COLLECTIVE AGREEMENT

between

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 865

and

ST. JOSEPH'S CARE GROUP
Hogarth Riverview Manor Site
Exp. June 30, 2016
# Table of Contents

<table>
<thead>
<tr>
<th>Article</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Purpose of Agreement</td>
<td>4</td>
</tr>
<tr>
<td>2</td>
<td>Definitions</td>
<td>4</td>
</tr>
<tr>
<td>3</td>
<td>Recognition</td>
<td>5</td>
</tr>
<tr>
<td>4</td>
<td>Dues Deduction</td>
<td>6</td>
</tr>
<tr>
<td>5</td>
<td>Management</td>
<td>6</td>
</tr>
<tr>
<td>6</td>
<td>No Strike or Lockout</td>
<td>6</td>
</tr>
<tr>
<td>7</td>
<td>Grievance Procedure</td>
<td>7</td>
</tr>
<tr>
<td>8</td>
<td>Arbitration</td>
<td>7</td>
</tr>
<tr>
<td>9</td>
<td>Union Activities</td>
<td>9</td>
</tr>
<tr>
<td>10</td>
<td>Probationary Period</td>
<td>10</td>
</tr>
<tr>
<td>11</td>
<td>Paid Holidays</td>
<td>10</td>
</tr>
<tr>
<td>12</td>
<td>Vacations with Pay</td>
<td>12</td>
</tr>
<tr>
<td>13</td>
<td>Hours of Work and Overtime</td>
<td>13</td>
</tr>
<tr>
<td>14</td>
<td>Hospital and Medical Care</td>
<td>14</td>
</tr>
<tr>
<td>15</td>
<td>Pensions</td>
<td>15</td>
</tr>
<tr>
<td>16</td>
<td>Sick Leave</td>
<td>16</td>
</tr>
<tr>
<td>17</td>
<td>Benefits for Part Time Employees</td>
<td>18</td>
</tr>
<tr>
<td>18</td>
<td>Compassionate Leave</td>
<td>18</td>
</tr>
<tr>
<td>19</td>
<td>Meal Allowance when Working Overtime</td>
<td>19</td>
</tr>
<tr>
<td>20</td>
<td>Uniforms</td>
<td>19</td>
</tr>
<tr>
<td>21</td>
<td>Safety Footwear Allowance</td>
<td>19</td>
</tr>
<tr>
<td>22</td>
<td>Tool Allowance</td>
<td>19</td>
</tr>
<tr>
<td>23</td>
<td>Wages and Shift Differential</td>
<td>20</td>
</tr>
<tr>
<td>24</td>
<td>Jury &amp; Witness Duty</td>
<td>21</td>
</tr>
<tr>
<td>25</td>
<td>Access to Files</td>
<td>21</td>
</tr>
<tr>
<td>26</td>
<td>Technological Changes - Automation</td>
<td>22</td>
</tr>
<tr>
<td>27</td>
<td>Job Security</td>
<td>23</td>
</tr>
<tr>
<td>28</td>
<td>Job Postings</td>
<td>27</td>
</tr>
<tr>
<td>29</td>
<td>Negotiation Pay</td>
<td>28</td>
</tr>
<tr>
<td>30</td>
<td>Work of the Bargaining Unit</td>
<td>28</td>
</tr>
<tr>
<td>31</td>
<td>Education Leave</td>
<td>29</td>
</tr>
<tr>
<td>32</td>
<td>Duration and Renewal</td>
<td>29</td>
</tr>
<tr>
<td>33</td>
<td>Copies of Agreement</td>
<td>29</td>
</tr>
<tr>
<td>34</td>
<td>No Elimination of Classification</td>
<td>30</td>
</tr>
<tr>
<td>35</td>
<td>Joint Health and Safety Committee</td>
<td>30</td>
</tr>
<tr>
<td>36</td>
<td>Letter of Understanding #1</td>
<td>31</td>
</tr>
<tr>
<td>37</td>
<td>Letter of Understanding #2 Re: Maintenance II</td>
<td>32</td>
</tr>
</tbody>
</table>
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 865

GENERAL INFORMATION FROM YOUR LOCAL UNION

UNION OFFICE: 585 Squire Street
Thunder Bay, Ontario
P7B 4A7

Telephone: 807-343-9493
Cell: 807-621-5101
Email: iuoe865@gmail.com

BUSINESS MANAGER: Brian Hinterbrandner

NEGOTIATING COMMITTEE: John Sutton

GENERAL MEMBERSHIP MEETING: First Tuesday of each Month Quarterly- 7:30 p.m.
585 Squier Street
Thunder Bay, Ontario  P7B 4A7

EXECUTIVE AND STEWARDS MEETING: Last Tuesday of each Month
7:30 p.m. at the Union Office

OE Life Insurance Fund: A life insurance benefit is provided to you by your Local Union. A beneficiary form is available to you at the Union Office or from your Steward.

Canadian Conference of Operating Engineers: The Conference provides a Bursary for Family members annually. Information for the Bursary can be obtained from the Business Manager. All applications must be filed and completed by August 1st and forwarded to the Local Union Office for processing.
BETWEEN,

St. Joseph’s Care Group – Hogarth Riverview Manor of the City of Thunder Bay, in the District of Thunder Bay, hereinafter referred to the "Corporation"

OF THE FIRST PART,

-and-

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 865, hereinafter referred to as the “Union”

OF THE SECOND PART,

PREAMBLE:

WHEREAS Christian Charity is essential, all pervasive and element of St. Joseph’s Care Group influencing every phase of the organization, administration and activity.

The primary purpose and concern of St. Joseph’s Care Group is service to the individual patient, rendered directly through the medical and nursing staffs and indirectly through its auxiliary corps which comprises all other workers in the facility including employees and management. This service is influenced, inspired and motivated by Christian Charity which has enabled and super-naturalized the service of one human being to another.

In the implementing of this agreement, consideration will be given to the welfare of the facilities as a whole, having due regard for the rights of both the Union and Management.

WITNESSETH:

ARTICLE 1 - PURPOSE OF AGREEMENT

1.01 The purpose of this Agreement is to set forth herein a basic Agreement covering wages, hours of work and conditions of employment to be observed between the parties hereby and to provide procedure for the prompt, equitable terms for adjustment of grievances to the end that there shall be no interruption or impeding of work, work stoppages, strikes or other interference with the efficient operation of the Corporations business.

ARTICLE 2 - DEFINITIONS

2.01 “Employee” shall include only such a person coming within the scope of the bargaining
unit described in Article 3.

