

# MEMORANDUM OF SETTLEMENT

BETWEEN:

**Honeywell Building Solutions (HBS) – Honeywell  
Limited**  
("the Company")

AND:

**Unifor on behalf of its Local 636**  
("the Union")

1. The Parties agree that the Collective Agreement attached hereto as Exhibit "A" contains the collective agreement and letters of understanding agreed to by the negotiating committees of each of the Company and the Union.
2. The Parties each agree to unreservedly recommend ratification of the Collective Agreement and letters of understanding to their respective members or principals.
3. The Parties agree to arrange forthwith for any ratification vote that may be required and to execute the agreement immediately upon ratification.

Dated this 29<sup>th</sup> day of September 2022.

For the Company:

*Helen Matzakis Laura Cardulli*

*[Signature]*

For the Union:

*Scott Smith* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Exhibit "A"**  
**HONEYWELL BUILDING SOLUTIONS (HBS) – WOODSTOCK  
HOSPITAL**

**&**

**UNIFOR, LOCAL 636**

**COLLECTIVE AGREEMENT**

BETWEEN:

**HONEYWELL BUILDING SOLUTIONS (HBS) - WOODSTOCK HOSPITAL**

(Hereinafter referred to as "the Employer")

OF THE FIRST PART;

- and -

**UNIFOR, LOCAL 636**

(Hereinafter referred to as "the Union")

OF THE SECOND PART;

**HBS WOODSTOCK HOSPITAL FACILITIES MAINTENANCE PERSONNEL**

~~2019~~-2022

**START DATE:**

**April 1, ~~2019~~ 2022**

**EXPIRY DATE:**

**March 31, ~~2022~~ 2025**

**INDEX**

Article One - Purpose.....4

Article Two - Recognition .....4

Article Three - No Discrimination .....4-5

Article Four - Workplace Harassment .....5-6

Article Five - Union Dues and Security .....6-7

Article Six - No Strikes or Lockouts.....7

Article Seven - Management Rights .....8

Article Eight - Union Representation .....8-9

Article Nine - Grievance Procedure.....10-12

Article Ten - Arbitration Process.....13

Article Eleven - Seniority.....13-14

Article Twelve - Labour Management Committee.....15

Article Thirteen - Notice of Layoff.....15

Article Fourteen - Layoff and Recall.....15-16

Article Fifteen - Loss of Seniority and Job Transfers.....17-18

Article Sixteen - Lunch Breaks/Meals.....18

Article Seventeen - Rest Periods.....18

Article Eighteen - Uniforms .....18

Article Nineteen - Hours of Work and Premium Payments.....19-21

Article Twenty - Schedules .....21

Article Twenty-One - Holidays .....22-24

Article Twenty-Two - Sick Leave.....24-25

Article Twenty-Three - Vacations .....25-28

Article Twenty-Four - Job Posting .....28

Article Twenty-Five – Bereavement Leave .....	28
Article Twenty-Six – Education Leave.....	29
Article Twenty-Seven – Jury and Witness Duty.....	29
Article Twenty-Eight– Pregnancy Leave/Parental Leave .....	30-32
Article Twenty-Nine – Personal Leave .....	32
Article Thirty – Union Leave of Absence .....	32
Article Thirty-One – Bulletin Board .....	32
Article Thirty-Two – Access to Personnel Files .....	33
Article Thirty-Three – Health, Dental & Life Insurance Benefits.....	34-35
Article Thirty-Four – New Classification .....	35
Article Thirty-Five – Job Security .....	36
Article Thirty-Six – Technological Change .....	36
Article Thirty-Seven – Severance and Retirement Options .....	37-39
Article Thirty-Eight – Accident Prevention – Health and Safety Committee .....	39
Article Thirty-Nine – Wages and Method of Payment.....	40
Article Forty – Term.....	40
Schedule “A” .....	42
Letters of Understanding .....	42-44

## **ARTICLE ONE - PURPOSE OF AGREEMENT**

1.01 The purpose of this agreement is to establish and maintain collective bargaining relations between the Employer and its employees within the bargaining unit.

## **ARTICLE TWO - RECOGNITION**

2.01 The Employer recognizes the Union as the sole bargaining agent for all Facilities Management personnel employed by Honeywell at the Woodstock General Hospital Trust in the City of Woodstock, Ontario., save and except supervisors/managers, persons above the rank of supervisors/managers, office staff, technical staff (such as automation technicians and external Honeywell trades personnel) and engineering staff (such as professional engineers, engineering technicians).

2.02 The Employer undertakes that it will not enter into any other agreement with the employees, either individually or collectively, which will conflict with any of the provisions of this Agreement.

2.03 It is agreed that the word "employees" wherever used in this Agreement shall be deemed to refer only to an employee or employees in the bargaining unit as hereinbefore defined and where the masculine pronoun is used in this Agreement it shall be deemed to include the feminine pronoun, and visa-versa, where the context so requires.

2.04 Employees excluded from the bargaining unit shall not perform work normally performed by employees in the bargaining unit except for the purposes of instruction, experimentation or urgent matters where regular employees are not available.

## **ARTICLE THREE - NO DISCRIMINATION**

3.01 The Employer and the Union agree that there shall be no discrimination, interference, restriction, intimidation, coercion exercised or practiced by either of them or their representatives or members against any employees because of membership or non-membership in the Union.

The parties agree that in accordance with the provisions of the Ontario Human Rights Code there shall be no discrimination against employee, by the Union or the Employer by reason of age, ancestry, colour, race, citizenship, ethnic origin, place of origin, creed, disability, family status, marital status, gender identity, gender expression, record of offences, sex and sexual orientation.

3.02 Where the term “spouse” or “partner” is used in this Agreement, it shall also mean same-sex spouse or partner, including but not limited to pension and benefits.

#### **ARTICLE FOUR - WORKPLACE HARASSMENT**

4.01 The employer and Unifor are committed to ensuring a work environment that is free from harassment. Harassment is defined as a “course of vexatious comment or conduct that is known or ought reasonably be known to be unwelcome”, that denies individual dignity and respect on the basis of the grounds such as gender, disability, race, colour, sexual orientation or other prohibited grounds, as stated in the Ontario Human Rights Code. All employees are expected to treat others with courtesy and consideration and to discourage harassment as per the Human Rights Code.

Properly discharged supervisory responsibilities, including the delegation of work assignments, and/or the assessment of discipline or any conduct that does not undermine the dignity of the individual is in no way to be construed as harassment.

If an employee believes she has been harassed and/or discriminated against on the basis of any prohibited ground of discrimination, there are specific actions that may be taken to put a stop to it:

- Request a stop of the unwanted behaviour;
- Inform the individual(s) that is harassing or discriminating against you that the behaviour is unwanted and unwelcome;
- However, it is also understood that should some employees, the subject of discrimination or harassment, be reluctant to confront their harasser directly, they may request the assistance of a Union Representative or a representative of management. If the unwelcome behaviour was to continue, the employee will consult the Employer Policy on harassment and will be free to pursue all avenues.

