

Collective Agreement

between

**Ontario Public Service Employees Union
on behalf of its Local 329**

and

Honeywell International Incorporated

DURATION: April 1, 2014 – March 31, 2017



TABLE OF CONTENTS

ARTICLE 1 - PURPOSE	1
ARTICLE 2 - RECOGNITION.....	1
ARTICLE 3 - EMPLOYEE DEFINITIONS.....	1
3.01 DEFINITIONS.....	1
3.02 FULL TIME.....	1
3.03 PART TIME.....	1
3.04 CASUAL	2
3.05 TEMPORARY EMPLOYEE.....	2
ARTICLE 4- RELATIONSHIP	2
ARTICLE 5 – MANAGEMENT RIGHTS.....	3
ARTICLE 6 – UNION REPRESENTATION.....	3
6.01 UNION STEWARDS.....	3
6.02 NEW EMPLOYEE ORIENTATION	4
6.03 BULLETIN BOARDS.....	4
ARTICLE 7 – UNION BUSINESS LEAVE	4
7.01 UNION BUSINESS.....	4
7.02 UNION POSITION LEAVE FULL TIME.....	5
7.03 EXECUTIVE BOARD MEMBER.....	5
7.04 COMPANY PAYMENT FOR UNION LEAVE.....	5
ARTICLE 8 – GRIEVANCE AND ARBITRATION PROCEDURE.....	5
8.04 POLICY GRIEVANCE	6
8.05 DISCHARGE OR SUSPENSION GRIEVANCE.....	6
8.09 ARBITRATION.....	7
ARTICLE 9 – WORK OF THE BARGAINING UNIT.....	9
ARTICLE 10 – NEGOTIATING COMMITTEE.....	9
10.01 PAY FOR LOCAL NEGOTIATING COMMITTEE.....	9
ARTICLE 11 – STRIKES AND LOCKOUTS.....	10
ARTICLE 12 – CHECK-OFF OF UNION DUES.....	10
ARTICLE 13 – NON-DISCRIMINATION	10
ARTICLE 14 – DISCIPLINE AND EMPLOYEE FILES.....	11
14.01 NOTIFICATION OF DISCIPLINARY ACTION.....	11
14.03 INTERVIEW AND REPRESENTATION.....	11

14.04	ACCESS TO EMPLOYEE FILES.....	11
	ARTICLE 15 – PROBATIONARY PERIOD	11
	ARTICLE 16 – HEALTH AND SAFETY	12
16.02	INFLUENZA VACCINE.....	12
16.03	INFECTIOUS DISEASES OTHER THAN WHAT IS CONTEMPLATED IN ARTICLE 16.12.....	13
16.04	VIOLENCE IN THE WORKPLACE	13
16.06	BULLYING AND PSYCHOLOGICAL HARASSMENT	14
16.07	SAFETY EQUIPMENT	14
	ARTICLE 17 – HOLIDAYS – FULL-TIME EMPLOYEES.....	14
17.01	GENERAL HOLIDAYS	14
17.02	COMPENSATION	15
17.04	DESIGNATION OF A WEEKEND STATUTORY HOLIDAY	15
17.05	IDENTIFIED RELIGIOUS HOLIDAYS.....	15
17.06	PART TIME EMPLOYEES.....	16
	ARTICLE 18 – BEREAVEMENT LEAVE.....	16
	ARTICLE 19 – EMERGENCY LEAVE.....	17
19.01	EMERGENCY LEAVE.....	17
19.02	FAMILY MEDICAL LEAVE (COMPASSIONATE CARE LEAVE)	17
	ARTICLE 20 – JURY AND WITNESS DUTY	17
20.01	JURY AND WITNESS DUTIES	17
20.02	COURT OF LAW OR CORONER’S INQUEST	18
	ARTICLE 21 – MATERNITY LEAVE.....	18
	ARTICLE 22 – PARENTAL LEAVE.....	18
	ARTICLE 23 – SICK LEAVE/SHORT TERM DISABILITY (FULL TIME EMPLOYEE’S ONLY)	19
23.06	USE OF ACCUMULATED CREDITS.....	19
	ARTICLE 24 – WORKPLACE SAFETY AND INSURANCE.....	20
	ARTICLE 25 - VACATION.....	21
25.04	VACATION SCHEDULES	21
25.05	INTERRUPTED VACATION.....	22
25.06	VACATION CREDITS	22
	ARTICLE 26 – EMPLOYEE BENEFITS	23
26.02	CHANGE OF CARRIER	24
26.03	PENSION.....	24

26.04	PART-TIME BENEFITS	24
26.05	BENEFITS WHILE ON SICK LEAVE.....	24
26.06	BENEFITS INFORMATION.....	24
	ARTICLE 27 – UNION-MANAGEMENT COMMITTEE	25
	ARTICLE 28 – SENIORITY AND SERVICE.....	25
28.01	SENIORITY LIST	25
28.02	SENIORITY ACCUMULATION.....	25
28.03	TRANSFER OF SENIORITY	27
28.04	EFFECT OF ABSENCE.....	27
28.05	LAYOFF AND RECALL RIGHTS	28
	ARTICLE 29 – EMPLOYMENT STABILITY	28
29.01	NOTICE OF LAYOFF	28
29.02	LAYOFF PROVISIONS.....	28
29.03	NOTICE OF RECALL.....	29
29.04	CONTINUATION OF BENEFITS	31
	ARTICLE 30 – TECHNOLOGICAL CHANGE	31
	ARTICLE 31 – POSTING AND FILLING OF VACANCIES.....	31
31.06	FILLING POSTED VACANCIES	32
31.07	PROMOTION TO HIGHER RATED CLASSIFICATION	33
31.10	TEMPORARY AND POSTED VACANCIES	33
	ARTICLE 32 – HOURS OF WORK AND OVERTIME	33
32.01	HOURS OF WORK.....	33
32.02	REST PERIODS.....	34
32.03	OVERTIME.....	34
32.03.1	OVERTIME DEFINITION	34
32.03.2	OVERTIME/CALL BACK ACCUMULATION (FULL-TIME ONLY).....	34
32.04	MISSED MEAL	35
32.05	DAYS OFF – FULL TIME EMPLOYEES	35
	ARTICLE 33 – COMPENSATION	35
33.01	NEW CLASSIFICATIONS	35
33.02	GRID PROGRESSION - FULL-TIME EMPLOYEES ONLY	36
33.03	GRID PROGRESSION - PART-TIME EMPLOYEES ONLY	36
	ARTICLE 34 – PREMIUM PAYMENTS/TRANSPORTATION/MEAL ALLOWANCE	36
34.01	SHIFT PREMIUM	36
34.02	MEAL ALLOWANCE	37
34.03	CALL BACK PAY	37