"Steward" shall mean an employee of the Corporation duly accredited as such by the Business Manager of the Union.

"President" shall mean President of St. Joseph's Care Group.

"Immediate Supervisor" shall mean, in the case of all classifications listed in Article 3, the Maintenance Supervisors of St. Joseph's Care Group.

"Regular Part Time Employee" is an employee who works less than the normal full time hours and who has completed his probationary period.

The probationary period for full time employees shall be fifty (50) days worked, which will include hours not worked but paid for by the employer, from the date of last hire by the Corporation. The probationary period for part time employees shall be three hundred and thirty seven and one half (337.5) hours in any twelve (12) calendar months and he shall accumulate seniority on the basis of one thousand nine hundred and fifty (1950) hours accumulated, including holidays will be equal to one year, depending on the employee's scheduled work week.

With the written consent of the Hospital, the probationary employee, and the Chief Steward or designate, such probationary period may be extended. Any extension agreed to will be in writing and will specify the length of the extension.

"Temporary Employee" is an employee hired for a specific term, not to exceed six (6) months, to replace an employee on leave to perform a special non-recurring task. This term may be extended for a further six (6) month intervals on mutual agreement of the Union, employee and the Corporation. The period of employment will not exceed the absentee's leave. The release or discharge of such persons shall not be the subject of a grievance or arbitration. The Corporation will outline to employees selected to fill such temporary vacancies the circumstances giving rise to the vacancy and the special conditions relating to such employment.

"Casual Employee" shall be defined as those employees not regularly scheduled but may be offered and accept shifts on an "as needed basis" for workload/relief issues.

ARTICLE 3 - RECOGNITION

3.01
The Corporation recognizes the Union as the exclusive bargaining agent with respect to wages, hours and working conditions for all employees in the Building Services Departments not limited to the following classifications, Mechanic, Electrician, Carpenter, Painter, Plumber, Power Engineer, Shift Engineer, Repair Engineer, Maintenance Engineer, Maintenance Trades III, Maintenance Worker II, Maintenance Worker I, Groundskeeper, apprentices, Maintenance Worker and helpers, save and except Director, Physical Plant Operations and Maintenance Supervisors.
3.02
Management will not perform duties that are normally assigned to bargaining unit employees which shall directly cause or result in the layoff, loss of seniority, wages or service to employees in the bargaining unit.

ARTICLE 4 - DUES DEDUCTION

4.01
Check-off of Union dues - The Corporation will deduct Union dues monthly for the term of this agreement from those employees who work within the jurisdiction of the Union.

4.02
New employee’s who are eligible for membership in the Union, shall join and maintain membership in good standing as a condition of employment. New employees shall become eligible to join the Union following the completion of their probationary period as outlined in Article 2.

ARTICLE 5 - MANAGEMENT

5.01
The Union recognizes the right of the Corporation to hire, promote, transfer, demote and lay-off employees and to suspend, discharge or otherwise discipline employees for just cause subject to the right of any employee to lodge a grievance in the manner and to the extent as herein provided.

5.02
The Union further recognizes the right of the Corporation to operate and manage its business in all respects, to maintain order and efficiency in its plants and its methods and means of carrying on its business.

5.03
The Union further acknowledges that the Corporation has the right to make and alter from time to time rules and regulations to be observed by the employees, which rules and regulations shall not be inconsistent with the provisions of this agreement. Such rules will be distributed to all employees in the bargaining unit and the IUOE Local 865 union office.

ARTICLE 6 - NO STRIKE OR LOCKOUT

6.01
The Union and the Corporation agree that there shall be no strikes or lockouts during the
life of this agreement.

**ARTICLE 7 - GRIEVANCE PROCEDURE**

7.01
All grievances arising between the employees and the Corporation shall be dealt with as speedily and as effectively as possible in accordance with the following procedure:

(a) An employee having a grievance, or one designated member of a group having a grievance, shall first take the grievance up with the Immediate Supervisor within two working days of the happening of the event which gave rise to the grievance. Any employee may request the Immediate Supervisor to call the Steward to handle a specified grievance with the Immediate Supervisor. The Immediate Supervisor will send for the Steward without undue delay and for further discussion of the grievance. If the grievance is not adjusted by the involved it shall be reduced to writing and signed by the employee involved and submitted to the Director of Building Services within three (3) working days from the date of the meeting held with the Immediate Supervisor. The Manager of Building Services shall give his reply in writing to the employee or the Steward not later than three (3) working days following receipt of the written grievance.

(b) If the grievance is not adjusted by the Director of Building Services an appeal may be lodged by the Steward within three (3) working days thereafter to the President of St. Joseph’s Care Group or the designated Corporation representative. The Steward and the Business Manager shall be given the opportunity to discuss the grievance with the President or his designate with or without the employee concerned being present. The President or his designate shall give his decision in writing to the employee or to such Steward not later than three (3) working days following the presentation to him of the written grievance.

**ARTICLE 8 - ARBITRATION**

8.01
Should any grievance fail to be satisfactorily settled under the foregoing provisions, such grievance may be referred by the Union or by Corporation to arbitration in the manner and subject to the conditions and provisions hereinafter set out, and the decision of the arbitrator shall be final and binding upon the parties and upon all employees.

8.02
Where under the provisions hereof a grievance may be referred to arbitration and the Union desires to so refer it, the Business Manager shall give written notice of such desire to the Corporation within ten (10) working days after the written decision of the President or designated employer representative has been given.

8.03
The Union or Corporation may file for a single Arbitrator under the appropriate section of
the Ontario Labour Relations Act.

8.04
The Union and the Corporation may agree upon an Arbitration Board to hear the matter,
and for this purpose will exchange nominations for a Chairperson, failing agreement
between the parties within six (6) days as to the Chairperson to be appointed, the matter
will be referred to the Minister of Labour of Ontario for the appointment of the
Chairperson.

8.05
The Union and the Corporation shall each be responsible for one half of the expenses of
and the fee payable to the Chairperson.

8.06
All differences between the parties arising from the interpretation, application,
administration or alleged violation of the Agreement, including any question as to
whether a matter arbitral, shall be arbitral. No other difference shall be arbitral.

8.07
The arbitrator shall not alter, add to, subtract from modify or amend any part of this
Agreement.

8.08
Arbitrations shall be heard at Thunder Bay, Ontario or such other place as may be agreed
upon by the parties.

8.09
In any arbitration, the written grievance of the employee or employees first presented and
the written decisions at each stage of the written grievance procedure in respect thereto
shall be presented to the arbitrator and his decision shall be confined to deciding the
issues therein set out.

