

COLLECTIVE AGREEMENT

between

COMMERCIAL CLEANING SERVICES, HASTINGS COUNTY



and

**PUBLIC SERVICE ALLIANCE OF CANADA
UNDE LOCAL 00650**



Effective September 1ST, 2020 to August 31st, 2023

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Article 1 – Purpose

- 1.01 The general purpose of the Agreement between the Company and the Union is to establish and maintain:
- a) Mutually satisfactory and orderly collective bargaining relations;
 - b) A procedure for the prompt and equitable handling of grievances;
 - c) Satisfactory working conditions, hours of work and wages, for all Employees who are subject to the provisions of the Agreement.
- 1.02 Use of the masculine gender in this Agreement shall be considered also to include the feminine.

Article 2 – Recognition and Scope

- 2.01 The Employer which carries on business as Commercial Cleaning Services recognizes the Public Service Alliance of Canada as the sole and exclusive bargaining agent for all employees of the Employer described in the certificates issued August 4 2016. (Formerly certified under the Employer Koprash Inc. on June 02, 2006.)

All Employees of 1434378 Ontario Inc. o/a Commercial Cleaning in the County of Hastings, save and except inspectors, Supervisors and persons above the rank of Supervisors (the "Bargaining Unit")

- 2.02 Cumbents of new positions created by the Employer, following the date of signing of this agreement, shall automatically be included in the bargaining unit unless specifically excluded by mutual agreement or by virtue of being covered by another bargaining unit as specified by the Labour Relations Board.
- 2.03 When the Employer successfully bids on a new contract during the term of this Collective Agreement and such contract is located in the geographic area covered by this Collective Agreement, then the Company will pay new Employees at their present rate of pay and seniority will be recognized. New Employees will then fall under the Collective Agreement for future pay increases. With the exception of rate of pay, the parties agree that all other terms and conditions of this agreement shall cover Employees at any new contract.
- 2.04 Non-Bargaining Unit Employees will not perform duties normally assigned to those who are covered by this Agreement, except in emergencies, when regular Employees are not available.

- 2.05 During the term of this Agreement, the Company agrees not to contract out work which is normally performed by members of the bargaining unit while Employees are laid off, working reduced hours, or which would reduce the work force.

Article 3 – Definitions

For the purpose of this agreement:

- (a) "Client" means a specific party with whom the Company has a contract (e.g. PWGSC at Trenton Air Base);
- (b) "Contract" means an agreement under which the Company provides services to a specific party (e.g. Agreement between the Company and PWGSC at Trenton Air Base)
- (c) a "full - time Employee" means an Employee employed in the bargaining unit described in 2.01 who regularly works more than twenty-four (24) hours per week;
- (d) a "part - time Employee" means an employee employed in the bargaining unit described in 2.01 who regularly works twenty-four (24) hours per week or less.
- (e) Union means the Public Service Alliance of Canada (PSAC) and Local 000650.
- (f) The Feminine or Masculine gender may be used interchangeably throughout this agreement; whenever one gender is used, it shall be construed as meaning the other, if the facts or contents require.
- (g) Business Day – shall be defined as Monday to Friday, excluding statutory holidays and Saturday and Sunday.
- (h) Calendar Day – One sequential Twenty-four (24) hour period as denoted on a calendar, regardless of the day of the week.
- (i) Calendar Year – the period from January 1st through to December 31st

Article 4 - Management Rights

- 4.01 Except and to the extent specifically modified by the Agreement, the Union recognizes and acknowledges that the management of the Company, its facilities and direction of its Employees are fixed exclusively in the Company. Without limiting the generality of the foregoing, the Company has the right to:
- (a) maintain order, discipline and efficiency and in connection therewith to make, alter and enforce from time to time reasonable rules and regulations, policies and practices to be observed by its Employees,

These rules, regulations, policies, and practices shall be:

- (i) without discrimination;
 - (ii) clear and unequivocal;
 - (iii) brought to the attention of the Employee before the Company can act on it;
 - (iv) consistently enforced by the Company from the time it was introduced, and as amended from time to time; and
 - (v) the Union maintains the right to challenge these rules, regulations, policies or practices at the time of their introduction or at the time they are applied to an Employee.
- (b) and to discipline or discharge Employees, provided that an Employee has completed his probationary period, for just cause in accordance with the agreement;
- (c) select, hire, transfer, assign to shifts and work areas, promote, demote, classify, lay-off and recall Employees, and
- (d) determine the location of operations, and their expansion or curtailment; the direction of the work force; the scheduling of hours of work and operations; the number of shifts, the methods and processes to be employed, job content, quality standards, the establishment of work or job assignments; the qualifications of an Employee to perform any particular job; the nature of tools, supplies, equipment and machinery used and new or improved methods, the number of Employees needed by the Company at any time and how many shall work on any job, the number of hours to be worked, starting and ending times.

4.02 Where the rights, power and authority itemized above are modified or limited by the terms and provisions of this Agreement, they shall only be modified or limited to the extent specifically provided for therein.