34.04	ON CALL DUTY (STAND-BY)	37
34.05	TIME OFF BETWEEN SHIFTS (SHIFT SCHEDULES)	38
34.06	CHANGE OF SCHEDULE	38
34.07	SHIFT EXCHANGE	38
34.08	REPORTING PAY	39
34.09	PERSONAL VEHICLE USAGE	39
34.10	NO PYRAMIDING	39
	ARTICLE 35 - GENERAL	39
35.01	PRINTING OF COLLECTIVE AGREEMENT	39
	ARTICLE 36 -- MODIFIED WORK	40
	ARTICLE 37 -- LEAVES OF ABSENCE	40
37.01	LEAVE WITHOUT PAY	40
37.02	MILITARY LEAVE	40
37.03	EDUCATIONAL LEAVE	40
	ARTICLE 38 -- CONTRACTING OUT	41
	ARTICLE 39 - DURATION	42
	LETTER OF UNDERSTANDING #1	43
	LETTER OF UNDERSTANDING #2	44
	SCHEDULE "A" -- WAGES	45

ARTICLE 1 - PURPOSE

- 1.01 The purpose of this Agreement is to establish and maintain collective bargaining relations between the Company and the employees covered by this Agreement; to provide for on-going means of communication between the Union and the Company and the prompt resolution of grievances and the final settlement of disputes and to establish and maintain mutually satisfactory salaries, hours of work and other conditions of employment in accordance with the provisions of this Agreement. It is recognized that employees, the Union and the Company wish to work together to secure the best possible service for our customer.

ARTICLE 2 - RECOGNITION

- 2.01 The Company recognizes the Union as the sole and exclusive bargaining agent for all Facilities Management personnel employed by Honeywell at the Waypoint Centre for Mental Health Care in Penetanguishene save and except supervisors, managers and those above the rank of manager, office staff, project managers, technical staff (such as Automation Technicians and external Honeywell trades personnel) and engineering staff (such as professional engineers, engineering technicians) and persons for whom any other trade union held bargaining as of December 14, 2008.

ARTICLE 3 - EMPLOYEE DEFINITIONS

- 3.01 **Definitions**
- Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun and vice versa where the context so requires. Where the singular is used, it may also be deemed to mean plural and vice versa.
- 3.02 **Full Time**
- Full-time employees are employees engaged to fill a permanent position and regularly working the normal or standard work week averaged over a biweekly pay period.
- 3.03 **Part Time**
- A Part-time employee is an employee who is regularly scheduled not more than 24 hours per week and who makes a commitment to the Company to be available for work on a predetermined basis as required by the Company. Part-time (PT) employees are not guaranteed a specific number of shifts per pay period or per scheduling period. Prior to the utilization of Casual staff, Part-time employees will be given the option of being scheduled for additional shifts over and above their normal commitment in the event of illnesses, vacations, emergencies and other periods of staff shortages.

3.04

Casual

A Casual employee is defined as an employee whose work is not normally scheduled on a predetermined basis but who may be prescheduled or called in on a relief basis only to fill in for illness, vacations, emergencies and other periods of staff shortages once it has been determined that no Part-time employees with the requisite qualifications and ability to perform the job have agreed to work the required number of shifts available. Once a Casual employee has been scheduled or called in under these provisions a Part-time employee may not displace them. Casual employees who have not made themselves available for a six-(6) month calendar period may be terminated from employment from the Company. All articles of this agreement that refer to Part Time employees shall also cover casual employees.

3.05

Temporary Employee

A Temporary employee is defined as an employee filling a vacancy caused by illness, accident, pregnancy/parental leaves, vacation, leaves of absences not expected to exceed greater than 12-months or specific tasks or projects of less than 12 continuous calendar months. They may be assigned either full-time or part-time hours as identified elsewhere in this Agreement.

Temporary employees regardless of hours worked will be paid the applicable wage and percentage in lieu of benefit payments as defined elsewhere in the agreement.

Temporary employees are not eligible for Layoff and Recall rights as per Article 30 (Employment stability) of this agreement but are entitled to Employment Standards Act severance and notice provisions.

Temporary employees are not eligible to apply for posted vacancies until they have completed at least six (6) months of their assignment.

The termination of a temporary employee shall not be the subject of a grievance or arbitration provided the basis for such termination is not arbitrary, discriminatory or in bad faith.

ARTICLE 4—RELATIONSHIP

4.01

The Company and the Union each agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members because of an employee's membership or non-membership in the Union or because of their activity or lack of activity in the Union.

4.02

The Union further agrees that there shall not be solicitation for membership or other Union activities during working hours except as specifically permitted by this Agreement or in writing by the Company.

4.03 It is agreed that issues such as privacy and confidentiality shall be respected by all parties covered by this collective agreement.