8.10
No costs of any arbitration shall be awarded to or against either party.

8.11
Should any employee, the Union or the Corporation desire to take advantage of the
procedure provided for in the Agreement for the settlement of grievances, each step in
such procedure up to and including the reference to appoint an arbitrator shall be taken by
such employee, the Union, or the Corporation, as the case may be, within the time limits
prescribed herein, or the grievance will be deemed to have been finally abandoned or
resolved.

8.12
Any time limits fixed for the taking of any action in connection with a specific written
grievance may be extended by written agreement of the Vice President - Human Resources and the Chairman of the Grievance Committee.

8.13
In meetings between the Grievance Committee and the President of St. Joseph's Care Group or designated Corporation representative under the provisions referred to above, the Grievance Committee may be accompanied by the Business Manager or a duly accredited local representative of the Union. The President of St. Joseph’s Care Group or a designated representative likewise may be accompanied by such individual or individuals as they may desire. Either the Corporation or the Union may require that the employee or a member of the group of employees involved in the grievance being appealed shall be present at such meeting.

ARTICLE 9 - UNION ACTIVITIES

9.01
The Union and its members will not conduct Union activities on the Corporation's time unless expressly provided for in this agreement or without approval from the Corporation.

9.02
The Members shall have Union Bulletin Board's in suitable locations to post notices and information pertaining to Union Activities. No union notice may be posted unless it has the signatures of an authorized officer of the Union and Corporation.

9.03
The Business Manager of the Local Union will notify the Corporation of Stewards or Agents authorized to act on matters of the collective agreement.

9.04
A Seniority List will be forwarded to the Union Office annually, no later than July 1st of each year by the Corporation.

9.05
There will be a Union - Management Committee consisting of at least two(2) representatives from the Union effective the opening day of the CEISS. Regular meetings at mutually agreeable times will be held and at least two weeks prior to the meeting an agenda with an outline of items to be discussed must be exchanged.

9.06
The Union acknowledges that stewards and members of the Union Committee will continue to perform their regular duties on behalf of the employer, and that such persons will not leave their regular duties without first obtaining permission from their supervisor and on resuming regular duties they will report to their respective supervisor. In accordance with this understanding, the employees will be compensated by the Employer
100% of their regular rate of pay for such time spent in dealing with Union - Management related matters. Compensation will not be allowed for time spent outside of the employee’s regular working hours, and the employer reserves the right to withhold payment, if the steward or member of the Union Committee does not conform to the accepted practice or if unreasonable or abnormal time is consumed in dealing with such matters.

ARTICLE 10 - PROBATIONARY PERIOD

10.01
New employees of the Corporation shall be considered probationary employees until they have completed their probationary period as outlined in Article 2 with the Corporation, after which their continuous service shall date from the original hiring date. Grievances may not be presented in connection with the discharge or lay-off of probationary employees unless the discharge or lay-off is claimed to be discrimination for Union activity. Probationary employees are entitled to all other rights and privileges to employees in this contract.

ARTICLE 11 - PAID HOLIDAYS

11.01
The Corporation recognizes the following days as paid holidays:

New Year's Day
Good Friday
Victoria Day
Canada Day (July 1)
Civic Holiday (1st Monday in August)
Labour Day
Thanksgiving Day
Christmas Day
Boxing Day (December 26)
Three (3) floating holidays

11.02(a) An employee who works his regular scheduled shift immediately prior to and his first scheduled shift following the above named Paid Holidays and who is required to work on any of the Paid Holidays shall be paid at the rate of time and one half his regular hourly rate plus an additional day's pay.

(b) In order to qualify for each Paid Holiday, the employee must work his last scheduled shift immediately prior to and his first scheduled shift following the Paid Holiday.

11.03
An employee who is absent on a Paid Holiday after being posted to work forfeits all pay for that day unless the employee presents a valid Doctor’s certificate certifying that the employee was unable to perform his regular duties due to illness.

11.04
If one of the above-named Paid Holidays occurs during an employee's vacation period, the employee may elect to be paid one day's pay or take a day off in lieu with pay at a later date to be mutually agreed.

11.05
If one of the above-named Paid Holidays falls on any employee's regularly scheduled day off, the employee may elect to be paid one day’s pay in addition to his regular salary or take a day off with pay at a later date to be mutually agreed.

11.06
An employee who is required to work on one of the above-named Paid Holidays which occurs on his scheduled day off shall be paid two and one half times his regular hourly rate for actual time worked in addition to his regular salary.

11.07
A regular full-time employee who has had three (3) months of continuous service with the Corporation shall be entitled to three (3) floating holidays at seven and one half (7 1/2) hours, (eight (8) hours for Maintenance Engineers and those scheduled) regular pay, subject to supervisory scheduling, and if not taken within the calendar year in which he became eligible for the floating holidays, he shall be paid seven and one half (7 1/2) hours (eight (8) hours for Maintenance Engineers and those scheduled) regular pay.

11.08
In the first and last year of employment, entitlement to the floating holidays will be prorated on the basis of one (1) floating holiday for each completed four (4) months of service in that calendar year.

11.09
Statutory holidays for part time employees are the days described in Article 11.01 with the exception of the three (3) floating holidays. A part time employee who works on a statutory holiday will be paid time and one half for hours worked on the paid holiday.

11.10
Where an employee is required to work on a Statutory Holiday, he shall have the option of being paid for the Statutory Holiday or receiving the time off in lieu to be taken on another regularly scheduled day. An employee may accumulate up to 48 hours of lieu time in a twelve (12) month period. This is not in addition to the time an employee can accumulate under Article 13.05.
ARTICLE 12 - VACATIONS WITH PAY

12.01
Employees who have achieved the continuous service listed below as of July 1st in any year will be entitled to vacation with pay as follows:

(a) An employee with one (1) year of continuous service with the Corporation shall be entitled to two (2) weeks vacation with pay.

(b) An employee with two (2) years of continuous service with the Corporation shall be entitled to three (3) weeks vacation with pay.

(c) An employee with five (5) years of continuous service with the Corporation shall be entitled to four (4) weeks vacation with pay.

(d) An employee with fifteen (15) years of continuous service with the Corporation shall be entitled to five (5) weeks vacation with pay.

(e) An employee with twenty-three (23) years of continuous service with the Corporation shall be entitled to six (6) weeks vacation with pay.

(f) An employee with thirty (28) years or more of continuous service with the Corporation shall be entitled to an additional seven (7) weeks vacation with pay.

(g) Vacation pay for part time employees shall be paid out on every paycheque and shall be based on 2% of gross salary for each week of vacation entitlement.