Article 5 - Employee Status

5.01 An Employee's status from full-time to part-time or part-time to full-time shall not change without the approval of the Employee.

5.02 An Employee will be considered as a probationary Employee for his first three (3) months of employment and will have no seniority rights during that period. After completion of his probationary period, the Employee's seniority shall date from his most recent date of hire.

- 5.03 The parties agree that probationary Employees may be laid off, dismissed or terminated without cause during the probationary period.

Article 6 - Reduction of Work

- 6.01 The Company agrees to keep the Union informed of reductions and/or cancellations affecting contracts and will, if requested, provided written confirmation within one week of receiving formal notification from a client of intent to reduce or cancel a contract.

Article 7 - Check Off

- 7.01 Subject to the provisions of this Article, the Company will as a condition of employment, deduct an amount equal to the membership dues from the pay of all Employees in the bargaining unit. Such membership dues shall be in accordance with the Union's constitution and by-laws. All bargaining unit Employees shall, as a condition of their continued employment, become and remain members in good standing of the Union. Such membership shall begin upon the initial date of employment.
- 7.02 For the purpose of applying this Article, deductions from pay for each Employee will start on the first payday on which the Employee has earnings.
- 7.03 The Union shall inform the Company in writing of the percentage of gross wages to be checked off for each Employee.
- 7.04 The amounts deducted in accordance with Clause 7.01 shall be remitted to the Comptroller of the Union by cheque no later than fifteen (15) days following each month when deductions are made and shall be accompanied by particulars identifying each Employee and the deductions made on the Employee's behalf.
- 7.05 No Employee organization, other than the Union, shall be permitted to have membership dues and other monies deducted by the Company from the pay of Employees in the Bargaining Unit.
- 7.06 The Union agrees to indemnify and save the Company harmless against any claim or liability arising out of the application of this Article, except for any claims or liability arising out of the application of this Article committed by their Company limited to the amount actually involved in the error.

Article 8 – No Harassment, No Discrimination, No Violence

- 8.01 The Company agrees to provide a working environment that is free from discrimination, harassment, and violence. The parties are committed to fair treatment of all Employees and do not condone behaviour that is contrary to the

Human Rights Code, this Collective Agreement, or the Occupational Health and Safety Act.

- 8.02 The parties agree that there will be no intimidation, discrimination, interference, disciplinary action, restraint or coercion exercised or practiced by either part or their representatives or members because of race, colour, ancestry, place of birth, ethnic or national origin, citizenship, creed, religious or political affiliation or belief or practice, sex, sexual orientation, gender identity or expression, physical attributes, marital status, family status, age, physical or mental illness or disability, place of residence, record of offences for which a pardon has been granted, language, and membership or participation in Union activity.
- 8.03 "Workplace Harassment" is defined as engaging in a course of vexatious comment or conduct against another person or persons in the workplace or work-related third-party premises that is known or ought reasonably to be known to be unwelcome, including "Workplace Sexual Harassment" as defined in Article 8.04. "Workplace Harassment" may be related to one or more of the prohibited grounds of discrimination under Article 8.02, and may include a pattern of behaviour, such as bullying, that causes humiliation, embarrassment or intimidation of a worker or group of workers. It can also include behaviour that intimidates, isolates, or even discriminates against the targeted individual(s).

This may include:

- making remarks, jokes or innuendos that demean, ridicule, intimidate, or offend;
- displaying or circulating offensive pictures or materials in print or electronic form;
- bullying or other forms of psychological harassment;
- repeated offensive or intimidating phone calls or e-mails;

- 8.04 "Workplace Sexual Harassment" means,
- (a) engaging in a course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender identity or gender expressions, where the course of comment or conduct is known or ought to be known to be known to be unwelcome, or
 - (b) making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome, or
 - (c) inappropriate sexual touching, advances, suggestions or requests.

This definition of sexual harassment is not intended to inhibit interactions or relationships based on mutual free consent or normal social conduct.

- 8.05 “Workplace Violence” means,
- (a) the exercise of physical force against a worker, in a workplace, that causes or could cause physical injury to the worker;
 - (b) an attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker;
 - (c) a statement or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.
- 8.06 If the Employer becomes aware, or ought reasonably to be aware that domestic violence that would expose an Employee to physical injury may occur in the workplace, the Employer shall take every precaution reasonable in the circumstances for the protection of the Employee.
- 8.07 Reasonable action or conduct by an employer, manager or supervisor that is part of his or her normal work function would not normally be considered workplace harassment.
- 8.08 The parties agree that allegations of discrimination and harassment shall be dealt with in a timely manner. Where it is required under either the *Occupational Health and Safety Act* or the *Human Rights Code*, the Employer shall ensure that an investigation is conducted into incidents and complaints of harassment.
- 8.09 The Employer shall notify the Union President of any investigation into an allegation of discrimination or harassment made against an Employee.
- 8.10 No Employee against whom an allegation of discrimination or harassment has been made shall be subject to any disciplinary measure before the completion of any investigation into the matter, but may be subject to other interim measures where necessary, including suspension with or without pay.
- 8.11 If the Company will impose disciplinary action as a result of a harassment complaint, the Employer agrees to provide the Local Union with harassment complaint investigation reports at the request of the Employee facing discipline. A copy will be provided to an Alliance Representative.
- 8.12 Employees found to have harassed or discriminated against another person(s) could face disciplinary action ranging from verbal warning up to and including termination.
- 8.13 There shall be no reprisal or retaliation nor any threat of reprisal or retaliation against anyone for pursuing rights under the Article or for participating in proceedings under this Article. If an investigation results in a finding that the complainant made a false accusation knowingly or in a malicious manner, the