#### ARTICLE FIVE - UNION DUES AND SECURITY

5.01 The Employer shall deduct an amount equivalent to regular monthly Union dues for the term of this Agreement according to the following conditions:

- (a) All employees covered by this Agreement shall, as a condition of employment, have deducted from their pay each month an amount equivalent to the regular monthly Union dues.
- (b) New employees shall have deductions made on the first regular deduction date following completion of thirty (30) calendar days of employment.
- (c) Union dues will be deducted from each pay of all bargaining unit employees and the same shall be remitted by the Employer to the Financial Secretary ~~of the Union~~ Treasurer of Unifor Local 636 by direct deposit by the 18<sup>th</sup> day of the month following the month in which deductions were made. - **Agreed on 3/1/22**
- (d) The Employer agrees when forwarding Union dues to submit a list indicating the names, classifications and change of addresses of those employees for whom deductions were made, showing the amount



deducted, as well as the names, addresses, classifications and dates of hire of those employees hired in the preceding month.

5.02 Regular monthly Union dues referred to in this article, shall mean the regular monthly Union dues uniformly assessed all the members of the Union in accordance with its constitution and by-laws as certified to the Employer in writing by the Union.

5.03 The Union shall indemnify and save the Employer harmless with respect to all Union dues deducted and remitted.

5.04 T-4 slips issued annually to employees shall show deductions made for Union dues.

5.05 A new employee will have the opportunity to meet with a representative of the Union in the employ of the Employer for a period of up to thirty (30) minutes for a single member. Should there be more than one (1) member; twenty (20) minutes per member, to a maximum of one (1) hour shall be granted during the employee's orientation period without loss of regular earnings. Said orientation shall be completed within the employee's probationary period. The purpose of the meeting will be to acquaint the employee with such representative of the Union and the Collective Agreement. Such meetings may be arranged collectively or individually for employees by the Employer as part of the orientation program.

~~5.06 The Employer will deduct Canadian Skilled Trades Council dues as adopted by the Canadian Skilled Trades Council, currently, one half hour of the regular hourly rate per year, from all Unifor Skilled Trades Employee's. The first deduction will be made in January of each year. These deductions along with the names of the employees will be remitted to the Financial Secretary of the Local Union. Agreed on 3/1/22~~

## **ARTICLE SIX - NO STRIKES OR LOCKOUTS**

6.01 There shall be no strikes or lockouts so long as this Agreement continues to operate. The word "strike" and "lockout" shall have the meaning as set forth in the *Labour Relations Act*, as amended.

## **ARTICLE SEVEN - MANAGEMENT RIGHTS**

7.01 The Union acknowledges that it is the exclusive function of the Employer to:

- (a) Maintain order, discipline and efficiency;
- (b) Hire, assign, direct, promote, demote, classify, transfer, lay-off, recall, discharge or otherwise discipline employees, provided that a claim of discharge or discipline without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) Determine in the interest of efficient operation and highest standards, quality of service, job rating and classification, the hours of work, work assignments, methods of doing the work and the working establishments for the service and location of work;
- (d) Generally to manage the operation that the Employer is engaged in and without restricting the generality of the foregoing, to determine the number of personnel required, methods, procedures and equipment in connection therewith;
- (e) Make, enforce, and alter from time to time reasonable rules and regulations to be observed by the employees.

7.02 The Employer agrees that such rights shall be exercised in a manner consistent with the provisions of this Agreement.

## **ARTICLE EIGHT - UNION REPRESENTATION**

8.01 The Employer acknowledges the right of the Union to appoint or otherwise select a Union Chairperson. The Employer will recognize the Chairperson for the purpose of attending grievance meetings with Management and for negotiating renewal amendments. The Employer will also recognize an Alternate in the absence of the Chairperson and he/she will be allowed to participate in the monetary discussions while negotiating renewal agreements.

~~The Chairperson or Alternate shall receive regular pay of up to 24 hours for all regularly scheduled working hours lost due to attendance at contract negotiation meetings between the parties, up to and including conciliation, whether on or off the Hospital premises, for which permission has been granted. Such permission shall not be unreasonably withheld.~~ **Withdraw**

8.02 Employees shall not be eligible to serve as Chairperson or Alternate unless they have completed the probationary period.

8.03 The Union shall keep the Employer notified in writing of the names of its authorized Chairperson and Alternate and the respective effective dates of their appointment. Changes to such information will be provided to the Employer as they occur.

8.04 It is agreed that a Union representative of the local or National Union may be present with the Chairperson upon request at any of the activities listed in Article 8.01.

8.05 A local Union Representative may be present at any meeting at the request of either party.

8.06 The Employer agrees to retain the Union Representative at work, during his term of office, with regards to layoff provided he has the ability, skill and qualifications to perform the available work pursuant to the requirements of the Collective Agreement.

8.07 A Union Representative shall receive their regular pay for regularly scheduled working hours lost due to attendance at grievance meetings, which for the purposes of clarity, shall not include arbitration, for which permission has been granted.

8.08 It is agreed, that at any meeting between the Employer and an employee which relates to employment relations and/or discipline, that the employee has the right to request the presence of his/her Union Representative.

8.09 The Union acknowledges that the Union Representative must continue to perform his/her regular duties and the Employer agrees to allow the Union Representative reasonable time to handle grievances during working hours subject to operating conditions and the approval of his/her supervisor.

#### **ARTICLE NINE - GRIEVANCE PROCEDURE**

9.01 For the purpose of this Agreement a grievance is defined as a difference between the parties relating to the interpretation, application, administration or alleged violation of this Agreement.

9.02 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 given the Employer the opportunity of adjusting the complaint. If an employee has a complaint, such a complaint shall be discussed with their immediate supervisor within five (5) calendar days after the circumstance giving rise to the complaint has originated or occurred. If the immediate supervisor is unable to adjust a complaint to the mutual satisfaction within five (5) calendar days, the employee may proceed with the grievance procedure within five (5) calendar days following the decision of the immediate supervisor. Any employee is entitled upon request to have a Union Representative present with them when meeting with the Supervisor to attempt to adjust their complaint.

9.03 A grievance of an employee properly arising under this Agreement shall be adjusted and settled as follows:

##### Step 1

The employee with the assistance of the Union Representative if desired must submit a written grievance signed and dated by the employee to their supervisor or designate. The

nature of the grievance, the remedy sought and a section or sections of this Agreement that are alleged to have been violated shall be set out in the grievance. The supervisor or designate will deliver their decision in writing within five (5) calendar days after the receipt of the grievance. Failing settlement the next step of the grievance procedure may be taken.

## Step 2

Within five (5) calendar days following the decision under Step 1, the grievance must be submitted to Human Resources to be discussed at a meeting between representatives from the Employer, the Union Representative, Local Union President and the grievor(s) within thirty (30) calendar days of the receipt of the grievance. This period may be extended by mutual agreement of both parties. Either party may have assistance from outside the Employer at this stage if desired. The Employer shall give a written response within five (5) calendar days of the day of such meeting. Failing settlement, either party may submit the matter to arbitration within ten (10) calendar days after the reply in Step 2 is given. If no request for arbitration is received within such ten (10) calendar day period, the grievance shall be deemed to have been abandoned.

### 9.04 Group Grievance

Where two or more employees have grievances of a similar nature and each employee would be entitled to grieve separately, all such employees shall sign the grievance form and submit the grievance under Step 1 within ten (10) calendar days of the event giving rise to the grievances. The grievances shall be processed as one grievance subject to all applicable provisions under the grievance procedure.

