluate & test, layoff, suspend, discharge and otherwise discipline for cause any employee and to increase or decrease the size and composition of the workforce.
- (e) To make, alter, amend and enforce rules and regulations to be observed by employees and to review and amend those rules from time-to-time and make changes as deemed appropriate by the Employer.

3:02 When a new bargaining unit classification is established by the Employer, the Employer shall advise the Union of the new classification and the rate of pay. Where the Union challenges the rate established by the Employer and the matter is not resolved following a meeting with the Union, the matter may be referred to Arbitration in accordance with the arbitration provisions of this Collective Agreement. The arbitrator shall be limited to establishing an appropriate rate based on the relationship amongst other, existing classifications of the Employer and taking into consideration the pay rates and scales of other community medical laboratories in the Province of Ontario and in accordance with the Pay Equity Act. If the matter is advanced to arbitration, the arbitrator will have the jurisdiction to deal with the matter of retroactivity.

3:03 All matters concerning the operation of the Employer's business not specifically dealt with herein shall be reserved to be Management's Rights.

3:04 The Employer will provide the Union Chairperson with as much notice as is possible of any change(s) concerning rules and regulations as referred to in Article 3:01 (e) above, but in no event will the Employer provide less than two (2) working days' notice of any material change.

3:05 The Employer agrees that such rights shall be exercised in a manner consistent with the terms and provisions of this Agreement.

ARTICLE 4 – UNION SECURITY

4:01 The Employer shall deduct an amount equal to regular monthly Union Dues for the term of this Agreement according to the following conditions:

- (a) All employees covered by this Agreement shall, as a condition of employment, have deducted from their pay each month an amount equivalent to the regular monthly Union Dues as certified to the Employer, in writing, by the Union or as may be amended from time to time by the Union.
- (b) New employees shall have deductions made on the first regular deduction date following completion of thirty (30) calendar days of employment.
- (c) Union Dues will be deducted from each employees' pay and the same shall be remitted by the Employer to **Unifor** Local 2458, Financial Secretary Treasurer, not later than the 15th day of the following month.
- (d) The Employer agrees when forwarding Union Dues to submit a list indicating the names and addresses of those employees for whom deductions were made, showing the amounts deducted, and dates of hire of those employees hired in the preceding month as well as the names of any terminating or terminated employees from the preceding month.

4:02 T-4 slips issued annually to employees will show deductions made for Union Dues.

4:03 The Union will save the Employer harmless from any claims that may arise from any deduction from wages in respect of check-off of assessments or any action taken in this respect at the direction of the Union.

ARTICLE 5 – UNION REPRESENTATION

5:01 The Union has the right to elect, or in certain circumstances select, a Union Committee of three (3) representatives, one (1) of whom shall be the Chairperson.

5:02 The Committee has the right to assist all employees on all shifts in dealing with and presenting grievances to management as well as the right to negotiate for any renewal or extension of this agreement.

- 5:03 The Union recognizes that Committeepersons have a primary obligation while at work, which is to perform their regular duties on behalf of the Employer. Committeepersons may not leave their regular workplace without consent of their immediate supervisor nor shall they enter another of the Employer's workplaces without the consent of the appropriate supervisor. Such consents will not be unreasonably withheld.
- 5:04 A Committeeperson shall not suffer loss of pay while carrying out normal, day-to-day Union business during regularly scheduled hours of work. When a Committeeperson is requested by the Employer to attend a meeting outside their regularly scheduled working hours, she shall be paid her straight time hourly rate for all such time.
- 5:05 All newly hired employees will be provided, as a part of their orientation, with a copy of the current Collective Agreement, as well as a list of Committeepersons provided by the Local Union. The Employer will encourage all bargaining unit employees to familiarize themselves with the terms of the Collective Agreement as well as their Committeepersons.
- 5:06 All correspondence initiated by the Employer arising out of this Agreement or incidental meetings shall be addressed to the Committee Chairperson or her designate and all correspondence initiated by the Union arising out of this Agreement or incidental meetings shall be addressed to the **Laboratory Manager** or **his**/her designate.
- 5:07 The Employer recognizes the right of the Union Committee to have representatives of the Union attend grievance and negotiating meetings and subject to the provisions of Article 11, Labour-Management meetings with the Employer.
- 5:08 (a) The Employer agrees to recognize a Negotiating Committee composed of three (3) Committee members, appointed, elected or otherwise selected.
- (b) The purpose of the Negotiating Committee will be to negotiate with the Employer for the renewal of the Collective Agreement as hereinafter provided, and the Employer will meet to negotiate with the Negotiating Committee and representatives of the Union for this purpose.
- (c) In the period of six (6) months prior to the termination of this Collective Agreement, each member of the Union Committee shall be entitled to one (1) shift with pay, to prepare and finalize bargaining proposals.

- (d) The Employer agrees to pay three (3) members of the Negotiating Committee for all regularly scheduled working hours lost due to attending negotiations up to and including conciliation.
- 5:09 The Union agrees to provide the Employer with a list of all Committeepersons, including the name of the Chairperson. Such notices and any subsequent changes to the list will be provided to the Employer in a timely manner. The Employer agrees if it makes any changes to its supervisory or management teams, it will provide a copy of all such organizational announcements to the Union.
- 5:10 The Employer agrees when forwarding Union Dues to submit a list providing the following information, including information of those employees for whom deductions were made, showing the amounts deducted, and dates of hire of those employees hired in the preceding month.
- (a) Names of all employees in the bargaining unit, their job title, classification, employee identification number, salutation, gender, employee hire date, home address, home telephone, hourly rate and hours worked in the month;
 - (b) Names of employees whose employment was terminated;
 - (c) Names of employees who have resigned or retired;
 - (d) Names of employees who have attained seniority;
 - (e) Names of employees who are on leave of absence;
 - (f) Names of employees receiving long term disability payments;
 - (g) Names of employees laid off or on recall;
 - (h) Notification of death of current employees; and
 - (i) Bargaining Unit employees hired outside of the Bargaining Unit.
- 5:11 Where it is practical to do so, the Employer will make available to the Union a bulletin board for each of its licensed locations. For those locations where it is not practical for a bulletin board to be installed, the Employer will make available a binder for the exclusive use of Union notices and bulletins. Any notices to be posted or filed will first be approved by the Employer and notices will be limited to notices of meetings, social events and other official Union related matters. Such approval shall not be unreasonably withheld by the Employer.

5:12 The Employer will make available for the Union's exclusive use, unrestricted office space sufficient to accommodate a locked filing cabinet of normal dimensions. The Union's filing cabinet will be situated in an area where Union Committeepersons will have ready access to the cabinet on a regular and ongoing basis.

ARTICLE 6 – NO STRIKE OR LOCKOUT

6:01 The Employer will not cause or direct any lockout of its employees and the Union will not cause or direct any strikes, nor will employees participate in any collective action which will interfere with the operation of the Employer. The definition of "lockout" and "strike" as used in this Section 6:01 shall be in accordance with the *Ontario Labour Relations Act*.