complainant may be subject to discipline in accordance with **Article 13 - Discipline.**

- 8.14 In dealings with the Employer on matters of discrimination or harassment an Employee who is a complainant or respondent has the right to be represented, and an Employee who is a potential witness has the right to be accompanied, by a Union Representative. At the complainant's, respondent's or witness' option, this person can be any member appointed by the Union.
- 8.15 No Employee will be required to present a discrimination, harassment, or violence grievance to a Supervisor or Manager whom is the subject of their complaint. Such grievances shall be presented to another Company representative at the applicable Step.
- 8.16 By mutual agreement, the parties may use a mediator in an attempt to settle a grievance under this Article. The selection of the mediator will be by mutual agreement. The Company and the Union shall share the costs of the mediator equally.
- 8.17 Consistent with the Ontario *Human Rights Code*, the *Occupational Health and Safety Act*, and other relevant legislation, the parties acknowledge that the Company has a legal duty to accommodate up to undue hardship, and the Union has an obligation to assist in that accommodation.
- 8.18 All parties involved in a complaint under this Article agree to deal with the complaint expeditiously and to respect confidentiality.

Article 9 – Use of Employer Facilities

- 9.01 Unless access is denied by the Client, a duly accredited representative of the Public Service Alliance of Canada shall be permitted access to the worksite to assist in the resolution of a complaint or grievance and to attend meetings called by management or the Union. The said Union representative shall conduct himself in a manner which will not interfere with the normal operation of the Client premises during his visit.
- 9.02 Except as specifically set out in this agreement, the Union agrees that, except as provided for in this Agreement, there will be no Union activity of Employees of the Company during regular work hours on the premises of the Company, and job sites except by agreement with the Company in writing.
- 9.03 The Company agrees to make its best effort to provide each Employee a space to store personal belongings and access to a refrigerator, either in the Employee's assigned building, or in a central accessible location for the purposes of storing personal belongings or food items for the duration of an Employee's shift.

Article 10 – Information

- 10.01 The Company shall provide to the local Union President, on a quarterly basis, a complete list of all persons employed by the Company, in the client work location. This list shall include an up-to-date list of each employee's first name, last name, worksite, job classification, regular shift, mailing address, and phone number. The list shall also indicate who is included and who is excluded from Check-Off.
- 10.02 The Company shall provide the local, within a period of fifteen (15) days, with the names and classification of newly hired Employees.
- 10.03 The Company agrees to supply each Employee with a copy of this agreement and will endeavour to do so within one (1) month after receipt from the printer. The parties agree the sourcing, delivery, and cost of printing the Collective Agreement will be paid by the Union.
- 10.04 The Company shall ensure that new Employees receive the Union information package along with the Company hiring package. This package shall include, but not be restricted to, the Collective Agreement, names and addresses of Union representatives, and a package of materials provided to the Company by the Union as updated from time to time.
- 10.05 The Company agrees to provide to the President of the Local Union of PSAC a copy of the Company's current organization chart, including the Trenton Air Base work site as amended from time to time.
- 10.06 The Company shall post a bulletin board which will be used for the posting of positions available, minutes of labour management meetings, notices of Union meetings and other matters of concern to Employees as determined by the Union. The bulletin board will be located at a mutually agreeable site on client location subject to client approval.
- 10.07 The local Union President may request additional information, such as a Company Policy. Such requests shall not be unreasonably denied.

Article 11 – No Strike/No Lockout

- 11.01 The parties having entered into this Collective Agreement in mutual good faith, the Company agrees there will be no lockout and the Union agrees there will be no strike, slow down or other activity either complete or partial which could interfere with or restrict operations during the term of this Agreement.
- 11.02 An Employee of the bargaining Unit shall not honour any picket lines at any location for which the Company provides cleaning services during the Employee's scheduled working hours. Employees shall cross all such picket lines (subject to their own physical safety) but shall only be required to

perform their regular duties and shall not be required to perform the duties of any striking or picketing Employees.

- 11.03 Where an Employee expresses a concern for their safety in attempting to cross a picket line or any demonstrations on, or at, the Company's premises, the Company will ensure a safe access to the work place. No Employee will be disciplined for expressing concern for their safety.