12.02
No vacation days may be taken prior to completion of six (6) months continuous service with the Corporation.

12.03
Insofar as it is practical to do so, applications for vacation shall be given preference in order of seniority of the applicants, unless agreement by a vacation group is made to rotate their seniority for this purpose only.

12.04
The Corporation will post a vacation request list by February 1st of each year and the list will remain posted until March 15th of each year. A finalized vacation list will be posted by March 30th of each year. In cases of conflicts in request, seniority shall be the deciding factor, unless agreement by a vacation group is made to rotate their seniority for
this purpose only.

12.05
Failure of an employee to enter his preferred vacation dates by March 15th each year, will result in the employee concerned not being able to exercise seniority in the choice of vacation dates.

12.06
If possible, by mutual agreement between the Corporation and the employees, a change in vacation schedule may be made after final posting of the list.

12.07
Vacation requests made at any other time of year will normally be submitted in writing to the Corporation at least one (1) week prior to the posting date of the work schedule covering the requested time.

12.08
Should an employee who has commenced his scheduled vacation and agrees upon a request by the Corporation to return to perform work during his vacation period, the employee shall be paid at the rate of one and one half times his regular rate for all hours so worked. To replace the originally scheduled days on which such work was performed, the employee will receive one (1) vacation lieu day off for each day on which he has worked.

ARTICLE 13 - HOURS OF WORK AND OVERTIME

13.01
The regular shift for the Maintenance Staff will consist of seven and one half (7.5) consecutive hours (exclusive of meal periods).

13.02
(a) If an employee is called out to work after his departure from the Corporation, the employee will be paid for a minimum of four (4) hours at a rate of time and one half of the regular rate.

(b) An employee who is required to remain available for duty on standby, outside of his regular scheduled working hours, shall receive standby pay in the amount of two dollars and fifty cents ($2.50) per hour for all hours on standby. Stand-by pay will cease when an employee is called back and works during the period of stand-by, providing the call back exceeds one (1) hour.

(c) When an employee is required to travel to the Corporation or to return to their home after regular working hours, the Corporation will pay transportation costs either by taxi or use of their own vehicle at the rate as amended by the Corporation per kilometre to a maximum of $14.00 (fourteen dollars). The employee will provide a taxi receipt as a
requirement for reimbursement.

(d) When an employee is requested to use his vehicle for a work assignment, he will be paid at the rate as amended by the corporation per kilometre.

13.03
For maintenance employees appearing on the schedule, authorized overtime worked in excess of the regular daily shift and in excess of thirty-seven and one half (37 1/2) hours per week will be counted as overtime work and will be paid for on the basis of time and one half of the employee's regular then rate of pay for the job classification, provided however that time (not exceeding fifteen (15) minutes per day) necessary to finish assigned work on an irregular basis shall be deemed a tag-end, and shall not be counted as overtime.

13.04
Employees who work overtime may take the time off during regular working hours. An employee will be allowed to bank the equivalent of two weeks of overtime to be taken as vacation. Two weeks is the maximum amount of lieu time an employee can accumulate and includes time accumulated under Article 11.10.

All requests to take lieu time must be approved by the Director Building Services; such additional vacation time will be scheduled by the employee after all regular vacation time has been allocated. Banked time will accumulate at the applicable overtime rate. If for reasons an employee is not able to take their accumulated time in vacation then the Corporation will payout the hours at the calendar year end.

13.05
If an employee is required to change shifts with less than twenty-four (24) hours notice prior to the beginning of the start of the new shift, he will be paid time and one half for all hours worked on the new shift.

13.06
Pandemic Plan - In the event there are reasonable indications of the emergence of a pandemic any employee working at more than one health care facility will, upon request of the employer, provide information of such employment to the employer. No consequence will flow from such disclosure, other than as strictly necessary to prevent the spread of infection.

ARTICLE 14 - HOSPITAL AND MEDICAL CARE

14.01
The Corporation agrees to pay one hundred (100%) of billed premiums towards coverage of eligible employees in the active employ of the Corporation under the Claimsecure Semi Private Plan or comparable coverage with another carrier.
14.02
The Corporation agrees to pay one hundred (100%) of billed premiums towards coverage of eligible employees in the active employ of the Corporation under HOOGLIP or such other group life insurance plan currently in effect, providing the balance of the monthly premium paid by the employee through payroll deduction.

14.03
The Corporation will contribute for regular full-time employees as follows:

(a) To Claimsecure or equivalent, Extended Health Care Plan an amount equal to 75% of the current billed premium ($22.50 single) ($35.00 family) deductible subject to the terms and conditions of such Plan and subject to the carrier's requirements as to minimum enrolment. In addition to the standard benefits, coverage will include Vision Care (maximum $225.00 every twenty-four (24) months) and Hearing Aid Allowance (maximum $500.00) every five (5) years and introduce mandatory Generic Drug Substitution unless medically indicated otherwise. Effective December 16, 2015, chiropractic shall be covered to a maximum of $300 per insured annually for each service.

Effective December 16, 2015, the Extended Health Care Plan shall be amended to provide for a prescription drug dispensing fee cap of $9.00 per prescription.

(b) To Claimsecure or equivalent, Dental Plan #9 (or equivalent) an amount equal to 75% of the billed premium based on the current O.D.A. schedule of fees as it may be updated from time to time. The Plan shall provide for oral recall examinations to be covered every nine (9) months.

ARTICLE 15 - PENSIONS

15.01
It will be a condition of employment that every full-time employee participate in the Hospitals of Ontario Pension Plan in accordance with its terms.

15.02
The Corporation will contribute for regular full time employees as follows:

(a) To the Hospitals of Ontario Pension Plan on such basis as may be, from time to time, determined by that Plan.

(b) To the Canada Pension Plan an amount required by law.

15.03
The Corporation will provide equivalent coverage to all employees who retire early and have not reached age 65 and who are in receipt of the Corporation's pension plan benefits on the same basis as is provided to active employee's for semi-private, extended health care and dental benefits. The employer will pay the retiree benefits at the same rate as
when they were employed by the Corporation.

ARTICLE 16 - SICK LEAVE

16.01
(a) Sick leave means the period of time when an employee is permitted to be absent from work due to sickness or accident rendering him unable to perform his regular duties as an employee and not compensable under the Worker's Compensation Act.

An employee earns one and one-half days sick credit, based on normal working hours, for each month worked accumulated to a maximum of 120 days.