ARTICLE 7 – GRIEVANCE PROCEDURE

7:01 It is the mutual desire of the Employer and the Union that all complaints and grievances shall be settled as quickly as possible.

The purpose of this Article is to establish a procedure for the discussion and prompt resolution of grievances arising from the interpretation, application, administration or alleged violation of the provisions of this Agreement.

7:02 Pre-Grievance Resolution

- (a) It is the mutual desire of the Parties that complaints of employees be addressed as quickly as possible and it is understood that an employee will, in good faith, first give her immediate supervisor an opportunity to address the complaint.
- (b) Complaints shall be brought to the attention of the employee's immediate Supervisor within three (3) working days of the employee becoming aware or ought reasonably to have become aware of the incident or circumstances giving rise to the complaint.
- (c) The immediate supervisor will respond to the complaint as soon as possible after the initial discussion with the employee, but in no event will the response be given later than **three (3) working days**. If the matter is not resolved, it may be taken up as a grievance.

7:03 **Step 1**

The Committeeperson will, within five (5) working days of the receipt of the immediate supervisor's response in Article 7:02(c), file a written grievance with the employee's immediate supervisor. The grievance will identify the nature of the grievance, including the Article alleged to be violated, and the remedy sought.

The immediate supervisor will have five (5) working days from receipt of the grievance to respond to the grievance in writing. Should the Union Committee be dissatisfied with the supervisor's decision, the Union Committee may refer the grievance to Step 2.

7:04 **Step 2**

The Union Committee within five (5) working days of receiving the response in Step 1, will forward the grievance to the **Laboratory Manager or his/her designate. The Laboratory Manager or his/her designate** will arrange a meeting to discuss the grievance within five (5) working days of receipt of the grievance. The Union National Representative and/or President of the Local Union or designate may be in attendance at this meeting.

The Employer's decision relating to the grievance shall be in writing/**email** and, if not rendered during the meeting, shall be rendered to the President of the Local Union or designate within five (5) working days after the holding of the meeting. If the Employer's decision is not satisfactory to the Union, it may be referred to Arbitration as per Article 8.

7:05 The term working days when used in the Agreement for the Grievance Procedure, shall exclude Saturdays, Sundays and holidays.

7:06 Any request for an extension to time limits set out above must be in writing to the other party, and if an extension is agreed, the parties must stipulate the revised deadline.

7:07 Individual and group grievances will be filed at Step 1 of the Grievance Procedure. Policy grievances and grievances related to the suspension or termination of an employee will be filed at Step 2 of the Grievance Procedure. All grievance forms and appeal forms shall be supplied by the Union.

7:08 The Employer may file a grievance arising from the interpretation, application, administration or alleged violation of the provisions of this Agreement. Such grievance shall be submitted by the Employer to the **Unifor** National Representative within ten (10) working days of the Employer becoming aware or ought reasonably

to have become aware of the incident or circumstances giving rise to the grievance.

Any grievance filed by the Employer will be filed at Step 2 of the Grievance Procedure and the Employer has the right to advance the matter to arbitration if it is not satisfied with the Union's Step 2 response.

ARTICLE 8 – ARBITRATION

- 8:01 Within ten (10) working days of receiving a response at Step 2 of the Grievance Procedure as established at Article 7:04 of this Agreement, either party may request that a grievance be advanced to arbitration. Such request shall be made in writing addressed to the other party. Within five (5) working days of receipt of such notice, the parties or their representatives shall discuss and make their best efforts to agree to the appointment of an arbitrator. If the parties fail to agree upon the appointment of an arbitrator, the appointment shall be made by the Minister of Labour for the province of Ontario upon request of either party.
- 8:02 No person shall be selected as an arbitrator who is acting or who has acted in the capacity of a solicitor, legal advisor, counsel or paid agent of either of the parties or who has been involved in any attempt to negotiate or settle the grievance.
- 8:03 The decision of the arbitrator shall be final and binding upon the parties to this Agreement, but in no event shall the arbitrator have the power to alter, modify or amend this Agreement in any respect, or to substitute any new provisions for any existing provisions nor to make any decision inconsistent with the terms and provisions of this Agreement.
- 8:04 Each party to this Agreement shall pay one-half (1/2) of the fees and expenses of the arbitrator.
- 8:05 Time limits established in this Arbitration Procedure may be extended by consent of both parties to this Agreement, in writing, stipulating any new or revised deadline.

ARTICLE 9 – SENIORITY

- 9:01 Seniority will operated on a bargaining unit wide basis.

9:02 An employee's seniority will be defined as length of service in the bargaining unit with the Employer from the most recent date of hire.

9:03 Employees names shall appear on a seniority list in order of their relative dates of hire. The parties agree that where two or more employees are hired on the same date, a lottery draw (i.e. drawing names from a hat) will be used to determine relative seniority, with the lottery draw to be administered by both parties and with the results being final and binding upon all parties and not subject to change.

9:04 The Employer agrees to post copies of the seniority list on the thirtieth (30th) day of June and the thirty-first (31st) day of December each year. A copy of any seniority list will also be forwarded to the Union. Upon posting the list, employees and the Union will be obligated to review it contents and notify the Employer, in writing, or any errors or omissions within thirty (30) calendar days of the date the list is posted. If no complaint is received within that period alleging an inaccuracy, then the list will be deemed to be correct until the next time that it is posted. If errors are identified and confirmed, changes will be made prior to the next posting of the list, but no claim of any sort will be honoured in this situation whether raised by the Union or the Employee.

9:05 **Loss of Seniority**

Seniority rights shall cease for any of the following reasons:

1. If an employee voluntarily **terminates the employment relationship with** the Employer;
2. If an employee is **terminated** for just cause and such employee is not reinstated pursuant to the provisions of the Grievance Procedure;
3. (i) Without sufficient cause, if an employee overstays a leave of absence and does not report to work on the day scheduled following an approved leave of absence;
or
(ii) Without sufficient cause, if an employee is absent from work for a period of three (3) consecutive scheduled days of work.
4. If laid off, an employee will be retained on the seniority list for a period **equal to** her seniority for up to eighteen (18) months maximum. **Employees shall be retained on the recall list for a minimum period of six (6) months.**

5. For any bargaining unit employee who successfully accepts a transfer or applies to a position outside of the bargaining unit, for the first thirty (30) calendar days the employee will have the ability to return to her previous position in the bargaining unit or the **Employer** will have the ability to return her to her previous position without loss of seniority or other consequences to the employee.

ARTICLE 10 – LAYOFF AND RECALL RIGHTS

10:01 The parties recognize the existence of the job classifications as set forth in Schedule “A” hereto.