Article 12 – Union Representation

- 12.01 The local Union of PSAC agrees to provide annually, or upon amendment, a copy of the Union's current organization chart to the Company.
- 12.02 The Union shall furnish the Company with a list of Local Officers and Representatives at the beginning of each contract year, and shall amend these lists at the end of each month that changes occur.
- 12.03 Where practical, when an Employee requires the presence of a Union representative at a meeting, such request will be communicated to the Employee's Site Manager.
- 12.04 The Company recognizes the right of the Union to elect or appoint one (1) Chief Steward – plus one (1) of the President, Vice-President, Secretary/Treasurer of the Local ("Union Representative") for the purpose of assisting other Employees in the processing or presentation of grievances. The Union shall at all times keep the Company notified in writing of the names of the Employees who are acting in the capacity of Stewards. The jurisdiction of any Union Representative shall be determined by the Union for the purpose of Union Business.
- 12.05 It is understood that the Steward will have to do the work assigned to him by the Company, and if it is necessary that he investigate a grievance during working hours, he will not leave his work before obtaining the permission of the Site Manager in charge. Permission may be refused at the discretion of the Site Manager or Company Designate. When returning to his regular work, he will report himself to the Site Manager, and if he is requested to do so, will give an explanation as to his absence and its length. It is understood that whenever possible, the Steward will take care of grievances outside of his working hours, in order not to interfere with his work.
- 12.06 The Union will, within fifteen (15) days after the date of signing of this Agreement, notify the Company, in writing, of the names of the Stewards. The Union will inform the Company, in writing, within ten (10) days when any change will take place in the Stewards. No Steward will be recognized by the Company unless the above procedure is carried out and no Steward shall be appointed or elected unless he has completed the probationary period.

- 12.07 The Company will compensate Stewards at their regular straight time hourly rate of pay for time spent in grievance meetings with the Company if a grievance meeting takes place while Stewards are on shift. Grievance meetings will, whenever possible be held during working hours.

Article 13 – Discipline

- 13.01 The Company agrees that discipline should be progressive and corrective in nature and depending upon the nature of the infraction, should normally commence with a verbal warning or counselling.
- 13.02 The parties agree that the only forms of discipline that may be imposed upon an Employee are: verbal warning or counselling, a written warning, a formal warning, suspension, and discharge. The parties further agree that the Company shall advise an Employee facing discipline of their right to Union representation.
- 13.03 When an Employee is suspended from duty or terminated, the Employer undertakes to notify the Employee in writing of the reason for such suspension or termination. The Employer shall endeavour to give such notification at the time of suspension or termination.
- 13.04 When an Employee is required to attend a meeting, the purpose of which is to conduct a disciplinary hearing concerning him or her or to render a disciplinary decision concerning him or her, the Company shall inform the Employee of their right to Union representation, and the Employee is entitled to have, at his or her request to the Union, a representative of the Union attend the meeting. Where practicable, and other than Employee actions determined by the Employer to be breaches described in 13.08 i), in which case no notice is required, the Employee shall receive a minimum of one (1) day notice of such a meeting.
- 13.05 The Company shall notify the local representative of the Union as soon as possible that such a suspension or termination has occurred.
- 13.06 The Company agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an Employee the content of which the Employee was not aware of.
- 13.07 Any document or written statement related to disciplinary action, which may have been placed on the personal file of an Employee, shall be destroyed after twelve (12) months has elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period.
- 13.08 It being understood by the parties hereto that the Company and its Employees be subject to the authority and satisfaction of the Company's clients, the Company

has the right to discharge an Employee for the following reasons:

- a) If an Employee is in a conflict of interest situation with the client of the Company;
- b) If an Employee is booking off shifts to work for another Company;
- c) If an Employee is laid off for a continuous period exceeding twelve (12) months;
- d) If an Employee has not completed his probationary period;
- e) If a client of the Company requests in writing to have an Employee removed from the client's site at which work is to be performed;
- f) If an Employee commits a criminal offence under the Criminal Code of Canada or such other statute of Canada or Ontario for which a pardon has not been granted;
- g) If an Employee fails to return to work on the first scheduled day following the expiration of an authorized leave of absence unless the Employee notifies the Company in writing at least twenty four (24) hours in advance or utilizes a leave of absence for the purpose other than those for which the leave of absence was granted unless such notice is not possible because of an emergency situation;
- h) If an Employee is absent for five (5) consecutive working days without notifying the Company or is absent for this period without a reason satisfactory to the Company in its discretion.
- i) If an employee is in breach of the Company's policies addressing:
 - theft
 - egregiously inappropriate or illegal use of client or Company property
 - false reporting of work hours with the intent to defraud the Company
 - egregious or imminently dangerous violence and harassment
 - actions which cause an employee to lose their client security clearance

13.09 When a client considers the Employee to be unsuitable, either on initial assignment or at any subsequent time, and the client puts their concern in writing to the Company, the Company shall review the concerns of the client and will try to reconcile the situation. The Company shall provide the Union with the Client's written request and, if practicable, rationale for any such issues.