ARTICLE 5 – MANAGEMENT RIGHTS

5.01 The Union recognizes that the management of the operations and the direction of the employees are fixed exclusively with the Company and shall remain solely with the Company and without restricting the generality of the foregoing it is the exclusive function of the Company to:

- (a) maintain order, discipline, and efficiency;
- (b) hire, assign, promote, demote, classify, transfer, direct, lay-off, recall and to suspend, discipline or discharge employees provided that a claim by an employee that they have been disciplined or discharged without just cause may be subject of a grievance and dealt with as hereinafter provided;
- (c) establish, alter, and enforce reasonable rules and regulations to be observed by the employees; provided that such rules and regulations shall not be inconsistent with the provisions of this Agreement;
- (d) determine all work schedules, the kind and location of equipment to be used, methods to be used, the location and number of employees required from time to time, the services to be performed, the standards of performance of all employees, work assignments, the hours of work and all other rights and responsibilities of management not specifically modified elsewhere in this Agreement;
- (e) There shall be no verbal or written agreements with any employees that are contrary to this Collective Agreement, without agreement with the Union.
- (f) Notwithstanding the above, the Company shall not exercise these rights in an arbitrary, discriminatory or bad faith manner.

ARTICLE 6 – UNION REPRESENTATION

6.01 Union Stewards

The Company agrees to recognize a steward who shall be an employee who has completed his/her probationary period. The function of the steward shall be to assist employees in their respective areas in the processing of any grievance which may properly arise under the provisions of this Agreement. The Union will notify the Company of the name of the steward in writing before the Company shall be required to recognize the same.

The Company will further recognize that the Union has the sole right to appoint stewards as they see fit when engaged in Union business.

The Union recognizes and agrees that the stewards have their regular duties to perform in connection with their employment and that only such time as is necessary will be taken by the steward during working hours. The steward shall obtain the permission of the steward's supervisor before leaving work to assist any employee in investigating or presenting the employee's grievance. If in the performance of duties, a Union Steward is required to enter an area within the Hospital in which they are not ordinarily employed, the Steward shall report their presence to the supervisor in the area immediately upon entering it.

When resuming their regular duties and responsibilities, such steward shall report to their immediate supervisor. A Union Steward shall suffer no loss of earnings for time spent in performing the above duties during their regular scheduled working hours.

6.02 **New Employee Orientation**

All new employees will have the opportunity to meet with a representative of the Union in the employ of the Company for a period of up to thirty (30) minutes during the employee's probationary period, without loss of regular earnings. The purpose of such meeting will be to acquaint the employee(s) with such representative of the Union and the collective agreement. These interviews will be scheduled in advance and may be arranged collectively or individually by the Company.

6.03 **Bulletin Boards**

Bulletin boards will be made available to the Union for the posting of official Union notices. Such bulletin boards shall be in areas where all employees will have access to them. All notices shall be signed by an Executive member of the Union. The notices must pertain to local Union work-related issues. The Company reserves the right to have the notice(s) removed.

ARTICLE 7 – UNION BUSINESS LEAVE

7.01 **Union Business**

The Company shall endeavour to grant a leave of absence without pay but with no loss of credits to the Union Steward for the purpose of attending conferences, schools, seminars, conventions or other such activities related to the Union where the Company is provided with no less than fourteen (14) calendar days notice of such absence. Failure to provide such notice may result in the request being denied. Approval of the leave is subject to operating conditions and shall not exceed an aggregate of five (5) days per calendar year.

7.02

Union Position Leave Full Time

When an employee is elected as the Union's President or First Vice President (Provincially) the Union will, immediately following such election, advise the Company of the name of the employee so elected. Leave of absence shall be granted from the employee's place of employment for the duration of the current term of office. The Union shall reimburse the Company the amounts paid on behalf of the employee, including pay and benefits.

7.03

Executive Board Member

Where an individual of the bargaining units represented centrally by OPSEU is elected or appointed as an Executive Board Member, Executive Officer, member of the central negotiating committee, member of Mental Health Division Executive or as a Membership Development Trainee, such individual shall be granted leave of absence without pay for the time off required to exercise the duties of such appointment. The Company will be provided with as much notice as possible and in any event no less than fourteen (14) calendar day's notice. Such positions shall be limited to two (2) members per Division.

7.04

Company Payment For Union Leave

For leaves of absence without pay for Union business under the terms of this Agreement, including unpaid leave for members of the Central Negotiating Team, the employee's salary, and applicable benefits will be maintained by the Company and the Union will reimburse the Company for the cost of salary and benefits. The Company will bill the Union and the Union will reimburse the Company within a reasonable period of time. In addition, there shall be no loss of seniority during such leaves of absence.

ARTICLE 8 – GRIEVANCE AND ARBITRATION PROCEDURE

8.01

For the purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.

8.02

At the time formal discipline is imposed or at any stage of the grievance procedure, including the complaint stage, an employee is entitled to be represented by their employee representative. In the case of suspension or discharge, the Company shall notify the employee of this right in advance.

8.03

It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until they have first given the immediate supervisor the

opportunity of adjusting the complaint. Such complaint shall be discussed with the immediate supervisor within seven (7) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee and failing settlement within seven (7) days, it shall then be taken up as a grievance within ten (10) days following advice of the immediate supervisor's decision in the following manner and sequence:

Step No. 1

The employee may submit a written grievance, signed by the employee, to the immediate supervisor. The grievance shall identify the nature of the grievance and the remedy sought and should identify the provisions of the Agreement which are alleged to be violated. A meeting will be held within 15 days and the immediate supervisor will deliver their decision in writing within seven (7) days following the day on which the grievance meeting was held. Failing settlement, then:

Step No. 2

Within ten (10) days following the decision in Step No. 1, the grievance may be submitted in writing to the Site Leader or designate. A meeting will then be held between the Site Leader or designate and the Grievor and their representative within fifteen (15) days of the submission of the grievance at Step No. 2 unless extended by agreement of the parties. It is further understood that the Site Leader or designate may have such counsel and assistance as they may desire at such meeting. The decision of the Company shall be delivered in writing within seven (7) days following the date of such meeting. Failing settlement, either party may submit the matter to arbitration within fifteen (15) days after the decision in Step No. 2 is given. If no written request for arbitration is received within such fifteen (15) day period, the grievance will be deemed to have been abandoned.