### 9.05 Policy Grievance

A grievance directly between the Employer and the Union concerning the interpretation, application or alleged violation of this Agreement must be originated under Step 2 within ten (10) calendar days of the event giving rise to the grievance. Failing settlement under Step 2, the grievance may be submitted to arbitration in accordance with the provisions of

this Agreement. However, it is expressly understood that the provisions of this paragraph may not be used by the Union to institute a complaint or grievance directly affecting an employee which such employee could themselves institute and the regular grievance procedure shall not be thereby bypassed, except only where it is established by the Union that the interest of the bargaining unit as a whole is involved and may be affected by the resolution of the issue resulting from the complaint.

#### 9.06 Discharge Grievance

A grievance involving the discharge of an employee must be reduced to writing and originated under Step 2 within ten (10) calendar days of the employee being notified of his discharge. Notwithstanding anything in this Agreement, a probationary employee may be discharged at the sole discretion of and for any reason satisfactory to the Employer and the discharge of a probationary employee shall not be subject to the grievance or arbitration procedures. It is agreed that the Union will be notified of the dismissal of a seniority-rated employee.

#### 9.07 Employer Grievance

It is understood that the Employer may present a grievance to the Union Representative within five (5) calendar days after the grievance originated or occurred. The grievance may cover the conduct of any employee, the Union, its officers or its members, and if it is not settled under the same general procedure as outlined in Article 9 it may also be referred to Arbitration.

9.08 All agreements reached under the grievance procedure between the representatives of the Employer and the representatives of the Union will be binding upon the Employer and the Union and the employee(s) involved.

9.09 The time limits set out in both 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 the *Ontario Labour Relations Act*.

## **ARTICLE TEN - ARBITRATION PROCESS**

10.01 If the Employer or the Union requests that a grievance be submitted to arbitration, as herein provided, it shall make such request in writing addressed to the other party to this Agreement.

The Parties agree that a sole arbitrator shall resolve all grievances that have been processed to arbitration. In the event the parties are unable to agree upon an arbitrator, the Minister, upon the request of either party, may appoint the arbitrator or make the appointments that are necessary to constitute the board of arbitration, as the case may be, and any person so appointed by the Minister shall be deemed to have been appointed in accordance with the collective agreement.

10.02 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

10.03 No matter may be submitted to arbitration that has not been carried through all requisite steps of the grievance procedure.

10.04 The Arbitrator shall not have any power to amend, alter, modify or add to any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.

10.05 Each of the parties hereto will equally bear the expense of the Arbitrator nominee appointed by it.

**ARTICLE ELEVEN - SENIORITY -**

11.01 An employee shall be considered on probation until after he has completed one-hundred and fifty-six (156) days of work (or) 1248 hours of work in the full time bargaining unit within any twelve (12) calendar months. Upon completion of such probationary period, the employee's name will be placed on the appropriate seniority list with seniority dating from the date the employee was last hired by the Employer. Notwithstanding anything in this Agreement, a probationary employee may be discharged at the sole discretion of and for any reason satisfactory to the Employer and discharge of a probationary employee shall not be subject to the grievance or arbitration procedures.

11.02 The Employer may request an extension of the probationary period for the purpose of training and orientation. It is understood and agreed that any extension to the probationary period will not exceed an additional thirty (30) days of work or 240 hours. The Employer will advise the employee and the Union of the basis for such an extension. Any other extension for reasons not covered above may be granted with the agreement between the Employer and the Union.

11.03 In cases of promotion, demotion, transfer, layoff and recall, seniority shall prevail, provided the senior employee possesses the skills, qualifications and ability to perform the work available.

11.04 Employer seniority lists of employees shall be prepared according to the records of the Employer as of January 1st and July 1st each year, and will be posted on the official Union bulletin boards, at each site, on or before February 1st and August 1st respectively. Seniority as posted will be deemed final and binding and not subject to complaint unless such complaint is made within thirty (30) calendar days from the first date of posting.

11.05 The Employer will supply copies of the Seniority List to the Union Representative and the Local Union Office, on or before February 1st and August 1st respectively.



11.06 It is the employee's responsibility to ensure that his home address and telephone number are current at all times. If the employee fails to do this, the Employer will not be responsible for failure to notify.

11.07 Seniority shall continue to accrue for a period of twenty-four (24) months if an employee's absence is due to disability resulting in WSIB benefits, in accordance with the provisions of Article 15.03.

#### **ARTICLE TWELVE - LABOUR MANAGEMENT COMMITTEE -**

12.01 The Employer and Union agree to meet periodically at a mutually convenient time during the lifetime of this Agreement for the purpose of discussing issues involving matters arising out of the administration of this Agreement. The party requesting such a meeting shall supply an agenda of the matters to be discussed **as at** such meeting at least five (5) days prior to the meeting being held.

#### **ARTICLE THIRTEEN - NOTICE OF LAY-OFF**

13.01 In the event of a lay-off of a permanent or long-term nature, the Employer will provide affected employees with two (2) weeks' notice. A copy of any notice of lay-off to an employee will be provided to the Union at the same time.

Short term lay-offs of thirteen (13) weeks or less, notice will be in accordance with the *Employment Standards Act*.

#### **ARTICLE FOURTEEN - LAYOFF AND RECALL**

14.01 In the event of **long term or permanent** layoff, the Employer shall lay off employees in the reverse order of their seniority within their classification, providing that there remain on the job employees who then have the ability and qualifications to perform the work, **Agreed on 1/3/11**

An employee who is subject to layoff shall have the right to either,

(a) Accept the layoff, or

(b) Displace an employee who has lesser bargaining unit seniority and who is the least senior employee in the bargaining unit if the employee originally subject to layoff has the ability and qualifications to perform the duties without training other than orientation. Such employee so displaced shall be laid off subject to the layoff procedure.

14.02 The decision of the employee to choose (a) or (b) above shall be given in writing to the designated Employer representative within ~~five (5)~~ **three (3)** working days (excluding Saturday, Sunday and Holidays) following the notification of layoff. Employees failing to do so will be deemed to have accepted the layoff. **Agreed to counter proposal of 3 days**

14.03 No new employees shall be hired until all those laid off have been given an opportunity to return to work in accordance with the recall from layoff provisions in this agreement, in accordance with the loss of seniority provisions, or have been found unable to perform the work available without training other than orientation.

14.04 It is the sole responsibility of the employee who has been laid off to notify the Employer of his/hers intention to return to work within ~~five (5)~~ **three (3)** working days (exclusive of Saturday, Sunday and paid holidays) after being notified to do so by registered mail, addressed to the last address on record with the Employer (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)~~ **five (5)** 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/her proper address being on record with the Employer. **Agreed to counter proposal 3/1/22**

14.05 In the event of short-term layoff, the Employer shall lay off employees in the reverse order of their seniority within their classification. The employee must report back to work within of 72 hours of being notified. **Agreed to counter 3/1/22**

~~14.05~~ 14.06 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.

~~14.06~~ 14.07 A laid off employee shall retain the rights of recall for a period of ~~twenty-four~~ ~~(24)~~ twelve (12) months from the date of layoff. **Withdraw 3/1/22**

~~14.07~~ 14.08 In the event of a layoff of a full- time employee, the Employer 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.

## ARTICLE FIFTEEN - LOSS OF SENIORITY AND JOB TRANSFERS

15.01 Fundamental rules respecting seniority are designed to give employees an equitable measure of security based on length of continuous service with the Employer.