13.10 Where the Company is unable to reconcile the situation to the satisfaction of the Client, the Employee shall be transferred to another building if reasonably possible. If the Employee cannot be transferred to another building, the Employer shall offer the Employee a position at another Client Job Site, if reasonably possible, at that applicable rate of pay and hours. Failing all of the above, the Employee shall be discharged, and paid in accordance with the *Employment Standards Act*.

Article 14 – Grievance

14.01 The purpose of this Article is to provide an orderly method for the settlement of a dispute between the parties over the interpretation, application or alleged violations of any provisions of this Agreement.

14.02 Any level in the grievance procedure shall be waived if a person hearing the grievance is a subject of the complaint.

14.03 The parties to this Agreement agree that it is of the utmost importance to address complaints and grievances as quickly as possible.

Informal Stage

14.04 Before a Grievance is filed at Step 1, an Employee or local Union Representative, may raise, verbally or in writing, a complaint with the Site Coordinator or Designate to provide the Site Coordinator with an opportunity to address any concern or complaint before moving to the formal procedure provided that:

a) the complaint or concern is raised within five (5) Business Days of when the Employee or local Union Representative became, or ought reasonably to have become, aware of the circumstances giving rise to the complaint or concern; and

b) the Site Coordinator or designate shall respond to the complaint/concern within five (5) Business Days of the complaint/concern being raised.

14.05 An Employee shall have the right to Union Representation during any part of the Informal Stage.

14.06 If a complaint or concern cannot be resolved at the Informal Stage, an Employee or local Union Representative may file a formal grievance.

Grievance Step 1

14.07 An Employee will submit a formal grievance to the Site Coordinator or Designate, in writing, including electronic communication, within:

- a.) ten (10) Business Days from when the Employee became, or ought reasonably to have become, aware of the circumstances giving rise to the concern/complaint; or
- b.) ten (10) Business Days from the Company's response to an informal complaint or concern.

14.08 Within seven (7) Business Days of receipt of a formal grievance, the Site Coordinator or Designate will convene a Step 1 Grievance Meeting with the Grievor, a Union Representative, and an Employer Representative.

14.09 The Site Coordinator shall give the Employee and Union representative his/her decision in writing, including electronic communication, within seven (7) Business Days of the Step 1 Grievance Meeting.

Grievance - Step 2

14.10 Should the Site Coordinator's or Designate's position be unsatisfactory to the Grievor, the Union shall transmit the grievance, in writing, including electronic communication, to the attention of the President of the Company or Designate within fifteen (15) Business Days. The President of the Company or Designate shall convene a meeting with the Grievor and the Alliance Representative and the designated Union Representative as soon as practically possible, but not later than fifteen (15) Business Days after the Company receives notification of a grievance transmittal.

14.11 The Company shall issue a response to the Grievor and Union Representative(s) following a Step 2 meeting within seven (7) Business Days.

14.12 In the event that the grievance is not settled to the Grievor's satisfaction, it may be referred to Arbitration by written notice given by the Union to the Company within thirty (30) Business Days in accordance with the procedure and conditions in the arbitration clause hereinafter set forth.

14.13 Discharge

A claim by an Employee other than a probationary Employee that he has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged with the Company President or Designate within seven (7) Business Days after the Employee ceases to work for the Company. A grievance concerning discharge shall follow the timeline set out in Step 2 thereafter.

14.14 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 arbitral, or where an allegation is made that this agreement has been violated, either of the parties after properly exhausting all Steps of the

Grievance procedure set forth in this Agreement, may notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the first part's suggestions for an impartial Arbitrator. The recipient of the notice shall within thirty (30) Business Days inform the other party of the name of its suggestions. If the recipient of the notice fails to suggest an Arbitrator or if the parties fail to agree upon an Arbitrator thirty (30) Business Days, the appointment shall be made by the Minister of Labour for the Province of Ontario upon the request of either party.

- 14.15 The Arbitrator will hear and determine the difference or the allegation and shall issue a decision and the decision is final and binding upon the parties and upon the Company and any Employee affected by it. Before proceeding to arbitration the parties hereto may mutually agree in writing to appoint a mediator satisfactory to both to attempt to have the parties settle their dispute, the cost of such mediator to be shared equally by the parties.
- 14.16 The Arbitrator shall not be authorized to make any decision which is contrary to, or inconsistent with, the provisions of this Agreement, or to deal with any matter which is not covered by this Agreement. The decision of the Arbitrator shall be binding on both parties.
- 14.17 The compensation and expenses of the Arbitrator shall in all cases be borne equally by the Company and Union.
- 14.18 Each party to the Arbitration shall pay its own costs and expenses of any witness which it called.
- 14.19 Grievances which involve Company policy in respect to interpretation, application, administration, or alleged violation of the Agreement, may be processed commencing at Step 2 of this Grievance Procedure.
- 14.20 The foregoing time limits may be altered by mutual agreement in writing, including electronic communication, between the parties.