8.04

Policy Grievance

A complaint or grievance arising directly between the Company and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 2 within seven (7) days following the circumstances giving rise to the complaint or grievance.

8.05

Discharge or Suspension Grievance

Subject to provisions respecting probationary status in article 15, a claim by an employee that they have been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Company at Step No. 2 within seven (7) days after the date the discharge or suspension is effected.

The Company agrees to provide written reasons within seven (7) days to the affected employee in the case of discharge or suspension and further agrees

that, subject to provisions respecting probationary status, it will not suspend, discharge or otherwise discipline an employee without just cause.

8.06 All agreements reached under the grievance procedure between the representatives of the Company and the representatives of the Union will be final and binding upon the Company and the Union and the employee or employees involved.

8.07 Where no answer is given within the time limit specified in the grievance procedure the grieving party shall be entitled to submit the grievance to the next step of the grievance procedure.

8.08 Any grievance initiated by Management may be referred in writing to the Local Union President or designate within ten (10) days of the occurrence of the circumstances giving rise to the grievance, and the Union shall meet within ten (10) days thereafter with a representative of Human Resources to consider the grievance. If final settlement is not completed within ten (10) days of such meeting, the grievance may be referred, by either party, to an Arbitrator.

8.09 **Arbitration**

(a) Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting any grievance procedure established by the Collective Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the Notice shall contain the names of three (3) persons selected by the first party as being appropriate to act as the Sole Arbitrator herein.

Within ten (10) days thereafter the recipient of the Notice shall inform the first party as to whether or not any of the three (3) names submitted by the first party are acceptable to it as Sole Arbitrator, and in the event that the recipient of the notice is not able to accept any of the three (3) names so put forward it shall name three (3) persons deemed appropriate by it to act as Sole Arbitrator herein. Within ten (10) days after such suggestions are received from the recipient of such notice, and in the event that none of the six (6) names so put forward are acceptable to both parties to act as Sole Arbitrator, the parties jointly agree to request the appropriate government agency for the Province of Ontario to appoint a Sole Arbitrator to hear such grievance.

(b) Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an

allegation is made that this Agreement has been violated, and the parties agree in writing to submit the matter to a Board of Arbitration, rather than an Arbitrator, the party moving the matter to arbitration shall make such request in writing addressed to the other party to this Agreement, and at the same time name a nominee. Within seven (7) days thereafter the other party shall name a nominee, provided however, that if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees shall attempt to select by agreement a chairperson of the Arbitration Board. If they are unable to agree upon such a chairperson within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairperson.

- 8.10 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 8.11 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 8.12 The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 8.13 The proceedings of the Arbitrator will be expedited by the parties hereto and the decision of the majority and where there is no majority the decision of the chairperson will be final and binding upon the parties hereto and the employee or employees concerned.
- 8.14 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chairperson of the Arbitration Board.
- 8.15 Wherever Arbitrator is referred to in the Agreement, the parties may mutually agree in writing to substitute an Arbitration Board for the Arbitrator at the time of reference to arbitration and the other provisions referring to the Arbitrator shall appropriately apply, with the modifications noted in Article 8.10(b).
- 8.16 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits, except by the written agreement of the parties shall result in the grievance being deemed to have been abandoned, subject only to the provisions of Section 48 (16) of the Labour Relations Act, as amended.
- 8.17 In Article 8, "days" shall include all days exclusive of Saturdays, Sundays and designated holidays.
- 8.18 The parties agree that principles of full disclosures of issues in dispute as

alleged by a grievance advanced by the Union on behalf of a member or members or the Union itself and full disclosure of facts relied upon by management in a decision that is subject to a grievance are key elements in amicable and expeditious dispute resolution processes.

- 8.19 The parties agree that at the earliest stage of the grievance procedure, either party upon request is entitled to receive from the other, full disclosure on a without prejudice basis to each other, with the purpose of providing both parties with the opportunity to understand the grievance and to prepare for the meeting(s).
- 8.20 An employee who has a grievance and is required to attend meetings at the complaint stage, Step One and Two of the grievance procedure shall be given time off with no loss of pay and with no loss of credits to attend such meetings.
- 8.21 Article 8.21 shall also apply to the Union steward who is authorized to represent the grievor at the complaint stage, Step One and Step Two of the grievance procedure.

ARTICLE 9 – WORK OF THE BARGAINING UNIT

- 9.01 Any employee excluded from the bargaining unit shall not perform duties normally performed by employees in the bargaining unit which shall directly cause or result in lay-off to employees in the bargaining unit.

ARTICLE 10 – NEGOTIATING COMMITTEE

10.01 Pay for Local Negotiating Committee

The Company agrees to recognize a negotiating committee comprised of two (2) members to be elected or appointed from within the bargaining unit. The Company agrees that the members of the negotiating committee shall suffer no loss of earnings and credits for time spent during their regularly scheduled working hours in attending negotiation meetings with the Company up to, and including conciliation.

- 10.02 The Union may at its discretion require a reasonable number of members, at any one time, to be granted a leave of absence without pay but with no loss of credits and seniority for the purpose of assisting the Union in advising and educating the members with respect to the collective bargaining process.

- 10.03 Nothing in this provision is intended to preclude the Union negotiating committee from having the assistance of any representatives of OPSEU when negotiating with the Company.

10.04 The Company will adjust the scheduled shifts of workers on the bargaining team to coincide with scheduled dates during the bargaining process.

ARTICLE 11 – STRIKES AND LOCKOUTS

11.01 The Union agrees there shall be no strikes and the Company agrees that there shall be no lock-outs so long as this agreement continues to operate. The terms “strike” and “lock-out” shall bear the meaning given them in the Ontario Labour Relations Act.