### 15.02 Loss of Seniority

An employee shall lose all service and seniority and shall be deemed to have terminated if he/she,

- (a) Has been laid off for ~~24 months~~; 12 months; the Employer will notify the effected employee in writing one month prior. **Withdraw**
- (b) Resigns;
- (c) Is discharged and not reinstated through the grievance and arbitration procedure;
- (d) Is retired,
- (e) Is absent from scheduled work for a period of 3 or more consecutive working days without notifying the Employer of such absence and providing to the Employer a satisfactory reason for the absence;

- (f) Has been laid off and fails to return to work within ~~7~~ four (4) calendar days after the employee has been notified by the Employer through registered mail addressed to his/her last address on the records of the Employer unless a satisfactory reason for such failure to so report to work is provided to the Employer; **Withdraw**
- (g) Fails to return to work upon the expiration of a leave of absence granted by the Employer without permission in writing from the Hospital unless a satisfactory reason for such continued absence is provided to the Employer.

### 15.03 Continued Accumulated Seniority

An employee will be credited with seniority during each unpaid leave of absence of not more than one month duration. An employee who is on paid leave of absence or on a leave of absence resulting from an accident for which he/she is in receipt of W.S.I.B. disability benefits, or on a leave of absence for maternity/adoption or for certified sick leave, shall continue to accumulate seniority credits for a maximum period of twenty-four (24) consecutive months.

## **ARTICLE SIXTEEN - LUNCH BREAKS/MEALS**

16.01 If an employee brings lunch, proper facilities will be made available for eating lunch.

16.02 Each employee shall be allowed thirty (30) minutes for meals on his or her own time. Such meal period shall be un-interrupted or if broken because of an emergency, the employee will be allowed to finish his/her meal period when time permits.

## **ARTICLE SEVENTEEN - REST PERIODS**

17.01 Regular full time employees shall be entitled to a paid rest period of fifteen (15) consecutive minutes in both the first half and second half of an eight (8) hour shift.

Employees who work shifts in excess of eight (8) hours shall be entitled to paid rest periods of fifteen (15) minutes each for each four (4) hours or work during their shift.

## ARTICLE EIGHTEEN - UNIFORMS

18.01 The Company will provide uniforms and other types of clothing such as winter parkas if required to be worn by employees in the performance of their duties.

18.02 Employees must report to their respective supervisors in uniforms, where uniforms are required to be worn, and remain in uniform for the full shift.

18.03 The Employer will provide locker facilities for the convenience of employees.

## ARTICLE NINETEEN - HOURS OF WORK AND PREMIUM PAYMENTS

19.01 The normal work schedule shall be forty (40) hours per week.

### 19.02 Overtime

All authorized work performed in excess of ~~forty (40) hours~~ forty-four (44) hours per week shall be paid for at the rate of time and one half computed at the employee's regular rate of pay. ~~For purposes of calculating the 40 hours to determine eligibility for overtime, paid absences due to vacation, holiday, sickness or accident as evidenced by a doctor's certificate and approved leaves of absence will be included.~~ **Withdraw (if Union withdraws demand) Agreed on 1/2/22**

19.03 Employees who work overtime will not be required to take time off in regular hours to make up for the overtime period worked.

19.04 For the purpose of calculating any benefit under this agreement to which an employee is entitled, the regular straight time rate of pay is that prescribed in Schedule "A" - Wage Rates, of this Collective Agreement.

19.05 The method by which each employee in the bargaining unit shall record his/her attendance shall be determined by the Employer.

#### 19.06 Daylight Savings

For shifts affected by the change from daylight saving time to standard time, and vice versa, the employee shall be paid for hours actually worked. In the spring, the night shift shall receive one hour less and in the fall, an extra hour shall be paid at the applicable straight time rate of pay.

#### 19.07 Call Back

An employee called back to work after leaving the premises who reports to work outside his/her normal, scheduled hours of work will receive, no matter what period of time is actually worked, no less than the equivalent of four ~~(4) hours~~ three (3) hours pay at time and one-half his/her regular, straight time hourly rate. For purpose of clarity, this paragraph shall not apply to employees who are scheduled to work overtime by reporting to work before the commencement of their normal shift. **Withdraw September 16, 2022**

(a) Where call-in is two (2) hours or less than to the commencement of a regular shift they shall be paid at the rate of time and one-half (1 ½) their regular hourly rate for up to two (2) hours prior to the commencement of the shift, at which time they shall revert back to the regular shift and regular straight hourly rate. **Agreed on 9/29/22**

Employees who are required to provide professional services over the telephone or other electronic devices while on stand-by (without returning to the Company) shall be entitled to a minimum of fifteen (15) minutes pay at time and one-half (1 ½) regular straight time hourly rate regardless of the duration of the service. Any additional time spent on the service over and above fifteen (15) minutes shall be compensated at the same rate but in minimum fifteen (15) minute increments.

The employee will complete a CMMS work order detailing the work performed. Any subsequent service within the fifteen (15) minute minimum will not constitute a second service consultation.

19.08 Any calls that occur during the minimum guarantee period will be covered by the minimum guarantee.

19.09 An employee who is called into work as a replacement for an absent employee, after that absent employee's shift has started, and who completes six (6) or more hours of work, will be paid for the full shift. **Withdraw request to delete September 16, 2022.**

~~19.10~~ 19.09 Reporting Guarantee

Employees who report for any scheduled shift will be guaranteed at least four hours of work or if no work is available will be paid at least four hours unless work is not available due to conditions beyond the control of the Employer. The reporting allowance as outlined herein shall not apply whenever an employee has received prior notice not to report for work.

~~19.11~~ 19.10 Responsibility Allowance

Where the Employer temporarily assigns an employee to carry out the assigned responsibilities of a supervisory classification outside the bargaining unit or of a classification above the rank of supervisor outside the bargaining unit, the employee shall be paid ten percent (10%) of his/her current pay rate for all hours so worked in such position.

~~19.12~~ 19.11 Premium Payments

Premium payments under any of the terms of this agreement shall not be duplicated or pyramided for the same hours worked.

~~19.13~~ 19.12 Standby

An employee who is required to remain available for duty on standby outside the working hours for that particular employee shall receive standby pay in the amount of ~~\$3.20~~ \$3.50 per hour effective for all hours on standby. Employees required to remain available for duty on standby on weekends and Holidays shall receive standby pay in the

amount of ~~\$4.20~~ \$4.50 per hour for all hours on standby. Standby pay shall, however, cease where an employee is called in to work under Article 19.07 above, and works during the period of standby. **Agreed on 9/29/22**

~~19.14~~ 19.13 Shift Premium

An employee will be paid a shift premium of ~~one dollar and eighty (\$1.80) cents~~ two dollars (\$2.00) per hour for each hour worked, when the majority of such hours fall between 1530 and 2400 the following day. **Agreed on 9/29/22**

~~19.15~~ 19.14 Weekend Premium

An employee shall be paid a weekend premium of ~~one dollar and eighty (\$1.80)~~ two dollars (\$2.00) per hour for each hour worked between 2400 hours Friday to 2400 hours Sunday or such other forty eight (48) hour period that the Employer may establish. Weekend premium shall be in addition to any other applicable premium. **Agreed on 9/29/22**

## ARTICLE TWENTY - SCHEDULES

20.01 The Company will provide employees with a minimum of two (2) weeks' notice before making changes to the current hours of work schedule ~~unless due to unforeseen circumstances such as a Pandemic.~~ **Agreed on language on 3/1/22**

20.02 Mutual Shift Change

A request by an employee for a change in the posted schedule must be submitted in writing and co-signed by the employee willing to make the exchange at least 48 hours prior to the requested change. Such request is subject to approval by the Employer, but will not be unreasonably denied. Such exchange shall not result in premium or overtime payment by the Employer.