Arbitration and/or Ontario Labour Relations Board

- 14.21 The Employer shall grant leave with pay to an Employee called by the Employer or leave without pay to an Employee called by the Union to testify before an Arbitrator or the Ontario Labour Relations Board.

Article 15 – Seniority

- 15.01 Seniority shall mean an Employee's length of continuous service with the Company and any predecessor Company for the Client. Seniority for purposes of lay-off, job posting, request for vacation, but not amount of vacation, shall be the

date of hire with the Company and any predecessor Company for the Client. Seniority for all other purposes shall be the date of hire with the Company.

15.02 Seniority lists will be prepared by the Union, presented to the Company and will be posted by the Company for a period of fourteen (14) calendar days within one (1) month after the signing of this Agreement. After such posting, the list shall become final as to the Employee's names and dates designated on it, except as it relates to any Employee who has disputed the accuracy of his seniority date while the list was posted, in which case it will be subject to any adjustment under the Grievance Procedure if established to be inaccurate. Seniority will be brought up-to-date every twelve (12) months and a copy will be given to the Steward of the Local Union and a copy posted on the bulletin board. All Employees will be on probation until they have completed three (3) months with the company.

15.03 An Employee's seniority will be lost if he:

- a) quits the employ of the Company for any reason;
- b) is discharged and is not reinstated through the Grievance Procedure or Arbitration;
- c) is laid off for a continuous period exceeding twelve (12) months;
- d) fails to return to work within three (3) working days of being notified of recall. An Employee shall be deemed to be notified of recall on the second (2nd) day following the posting of a registered letter to that effect addressed to the Employer's most recent address on the Company's files;

Note: It shall be the responsibility of the Employee to keep the Company informed of his current address and telephone number.

- e) fails to return to work on the first scheduled day following the Expiration of an authorized leave of absence unless the Employee notifies the Company in writing at least twenty-four (24) Hours in advance to request an extension of the Leave of Absence, or utilizes a leave of absence for purposes other than those for which the leave of absence was granted unless such notice is not possible because of emergency situations;
- f) is absent for five (5) consecutive working days without notifying the Company or is absent for this period without a reason satisfactory to the Company in its sole discretion;
- g) retires or is retired.

- 15.04 In the cases of increases or decreases in the work force, and subject to the provisions in **Article 6 – Reduction of Work**, senior Employees shall be entitled to preference over junior Employees provided that the senior Employee has the ability and qualifications to perform the available work. Seniority rights shall not be exercised, however, to displace an Employee in a higher-rated classification. It is agreed that probationary Employees will be laid off first.
- 15.05 In regard to any claim by an Employee that he maintains seniority during a period of personal illness, it is understood that the Company shall have the right to require any Employee affected to provide a medical certificate satisfactory to the Company.
- 15.06 It shall be the duty of Employees to notify the Company promptly in writing of any change in their address. If an Employee fails to do this, the Company will not be responsible for failure of any notice to reach such Employee.
- 15.07 When a member of the bargaining unit applies for and is hired at another Company worksite, the employee shall carry their seniority from one worksite to another. There shall be no probationary period. The employee shall apply within thirty (30) days of relocation.

Article 16 – Labour/Management Consultation

- 16.01 The parties agree to establish an active Labour/Management Committee
- 16.02 The Committee shall be made up of an equal number (not less than two (2) of each) of non-bargaining unit persons and bargaining unit persons who have completed their probationary period, with one (1) of the non-bargaining unit persons being the Site Manager or designate. Both the Union and the Company shall confirm in writing to each other their Committee Representative.
- 16.03 The Committee shall keep minutes of its meetings. A copy of the minutes agreed by both parties will be forwarded to the Stewards and the Union Office.
- 16.04 The Committee shall appoint from among themselves, co-chairpersons and a recording secretary. These positions may rotate as agreed upon by the Committee.
- 16.05 The Committee shall meet as often as required, but at least once every three (3) months should either party request the meeting. Meetings shall be convened upon a minimum notice of one (1) week, with time and date of the meeting to be set by mutual agreement. The agenda for the meeting shall be in writing with finalized copies given to all committee members at least three (3) days before the meeting.
- 16.06 Regular committee meetings will be held after shift hours so that they will conflict as little as possible with the work shifts of the Employees on the

committee. Should committee meetings be held during an Employee's regular work time, the Employees serving on the Committee shall be paid at their regular hourly rate for the meeting time, up to a maximum of two (2) hours.

- 16.07 The Committee shall deal with all matters of mutual concern, however, the Committee shall not deal with grievances that have been submitted in the formal process, nor shall it deal with negotiation issues and it is not empowered to alter or amend any of the terms of this Collective Agreement or infringe on the requirements and minimum standards of the Company's service contract.
- 16.08 Any Employee or non-bargaining unit person may refer matters to the Committee for consideration. Such referrals shall be in writing to the Committee.
- 16.09 After having been dealt with by the Committee, any unresolved issue(s) may be forwarded by a committee member to the Company's Head Office. The Company's representative(s) from its head office and a Union representative will convene a meeting with the Committee to discuss the matter. Such a meeting shall take place within forty-two (42) days of being referred to the Company.