ARTICLE 12 – CHECK-OFF OF UNION DUES

12.01 The Company shall deduct from each bi-weekly pay of each bargaining unit employee from the first day of employment, an amount equivalent to such Union dues as the Union advises the Company. In addition, the Company shall deduct Union dues from any retroactive wage payments made to the employees. The Company agrees that it will remit the total amount of such deductions to the Supervisor of Accounting Department of the Union, no later than the 15th day of each month following the month that deductions were made.

12.02 The Union will advise the Company in writing of the amount of its regular dues. The amount specified shall continue to be deducted until changed by further written notice to the Company.

12.03 The Union agrees to save the Company harmless and to indemnify the Company with respect to any claim made against the Company by any employee or group of employees arising out of the deduction of union dues as herein provided.

12.04 The Company agrees to print the amount of total dues deduction paid by each employee for the previous year on the individual's Income Tax T4 form.

ARTICLE 13 – NON-DISCRIMINATION

13.01 It is agreed that there will be no discrimination by either party to this Agreement or by any of the employees covered by this Agreement against any employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status, or disability, as defined in section 10(1) of the *Ontario Human Rights Code (OHRC)*.

ARTICLE 14 – DISCIPLINE AND EMPLOYEE FILES

14.01 Notification of Disciplinary Action

The Company agrees to provide copies of formal discipline letters to the Local President.

14.02 Any letter of reprimand, suspension or other sanction will be removed from the record of an 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 during that time.

14.03 Interview and Representation

Prior to any interview which might be the basis of disciplinary action, the employee will be informed of the purpose of the interview and their entitlement to have a Union Representative. Reasonable notice where possible, as to the time and place of the interview will be provided to the employee. The Company shall endeavour to adjust the employee's schedule to facilitate attendance during working hours. At the interview, the employee and the Union representative may make representations and ask questions concerning the events and circumstances.

14.04 Access to Employee Files

Upon written request of an employee, each employee shall have reasonable access to their Human Resource and Employee Health file. Such review shall take place in the presence of the Company's staff. A copy of any portion or the complete document will be provided to the employee on request. An employee has the right to request the removal of any information that is not relevant to the terms of employment and/ or health record.

ARTICLE 15 – PROBATIONARY PERIOD

15.01 Newly hired employees shall be considered to be on probation for a period of one hundred and twenty (120) days worked from date of last hire (900 hours of work for employees whose regular hours of work are other than the standard work day). If retained after the probationary period, the employee shall be credited with seniority from date of last hire. With the written consent of the Company, the probationary employee and the President of the Local Union or designate, such probationary period may be extended.

15.02 It is understood and agreed that any extension to the probationary period will not exceed an additional sixty (60) days (450 hours of work for employees whose regular hours of work are other than the standard work day) worked or such lesser period as may be agreed by the parties.

- 15.03 The Company shall have the right to release a probationary employee for reasons based on performance and the ability to do the job, including skills, suitability and availability. The release of a probationary employee shall be at the discretion of the Company and shall not be subject to the grievance procedure unless the probationary employee is released for reasons which are arbitrary, discriminatory or in bad faith.
- 15.04 The Company agrees to provide written reasons for the termination of a probationary employee within seven (7) days of such termination.
- 15.05 (a) An employee who transfers from casual or part-time to full-time status shall not be required to serve a probationary period where such employee has previously completed one since their date of last hire. Where no such probationary period has been served, the number of hours worked during the nine months immediately preceding the transfer shall be credited towards the probationary period.
- (b) An employee who transfers from casual or full-time to part-time status shall not be required to serve a probationary period where such employee has previously completed one since their date of last hire. Where no such probationary period has been served, the number of hours worked during the nine (9) months immediately preceding the transfer shall be credited towards the probationary period.

ARTICLE 16 – HEALTH AND SAFETY

- 16.01 It is a mutual interest of the parties to promote health and safety in workplaces and to prevent and reduce the occurrence of workplace injuries and occupational diseases. The parties agree that health and safety is of the utmost importance and agree to promote health and safety and wellness throughout the organization. The Company shall provide orientation and training in health and safety to new and current employees, and employees shall attend required health and safety training sessions.

16.02 Influenza Vaccine

The parties agree that influenza vaccinations may be beneficial for patients and employees. Upon a recommendation pertaining to a facility or a specifically designated area(s) thereof from the Medical Officer of Health or in compliance with applicable provincial legislation, the following rules will apply:

- (a) Employees shall, subject to the following, be required to be vaccinated for influenza.
- (b) If the full cost of such medication is not covered by some other source, the Company will pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during an employee's working hours. In addition, employees will be provided with information,

including risks and side effects, regarding the vaccine.

- (c) The Company recognizes that employees have the right to refuse any required vaccination.
- (d) If an employee refuses to take the vaccine required under this provision, such employee may be placed on an unpaid leave of absence during any influenza outbreak in the Company until such time as the employee is cleared to return to work. If an employee is placed on unpaid leave, they can use banked lieu time or vacation credits in order to keep their pay whole.
- (e) If an employee refuses to take the vaccine because it is medically contra-indicated, and where a medical certificate is provided to this effect, they will be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee will be paid. It is agreed that any such reassignment will not adversely impact the scheduled hours of other employees.
- (f) If an employee gets sick as a result of the vaccination, and applies for WSIB, the Company will not oppose the claim.
- (g) Notwithstanding the above, the Company may offer the vaccine on a voluntary basis to an employee free of charge.
- (h) This clause shall be interpreted in a manner consistent with the Ontario Human Rights Code.

16.03

Infectious Diseases other than what is contemplated in Article 16.02:

- (a) Where the Company identifies an exposure/ outbreak and where employees are in contact with infectious and communicable diseases, testing and protective medications and treatment shall be provided at no cost to the employee, if available. The Company will cover costs not covered under the Company benefit plans or Provincial Plans.
- (b) Where an employee is directed to remain at home due to quarantine conditions as defined by the Provincial Medical Officer of Health and/or the Regional Public Health Authority, there shall be no deduction of sick credits and no interruption of pay, benefits, credits.