## ARTICLE TWENTY-ONE - HOLIDAYS



21.01 An employee who has completed thirty (30) days of employment and otherwise qualifies hereunder shall receive the following paid holidays:

New Year's Day

Family Day

Good Friday

Victoria Day

Canada Day

Civic Holiday

Labour Day

Thanksgiving Day

Christmas Day

Boxing Day

In addition to the Holidays listed above, ~~effective January 1, 2020 2,~~ employees will be allowed three (3) floating holidays which may be scheduled at the employee's discretion with prior management approval. The floater holidays must be used by the end of the calendar year. **Agreed on 3/1/22**

21.02 Should the Employer be required to observe additional paid holidays as a result of legislation, it is understood that one of the existing holidays recognized by the Employer shall be established as the legislated holiday after discussion with the Union, so that the Employer's obligation to provide for ~~twelve (12)~~ **thirteen (13)** paid holidays remains unchanged. **Agreed on 3/1/22**

21.03 Holiday pay is defined as the amount of regular straight time, hourly pay (8 hours) exclusive of shift premium which an employee would have received had he/she worked a normal shift on the holiday in question.

21.04 In order to qualify for pay on a holiday, an employee shall complete a full scheduled shift on each of his/her working days immediately preceding and immediately following the holiday concerned unless the employee was absent due to:

- (a) Verified illness or accident which commenced in the current or previous pay period in which the holiday occurred;
- (b) Layoff for a period not exceeding five (5) calendar days, inclusive of the holiday;
- (c) A leave of absence for a period not exceeding five (5) calendar days, inclusive of the holiday;
- (d) Vacation granted by the Employer;
- (e) The employee's regular scheduled day off;
- (f) An employee on sick leave for more than 30 days is not entitled to statutory holiday pay, if a statutory holiday occurs during the sick time.

21.05 An employee who qualifies hereunder and is required to work on any of the abovenamed holidays will receive pay for all hours worked on such day at the rate of one and one-half (1 1/2) times his/her regular straight time rate of pay in addition to his/her regular straight time rate of pay.

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 Employer 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. **Agreed on 3/1/22**

21.06 An employee who is scheduled to work on a paid holiday and who fails to do so shall lose his/her entitlement to holiday pay unless the employee provides a reason for such absence which is reasonable.

21.07 If a paid holiday falls during an employee's vacation, his/her vacation shall be extended accordingly, provided the employee qualifies for the holiday pay.

21.08 If a paid holiday falls during an employee's regular day off, another day off shall be selected by the employee and the Employer by mutual agreement, providing the employee qualifies for the holiday pay. Failing such mutual agreement, the lieu day will be scheduled by the Employer.

21.09 In general, employees will alternate with each other in being absent from work on holidays.

21.10 For the purpose of clarity, Holidays shall commence at 2400 on the evening preceding the Holiday and end at 2400 on the evening of the Holiday.

## **ARTICLE TWENTY TWO - SICK LEAVE**

22.01 The Employer will pay 75% of the billed premium towards coverage of eligible employees under the long-term disability portion of the plan (HOODIP or an equivalent plan), the employee paying the balance of the billed premium through payroll deduction.

22.02 The current Short Term Disability plan will remain in force for the duration of the current collective agreement. **Withdraw request to delete September 16, 2022.**

Effective ~~September XXX~~; January 1, 2023; the Short Term Disability Plan (STD) will be amended as follows:

**Benefit Amount** - 66 2/3% of weekly earnings.

- If disability is due to an accident, benefits are payable from the first day of accident.
- If hospitalized due to sickness prior to the end of the Qualifying Period, benefits are payable from the first day of hospitalization.

**Maximum Benefit Period** - 26 weeks

**Termination Age - employee's age 70 or retirement whichever is earlier - ~~Withdraw~~  
September 16, 2022**

22.03 Absences due to pregnancy related illness shall be considered as sick leave under the sick leave plan.

22.04 W.S.I.B. Compensation

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 W.S.I.B. Compensation for a period longer than one complete pay period may apply to the Employer for payment equivalent to the lesser of the benefit he/she would receive from W.S.I.B. Compensation if his/her claim was approved, or the benefit to which he/she would be entitled under the short term sick portion of the disability income plan. Payment will be provided only if the employee provides evidence of disability satisfactory to the Employer and a written undertaking satisfactory to the Company that the payments will be refunded to the Employer following final determination of the claim by the W.S.I.B. If the claim for W.S.I.B. Compensation is not approved, the monies paid as an advance will be applied towards the 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.

22.05 In order to qualify for sick leave, an employee must notify his/her supervisor at least one hour prior to the beginning of the employee's working day if on the a.m. shift, and two hours if on the p.m. shift and four (4) hours in the case of extended tours.

22.06 An employee may only be required to produce proof of illness by a Medical Certificate if in the opinion of the Employer; the sick privileges are being abused.

**ARTICLE TWENTY-THREE - VACATIONS**

23.01 Vacations with pay are granted for past service. It shall be the duty of the Employer to receive requests for vacation entitlement and arrange suitable dates, taking into account adequate coverage of departments and seniority.

23.02 Employees working for the Employer in the twelve month period preceding July 1st shall be entitled to vacation computed on the following basis according to the individual employee's length of continuous service.

- (a) Employees who have completed less than one (1) year of continuous service as of July 1, shall be entitled to an annual vacation of one (1) day for each completed month of service to a maximum of nine (9) working days at his/her regular straight time hourly rate. Vacation pay shall be determined on the basis of the employee's gross earnings during the vacation year calculated as of the pay period immediately preceding July 1st.
- (b) An employee with more than one (1) year of continuous service but less than two (2) years of continuous service as of June 30th of any year shall be entitled to an annual vacation of two (2) weeks with pay at his/her regular straight time hourly rate.
- (c) An employee with more than two (2) years of continuous service but less than five (5) years of continuous service as of June 30th, of any year shall be entitled to an annual vacation of three (3) weeks with pay at his/her regular straight time hourly rate.
- (d) An employee with more than five (5) years of continuous service but less than fourteen (14) years of continuous service as of June 30th of any year shall be entitled to an annual vacation of four (4) weeks with pay at his/her regular straight time hourly rate.
- (e) An employee who has completed more than fourteen (14) years of continuous service but less than twenty-two (22) years of continuous

service as of June 30th of any year shall be entitled to an annual vacation of five (5) weeks with pay at his/her regular straight time hourly rate.

~~—(f)—~~ An employee who has completed more than twenty-two (22) years of continuous service as of June 30th of any year shall be entitled to an annual vacation of six (6) weeks with pay at his/her regular straight time hourly rate.

(g) An employee who has completed more than thirty (30) years of continuous service as of June 30th of any year shall be entitled to an annual vacation of seven (7) weeks with pay at his/her regular straight time hourly rate.