10:02 The following procedure will apply in the event of layoff or recall of employees. For the purposes of this Article only, a layoff will include a reduction of hours whereby a full time employee has her scheduled hours of work reduced by more than ten percent (10%) over a period of six (6) consecutive weeks.

10:03 Irrespective of the proposed nature of a layoff, the Employer agrees that it will provide the Union with as much advance notice of the layoff as circumstances permit, but in no event will the Union be provided with less than thirty (30) **calendar** days’ notice if the layoffs are to be long-term or permanent as defined by the *Ontario Employment Standards Act (2000)*. As well, the parties will meet to discuss the classification(s) where the layoffs will occur and opportunities to minimize the impact of the layoffs on bargaining unit employees.

10:04 Where the workforce within a department is to be reduced by the Employer, probationary employees within the affected job classification(s) shall be the first to be laid off. It is agreed that should co-op students be in the workplace during a layoff, the co-op student(s) shall only shadow and will not perform bargaining unit work. If additional reductions are required, the most junior employee in the job classification will be the next to be laid off.

10:05 Employees to be laid off will be permitted to exercise their seniority rights to displace a junior employee in any other department or classification, provided they have the necessary qualifications, skill and ability to perform the work, without additional training. Employees displacing a junior employee will assume the rate of the classification into which they bump.

10:06 The procedure set out at Article 10:05 of this Agreement will continue until the most junior employee involved is laid off at which time the employee to be laid off will receive notice or pay in

- lieu of notice as established in the *Ontario Employment Standards Act (2000)*.
- 10:07 The parties agree that when layoffs are necessary, the Chairperson shall be last employee laid off provided that she possesses the skill, ability, qualifications and experience to perform the remaining work available.
- 10:08 Any required notice of layoffs will be as prescribed by the *Employment Standards Act (2000)* and will be delivered to employees in accordance with the Act.
- 10:09 A copy of the layoff notice shall be sent to the Union at the same time as it is given or mailed to the employee(s) concerned.
- 10:10 Employees shall be recalled in reverse order of layoff, by written notice, delivered by registered mail to the last recorded address of the employee. A copy of such notice shall be provided to the Union. Any employee who does not respond to a written notice of recall or who does not report to work as scheduled in response to such notice within five (5) working days shall be deemed to have abandoned her employment and will be removed from the seniority list.
- 10:11 No new employee(s) will be hired in an employee's classification until those laid off from the classification, and who retain the right to be recalled, have first been given the opportunity to be recalled.
- 10:12 Subject to Article 9:05(5) of this Agreement, seniority will continue to accrue during a period of layoff.
- 10:13 If an employee has been laid off for a period beyond the limits of her recall rights, as defined at Article 9:05(4) of this Agreement, without having been recalled, she will receive severance pay as calculated at the time of layoff, and her employment relationship will be deemed to have been terminated. **Severance will be paid as prescribed by the *Employment Standards Act (2000)*.**
- 10:14 Should an unforeseen event occur which is beyond the control of the Employer, such as a natural disaster, equipment failure, computer system failure or the like, necessitating a reduction of operations at one or more locations of the Employer, the Employer will determine what alternative work, if any, will be available and will make alternative work available to employees subject to the following guidelines. Employees shall be canvassed in order of seniority to determine their interest in assuming the alternative work. Employees will be given the options of accepting the alternative work, taking a short term layoff or taking vacation time

if they have such time available. Employees who accept the alternative work offered will be paid the rate of the classification they assume.

ARTICLE 11– LABOUR-MANAGEMENT COMMITTEE

11:01 The Employer and the Union recognize the mutual benefit of ongoing consultation and communications.

11:02 Without limiting the opportunities for the Employer and the Union to utilize other avenues of communications, the parties agree to establish a Union-Management Committee.

11:03 The Committee will meet **monthly** at a time that is mutually agreed to. Only agenda items submitted by either side at least three (3) days in advance of the date of the meeting will be discussed.

11:04 The Committee will be limited to three (3) representatives of the Employer and three (3) representatives of the Union. The duration of the meetings should be consistent with the number and complexity of the topics to be discussed, although the parties agree that outstanding issues should be adequately discussed in no more than two (2) hours.

11:05 The parties will not have the power to add to or modify the terms of this agreement or deal with grievances or health and safety related matters in this forum.

11:06 Where either party to this Agreement wishes to invite someone external to the normal workings of the Committee, advance notice will be given as to who will be in attendance and the purpose, and such information will be provided at the time agenda items are exchanged. The other party will have the ability to have someone in attendance at the scheduled meetings with comparable knowledge and expertise. If scheduling of such representatives causes a delay in the scheduling of Labour-Management meetings, the parties agree that deadlines may be extended.

ARTICLE 12 – PROMOTIONS AND STAFF CHANGES

12:01 All permanent vacancies, including any newly created, permanent bargaining unit positions, shall be posted and/or otherwise distributed for five (5) working days at all branches, during which time members of the bargaining unit who have successfully

completed their probationary period may apply for the position in writing on the form supplied by the Employer.

- 12:02 All job postings shall identify the job classification, job requirements, shift and shift rotation (if applicable), hours of work and rate of pay.
- 12:03 If no application from the bargaining unit received in response to a job posting, or if there are no applicants satisfactory to the Employer, the Employer may hire from outside of the bargaining unit, following the conclusion of the job posting procedure.
- 12:04 Where more than one (1) bargaining unit employee makes application on a job posting, seniority will be the deciding factor in determining the successful applicant where skill, ability and qualifications amongst the applicants are relatively equal.
- 12:05 An employee who is the successful candidate for a job posting as established at Article 11:01 will be given a period of thirty (30) calendar days with the first fifteen (15) calendar days to be treated as a training period and the second period of fifteen (15) calendar days to be treated as a trial period. During this period of thirty (30) calendar days, once the successful applicant has completed no less than five (5) shifts on the newly accepted job, the Employer may return the employee to her previous position if it is determined that she does not have the ability to continue in that new role or the employee may elect to return to her previous position without loss of seniority and rate of pay.
- 12:06 If the applicant proves unsatisfactory during the evaluation period, the Employer will meet with the Union and discuss the reasons why the applicant was unsuccessful.
- 12:07 In the event that an employee returns or is returned to her previous position in accordance with Article 12:05, the Employer will review the remaining candidates from the job posting involved and may award the job to the most senior qualified candidate possessing the skill, ability and qualifications.
- 12:08 The successful supplicant will be notified in writing.
- 12:09 Any permanent vacancy caused by the movement of an employee to fill a permanent vacancy in accordance with the job posting procedures as set out above, will be posted for a period of only three (3) working days.