16.04

Violence in the Workplace

In consultation with the Union, based on the recommendations of the site specific JOHSC, the Company will:

- (a) conduct risk assessments, as necessary;

- (b) establish work practices and procedures to eliminate or minimize violence;
- (c) establish procedures for reporting, investigating and recording of incidents of violence; and
- (d) provide information and training to employees on the recognition of potentially violent situations and diffusion of violent situations.

16.05 The Company shall endeavour to take all reasonable measures to protect employees from violence at work.

16.06 Bullying and Psychological Harassment

The Company and the Union agree that bullying and psychological harassment constitutes inappropriate behaviour in the workplace. The Company and the Union agree to co-operate to the fullest extent possible to ensure the workplace is free from bullying and psychological harassment.

16.07 Safety Equipment

The Company shall provide, where required, appropriate safety equipment, protective clothing, and training in the use of such equipment or clothing. Employees shall use all safety equipment and protective clothing provided and shall participate in any related training programs.

Where safety footwear is required, the Safety footwear allowance shall be seventy-five (\$75) dollars for shoes or one hundred (\$100) dollars for boots paid once a year in November.

ARTICLE 17 – HOLIDAYS – FULL-TIME EMPLOYEES

17.01 General Holidays

The days to be designated as holidays each year during the term of this Agreement shall be the following:

New Year's Day,	Family Day,
Good Friday,	Easter Monday,
Victoria Day,	July 1st,
Civic Holiday,	Labour Day,
Thanksgiving Day,	Remembrance Day,
Christmas Day,	Boxing Day.

For the purposes of clarity, holiday pay will be computed on the basis of the employee's regular straight time hourly rate of pay times the employee's normal daily hours of work.

Employees shall qualify for holiday pay provided they have worked their last scheduled work day or shift immediately prior to the holiday and their first scheduled work day or shift immediately after the holiday unless they have been excused from doing so by the Company, or in cases of absence due to illness or accident, confirmed by a medical certificate if requested.

17.02 **Compensation**

A holiday shall be compensated as set out below:

- (a) If a holiday falls on an employee's regularly scheduled day off, then they shall receive a day in lieu. Such lieu day must be taken at a mutually agreeable time prior to March 31st of the following year. If not used by this date, it shall be paid out at the rate it was accumulated.
- (b) An employee scheduled to work on any of the foregoing holidays shall be paid at the rate of time and one-half (1½) the employee's regular straight time hourly rate of pay for all hours worked on such holiday. In addition the employee will receive a lieu day off with pay. Such lieu day must be taken at a mutually agreeable time prior to March 31st of the following year. If not used by this date, it shall be paid out at the rate it was accumulated.
- (c) Where an employee is required to work overtime on such a shift they shall be paid at the rate of two (2) times their regular straight time hourly rate for the overtime hours.

17.03 An employee who qualifies to receive pay for any holiday or a lieu day will not be entitled, in the event of illness, to receive sick pay in addition to holiday pay or a lieu day in respect of the same day.

17.04 **Designation of a Weekend Statutory Holiday**

Should a holiday fall on a Saturday or Sunday, the Monday following this holiday or, in some cases the previous Friday as determined by the Company will be recognized as the holiday. In regard to the foregoing, this determination shall be done not later than January 6 of each year. Only those employees who work on the actual holiday (as opposed to the designated day) will receive the applicable premium payment and/or lieu days.

17.05 **Identified Religious Holidays**

Employees who celebrate identified religious holidays other than those listed above, are entitled to choose from the following:

(a) An unpaid personal leave; or

(b) Use accrued vacation time or lieu time

Such time shall be subject to the normal approval processes.

17.06 Part time Employees

A part-time employee shall be paid at the rate of time and one-half (1 ½) the employee's regular straight time hourly rate of pay for all hours worked on such holiday. Where the part-time employee is required to work overtime on such a shift, they shall be paid at the rate of two (2) times their regular straight time hourly rate for the overtime hours.

ARTICLE 18 – BEREAVEMENT LEAVE

18.01 Any employee who notifies the Company as soon as possible following a bereavement will be granted bereavement leave for four (4) consecutive scheduled working days off without loss of regular pay from regularly scheduled hours within the nine (9) calendar day period commencing four (4) calendar days prior to the day of the funeral for a spouse, common-law spouse or partner including a same sex spouse/partner; parents (including step-parents), and children and step-children.

18.02 Any employee who notifies the Company as soon as possible following a bereavement will be granted bereavement leave for three (3) consecutive scheduled working days off without loss of regular pay from regularly scheduled hours within the seven (7) calendar day period commencing three (3) calendar days prior to the day of the funeral of a member of their other immediate family.

Immediate family, for the purposes of this Section, shall mean siblings (including brother or sister in-law); spouse/partner's parents; grandparents (including step-grandparents); great grandparents, grandchildren (including step-grandchildren); children's spouse; ward; guardian.

18.03 An employee shall be granted one (1) day bereavement leave without loss of regular earnings to attend the funeral, of, or a memorial service (or equivalent) for their aunt, uncle, niece or nephew.

18.04 If a burial or memorial service is not held within the seven (7) or nine (9) calendar day period referenced above, an employee can utilize one (1) day of their entitlement, as determined above, within six (6) months following the date of bereavement for the purposes of attending such burial or memorial service.

- 18.05 A part-time employee shall receive credit for their seniority and service for such leave. For clarity, such credit shall only apply to bereavement leave with pay.
- 18.06 The Company, in its discretion, may extend such leave with or without pay. Furthermore, where an employee does not qualify under the above-noted conditions, the Employer may, nonetheless, grant a paid bereavement leave.
- 18.07 If during a period of vacation an employee is bereaved in circumstances under which the employee would have been eligible for leave under this article the employee shall be granted leave and their vacation credits shall be restored.
- 18.08 In addition to the foregoing, an employee shall be allowed up to two (2) days' leave of absence without pay to attend the funeral of a relative listed in Articles 18.01 and 18.02 above if the location of the funeral is greater than eight hundred kilometers (800 km) from the employee's residence.