~~All new hires after January 1, 2023 employees covered under this agreement will be eligible for the Standard Honeywell vacation policy including the same terms and conditions as provided to Non-Bargaining Unit Employees. The Company undertakes to meet with the Union to advise them of any change to the standard Honeywell policy and to provide an explanation if required.~~ **Withdraw September 16, 2022**

23.03 The time of vacation for each employee each year will be mutually arranged between the employees and the Employer, provided however that if there is a dispute over a respective vacation date between employees, seniority of an employee shall be the governing factor. In addition, should the parties be unable to mutually agree upon the time, the decision will be that of the Employer. An employee shall be entitled to receive his/her vacation in an unbroken period, unless otherwise mutually agreed upon between the employee and the Employer.

Posting for applications for vacation time off will be made in each department and employee(s) requests will be submitted by April 15 of each year and the Employer will post such vacation lists by May 15 of the same year. Any employee not making a vacation request by April 15, may only apply for vacation periods not already committed, which shall be allocated in order of requests received, and will be added to the vacation listing.

Such vacation scheduling shall not preclude any employee from requesting and receiving vacation time off between January 1 and May 15 yearly.

Employees eligible for seven weeks of vacation may elect to receive one week of pay in lieu of scheduling vacation. Where such an election is made, the Company must be provided with a minimum of four (4) weeks of notice of same and the payment will be made on their final pay of the calendar year.

23.04 An employee's vacation pay entitlement shall be proportionately reduced for absences due to unpaid illness (including Workers' Compensation), leaves of absence or other unpaid periods (except leaves for Union business), which absence exceeds thirty (30) consecutive days during the period of qualifying the employees for vacation.

23.05 An employee who leaves the employ of the Employer for any reason, shall be paid the vacation allowance due to him/her at the time of his/her termination as provided herein.

23.06 (a) Where an employee's scheduled vacation is interrupted due to a serious illness/*injury as validated by medical evidence*, which commenced prior to and continues into the scheduled vacation, the period of such illness shall be considered sick leave. **Agreed on 3/2/22**

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

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

23.07 Vacations shall not be cumulative from year to year.

## **ARTICLE TWENTY- FOUR - JOB POSTING**

24.01 It is mutually agreed that notices within the scope of the bargaining unit of any job vacancy occurring or any new job(s) created, shall be posted on the Union Bulletin Board for a period of seven (7) consecutive days, excluding Saturdays, Sundays and Holidays. If an emergency exists that may not allow for the above procedure to be followed, the Union Chairperson will be so advised immediately.

Probationary employees may apply for a posted vacancy position, however, if posted vacancy position results in a classification change, a new probationary period will commence if accepted into the posted vacancy position.

If the start date of the posted position is greater than forty-five (45) calendar days from the last date the posting is closed, the Employer will notify the Union Chairperson of the reason(s) for the delay.

#### **ARTICLE TWENTY- FIVE - BEREAVEMENT LEAVE**

25.01 In the event of the death of an employee's spouse, parent, step-parent, child, brother, sister, step-child, or grandchild and upon notification to the Employer an employee shall be granted five (5) consecutive working days off without loss of regular pay for hours scheduled within seven (7) calendar days commencing with the day of the death..

25.02 In the event of the death of an employee's ~~brother, sister~~, brother-in-law, sister-in-law, mother-in-law, father-in-law, grandparent, son-in-law and daughter-in-law and upon notification to the Employer an employee shall be granted three (3) consecutive working days off without loss of regular pay for hours scheduled within seven (7) calendar days commencing with the day of the death. **Agreed on 3/1/22**

25.03 In the event of the death of an employee's great grand parent or grandparent-in-law, Aunt or Uncle and upon notification to the hospital an employee shall be granted one (1) working day off on the day of the funeral without loss of pay.

#### **ARTICLE TWENTY- SIX - EDUCATION ~~LEAVE~~**



26.01 Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full costs associated with the courses. In the event that training occurs outside of the workplace, the Company will reimburse employees for preapproved expenses including payment of travel expenses and lost wages to a maximum of eight (8) hours per day at their regular rate.

26.02 The Employer will sponsor an apprenticeship training program if deemed by the Employer to be appropriate. The Employer and the Union will enter in a letter of understanding prior to implementing the apprenticeship training program. **Accepted counter offer 3/1/22**

#### **ARTICLE TWENTY- SEVEN - JURY AND WITNESS DUTY**

27.01 If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or 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 Employer, the employee shall not lose regular pay because of such attendance provided that the employee:

- (a) Notifies the Employer immediately on an employee's notification that he/she will be required to attend a court.
- (b) Presents proof of service requiring the employee's attendance.
- (c) Deposits with the Employer the full amount of compensation received excluding mileage, traveling and meal allowances and an official receipt thereof.

#### **ARTICLE TWENTY- EIGHT - PREGNANCY LEAVE/PARENTAL LEAVE**

28.01 Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, as amended.
- ~~(b) Subject to confirmation by the Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) plan, an employee on leave who is in receipt of Employment Insurance pregnancy benefits pursuant to Section 18 of the Unemployment Insurance Act, 1971, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between eighty four percent (84%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week unemployment insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave, times her normal weekly hours, plus any wage increase or salary increment that she would be entitled to if she were not on pregnancy/parental leave.~~

~~The Employer shall maintain its premium payments for applicable benefit plans for the period of the pregnancy leave, provided the employee agrees to contribute the employee share of the premiums, if any.~~

~~Credit for seniority and vacation entitlement shall accumulate during pregnancy leave.~~ **Withdraw**

## 28.02 Parental Leave

(a) Parental leave will be granted in accordance with the provisions of the Employment Standards Act as amended,

~~(b) Subject to confirmation by the Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) plan, an employee on leave who is in receipt of Employment Insurance pregnancy benefits pursuant to Section 18 of the Unemployment Insurance Act, 1971, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between eighty four percent (84%) of his/her regular weekly earnings and the sum of his/her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week employment insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that he/she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks. The employee's regular weekly earnings shall be determined by multiplying his/her regular hourly rate on his/her last day worked prior to the commencement of the leave, times his/her normal weekly hours, plus any wage increase or salary increment that he/she would be entitled to if he/she were not on pregnancy/parental leave,~~

### **Withdraw**

The Employer shall maintain its premium payments for applicable benefit plans for the period of the parental leave, provided the employee agrees to contribute the employee share of the premiums, if any,

~~Credit for~~ Seniority and vacation entitlement shall accumulate during parental leave. **Agreed to 3/1/22**

## **ARTICLE TWENTY- NINE - PERSONAL LEAVE**

29.01 The Employer may grant a leave of absence without pay for legitimate personal reasons provided the employee can be spared having due regard for the proper operation of the Hospital.

29.02 Application for such leave shall be made in writing to the Employer as far in advance as possible but in any event at least one (1) week prior to the commencement of the leave, unless such notice in advance is impossible to give.

29.03 The application must clearly state the reason for the leave of absence and duration of such absence.

### **ARTICLE THIRTY - UNION LEAVE OF ABSENCE**

30.01 Leave of absence for Union business shall be given without pay up to an aggregate maximum for the Chairperson of fifteen (15) days provided such leave does not interfere with the continuance of efficient operations of the Facilities Maintenance Department. Such leave shall be subject to the following conditions:

- (a) No one such leave of absence shall extend beyond one week;
- (b) A request must be made in writing at least two weeks prior to the commencement of the function for which leave is requested;
- (c) Such request shall state the general nature of the function to be attended;

#### 30.02 Full Time Elected Union Officer

Upon application by the Union, in writing, the Employer will give a leave of absence, without pay, to the Chairperson if elected or appointed to full time National Union office. Such leave, if granted, shall be for a period of three (3) years from the date of appointment unless extended for a further specific period by agreement of the parties. In addition, the Union must provide the Company with a minimum of thirty (30) days notice before the leave begins and a minimum of thirty (30) days notice before the leave ends. Seniority and service shall accumulate during such leave to the maximum provided, if any, under

the provisions of the collective agreement. It will become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such leave of absence.