- 12:10 (a) A temporary vacancy is defined as a vacancy created by the absence of a bargaining unit employee for a period known to be in excess of six (6) months.
- (b) Filling of temporary vacancies will be in accordance with the job posting procedure set out above and all successful applicants for a temporary vacancy will continue to accrue seniority while filling a temporary vacancy. If the Employer elects to fill the position vacated by the successful applicant for the temporary vacancy it will do so using the job posting procedure set out above, but any subsequent vacancies will be filled at the discretion of the Employer.
- (c) At the conclusion of a temporary vacancy the successful applicant will return to her previous position. If, during the period of the temporary vacancy the previous position has been eliminated or discontinued, the successful applicant for the temporary vacancy will be notified and will be permitted to exercise her seniority rights as set out at Article 10 of this Agreement.
- (d) The successful applicant for a temporary vacancy will be paid the rate of the job which she is performing, and will be eligible for any wage increases which occur during the period of her temporary transfer.
- (e) Should the temporary vacancy become a permanent vacancy, the job posting procedure set out above will be used to fill the permanent vacancy.

ARTICLE 13 – PROBATIONARY PERIOD

13:01 An employee shall be considered as probationary for a period of four hundred, fifty (450) hours actually worked or nine (9) calendar months, whichever comes first. If, during the probationary period the new employee's performance, in the sole opinion of the Employer, is deemed to be less than satisfactory, the Employer may discharge such employee without providing any reason and without reference to any provision of this Collective Agreement.

13:02 During this probationary period, an employee will have no seniority rights under this Collective Agreement. The Employer shall not be required to retain her in employment or re-employ her in the event that she is released, and such released employee shall not be subject to the grievance and arbitration procedures. The Union reserves the right to file a grievance at Step Two of the Grievance Procedure if there is an allegation that the discharge is the result of a discriminatory practice under the *Ontario Human Rights Code*.

13:03 The name of any such new employee, who, after the successful completion of the said probationary period, shall be added to the seniority list as of the date of hire into the bargaining unit.

ARTICLE 14 – DISCIPLINE & SUSPENSION CASES

14:01 Any employee required to attend a disciplinary meeting with the Employer will be offered the opportunity for Union representation, but if the employee declines Union representation, the disciplinary meeting will proceed without delay.

14:02 The Employer will provide the Union Chairperson, copies of all disciplinary letters issued to bargaining unit employees within one (1) working day of issuance.

14:04 No disciplinary action shall remain against an employee's record for a period longer than twelve (12) months from the date of the occurrence.

14:05 An employee shall on an annual basis, upon written request and with a minimum of one (1) working days' notice, be granted the opportunity to view her personnel file. Employees will not be permitted to remove anything from her file, nor will copies of any documents not previously provided to the employee be permitted.

ARTICLE 15 – HOURS OF WORK

15:01 The following is intended to define the normal days of work for full time employees, but shall not be interpreted as a guarantee of hours of work per day or per week, or days of work per week. Part time employees shall be scheduled to work in accordance with the operational requirements and workloads of the Employer.

15:02 (a) The normal work week for full time employees shall consist of thirty-seven and one-half (37-1/2) hours per week, which will consist of five (5) equal shifts of seven and one-half (7-1/2) hours. The work week shall commence at 00:00 on the Sunday of each week.

(b) A part time employee is defined as any employee who is regularly scheduled to work less than forty-eight (48) hours per pay period, on average, over a period of two (2) consecutive pay periods.

15:03 Shifts will be a minimum of four (4) consecutive hours.

15:04 The parties agree that full time positions may be discontinued, but will not be discontinued in favour of two (2) or more part time positions.

15:05 Relief Periods

Employees will be allowed paid relief periods within their shifts and without increasing the regular working hours as follows:

<u>Shift Length</u>	<u>Breaks</u>
Four (4) hours or less:	No breaks
More than four (4) hours up to six (6) hours:	One (1) – fifteen (15) minute break
Six (6) hours or more	Two (2) – fifteen (15) minute breaks

15:06 (a) Any shift of five (5) hours or more will include a thirty (30) minute unpaid meal period. Meal periods will be uninterrupted and free from work.

(b) Where possible, proper facilities will be provided for employees who bring their own meals.

15:07 Overtime

(a) Overtime shall be paid for all hours worked over seven and one-half (7-1/2) hours in a day or thirty-seven and one-half (37-1/2) hours in a week, at the rate of time and one-half (1-1/2) of the employee's regular rate of pay.

(b) Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked, but may take time off equivalent to overtime should the employee so choose. The normal hours of work shall not be reduced or changed for the purpose of avoiding overtime.

(c) The Employer will make its best efforts to allocate overtime (for full time and part time employees) and additional hours (for part time employees only) on an equitable basis amongst those employees within the classification where the hours are required.

(d) There shall be no pyramiding of overtime.

15:08 Employees will receive one dollar (\$1.00) per hour for each hour worked after 4:00 p.m. for any scheduled shift which commences at or after 12:00 noon.

15:09 An employee who reports for work at her scheduled time without being advised to the contrary shall be provided with a minimum of

of work or three (3) hours pay for the shift for which she was scheduled.

15:10 **Call In**

- (a) “Call In” shall apply to employees **scheduled less than seventy-five (75) hours bi-weekly** who are on their scheduled days off but who have made themselves available for call in by means of a posting process.
- (b) Employees who have made themselves available through a posting process will be called in based on seniority and an equitable distribution from within the department, before calling in employees from another department.
- (c) Employees will indicate their availability in writing, to their immediate supervisor or designate. Such availability will remain in effect until the employee provides the Employer with an updated availability.
- (d) In the event an employee is contacted for a call in and is not available or declines the call in, the employee will be placed at the bottom of the call in list.
- (e) In the event, after three (3) efforts having been made there are no qualified employees who volunteer for the call in, then it will be assigned to the most junior qualified employee.
- (f) **Standardized Call-In Logs for all departments are required to be submitted to the Union Chairperson on a weekly basis by the end of day of each Monday for the previous calendar week.**

15:11 **Work Schedule**

The following regulations shall govern the scheduling of hours of employees in the bargaining unit:

- (a)
 - (i) Work schedules covering a period of **six (6)** weeks will be posted two (2) weeks in advance by Friday Noon.
 - (ii) Employee requests for a specific day off must be submitted to the Employer or designate one (1) week in advance of the schedule being posted.
 - (iii) An employee may request a day off once the schedule has been posted, and the Employer will not unreasonably deny such requests.
- (b) This scheduling provision does not apply when employees agree to exchange shifts subject to the requirements of Article 15:12 below.

(c) The Employer agrees that an employee shall not be scheduled to work more than six (6) consecutive days.

(d) All schedules will be posted for the same time frame and utilizing the same format with a clear legend indicating any special instructions.

15:12 **(a)** Employees may exchange scheduled shifts with other employees provided that such requests are submitted in writing to their immediate supervisor not less than twenty-four (24) hours in advance of the time requested. It is understood that such exchange of shifts shall not be considered in the calculation of eligibility for payment of overtime premiums. Such permission to switch shifts shall not be unreasonably denied by the Employer.