(b) Pay for sick leave is for the sole and only purpose of protecting employees against loss of income and will be granted to all employees on the following basis:

(i) Employees who have completed the probationary period of fifty (50) days worked or 375 hours worked (which would include hours not worked but paid for by the Employer) from the date of last hire with the Corporation shall be credited with four and one-half (4 1/2) days of sick leave and shall then accumulate sick leave credits at the rate of one and one-half (1 1/2) day per month of service.

Once these credits are earned, they may be used when sickness forces the employee to remain at home from work. Sick leave credits used up will be deducted from the total credits accumulated.

(ii) Absence for sickness or accident compensable by the Workplace Safety & Insurance Board will not be charged against sick leave credits.

(iii) When sick pay is claimed, managers may require the employee to provide proof of absence for medical or non-medical occurrence(s) for periods of less than three days. Unless otherwise indicated by the Care Group, employees who are absent for three days or more must provide medical documentation. If information is requested, the employee has an obligation to provide satisfactory and timely information substantiating his/her absence. Employees who fail to do so may not be entitled to sick pay.

(iv) Sick leave benefits will cease upon termination of employment, or upon reaching normal retirement age or upon death.

(c) An employee will not be entitled to sick pay benefits during a period of layoff or leave of absence without pay.

(d) Only actual working days of an employee will be charged against his sick leave credits.
(e) Should an employee become ill preceding his scheduled vacation period, and should such illness continue into what would have been his vacation, all such time may be considered sick leave in which case, the vacation period will be rescheduled to a later date mutually agreeable to the Corporation and the employee.

(f) The Corporation will notify employees of the amount of accumulated sick leave on written request by the employee.

(g) Upon request of the Union, the Corporation agrees to obtain quotes on the premium rates for the LTD plan from the carrier for presentation to IUOE members. Such quotes will be based on the details which have been provided by the membership. The Corporation will also investigate the possibility of paying the employees who are on LTD, during the initial period when the claim is being processed. The Corporation would then seek reimbursement from the carrier.

The Corporation agrees to administer a long-term disability plan that is entirely paid by the employee through payroll deductions. Details of the plan shall be determined by the members and the Corporation is under no obligation if the Carrier's minimum enrolment criteria is not met.

Annual Medical: The Employer agrees that no employee will be required to undergo an annual medical examination nor be required to produce a medical certificate related thereto unless the Ministry of Health requires verification of the annual medical examination.

Sick Leave Certificate: If the Employer requires a sick leave certificate in accordance with the past practice or the collective agreement and the doctor charges the employee for such certificate outside CHIP, the Employer will pay for the certificate. In the alternative, the Employer may require an employee to attend an independent physician other than the employee's own physician to provide a sick leave certificate. In such circumstances the Employer shall pay for any medical fees charged beyond CHIP in relation thereto.

An employee who will be absent the afternoon or night shift due to personal illness must notify the Employer at least two (2) hours prior to the commencement of the shift. An employee who will be absent the day shift due to personal illness must notify the Employer at least one and one-half (1-1/2) hours prior to commencement of the shift. Failure to do so may result in loss of sick leave benefits for that day of absence.

16.02
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 Workplace Safety and Insurance benefits for a period longer than one complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefit the employee would receive from WSIB if the claim was approved, or the benefit to which the employee may be entitled under the short term sick portion of the disability income plan (HOODIP or equivalent plan). Payment will be provided only if the employee provides evidence of disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital that any
payments will be refunded to the Hospital following final determination of the claim by WSIB. If the claim for Workplace Safety and Insurance benefits is not approved, the monies paid as an advance will be applied towards any benefits to which the employee would be entitled under the short-term portion of the disability income plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

ARTICLE 17 - BENEFITS FOR PART TIME EMPLOYEES

17.01
The hourly salary rates, inclusive of the percentage in lieu of fringe benefits shall be calculated in accordance with the following formula:
... Applicable straight time rate plus (+) thirteen per cent (13%)

17.02
The hourly rates payable to a part time employee (not casuals) include compensation in lieu of all fringe benefits which are paid to full time employees. It is understood and agreed that pension is included within the percentage in lieu of fringe benefits. Notwithstanding the foregoing, all regular part time employees may, on a voluntary basis, enrol in the Corporation's Pension Plan when eligible in accordance with the terms and conditions. For part time employees who are members of the pension plan, the percentage in lieu of fringe benefits is nine per cent (9%).

17.03
It is understood and agreed that the part time employee's hourly rate (or straight time hourly rate) in this agreement does not include the additional nine per cent (9%) or thirteen per cent (13%) as applicable, which is paid in lieu of fringe benefits and accordingly the nine per cent (9%) or thirteen per cent (13%), as applicable, add on payment in lieu of fringe benefits will not be included for the purpose of computing any premium or overtime payments.

ARTICLE 18 - COMPASSIONATE LEAVE

18.01
(a) When death occurs to an employee's spouse, child, step child, parents, stepparents, brother, stepbrother, sister, stepsister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent, or grandchild of an employee dies, the employee will not be required to attend at work during five of the days from the death of such person up to and including the day of the funeral, whether or not they are scheduled days of work for such employee, and the employee will not suffer any reduction in pay for a maximum of three (3) scheduled days as a result of his non-attendance at work under such compassionate leave. Where the funeral of the deceased is more than 450 kilometres from the City of Thunder Bay, the employee shall be allowed two (2) extra days beyond the date of the funeral, excluding weekends, for return travel and such day shall be leave of absence without pay.
(b) An employee shall be granted one (1) day bereavement leave without loss of regular earnings to attend the funeral or memorial service of her/his aunt, uncle, niece or nephew.

ARTICLE 19 - MEAL ALLOWANCE WHEN WORKING OVERTIME

19.01
Where an employee is required to and does work for two (2) or more hours of overtime beyond his normal shift, he shall be entitled to a meal allowance of $8.00.

ARTICLE 20 UNIFORMS

20.01
Uniforms that are required for safety reasons will be supplied to bargaining unit employees by the Hospital. The Hospital will determine whether or not a uniform is required for safety reasons, the style and type of uniform, and the frequency in which the uniforms are replaced taking into consideration safety requirements.

ARTICLE 21 - SAFETY FOOTWEAR ALLOCANCE

21.01
The Corporation agrees to provide $100 per calendar year, with proof of purchase, to each full-time employees who is required by the Corporation to wear safety footwear during the course of their duties. The Corporation will provide a pair of winter safety boots to those employees required to perform work outside during the winter months.

ARTICLE 22 - TOOL ALLOWANCE

22.01
The Corporation will supply all necessary tools for the employees to perform their designated work assignments.
ARTICLE 23 - WAGES AND SHIFT DIFFERENTIAL

23.01
The following schedule of wages shall be the basic wages for the classifications named therein during the life of this Agreement.