ARTICLE 19 – EMERGENCY LEAVE

19.01 Emergency Leave

Employees shall be entitled to up to ten (10) days per year Emergency Leave pursuant to the provisions of the Employment Standards Act 2000.

19.02 Family Medical Leave (Compassionate Care Leave)

Family Medical Leave (Compassionate Care Leave) shall be granted without pay for a period of up to eight (8) weeks in accordance with the Employment Standards Act 2000.

ARTICLE 20 – JURY AND WITNESS DUTY

20.01 Jury and Witness Duties

An employee required to serve on jury duty or as a witness in a case in which the employee has been given a subpoena to attend a court proceeding in which the Crown is a party, shall not lose regular pay because of necessary absence from work due to such attendance, shall not be required to work on the day of such duty and shall not be required to work the night shift immediately prior to such attendance. The Company shall not unreasonably deny any necessary schedule changes to accommodate such duty. The employee shall not be required to work extra hours as a result of such duty or accommodations made to allow attendance at such duty. Employee attendance for jury or witness duty shall be treated as a work day for the employee, provided that the employee:

- (a) Informs the Company immediately upon being notified that the employee will be required for such attendance.
- (b) Presents proof of service requiring the employee's attendance, and promptly repays the Company the amount (other than expenses) paid to the employee for such service as a juror or for attendance as such witness where any monetary compensation is provided for attendance.

20.02 **Court of Law or Coroner's Inquest**

(Applicable to full-time employees)

In addition to the foregoing, where an employee is required by subpoena to attend a Court of Law or Coroner's Inquest in connection with a case arising from the employee's duties at the Hospital, on their regularly scheduled day off or during their regularly scheduled vacation, the Company will attempt to reschedule the employee's regular day off or vacation period, it being understood that any rescheduling shall not result in the payment of any premium pay. If the Company fails to reschedule such employees, the Company shall arrange lieu time off work for all days the employees would otherwise be off work had it not been for the attendance at Court or the Coroner's Inquest.

(Applicable to part-time employees)

In addition to the foregoing, where a part-time employee is required by subpoena to attend a Court of Law or Coroner's Inquest, in connection with a case arising from the employee's duties at the Company, on their regularly scheduled day off, they shall receive regular pay as if they had been scheduled to work the day.

ARTICLE 21 – MATERNITY LEAVE

- 21.01 Maternity Leave shall be granted in accordance with the provisions of the *Employment Standards Act 2000*.
Vacation credits, seniority and service shall continue to accrue during the pregnancy leave.

ARTICLE 22 – PARENTAL LEAVE

- 22.01 Parental Leave shall be granted in accordance with the provisions of the *Employment Standards Act 2000*.
Vacation credits, seniority and service continue to accrue during the parental leave.

ARTICLE 23 – SICK LEAVE/SHORT TERM DISABILITY (Full time Employee's only)

Article 23.01 to 23.09 apply to FT only; Article 23.10 applies to FT and PT

23.01 Subject to Article 23.02, an employee who is unable to attend to their duties due to sickness or injury is entitled to a leave of absence with pay as follows:

- (a) with one hundred percent (100%) of regular salary for the first six (6) working days of absence,
- (b) with seventy-five percent (75%) of regular salary for an additional one hundred and twenty-four (124) working days of absence, (for employees whose regular hours of work are other than the standard work day, the short-term sick leave plan will provide payment for the number of hours of absence according to the scheduled shift to a total of 930 hours.) in each calendar year, which do not accumulate or carry over to subsequent calendar years.

23.02 An employee is not entitled to a leave of absence with pay under Article 23.01 until they have completed a period of twenty (20) consecutive working days of employment.

23.03 Where an employee is on a sick leave of absence which commences in one (1) calendar year and continues into the following calendar year, they are not entitled to leave of absence with pay under Article 23.01 for more than one hundred and thirty (130) working days in the two (2) calendar years combined, unless the employee has returned to work for a period of twenty (20) consecutive working days prior to being entitled to further leave in accordance with Article 23.01.

23.04 An employee who has been on a leave of absence with pay for one hundred and thirty (130) working days in a calendar year under Article 23.01 must complete a period of twenty (20) consecutive working days before they are entitled to further leave under Article 23.01 in the next calendar year.

23.05 The pay of an employee under this Article is subject to deductions for insurance coverage as set out in Article 27.01 and pension contributions that would be made from regular pay if the employee was actively at work. The Employer-paid portion of all payments and premiums will continue to be made.

23.06 Use Of Accumulated Credits

An employee on a leave of absence under Article 23.01(b) may, at their option, have one-quarter ($\frac{1}{4}$) of a day deducted from their accumulated credits (vacation or overtime credits) for each such day of absence and receive one hundred percent (100%) regular pay during the leave of absence.-

- 23.07 Employees returning from Long Term Income Protection Plan leave to resume employment with the Company must complete a period of twenty (20) consecutive working days of employment to qualify for benefits under the Short Term Sick Leave Plan.
- 23.08 For the purposes of this article, a period of twenty (20) consecutive working days of employment shall not include vacation leave of absence or any leaves of absence without pay. Where an employee is unable to attend to their duties due to sickness or injury, the days worked before and after such absence shall not be considered consecutive.
- 23.09 For employees whose regular hours of work are other than the standard work day, the Short-term Sick Leave Plan will provide payment for the number of hours of absence according to the established schedule to a total of 975 hours. All other provisions of the Plan shall apply with the necessary changes.
- 23.10 After five (5) days' absence caused by sickness, no leave of absence shall be allowed unless a certificate from a legally qualified medical practitioner is forwarded to the Company's designated practitioner (an "example" of which is attached to the collective agreement). Notwithstanding this provision, where it is suspected that there may be an abuse of sick leave, the employee's manager may require an employee to submit a medical certificate for a period of absence of less than five (5) days. Any such certificate requested by the Company, shall be paid by the Company. It is agreed and understood that completion of the form is not a guarantee of sick benefits.