### **ARTICLE THIRTY- ONE - BULLETIN BOARD**

31.01 The Employer shall provide bulletin board(s) which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees/Union membership.

### **ARTICLE THIRTY- TWO - ACCESS TO PERSONNEL FILES**

32.01 An employee shall upon written request made a reasonable time before the time of viewing, have an opportunity to view his personnel file in the presence of the Human Resources Leader or his designate. The information the employee may view will be:

- (a) Application form.
- (b) Written evaluations.
- (c) Formal disciplinary notations.
- (d) Incident reports.

32.02 Notices of reprimand and suspension will be removed from the personnel record after ~~twenty-four (24)~~ (36) months, provided there has been no intervening discipline.

**Withdraw (if union withdraw demand) Agreed 3/2/22**

32.03 When in the opinion of the Company, disciplinary action is appropriate, it will be administered in a timely fashion and a copy of the disciplinary notice will be provided to the union.

### **ARTICLE THIRTY- THREE - HEALTH, DENTAL & LIFE INSURANCE BENEFITS**

33.01

- a) Effective January 1, 202~~13~~<sup>13</sup>, the employees covered by this Agreement shall be entitled to the same coverage for Health and Dental benefits, including the same terms and conditions, plan design, administration **and cost sharing as existed for Non-Bargaining Unit Employees in 2019.** ~~and aggregate cost sharing which is employer 65% and employee 35%.~~ **Withdraw September 16, 2022**
- b) Notwithstanding paragraph a), the Employer has the right to change the insurance carrier on the proviso that there will be no reduction in the benefits provided or increase in the costs to individual employees compared to the coverage provided for by paragraph a). If there is a reduction in benefits or increase in costs due to a change in carrier, then the remedy of the Union or an individual employee shall be limited to damages equivalent to the net loss experienced with respect to the increase in costs actually paid or loss of benefits in relation to claims actually made.

33.02 The Employer agrees to pay 100% of the billing rate of the group life insurance plan for all employees under this agreement at **two times (2X)** ~~one (1X)~~ employee's annual salary. **Withdraw September 16, 2022**

33.03 Employees covered by this agreement shall be entitled to the same Optional Employee Life Insurance, Optional Dependant Life Insurance, Optional AD&D and Optional Critical Illness insurance including the same terms and conditions as offered to non-bargaining unit employees.

#### 33.04 Early Retirement Benefits

For all active employees as of September 1, 2019, the Employer will contribute, on behalf of each eligible employee who

- elects early retirement;
- has not yet reached age 65;
- are in receipt of the Employer's Pension Plan Retirement Benefits; and who
- on the date of retirement are enrolled in the Employer's benefit plan(s),

Seventy-five (75%) of the billed premiums for an extended health/dental plan established for such purposes and subject at all times to the terms and conditions of such a plan.

#### ~~33.05 Vision Care~~

~~Effective as of May 29, 2019, employees are eligible for reimbursement of up to \$200 per 24 month period for employees (and eligible family members if the employee has chosen family or employee +1 coverage under the benefit plan) upon providing receipts for eyeglasses or contact lenses.~~ **Withdraw**

#### **ARTICLE THIRTY- FOUR - NEW CLASSIFICATION**

34.01 When a new classification (which is covered by the terms of this Collective Agreement) is established by the Employer, the Employer shall determine the rate of pay for such new classification and notify the Local Union of the same. If the Local Union challenges the rate, it shall have the right to request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate.

Such request will be made within ten (10) days after the receipt of notice from the Employer of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the rate was given by the Employer. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting.

The decision of the Arbitrator shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit, having regard to the requirements of such classification, and shall be retroactive to the date that notice of the new rate was given by the Employer.

34.02 Nothing in this Agreement shall preclude the parties to this Agreement from negotiating rates of pay for new classifications. Failing to reach agreement on rates for new classifications the matter shall be submitted to Arbitration as provided for in this Agreement.

#### **ARTICLE THIRTY- FIVE - JOB SECURITY**

35.01 The Employer shall not contract out any work usually performed by members of the bargaining unit, if as a result of such contracting out, a layoff of any employees results from such contracting out.

Notwithstanding the foregoing, the Employer may contract out work usually performed by members of the bargaining unit without such contracting-out constituting a breach of this provision if the Employer provides in its commercial arrangement contracting out the work that the contractor to whom the work is being contracted, and any subsequent such contractor, agrees:

- (a) To employ the employees thus displaced from the Employer; and
- (b) In doing so to stand, with respect to that work, in the place of the Employer for the purposes of the Employer's collective agreement with the Union, and to execute into an agreement with the Union to that effect.

In order to ensure compliance with this provision, the Employer agrees that it will withdraw the work from any contractor who has failed to meet the aforesaid terms of the contracting-out arrangement.

#### **ARTICLE THIRTY- SIX - TECHNOLOGICAL CHANGE**

36.01 The Employer undertakes to notify the Union in advance, so far as practicable of any technological changes which the Employer has decided to introduce which will significantly change the status of employees within the bargaining unit. The Employer agrees to discuss with the Union the effect of such technological changes on the employment status of employees and to consider practical ways and means of minimizing the adverse effects, if any, upon employees concerned. Employees with one or more years of continuous service who are subject to layoff under conditions referred to above, will be given notice of the impending change in employment status at the earliest reasonable time in keeping with the notification to the Union as above set forth and the requirements of the applicable law.



## ARTICLE THIRTY- SEVEN – SEVERANCE AND RETIREMENT OPTIONS

### 37.01 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 Hospital** 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.~~ It is understood and agreed that this provision does not apply to employees who are given notice of layoff and subsequently offered employment with the new employer following transfer of services, amalgamation of services or contracting out of services. **Maintain (Agreed to change Hospital to Employer 3/1/22)**

### 37.02 Severance and Early Retirement Options

~~Where an employee resigns~~ When employment ends, after receiving notice of layoff pursuant to the notice of layoff provision in this collective agreement, that his or her position will be eliminated, he or she shall be entitled to a separation allowance of one (1) week of salary for each year of continuous service to a maximum of thirty (30) weeks' pay. ~~and on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of three thousand (\$3000.00)~~ **Withdraw**

Employees will receive Outplacement Career Transition Support. When employment ends employees will have 60 days to commence outplacement counseling services. **Withdraw**

~~Where an employee resigns later than 30 days after receiving notice pursuant to the notice of lay-off provision in this collective agreement, that his or her position will be eliminated, he or she shall be entitled to a separation allowance of four (4) weeks' salary and on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of one thousand, two hundred, fifty dollars (\$1250.00).~~ **Withdraw**

~~Prior to issuing notice of layoff pursuant to the notice of layoff provision in this collective agreement, in any classification(s), the Employer will offer early retirement allowance to a sufficient number of employees eligible for early retirement under HOOPP within the classification(s) in order of seniority, to the extent that the maximum number of employees within a classification who elect early retirement is equivalent to the number of employees within the classification(s) who would otherwise receive notice of layoff under the notice of layoff provision in this collective agreement.~~ **Withdraw**

~~An employee who elects an early retirement option shall receive, following the completion of the last day of work, a retirement allowance of one weeks' pay for each year of service, to a maximum of thirty (30) weeks on the basis of the employee's normal weekly earnings.~~ **Withdraw**

Note: The Employer may offer any employee a retirement option ~~as provided above~~, in order to avoid potential layoffs in a unit or department. **Withdraw**

37.03 A full time employee who has completed one year of service and:

- (a) Whose layoff is permanent, or
- (b) Who is laid off for 26 weeks in any 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 weeks' pay, or one week's pay per year of service to a maximum of 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.