(b) Shift Give-Away
Employees may request to give away one (1) shift per month. Requests will be submitted not less than seventy-two (72) hours in advance. Such requests will not be unreasonably denied.

15:13 An employee who is selected to serve as Team Leader will receive an additional allowance of one dollar (\$1.00) for each hour worked. The selection of the Team Leader will be at the discretion of the Employer.

15:14 Injury in the Workplace

An employee injured in the workplace who attends a hospital or clinic will be paid her regular rate of pay for the balance of the shift in which the injury occurred.

15:15 The employer will either assign to employees vehicles owned by the Employer, or the employee will be required to use her personal vehicle, depending upon the number of Employer owned vehicles available to be assigned. Any employee who is required to use her own personal vehicle in carrying out her Home Lab duties will be reimbursed for substantiated mileage at the rate of forty-five cents (\$0.45) per kilometer. Any vehicle assigned by the Employer will be maintained and safety certified. Any employee who works in the Home Lab will receive a premium of one dollar (\$1.00) per hour for all scheduled hours of work.

ARTICLE 16 – VACATIONS

16:01 All full time employees who have less than one (1) year of service as of the vacation calculation date are entitled to one (1) paid day at

their regular rate of pay for each month of service completed to a maximum of ten (10) days.

16:02 All full time employees with one (1) year of service, but less than two (2) years of service are entitled to ten (10) paid vacation days at their regular rate of pay.

16:03 All full time employees with two (2) years of service, but less than eight (8) years of service are entitled to fifteen (15) paid days of vacation at their regular rate of pay.

16:04 All full time employees with eight (8) years of service, but less than fifteen (15) years of service are entitled to twenty (20) paid days of vacation at their regular rate of pay.

16:05 All full time employees with fifteen (15) years of service, but less than twenty-five (25) years of service are entitled to twenty-five (25) days of vacation at their regular rate of pay.

16:06 All full time employees with twenty-five (25) years of service or greater are entitled to thirty (30) paid days of vacation at their regular rate of pay.

16:07 Part time employees will be entitled to vacation and vacation pay at the following rates:

- (a) Less than two (2) years of service, four percent (4%) of employee's gross earnings.
- (b) After two (2) years of service, six percent (6%) of the employee's gross earnings.
- (c) After eight (8) years of service, eight percent (8%) of the employee's gross earnings.
- (d) After fifteen (15) years of service, ten percent (10%) of the employee's gross earnings.
- (e) After twenty-five (25) years of service, twelve percent (12%) of the employee's gross earnings.

16:08 Part time employees will be allowed to schedule vacation time commensurate with their vacation earnings, but in no event will a part time employee with more than one (1) year of service receive less than two (2) weeks of annual vacation.

16:09 It is agreed that the vacation year will run from January 1st to December 31st.

- 16:10 The Employer shall accommodate the wishes of the employee with respect of choice of vacation dates based upon seniority, subject to the right of the Employer to operate the Employer in an efficient manner, such determination to be made in a reasonable and non-arbitrary manner.
- 16:11 Vacation requests must be submitted to the immediate supervisor by **November 1st** annually and will be approved based on seniority. The approved vacation requests will be posted by **November 30th**.
- 16:12 Vacation requests not booked by **November 1st** annually, will be approved on a first come, first served basis. Such requests will be reviewed and a response given to the employee within five (5) working days from the date of request.
- 16:13 The Employer will notify all employees who have unused vacation time that it must be booked by September 15th with approved posting of the vacation to occur by September 30th. Should an employee not schedule her vacation by this deadline the Employer will then schedule the remaining vacation for the employee.
- 16:14 An employee shall be allowed to take up to ten (10) days of her vacation in one (1) individual day allotments at a time and scheduling such individual days of vacation are to be mutually agreed to.
- 16:15 Employees can take no more than two (2) weeks during the prime time of July 1st to August 31st each year.
- 16:16 Vacation shall not accumulate from one vacation year to the next.
- 16:17 Vacation time that has been approved and taken prior to it being earned, will be deducted from the employee's last pay cheque should the employment relationship end.
- 16:18 Seniority continues to accrue for employees while on vacation leave.
- 16:19 For the purposes of vacation entitlement service shall be defined as date of hire.
- 16:20 Vacation monies will be paid to all employees at the time of vacation.
- 16:21 Where an employee's scheduled vacation is interrupted due to illness or accident requiring in-patient hospitalization, the period shall be considered sick leave provided the employee submits documentation of such hospitalization to the Employer. That

portion of the employee's vacation will be deemed to be sick leave and will not be counted against the employee's annual vacation entitlement.

16:22 Employees may cancel scheduled vacation prior to the posting of schedules as per Article 15:11(a) and such vacation time will be made available to other eligible employees.

ARTICLE 17 – PAID HOLIDAYS

17:01 All employees covered by this Agreement shall receive their regular day's pay at the regular rate for the following holidays:

New Year's Day	Family Day
Good Friday	Victoria Day
Canada Day	Civic Holiday
Labour Day	Thanksgiving Day
Christmas Day	Boxing Day
Employee's Birthday	

Employee's birthday request must be received prior to the posting of the current schedule where the Employee's birthday is to be scheduled. All requests must be within the posted six (6) week schedule where the employee's actual birthday falls.

17:02 All part time employees covered by this Agreement shall receive holiday pay pursuant to the *Employment Standards Act 2000*.

17:03 An employee who is required to work on any of the aforementioned holidays will receive, at the employee's option, either;

- (a) pay at the rate of time and one-half (1-1/2) of the employee's regular rate of pay for work performed plus her holiday pay; or
- (b) pay at the rate of time and one-half (1-1/2) of the employee's regular rate of pay and a lieu day off with Holiday pay. Such requests must be made in writing to the Employer and scheduled by mutual agreement.

17:04 If one (1) or more of the above named holidays occurs during an employee's vacation period, the employee will receive either an additional day off in lieu of the paid holiday, or the employee shall receive a day's pay at straight time rates, equal to the holiday. If the employee elects to take the day off in lieu, she must request the day off from her supervisor and any scheduling will be by mutual agreement.

ARTICLE 18 – LEAVE OF ABSENCE

- 18:01 (a) The Employer will pay for time lost to a maximum of four (4) working days at her regular rate of pay, for any employee who has been absent from work due to the death of a spouse, common-law spouse, same sex spouse, child, step-child, mother, father, sister or brother. Bereavement leave will commence either on the day of death, or by the day of the funeral, and will be taken within a seven (7) calendar day period.
- (b) The Employer will pay for time lost to a maximum of two (2) working days up to and including the day of the funeral at her regular rate of pay, for any employee who has been absent from work due to the death of a grandmother, grandfather, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law or brother-in-law.
- (c) In order to qualify for payment, the employee must have completed her probationary period as set out in Article 13:01 of this Agreement and must provide proof of death.

18:02 An employee who is on an approved vacation and has a death in her family as defined as 18:01(a) will be permitted to displace vacation time with bereavement leave of absence and will have her unused vacation rescheduled for a later date, at a time mutually agreed between the parties.