<table>
<thead>
<tr>
<th></th>
<th>Effective Date</th>
<th>Step 1</th>
<th>Step 2</th>
<th>Step 3</th>
<th>Step 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maintenance Worker</td>
<td>July 1, 2014</td>
<td>19.25</td>
<td>19.65</td>
<td>20.05</td>
<td>20.45</td>
</tr>
<tr>
<td></td>
<td>1.5%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maintenance Worker</td>
<td>July 1, 2015</td>
<td>20.00</td>
<td>20.41</td>
<td>20.81</td>
<td>21.22</td>
</tr>
<tr>
<td></td>
<td>1.3% + .50 wage adj.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maintenance II</td>
<td>July 1, 2015</td>
<td>22.00</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Maintenance III</td>
<td>July 1, 2015</td>
<td>25.83</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Trades</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electrician</td>
<td>July 1, 2015</td>
<td>29.52</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

Such retroactivity shall be paid as soon as possible but not later than thirty (30) days from the date of written notice of ratification of the Memorandum of Settlement by both parties.

23.03
Subject to the provisions herein respecting former employees, benefits under this Agreement will apply to persons in the employ of the Corporation on or after the date of execution and delivery of this collective agreement and only direct wage adjustments applicable to hours paid by the Employer to all eligible employees on the payroll as of the expiry date of the agreement and to all new such employees hired since that date will be retroactive.

23.04
As to employees who retired, quit or were laid off since the expiry of the agreement-and not recalled, the Corporation shall within two (2) weeks after the date of execution and delivery of this Collective Agreement, send by registered mail to the last known address of such employee a notice informing them of their entitlement to retroactive pay and the manner in which it may be claimed. Such former employees shall have a period of sixty (60) days from the date of the mailing of a notice by the Corporation in which to apply in writing to the Corporation for any retroactive wage entitlement under the terms of this Agreement.
23.05
There will be a shift differential allowance of $0.45 per hour to employees, for all work performed between the hours of 4:00 p.m. and 8:00 a.m.

23.06
An employee shall be paid a weekend premium of fifteen cents ($0.15) per hour for each hour worked between 2400 hours Friday to 2400 hours Sunday.

23.08
For those employees assigned to perform duties as a charge and lead hand, the employee will be paid an additional one dollar and twenty five cents ($1.25) per hour above their regular rate of pay.

ARTICLE 24 - JURY & WITNESS DUTY

If an employee is required to serve as a Juror or a Witness in a court of law, or is required by subpoena to attend a court of law in connection with a case arising from the employee’s duties at the Corporation, the employee shall not lose regular pay because of such attendance provided that the employee:

a) notifies the Corporation immediately on the employee’s notification that he will be required to attend at court;

b) Presents proof of service requiring the employee’s attendance;

c) Deposits with the Corporation the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.

d) Resumes performance of his regular duties during any reasonable period when he is not required to be in attendance.

ARTICLE 25 - ACCESS TO FILES

25.01
A copy of any completed evaluation which is to be placed in an employee’s file shall be first reviewed with the employee.

25.02
The employee shall initial such evaluation as having been read and shall have the opportunity to add his view to such evaluation prior to it being placed in his file. It is understood that such evaluations do not constitute disciplinary action by the Corporation against the employee.
25.03
The employee shall give the supervisor twenty-four (24) hours notice before such files will be made to him.

25.04
The contents will be reviewed in the presence of the supervisor. A copy of the evaluation will be provided to the employee at his request.

25.05
No document shall be used against the employee where it has not been brought to his attention to him in a timely manner.

25.06
Any letter of reprimand, suspension or other sanction will be removed from the record of any employee twenty-four (24) months following the receipt of such letter, suspension or other sanction provided that such employee’s record has been discipline free for twenty-four (24) months.

ARTICLE 26 - TECHNOLOGICAL CHANGES - AUTOMATION

26.01
Recognizing the need for introducing technological changes, from time to time, and/or automation and having full concern for the impact for such changes on its employees, the Corporation.

(a) Will undertake to advise and to discuss with the Union as far in advance as possible and, in any case not less than (180) days before the introduction thereof, technological changes and/or automation which the Corporation decided to introduce which will result in significant changes in the employment status of employees.

(b) Further agrees to the formation of a joint advisory committee, to discuss the effect of such changes on the employment condition of employees and to consider, where possible, ways and means of providing jobs for employees displaced by the change.

(c) Will study each affected employee's situation on its own merits and full consideration will be given to length of service, skills, education, on the job training and current ability. Such measures as early retirement, retraining, and transfers to other jobs will be considered.

(d) The Corporation recognizes that it may be necessary to provide a reasonable amount of retraining to workers who are displaced as a result of technological change. After consultation with the Union as provided in Article 25, the Corporation, at its discretion will provide up to a maximum of three (3) months retraining.
ARTICLE 27 - JOB SECURITY

27.01
(a) With respect to the development of any operating or re-structuring plan which may affect the bargaining unit, the Union shall be involved in the planning process from the early phases through to the final phases of the process.

(b) Staff Planning Committee: In addition to that, and to any other planning committee in the Corporation of a more broadly representational make-up, there shall be immediately established a Staff Planning Committee for the bargaining unit, which shall meet during the term of this agreement every three months, unless otherwise mutually agreed by the parties.

It shall be the function of the Staff Planning Committee to consider possible ways and means of avoiding or minimizing potential adverse effects upon employees in the bargaining unit, including:

i) identifying and proposing possible alternatives to any action that the Corporation may propose taking;

ii) identifying and seeking ways to address the retraining needs of employees;

iii) identifying vacant positions within the Corporation for which surplus members of the bargaining unit might qualify, or such positions which are currently filled but which are expected to become vacant within the twelve (12) month period.

Composition and Meetings: The Committee shall be comprised of equal numbers of representatives of the Corporation and from the Union with at least two (2) representatives from each party.

Meetings of the Committee shall be held during normal working hours. Representatives attending such meetings during their regularly-scheduled hours of work shall not lose regular earnings as a result of such attendance. The Corporation shall make typing and other such clerical assistance available as required.

Each party shall appoint a co-chair for the Committee. Co-chairs shall chair alternate meetings of the Committee and will be jointly responsible for establishing the agenda of the Committee meetings, preparing minutes and writing such correspondence as the Committee may direct.