It is understood and agreed that this provision does not apply to employees who are given notice of layoff and subsequently offered employment with the new employer following transfer of services, amalgamation of services or contracting out of services.

#### **ARTICLE THIRTY- EIGHT - ACCIDENT PREVENTION - HEALTH AND SAFETY COMMITTEE**

38.01 The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Employer's Workplace in order to prevent accidents, injury and illness. **To discuss**

38.02 Recognizing its responsibilities under the applicable legislation, the Employer agrees to recognize one Health & Safety representative selected or appointed by the Union from amongst bargaining unit employees.

38.03 Such-representative shall conduct workplace inspections in accordance with established procedures and recommend actions to improve conditions related to safety and health.

38.04 Any representative appointed or selected in accordance with 38.02 hereof shall serve for a term of three (3) calendar years from the date of appointment which may be renewed for further periods of three (3) years.

38.05 The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.

38.06 Safety footwear will be supplied by the Employer to any employee required to wear same in the interest of bodily safety.

A new pair of appropriate replacement footwear will be provided to the employee upon the surrender of the worn or damaged safety footwear to his or her supervisor.

#### **ARTICLE THIRTY-NINE - WAGES AND METHOD OF PAYMENT**

39.01 The Employer agrees that wages shall be paid by bank deposits with electronic pay stubs. All employees will be provided with training and support regarding how to print the stubs.

39.02 The Employer agrees to pay, and the Union agrees to accept, for the term of this agreement, the wages set out in Schedule "A" hereto.

~~39.03 Bargaining unit employees shall receive a bonus of one hundred (\$100.00) dollars on their 30<sup>th</sup> anniversary date and on each anniversary date thereafter as long as they are employed by the Employer. Withdraw~~

39.04 The Employer agrees to continue its current policy of liability insurance coverage for its employees.

39.05 Wage increases incorporated in Schedule "A": **Economics**

- 0.00 per cent, effective April 1, 2022
- 2.00 per cent, effective April 1, 2023
- 2.00 per cent, effective April 1, 2024

Additional 3.5% adjustment effective April 1, 2022, 0.75% adjustment April 1, 2023 and 0.75% adjustment April 1, 2024.

Mechanic A will receive a retention premium of one dollar (\$1.00) per hour on their base pay. The retention premium will be in effect at the time of ratification of the collective agreement.

## **ARTICLE FORTY - TERM**

41.01 This Agreement shall be for a period of ~~five (5)~~ **three (3)** years commencing April 1, 2019, for purposes of wage increases and continuing in full force and effect until March 31, 2022. Unless otherwise specifically stated in the Collective Agreement, all other terms and conditions of the Collective Agreement shall be effective from the date of ratification

and continue in full force and effect until March 31, 202~~5~~. This Agreement shall continue from year to year thereafter, unless either party gives notice in writing to the other within ninety (90) days prior to the expiry date hereof of that party's intention to terminate this Agreement or to negotiate revisions thereto. **Withdrawn September 16, 2022.**

DATED AT WOODSTOCK, ONTARIO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20~~19~~<sup>22</sup>

HONEYWELL BUILDING SOLUTIONS  
(HBS)

UNIFOR - CANADA, LOCAL 636

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**SCHEDULE "A"**

	1-Apr-21		1-Apr-22		1-Apr-23		1-Apr-24	
	Start	6 Months	Start	6 Months	Start	6 Months	Start	6 Months
<b>Maintenance A</b>	29.50	30.89	30.53	31.97	31.37	32.85	32.23	33.75
<b>Maintenance B</b>	26.66	27.35	27.59	28.31	28.35	29.09	29.13	29.89

\* In order to receive the Maintenance A rate, employees must be a journeyperson. For the purpose of this agreement, the term journeyperson shall be defined as someone who presently holds a journeyperson classification in a skilled trades occupation or has a bona fide apprenticeship of 4 years – 8,000 hours and holds a certificate which substantiates his/her claim for such service.

In the event that the Company requires employees to possess a Plumber’s license, they will be reimbursed for trade license renewal fees up to a maximum of one-hundred and fifty (\$150) per year.

**~~LETTER OF UNDERSTANDING - #1 - UNION COST EFFECTIVE SUGGESTIONS~~**

The Employer agrees to consider any practical and cost effective suggestion brought forth by the Union regarding having members of the bargaining unit perform work that is contracted in by the Employer.

**LETTER OF UNDERSTANDING #2 - ACCOMMODATION**

In accordance with the provisions of the *Human Rights Code*, accommodation is the responsibility of the Employer, the Union and the employee. When it has been medically determined that an employee is unable to return to the full duties of their position due to a disability, the Employer will notify and meet with representatives of the Union to discuss the circumstances surrounding the employee's return to suitable work. The Employer will notify the Union when the employee has accepted suitable work. The

Employer will commit to review positions within the bargaining unit for suitable work prior to a review of all vacant positions within the Employer.

### **LETTER OF UNDERSTANDING #3 – NEEDLE STICK INJURIES**

As new policy and practices are developed by the Hospital, consultation will take place at the Joint Health and Safety Committee level.

### **LETTER OF UNDERSTANDING #4 - INFLUENZA VACCINE**

The parties agree that influenza vaccinations may be beneficial for patients and employee. Upon a recommendation pertaining to a facility or a specific area(s) thereof from the Medical Officer of Health or appropriate and designated official or body 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 Employer will pay the full incremental cost for the vaccine and will endeavour to offer vaccinations during an employees working hours. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine.
- c) The Employer recognizes that employees have the right to refuse any required vaccination.
- d) If an employee refuses to take the vaccine because it is medically contraindicated, and where a medical certificate is provided to this effect, she or he will be reassigned during the outbreak period if other work is available within the bargaining unit.
- e) This clause shall be interpreted in a manner consistent with the Ontario Human Rights Code.

**LETTER OF UNDERSTANDING #5 - PAID EDUCATION LEAVE**

The employer agrees to pay into a special fund, the sum of three hundred & fifty (\$350) dollars for the purpose of providing paid education leave. Such leave will be for upgrading the employees' skills in all aspects of trade union functions. Such monies to be paid annually into a trust fund established by the national Union, Unifor and sent by the company to the following address:

Unifor Paid Education Leave Program  
Unifor Family Education Centre  
R. R. #1, Unifor Road 25  
Port Elgin ON N0H 2C3

**LETTER OF UNDERSTANDING #6 - TOOLS**

The Employer will continue to supply all tools it determines are necessary for the trades to perform their work at the Woodstock General Hospital in the Company's sole discretion.