ARTICLE 24 – WORKPLACE SAFETY AND INSURANCE

- 24.01 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 Worker's Compensation for a period longer than one complete pay period may apply to the Company for payment equivalent to the lesser of the benefit the employee would receive from Workers' Compensation if the employee's claim was approved, or the benefit to which the employee would be entitled under the short term sick plan (Article 23). An employee shall be allowed to top up to 100% of salary by using available vacation or lieu credits upon request.
- 24.02 Payment by the Company will be provided only if the employee's absence is approved pursuant to Article 23 and the employee provides a written undertaking satisfactory to the Company that any payments will be refunded to the Company following final determination of the claim by The Workers' Compensation Board.
- 24.03 If the claim for Workers' Compensation is not approved, the monies paid to the employee as per article 24.01 will be applied towards the benefits to which the employee would be entitled under the short term sick plan.

ARTICLE 25 - VACATION

Note: Articles 25.01 to 25.06 apply to full-time only; Article 25.07 applies to Part time only.

25.01 Employees shall be entitled to vacation as follows:

All employees who have completed less than one (1) year of continuous service shall be entitled to a vacation on the basis of 1.25 days per month for each completed month of service with pay in the amount of six per cent (6%) of gross earnings.

All employees shall receive three (3) weeks vacation after one (1) year of continuous service, and four (4) weeks vacation after six (6) years of continuous service.

All employees shall receive five (5) weeks vacation after fifteen (15) years of continuous service.

All employees shall receive six (6) weeks vacation after twenty-four (24) thirty (30) years of continuous service.

Vacation entitlement is added to the employee's bank with each pay (normally 1/26th of the yearly total), based on the vacation entitlement. Employees may request paid vacation up to their total vacation entitlement of the current year.

Employees hired after January 1, 2015 will be covered under the Standard Honeywell vacation policy including the same terms and conditions as provided to Non-Bargaining Unit Employees.

25.02 Employees may accumulate vacation to a maximum of twice their annual allowance but must reduce the accumulation to a maximum of one (1) year allowance by December 31 of each calendar year, or the excess allowance will be paid as of December 31.

25.03 If, for any reason, employment is terminated and vacation taken exceeds accrued vacation, the overpayment is to be repaid by the employee to the Company. Unused vacation credits will be paid out to the employee.

25.04 Vacation Schedules

- a) The Company will endeavour to accommodate the employee in scheduling vacations in accordance with specific periods requested. However, where the granting of all such requests would prejudice the efficient operation of the department, seniority will prevail in determining the time a specific employee's vacation is scheduled.

- b) Vacations may be taken at any time of the year between January 1 and December 31 inclusive. The vacation application schedule shall be posted by February 1 and completed by March 1 of each year. The final vacation schedule shall be posted by April 1 each year and once posted; changes may only be effected with the Company agreement.
- c) Vacation requests submitted after the vacation application period will be granted on a first come first serve basis once the vacation schedule has been posted and subject to the efficient operation of the department.
- d) In the interests of equity, an employee may not utilize more than two (2) consecutive weeks of accumulated vacation credits during prime vacation time if it limits access to another employee during this time. This will not preclude the Company from scheduling more than two (2) weeks where possible. Prime time shall be defined as; March Break, June 15 – September 15, and the Christmas week.

25.05

Interrupted Vacation

Where an employee's scheduled vacation is interrupted due to serious illness or injury, which commenced prior to and continues into the scheduled vacation period, the period of such illness or injury shall be considered sick leave.

Where an employee's scheduled vacation is interrupted due to serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave.

The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits.

25.06

Vacation Credits

As soon as practicable after January 1st, the Company shall provide to employees the number of vacation credits to which the employee is entitled.-

25.07

All part-time employees shall be entitled to vacation pay based upon the applicable percentage provided in accordance with the vacation entitlement of full-time employees based on their gross salary for work performed in the applicable pay period.

Equivalent years of service shall be used to determine vacation pay entitlement. Equivalent years of service shall be calculated on the basis of one (1) year of service for each 1950 hours worked.

Notwithstanding this provision, the calculation of service for purposes of vacation entitlement will include service accrued during a pregnancy leave or parental leave on the basis of seniority accrual during such leaves in accordance with Article 29.02 (a) (ii) of the agreement.

ARTICLE 26 – EMPLOYEE BENEFITS

NOTE: The provisions of Articles 26.01 with respect to Health and Welfare Benefits apply to full-time employees only.

Coverage will be available to an employee and their same sex, common-law partner/spouse and their dependents in accordance with terms and conditions of plans.

26.01 Effective June 1, 2015, the Company agrees to contribute ninety-five percent (95%) towards the premium cost of participating eligible employees in the active employ of the Company under the insurance plans for Extended Healthcare (including Vision and Hearing Aids) and Dental subject to the respective terms and conditions of each applicable plan including any enrolment requirements. Effective January 1, 2016, the Company contribution will decrease to ninety percent (90%). Effective as of January 1, 2017, the Company contribution will be reduced to eighty-five (85%). Participating employees will pay the remaining balance of the monthly premiums through payroll deduction. For newly hired employees, coverage as set out in Article 27.01 shall be effective no later than the first day of the fourth (4th) full calendar month following the month in which the newly-hired employee was first employed by the Company. Participation in the Company benefits plan (including Long Term Income Protection (“LTIP”)) is mandatory. Employees may waive health and/or dental coverage for themselves and their dependents only if they provide proof of spouse/partner coverage.

(a) Group Life Insurance

The Company shall contribute one hundred percent (100%) toward the monthly premium of the group life insurance plan in effect for eligible full-time employees in the active employ of the Company in accordance with the eligibility conditions set out in the existing Group Life Insurance Plan.

(b) Long-term income plan

The Company will pay one hundred percent (100%) of the billed premium towards coverage of eligible employees under the long term disability plan (LTIP).