Article 17 – Health and Safety

- 17.01 The Company, Union and Employees agree to mutually work towards maintaining high standards of Health and Safety in the workplace in order to prevent injury and illness to Employees.
- 17.02 The Company and Union shall abide in all respects with the requirements of the *Occupational Health and Safety Act*, as amended. The Company shall develop and issue safe practice regulations in consultation with the Health and Safety Committee. The Company shall ensure all of its Managerial representatives are trained and able to fulfill the duties of their jobs and exercise their managerial powers in ways that maintain the health and safety of all Employees. The Company shall ensure that all Employees of the Bargaining Unit and Supervisors and/or Managers are trained to fulfill the duties of their job in ways that are healthy and safe.
- 17.03 A joint Health and Safety committee with representatives from the Company and Union shall be established in order to promote the Health and Safety of Employees, and shall act in accordance with the *Occupational Health and Safety Act*, as amended.
- 17.04 Joint Health and Safety Committees
- a) The Company and the Union recognize the need for constructive and meaningful consultations on Health and Safety matters;
 - b) (i) The Employees appointed to the Joint Health and Safety

Committees shall perform the duties assigned to them without the loss of salary or benefits during regular work shift;

- (ii) Union representatives on Health and Safety Committees shall be provided necessary training in order to carry out their responsibilities as required by the Ontario *Occupational Health and Safety Act*. (All time spent in training shall be without loss of salary during regular work shift).
- (iii) Committees shall be entitled to time off from work (without pay) to attend seminars, conferences, courses sponsored by governments, clients, contractors or the Union where such courses give instruction on upgrading on Health and Safety matters, as approved by the Company.

Notwithstanding anything to the contrary contained herein, in the event of any conflict of wording between Article 17 herein and the *Occupational Health and Safety Act* as amended from time to time, the wording of the said *Act* shall apply.

17.05 When any Employee notes that the quality of the environment is deteriorating, he/she is obliged to inform the Company and the Health and Safety Committee without delay in writing or orally if he/she believes the situation is urgent.

Accordingly, the Company shall:

- (a) (i) ensure that the situation is investigated and that corrective action is taken and where practical, allow a Union representative of the Health and Safety Committee to participate in the investigation:
- (ii) place the matter on the agenda of the next meeting of the Joint Health and Safety Committee.
- (b) Any investigation report arising from the examination of a problem will be sent to the Local of the Union.
- (c) If the Union is not satisfied with the results of the investigative report, it may request that the Joint Health and Safety Committee conduct another investigation
- (d) The Union representative must be present at all investigations or inspections arising under paragraph (c) of this clause.

17.06 The Company agrees to provide at no expense to the Employee, appropriate transportation to the nearest physician or hospital and from there to place of work depending on the decision of the attending physician when such services are immediately required for an Employee as a result of:

- (a) injury on the job, or

- (b) heart attack or other serious ailment which occurs on the job. The Company shall notify the Local of incidents of this nature.

17.07 The Company will assume the cost of providing all Employees with GHS WHMIS training. Current certificates covering GHS WHMIS will be provided. Employees will attend GHS WHMIS training at without penalty.

17.08 Any Employee may refuse to work or to do particular work where he or she has reason, acting reasonably, to believe that:

- (a) any equipment, machine, device or thing the Employee is to use or operate is likely to endanger himself, herself, or another worker; or
- (b) the physical condition of the workplace or the part thereof in which he or she works is likely to endanger himself or herself; or any equipment, machine, device or thing he or she is to use or operate or the physical condition of the workplace or the part thereof in which he or she works is in contravention of the Ontario *Occupational Health and Safety Act* and such contravention is likely to endanger himself, herself, or another worker.

17.09 Report of refusal to work: Upon refusing to work or do particular work, the Employee shall promptly report the circumstances of the refusal to his or her Site Manager who shall forthwith investigate the reporting in the presence of the Employee and if there is such in the presence of one of:

- (a) a committee member who represents workers, if any;
- (b) a Health and Safety Representative, if any or
- (c) a worker who because of knowledge, experience and training has been selected by the Union, who shall be made available and who shall attend without delay.

17.10 Worker to remain near work station: Until the investigation is completed the worker shall remain in a safe place near his or her work station.