18:03 When an employee is required to serve on a jury or attend at court for the purpose of jury selection, the employee will be made financially whole. The Employer will make up any difference in the amount the employee has received from the court (excluding expenses) and the amount the employee would have earned while working a regularly scheduled shift, to a maximum of seven and one-half (7-1/2) hours per day.

18:04 For the purposes of determining an employee's eligibility for, entitlement to and rights upon return from pregnancy and parental leaves of absence, the parties agree that they will abide by the *Employment Standards Act of Ontario (2000)*.

18:05 For the purpose of determining an employee's eligibility for, entitlement to and rights upon return from a reservist leave of absence, the parties agree that they will abide by the *Employment Standards Act of Ontario (2000)*.

18:06 **Compassionate Care Leave**

For the purpose of determining an employee's eligibility for and entitlement to Family Medical Leaves of Absence, the parties agree

that they will abide by the *Employment Standards Act of Ontario (2000)*.

- 18:07 (a) An employee who has completed her probationary period as set out at Article 13:01 of this Agreement may request an unpaid leave of absence, to a maximum of thirty (30) calendar days, provided that she submits her request in writing to her **Manager/Supervisor** as far in advance as possible but in any event no less than ten (10) calendar days in advance of the requested leave, describing the reason for the leave and the proposed duration of the leave.
- (b) Approval of leaves of absence will be subject to the following conditions:
- (i) Requests for leaves of absence will only be considered once an employee has exhausted all earned annual vacation;
 - (ii) No employee will engage in gainful employment elsewhere while on a leave of absence approved by the Employer;
 - (iii) The ten (10) day notice period set out above may be waived in the event of an emergency situation where such notice period is not available.

18:08 Union Leave

- (a) Any employee who is elected or selected to a full time position with the Union or any body with which the Union is affiliated shall be granted a leave of absence without pay or benefits entitlement and without loss of seniority with the Employer, upon written notice to the Employer of no less than thirty (30) calendar days.
- (b) Any employee enjoying such leave of absence shall have the right to return to her employment with the Employer at the expiration of such leave, to the job they performed before the leave commenced, upon written notice to the Employer of no less than thirty (30) calendar days.

18:10 Employees on approved leaves of absence may continue to participate in benefits as per Article 19.

ARTICLE 19 - BENEFITS

- 19:01 (a) The Employer will continue to provide the benefit plan of Drug, Extended Health, Vision and Dental as described in

Green Shield Policy #1563 to all eligible employees (i.e. full time and part time) and their dependent family members, with the following improvements.

(i) **Vision Care**

Benefit to a maximum of one hundred, fifty dollars (\$150.00) every two (2) years immediately upon ratification.

(ii) **Dental**

Annual maximum increased to \$1,250.00 effective immediately upon ratification and further increased to \$1,500.00 effective March 14th, 2013.

(iii) Employees participating in the benefits package as described above will contribute the following towards the payment of monthly premiums:

Family Coverage

Fifteen dollars (\$15.00) per pay period.

Single Coverage

Five dollars (\$5.00) per pay period.

(iv) Only those employees who work more than one thousand (1,000) hours per calendar year will be eligible to participate in the Employer sponsored benefits program.

19:02 The Employer will continue its practice of providing life insurance and accidental death and dismemberment (AD &D) insurance for all eligible employees. Both benefits at the level of ten thousand dollars (\$10,000.00) with all premiums paid for by the Employer. All employees must participate in the Long Term Disability (LTD) Program provided by the Employer with all premiums to be paid by the employees.

19:03 The Employer may substitute another carrier for any of the foregoing plans provided that the level of benefits conferred upon the employees are not decreased. The Employer will advise the Union of any change in carrier or underwriter at least thirty (30) days prior to implementing a change in carrier.

ARTICLE 20 – WAGES

20:01 The Employer agrees to pay and the Union agrees to accept for the term of this Agreement, the rates of wages as outlined in Schedule “A” attached hereto.

20:02 All employees will be paid bi-weekly on every second (2nd) Thursday, for the pay period ending two (2) weeks previously.

20:03 Payment shall be made for time worked during the two (2) week pay period, together with payment for paid holidays, overtime, allowances and premiums. Any error made by the Employer in calculating payments shall be investigated and where it is established that an error has been made, any additional funds owing to the employee involved will be paid within two (2) working days from the day that the employee brought the matter to the attention of the Employer.

ARTICLE 21 - PENSIONS

21:01 The Employer will continue to provide the Pension Plan for the employees of Medical Laboratories of Windsor Ltd. as described in Plan Number 53063 Registration Number 1025105 and prepared February 2007. Employees will be provided with written material describing the details of the plan.

21:02 Eligibility

If you are a full time employee, you may join the Plan on the first day of any month on or after the completion of one (1) year of continuous employment with the Employer.

If you are a part time employee, you may join the plan on the first day of any month on or after the completion of two (2) years of continuous employment with the Employer provided you have earned not less than thirty-five percent (35%) of the year’s maximum pensionable earnings or have worked seven hundred (700) hours in each of the two (2) consecutive calendar years immediately before joining the Plan.

21:03 How to Join the Plan

Your Plan Administrator will provide you with an application form to complete to become a member of the Plan.

21:04 Contributions

The Employer contributes an amount equal to three and one half percent (3.5%) of your earnings to match the employee two and one half percent (2.5%) contribution.

ARTICLE 22 – PAID EDUCATION LEAVE AND SOCIAL JUSTICE FUND

22:01 Paid Education Leave (PEL)

The Employer agrees to pay into a special fund two cents (\$0.02) per employee for all compensated hours for the purpose of providing paid education leave. Such paid education leave will be for the purpose of upgrading the employee's skills in all aspects of trade union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, **Unifor** and sent by the Employer to the National Office at 205 Placer Court, Toronto, Ontario M2H 3H9.

22:02 Social Justice Fund (SJF)

The Employer agrees to pay into a special fund two cents (\$0.02) per compensated hour to the **Unifor** Social Justice Fund.

ARTICLE 23 – COPY OF AGREEMENT

23:01 Immediately following the ratification of this Agreement, the parties will undertake the proofreading of the draft agreement. Upon both parties signing acknowledging acceptance of the draft agreement, the Union will initiate the printing of the Agreement and will provide original, signed copies and electronic copies to both parties. The parties agree to make their best efforts to ensure that all of these steps are taken and that the Agreement be distributed to the employees within thirty (30) days of ratification of this Agreement.

23:02 Benefit brochures shall be provided by the Employer to the Union and all participating employees at the time of hire or upon request.

ARTICLE 24 – MOMENTS OF SILENCE

24:01 The Employer agrees to allow employees one (1) minute of silence at 1:00 p.m. on December 6th of each year in observation of the women killed in the Montreal Massacre.