Disclosure: To allow the Staff Planning Committee to carry out its mandated role under this Article, the Corporation will provide the Committee with pertinent financial and staffing information and with a copy of any reorganization plans which impact on the bargaining unit.
Accountability: The Committee shall submit its written recommendations to the Executive Director. Where there is no consensus within the Committee, the individual members of the Committee shall be entitled to submit their own recommendations to the Executive Director.

Any agreement between the Corporation and the Union resulting from the above review concerning the method of implementation will take precedence over the other provisions of this agreement.

27.02
(a) Union: In the event of a proposed layoff of a permanent or long term nature, the Corporation will provide the Union with at least six (6) weeks notice. This notice is not in addition to the required notice for individual employees.

(b) Employees: In the event of a layoff of a permanent or long-term nature, the Corporation will provide affected employees with notice in accordance with the Employment Standards Act. However, the Employment Standards Act will be deemed to be amended to provide notice to the affected employees as follows:

9 years but less than 10 years service - 9 weeks notice;
10 years but less than 11 years service - 10 weeks notice;
11 years but less than 12 years service - 11 weeks notice;
12 years service or more - 12 weeks notice.

27.03
Severance and Retirement actions:

(a) Severance Pay: Within the lesser of thirty (30) days from the date of notice of layoff or the notice provided above an employee with more than twelve (12) months service with the Employer who has received notice of layoff of a permanent or long-term nature may resign, forfeiting the right to notice. Such employees will receive the balance of the notice as severance pay.

(b) Retirement Allowance: Within thirty (30) days from the date of notice of layoff an employee who has received notice of layoff of a permanent or long-term nature may retire provided that the employee is eligible to retire under the terms of the Hospitals of Ontario Pension Plan. An employee who chooses this option forfeits her right to notice and will receive severance pay on the basis of one (1) week's pay for each year of service with the Employer to a maximum of twenty-six (26) weeks; on the basis of the employee's normal weekly earnings. In addition, full-time employees will receive a lump sum payment equal to $1,000.00 for every year less than age 65, to a maximum of $5,000.00.

NOTE: The Employer may offer any employee a retirement option as provided above, in order to avoid potential layoffs in the unit.
(c) A full-time employee who has completed one year of service and:

i) whose layoff is permanent, or

ii) who is laid off for twenty-six (26) weeks in any fifty-two (52) week period, and who has not elected to receive a severance payment under either (a) or (b) of this Article, shall be entitled to severance pay equal to the greater of two (2) weeks' pay, or one week's pay per year of service to a maximum of twenty-six (26) weeks' pay. This entitlement shall not be in addition to any entitlement to severance pay under the Employment Standards Act, but at the same time, shall not preclude an employee from claiming any greater entitlement which that Act may at some point come to provide.

An employee may elect to defer receipt of this severance payment while his or her recall rights are still in effect. Once an employee does opt to receive the severance payment, he or she shall be deemed to have resigned, and his or her recall rights shall be extinguished.

27.04 Layoff and Recall:

(a) In the event of layoff, the Corporation shall layoff employees in the reverse order of their seniority within their classification, and within their full-time or part-time unit, providing that there remain on the job employees who then have the ability and qualifications to perform the work.

For purposes of layoff and recall, full-time and part-time seniority will be deemed to be merged after the bumping procedure has taken place under 20.04(b). If employees are unable to bump according to 20.04 (b), they shall be given an additional opportunity to bump into the other bargaining unit in accordance with the merged seniority list and 20.04(b). It is understood and agreed that if a part-time employee bumps a full-time employee as part of the above-noted procedure, the part-time employee is accepting the full-time position only.

It is understood and agreed that if a full-time employee bumps a part-time employee as part of the above-noted procedure, the full-time employee is accepting the part-time position only.

(b) An employee who is subject to layoff shall have the right to either:

i) accept the layoff; or

ii) displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in the bargaining unit if the employee originally subject to layoff is qualified for and can perform the duties of the lower or identical classification without training other than orientation. Such employee so displaced shall be laid off.
NOTE: An identical paying classification shall include any classification where the straight time hourly wage rate at the level of service corresponding to that of the laid-off employee is within one percent (1%) of the laid-off employee's straight time hourly wage rate.

In the event that there are no employees with lesser seniority in lower or identical paying classifications as defined in this article, a laid-off employee will have the right to displace an employee with lesser seniority, who is the least senior employee in a classification where the straight time hourly rate at the level of service corresponding to that of the laid-off employee is within five percent (5%) of the laid-off employee's straight time hourly rate provided she is qualified for and can perform the duties without training other than orientation. Such employee so displaced shall be laid off.

The decision of the employee to choose (i) or (ii) above shall be given in writing to the Corporation within five (5) working days, excluding Saturdays, Sundays and paid holidays, following the notification of layoff. Employees failing to do so will be deemed to have accepted layoff.

27.05
Recall Rights:

(a) An employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided he has the ability and qualifications to perform the work.

In determining the ability and qualifications of an employee to perform the work for the purposes of the paragraph above, the Corporation shall not act in an arbitrary manner.

(b) An employee recalled to work in a different classification from which he was laid off shall have the privilege of returning to the position he held prior to the layoff should it become vacant within six (6) months of being recalled.

(c) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.

(d) In the event a full-time employee suffers a reduction of hours as a result of layoffs and bumps into a part-time position, and a full-time position becomes available, the full-time employee will be recalled to the position provided he has the ability and qualifications to perform the work.

In determining the ability and qualification of an employee to perform the work for the purposes of the paragraph above, the Corporation shall not act in an arbitrary manner.
(e) It is the sole responsibility of the employee who has been laid off to notify the Corporation of her intention to return to work within five (5) working days (exclusive of Saturdays, Sundays and paid holidays) after being notified to do so by registered mail, addressed to the last address on record with the Corporation (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to work within ten (10) working days after being notified. 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 for work. The employee is solely responsible for his proper address being on record with the Corporation.

(f) Employees on layoff or notice of layoff shall be given preference for temporary vacancies which are expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.

(g) A laid-off employee shall retain the rights of recall for a period of thirty (30) months.

(h) No full-time employee within the bargaining unit shall be laid off by reason of his/her duties being assigned to one or more part-time employees.

(i) In the event that a layoff commenced on the day immediately following a paid holiday, an employee otherwise qualified for holiday pay shall not be disentitled thereto solely because of the day on which the layoff commenced.

27.06

Benefits on Layoff:
In the event of a layoff of a full-time employee, the Corporation shall pay its share of insured benefits premium up to three (3) months from the end of the month in which the layoff occurs or until the laid-off employee is employed elsewhere, whichever occurs first. Unless the employee gives the Corporation a written notice that the employee does not intend to pay the employee's contribution.