24:02 The Employer agrees to allow employees one (1) minute of silence at 1:00 p.m. on April 28th of each year in observation of those workers killed on the job.

24:03 The Employer agrees to allow employees one (1) minute of silence at 11:00 a.m. on November 11th of each year in observance of Remembrance Day.

ARTICLE 25 – DOMESTIC VIOLENCE

25:01 The parties hereby recognize and share the concern that women uniquely face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. The parties agree that when there is adequate verification from a recognized professional such as doctor, lawyer, professional counselor, a woman who is in an abusive or violent personal or domestic situation will not be subjected to discipline without giving full consideration to the facts in the case of each individual and the circumstances surrounding the incident otherwise supportive of discipline. This statement of intent is subject to a standard of good faith on the part of the Employer, the Union and the affected employees and will not be utilized by the Union or the employee(s) to subvert the application of otherwise appropriate disciplinary measures. Such information will be treated in a confidential manner by the Employer and the Union unless required by law to report.

ARTICLE 26 – DURATION OF AGREEMENT

26:01 The Agreement shall be effective from the 14th day of March, **2014**, to and including the 13th day of March **2017**. Either party shall be entitled to give notice in writing to the other party as provided in the *Labour Relations Act* of its desire to bargain with a view to the renewal of the expiring Collective Agreement at any time within a period of ninety (90) days before the expiry date of the Agreement. Following such notice to bargain, the parties shall meet within fifteen (15) days of the notice or within such further period as the parties mutually agreed upon.

26:02 It is agreed that during the course of bargaining, it shall be open to the parties to agree in writing to extend this Agreement beyond the expiry date of March 13th, **2017** for any stated period acceptable to the parties and in accordance with the *Labour Relations Act*.

ARTICLE 27 – HEALTH AND SAFETY

27:01 The Employer and the Union agree that they mutually desire to maintain and improve standards of health and safety for all employees in order to prevent accidents, injury and illness.

27:02 Joint Health and Safety Committee (JHSC)

- (a) A Joint Health and Safety Committee shall be established and comprising of two (2) representatives of the Employer and two (2) representatives of the Union. One (1) Employer

representative and one (1) Union representative of the JHSC will be certified. The powers and responsibilities of Certified Representatives will be in accordance with the *Ontario Occupational Health and Safety Act (R.S.O. 1990)*.

- (b) Two (2) co-chairpersons shall be selected by the members of the JHSC. One (1) co-chair shall be a representative of the Employer and will be selected from the Employer JHSC representatives. One (1) co-chair shall be a representative of the Union and will be selected from the Union JHSC representatives.
- (c) The JHSC shall meet every other month and meetings will be held during regular working hours. Minutes of all meetings shall be kept, maintained and signed by the co-chairs. Copies of all such minutes will be provided to all members of the JHSC. Copies of all minutes will be posted in every workplace. Administrative support to the JHSC will be provided by the Employer.
- (d) The powers of the Joint Health and Safety Committee will be in accordance with the *Ontario Occupational Health and Safety Act (R.S.O. 1990)*.

27:03 **Workplace Inspections**

Workplace inspections will occur on a monthly basis and will be conducted by one (1) Employer JHSC member and one (1) Union JHSC member. Workplace inspections will be conducted during regular working hours.

27:04 **Accident and Incident Investigations**

Every reportable accident or injury shall be investigated by the co-chairs or designates and will be reported to the Employer as soon as possible of any findings.

27:05 **Disclosure of Information**

- (a) The Employer shall disclose information in accordance with the *Ontario Occupational Health and Safety Act (R.S.O. 1990)* and any related Employer policies and programs to the members of the JHSC.
- (b) In accordance with the *Ontario Occupational Health and Safety Act (R.S.O. 1990)*, the Employer shall notify the Union and all Committees of all new substances and processes to be introduced, by their chemical and trade names, noting potentially harmful effects, their maximum allowable levels, and what kinds of precautions will be taken.

27:06 The Union agrees to reinforce with its members the importance of observing all safety rules, regulations and practices and in cooperating with any investigation initiated by the JHSC in response to an accident or injury in the workplace.

27:07 Right to Accompany Inspectors

- (a) The Employer shall notify the Union when a government health and safety inspector is to visit the Employer's premises as soon as practicable.
- (b) The Certified Union Co-Chair or designate shall accompany government inspectors (health and safety or environment) on an inspection tour.

27:08 Protective Clothing and Equipment

The Employer recognizes the safety concerns of all staff and shall provide all employees whose work requires them to wear protective equipment (PPE) with the necessary equipment and protective clothing. This Joint Occupational Health and Safety Committee may make recommendations to the Employer on such equipment (e.g. gloves, long sleeved gowns, masks, goggles). PPE shall be maintained and replaced, where required by normal wear and tear, at the Employer's expense. Where the Joint Committee recommends the wearing of such PPE, and the Employer implements such recommendation, employees are obligated to comply with such recommendation(s).

27:09 Right to Refuse

An employee has the right to refuse unsafe work in accordance with the *Ontario Occupational Health and Safety Act (R.S.O. 1990)*.

27:10 No Disciplinary Action

No employee shall be discharged, penalized or disciplined for acting in compliance with the *Ontario Occupational Health and Safety Act (R.S.O. 1990)*, its regulations and codes of practice and environmental laws, regulations or codes of practice.

ARTICLE 28 – ABSENCE FROM WORK

28:01 When an employee is to be absent from work, she will notify by telephone her immediate supervisor **indicating reason for absence (i.e. sick or emergency)** and where necessary her location/department/**shift**. Such calls are to be made before the beginning of the current work period but in any event not later than one (1) hour after the commencement of the **scheduled** shift. In the event the Employer changes these contact requirements, the

Union and the employees will be notified in accordance with Article 3:04 of this Agreement.

ARTICLE 29 – RETURN TO WORK

29:01 Return to Work

- (a) The Employer and the Union recognize that the Workplace Safety Insurance Board legislation and the Ontario Human Rights Code place an onus on the Employer to accommodate injured and ill workers with meaningful work.
- (b) Upon receipt of medical documentation indicating the employee's ability to return to modified work, the employee will meet with the Employer and a Union Joint Health and Safety Committee Member to discuss the employee's return to modified duties. The parties recognize the importance of confidentiality of an employee's health information.

ARTICLE 30– HARASSMENT AND DISCRIMINATION

30:01 Discrimination

There shall be no discrimination on the part of the Employer, the Union or any employee covered by this Agreement by reason of race, creed, colour, marital status, sex, nationality, ancestry, sexual orientation, disability, place of origin, age, religion or any other ground covered by the *Human Rights Code (the "Code")* with respect to employment. The rights set out above shall be interpreted in accordance with the Code.

30:02 Harassment

"Harassment" means engaging in a course of vexatious comment or conduct that is known or ought reasonably be known to be unwelcome as defined by the Code.

Every employee has a right to freedom from harassment in the workplace by the Employer or agent of the Employer or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, same-sex partnership status, family status or disability as per the *Code*.

30:03 Workplace Violence

Employees are obligated to bring any complaint of workplace violence to the attention of their supervisor or a member of management whose responsibility it will be to initiate a thorough and timely investigation of the complaint.

“Workplace Violence” is defined as:

- (a) The exercise of physical force against a worker, in a workplace, that causes or could cause physical injury to the worker; or
- (b) An attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to a worker; or
- (c) A statement or behaviour that is reasonable for a worker to interpret as a threat to exercise physical force against a worker, in a workplace, that could cause physical injury to a worker.

30:04 Where a bargaining unit member complains of harassment by a person other than another bargaining unit member, she shall bring such complaint to the attention of the Employer and the Union. The Employer will then initiate and complete an investigation of the complaint and report the findings back to the complainant who shall be accompanied by the Union Chairperson. Should the complainant not be satisfied with the Employer’s response, she is entitled to file a grievance under the terms of this Collective Agreement.

30:05 **Procedure**

In order to provide and maintain an environment free of harassment, discrimination and violence, the Employer will ensure that:

- (a) All employees and members of the public are informed that harassment (including sexual harassment) and discrimination in the workplace, is an offence under the law.
- (b) All employees have the right to proceed with a harassment complaint without reprisal or threat for having made a complaint in good faith.
- (c) All complaints of harassment or discrimination (or retaliation for having brought forward a complaint of harassment), except as per Article 30:04, should be brought to the attention of the Employer and the Union, in verbal or written form, and it will be the Employer’s obligation to undertake a thorough and timely investigation.
- (d) Where the investigation results in a finding that the complainant of harassment or discrimination is substantiated, the outcome of the investigation and any disciplinary action will be recorded in the personnel file of the respondent.

- (e) The complainant will be informed of the outcome of the investigation undertaken by the Employer.
- (f) At the conclusion of this step of the complaint, if unresolved, will be inserted into Step 2 of the Grievance Procedure for resolution.
- (g) In the event that the complaint is not resolved at Step 2 of the Grievance Procedure, it may be advanced to arbitration in accordance with Article 8 of the Collective Agreement.

ARTICLE 31 – UNIFORM ALLOWANCE

31:01 All employees will receive a uniform allowance of one hundred dollars (\$100.00) every **March 1st**.

The uniform allowance is for the sole purpose of ensuring employees purchase, wear and maintain proper uniforms.

ARTICLE 32 – GENERAL

32:01 It will be the responsibility of each employee to ensure that the Employer has in its possession current and accurate personal information including address and telephone numbers, information pertaining to benefits entitlements and contact information for anyone to be contacted in the event of an emergency. Any issue(s) arising from outdated or inaccurate personal information will not be the responsibility of the Employer.

ARTICLE 33 – SICK LEAVE

33:01 All full time employees will be provided with five (5) days of paid sick leave each calendar year. All part time employees will be provided with two and one-half (2-1/2) days of paid sick leave each calendar year.

Employees may use sick days as scheduled paid personal leave days.

Employees shall provide notice to their supervisor in writing that they will be using a sick day(s) as a scheduled paid personal day(s) prior to the schedule being posted.

33:02 Sick leave days cannot be carried over into the next calendar year and will not be paid out.

33:03 Should the Employer require a medical certificate from the employee to substantiate an absence from work, the cost of obtaining such medical certification will be reimbursed by the Employer to a maximum of twenty dollars (\$20.00), upon provision of acceptable proof.

SCHEDULE “A” – CLASSIFICATIONS AND WAGE RATES

Effective **March 14, 2014**, employees will be placed on the following wage grid in accordance with their completed years of service.

- 0 to 1 year of completed service – start rate
- 1 to 5 years of completed service – Step 1
- 5 to 10 years of completed service – Step 2
- 10+ years of completed service – Step 3

	Start Rate (0 to 1yr)	Step 1 (1 to 5 yrs)	Step 2 (5 to 10 yrs)	Step 3 (10 yrs+)
MLA	\$12.10	\$13.10	\$14.10	\$16.50
MLT	\$20.10	\$21.60	\$23.35	\$26.50
Stockroom	\$12.10	\$12.35	\$12.60	\$13.20

On **March 14, 2015**, the above wage grid will increase as follows:

	Start Rate (0 to 1 yr)	Step 1 (1 to 5 yrs)	Step 2 (5 to 10 yrs)	Step 3 (10 yrs+)
MLA	\$12.30	\$13.30	\$14.30	\$17.00
MLT	\$20.30	\$21.80	\$23.55	\$27.00
Stockroom	\$12.30	\$12.55	\$12.80	\$13.45

On **March 14, 2016**, the above wage grid will increase as follows:

	Start Rate	Step 1	Step 2	Step 3
MLA	\$12.50	\$13.50	\$14.50	\$17.50
MLT	\$20.50	\$22.00	\$23.75	\$27.50
Stockroom	\$12.50	\$12.75	\$13.00	\$14.50

Employees who are above the grid on the following dates shall receive a lump sum payment of **\$500.00 minus applicable deductions:**

March 14, 2014

March 14, 2015

March 14, 2016

LETTER OF UNDERSTANDING #1 – WORK SCHEDULES

With respect to work schedules required at Article 15:11(a), posted schedules will indicate the location(s) to which the employees will be assigned. Once posted, the Employer will make its best efforts to ensure that locations are not altered or changed during the posting period, and will only resort to a change of location for an employee in those situations where no other option is readily available in a timely manner and the call-in list as defined at Article 15:10 of this Agreement has been exhausted and where the alternative would be the compromise of care and service to patients. Employees impacted by such change of location will be provided with as much advance notice of the change as possible under the circumstances. The parties recognize that it should not be a common practice to relocate employees while on shift, but where such a move is required, the Employer agrees it will compensate such employee for the additional kilometers traveled while going to the new location.

Locations are not assigned by seniority or permanently owned by the employee.

All full time PSC employees excluding “Home Lab” are required to work at least one (2) weekend in a six (6) weekend rotation.

All schedules will be posted for the same time frame and utilizing the same format with a clear legend indicating any special instructions.

LETTER OF UNDERSTANDING #2 – PAY EQUITY

During the life of this Collective Agreement, the parties will meet to discuss Pay Equity.

LETTER OF UNDERSTANDING #3 – SPECIAL PROJECTS

Should the Employer undertake any special project(s) which necessitate that bargaining unit employees be removed from the bargaining unit for period in excess of thirty (30) days as set out in Article 9:05(6), the

Employer will raise the matter with the Union and the Union will be reasonable in their approach to resolving the related issues.

AGREED THIS ____ DAY OF _____, 2014.

**MEDICAL LABORATORIES
OF WINDSOR**

UNIFOR AND LOCAL 2458

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_____	_____
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_____	_____

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