ARTICLE 28 - JOB POSTINGS

28.01
Where new jobs are created or the employer decides to fill a permanent vacancy, such jobs shall be posted by the employer for a period of five (5) working days, working days being from Monday to Friday. Employees shall apply for posted jobs on an application supplied by the employer. Applications must be submitted to the Human Resource Department.
28.02
When a new classification is established by the Corporation (which is covered by the terms of this agreement), the Corporation will establish a rate of pay and notify the Union within seven (7) days. If the union wishes to challenge the rate it will request a meeting with the Corporation to discuss the newly established rate of pay. Should the parties disagree on a rate of pay, the Union may refer the issue to binding arbitration. Such referral must be made within (15) fifteen days of such meeting having occurred.

28.03
An employee who is successful in his job bid will serve a (45) forty-five working day trial period. If the employee does not successfully complete the trial period, or he feels he is unable to perform the duties of his new position, he will be returned to his former position as will any other employees in the bargaining unit who were transferred or promoted as a result of the initial transfer. Newly hired employees shall be terminated and such termination shall not be subject to the grievance and arbitration procedure.

28.04
Any employees permanently appointed to a position outside of the bargaining unit shall retain their accrued seniority for a period not to exceed six (6) months from the date of appointment. Following the expiry of the preceding limits, the employees name shall be considered deleted from the seniority list.

ARTICLE 29 - NEGOITIATION PAY

29.01
The Corporation will agree to pay up to two (2) employees who are on the Union Negotiating Committee for loss of earnings during their regular scheduled working hours in attending negotiation meetings with the Corporation up to, but not including arbitration, providing the total number of hours so paid does not exceed eighty (80).

ARTICLE 30 - Work of the Bargaining Unit

30.01
Management will not perform duties that are normally assigned to bargaining unit employees which shall directly cause or result in the layoff, loss of seniority, wages or service to employees in the bargaining unit.

30.02
The Corporation shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a layoff of any employees other than casual part time employees results from such 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 agreement.
ARTICLE 31 - Education Leave

31.01
If required by the Employer, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade his or her employment qualifications.

31.02
A leave of absence, without pay, to take further education related to the employee's work with the Corporation may be granted upon written application by the employee to the administration of the Corporation. It is further understood and agreed that the Employer will, whenever its operational requirements permit, endeavour to arrange the shifts of employees attending courses or seminars to permit such attendance.

31.03
Where employees are required by the Corporation to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full costs associated with the courses.

ARTICLE 32 - DURATION AND RENEWAL

32.01
This agreement shall continue in full force and effect from July 1, 2014 until midnight to June 30, 2016.

32.02
If either party desires to terminate this Agreement as of midnight on the 30th day of June, 2016, it shall, not less than thirty (30) days and not more than ninety (90) days prior to such date, give written notice to the other party of such notice of termination.

32.03
If neither party shall give notice to terminate this Agreement, it shall continue in effect from year to year after the 30th day of June 2016, subject to termination by either party on written notice to the other party given no less than thirty (30) days and not more than ninety (90) days prior to the 30th day of June in any subsequent year.

ARTICLE 33 - COPIES OF AGREEMENT

33.01
The employer shall provide the members of the bargaining unit with a copy of the collective agreement within a reasonable time. The Union and the Corporation agree to share the cost of publishing the contracts.
ARTICLE 34 - NO ELIMINATION OF CLASSIFICATION

34.01
The Corporation agrees that there will be no elimination of classifications within the terms of this agreement without prior consultation.

Article 35 JOINT HEALTH AND SAFETY COMMITTEE

A union representative shall participate on the site specific Joint Health and Safety Committee. Should there be no volunteer representative from the bargaining unit, the union will designate a member.

IN WITNESS WHEREOF the parties hereto have caused their names to be subscribed by their duly authorized officers and / or representatives.

Dated this 15th Day of July, 2016.

INTERNATIONAL UNION OF OPERATING ENGINEERS - LOCAL 865
ST. JOSEPH'S CARE GROUP
LOCAL 865
LETTER OF UNDERSTANDING #1

between:

St. Joseph’s Care Group
-and-

International Union of Operating Engineers - Local 865

1) a. This letter of understanding is appended to the Collective agreement to be applicable for the Physical Plant departments during the period this collective agreement is in effect.

b. Vacation Year from July 1 to June 30.

c. Blank schedule will be posted February 1 and will remain posted until March 15, so that part of or all vacation time can be booked. Vacation forms to be submitted by March 15. The finalized list and vacation time will be confirmed by March 30.

d. Preferred vacation dates are decided by seniority unless agreement by a vacation group is made to rotate their seniority for this purpose only, which is valid only until March 15. Vacation times requested after March 15, are to be submitted at least 1 week in advance and are on a first come first served basis.

e. By request an annual work schedule is posted which will be drawn up to cover vacation booked by March 15th. Vacations booked by March 15th will not be affected.

2) Guidelines for vacation scheduling:

a. All employees may stack floaters, lieu time and stat. holidays to form vacation weeks. Maximum continuous vacation limited to 2 weeks during prime time. Prime time will be recognized as from the 2nd Saturday in June to the 2nd Saturday in September. Any extra time to be approved by the Director of Physical Plant Operations.

b. To minimize changes to the work schedule, a holiday commitment at the beginning of the vacation year would be appreciated.

Dated this 15th day of July, 2016.

INTERNATIONAL UNION OF OPERATING ENGINEERS - LOCAL 865

ST. JOSEPH’S CARE GROUP

Local 865

[Signature]

[Signature]
LETTER OF UNDERSTANDING

between:

St. Joseph’s Care Group
- and -
International Union of Operating Engineers - Local 865
Hogarth Riverview Manor

RE: Maintenance II

Without Prejudice and/or Precedent John Sutton is appointed to the classification of Maintenance II effective November 30, 2015.

The parties agree that future Maintenance II vacancies will be posted and selection will be on the basis of ability, experience and qualifications. Where these factors are relatively equal amongst the employees considered, seniority shall govern providing the successful applicant, if any, is qualified to perform the available work.

If no applications to fill the vacancy are received from employees of the Corporation, or if the applicant or applicants are not in the opinion of the Corporation considered to be suitable for such vacancy, then the Corporation may fill the vacancy from the open market subject to the applicant’s right to grieve.

Dated this 15th day of July, 2016.

INTERNATIONAL UNION OF OPERATING ENGINEERS - LOCAL 865
LOCAL 865

ST. JOSEPH’S CARE GROUP

[Signatures]