17.11 Refusal to work following investigation: Where following the investigation or any steps taken to deal with the circumstances that caused the worker to refuse to work or to do particular work, the worker has reasonable grounds to believe that:

- (a) the equipment, machine, device or thing that was the cause of the refusal to work or do particular work continues to be likely to endanger himself, herself or another worker:

(b) the physical condition of the workplace or the part thereof in which he or she works continues to be likely to endanger himself or herself; or

(c) any equipment, machine, device, or thing he or she is to use or operate of the physical condition of the workplace or the part thereof in which he or she is to work is a contravention of the *Occupational Health and Safety Act* and such contravention continues to be likely to endanger himself, herself, or another worker, the worker may refuse to work or do particulate work and the Employer or the Employee or a person on behalf of the Employer or Employee shall cause an inspector to be notified thereof.

17.12 Investigation by Inspector: An inspector shall investigate the refusal to work in consultation with the Employer or a person representing the employer, the Employee and if there is such, the person mentioned in Article 17.09 (a) (b) or (c).

17.13 Decision of Inspector - The inspector shall, following the investigation referred to in Article 17.12, decide whether the machine, device or thin or the workplace or part thereof is likely to endanger the worker or another person.

17.14 Report In Writing - The inspector shall give his or her decision in writing, as soon as is practicable, to the Company, the Employee, and if there is such, the person mentioned in Article 17.09 (a) (b) or (c).

17.15 Worker to remain in a safe place pending decision - Pending the investigation and decision of the inspector, the worker shall remain at a safe place near his or her work station during the worker's normal working hours unless the Employer assigns the worker reasonable alternative work during such hours.

17.16 Duty to Advise Others - Pending the investigation and decision of the inspector, no worker shall be assigned to use or operate the equipment, machine, device or thing or to work in the workplace or in the part of the workplace being investigated unless, in the presence of a person described in Article 17.17, the worker has been advised of the other worker's refusal and of his or her reasons for the refusal.

17.17 Person referred to in Article 17.16 must be:

(a) a committee member who represents workers and if possible, who is a certified member;

(b) a Health and Safety representative, or a worker who because of his or her knowledge, experience and training is selected by the Union to represent them.

17.18 Entitlement to be Paid: A person shall be deemed to be at work and shall be paid at the regular or premium rate, as may be proper.

(a) for the time spent by the person carrying out the duties under Article 17.09 (a) (b) or (c) and 17.12 of a person mentioned in Article 17.09 (a) (b) or (c)

(b) for the time spent by the person carrying out the duties under Article 17.16 of a person described in Article 17.17.

17.19 Administration of Legislation: Any right or benefit not stipulated in the Article and conferred on the Employees of the Employer by any legislation or regulation applicable to the parties in connection with health, safety or the environment of the workplace is an integral part of this Article.

17.20 Protection for Pregnant or Breast Feeding Worker

An Employee who is pregnant or breast-feeding has the right to stop work and take leave without pay for the period of leave beginning with the pregnancy to the end of the 24th week following the birth as indicated by the medical certificate provided by the doctor of the Employee's choice if by reason of the pregnancy or nursing continuing any of her current functions may pose a risk to her health and that of the fetus or child.

The Company shall consider any request for re-assignment and/or job modification in consultation with the Union and, where reasonable practical, shall modify the Employee's job functions or re-assign her.

An Employee's request to be re-assigned must be accompanied by a medical certificate supplied by a doctor of the Employee's choice stating the duration of the potential risk and the activities or conditions to avoid in order to eliminate the risk.

The Employee will be granted a leave of absence without pay for the duration of the risk period as indicated by the medical certificate until the Employer:

(a) modifies her job functions or re-assigns her, or

(b) advises her that it is not reasonably practicable to modify her job functions or to reassign her. The Employer will confirm this in writing.

- 17.21 The Company shall provide the Employee with immunization against communicable diseases where there is a risk of incurring such diseases in the performance of their duties provided the Employer is reimbursed by the Client.
- 17.22 Where the Company requires an Employee to undergo an occupational health examination by a qualified practitioner, satisfactory to the Company, such examination will be conducted at no expense to the Employee. An Employee shall be granted leave without loss of pay to attend the examination.
- 17.23 Employees asked to work alone on an evening, weekend or night shift in a building with no occupants, may request to have another employee with them or a change to their work assignment to an alternate location where they are not required to work alone. No requests shall be unreasonably denied.

Mental Health in the Workplace

- 17.24 The Parties agree that psychological well-being is a priority when it comes to ensuring a workplace is healthy and safe. The parties are committed to working together to remove or minimize barriers, such as stigma and attitudinal barriers, to a psychologically healthy and safe workplace.
- 17.25 As such the Parties agree that the Joint Health and Safety Committee shall establish a standing agenda item regarding Mental Health in the Workplace. Under such standing agenda item, the Committee shall:
- (a) Establish Terms of Reference for approaching Mental Health in the Workplace that are consistent with the principles outlined in 24.25;
 - (b) Identify training opportunities or events for Employees and Management
- 17.26 There shall be no reprisal or retaliation nor any threat of reprisal or retaliation against an Employee for pursuing rights under this Article or any applicable Health and Safety Law or Regulation, or for participating in proceedings under this Article or any applicable Health and Safety Law or Regulation. Further, there shall be no reprisal or retaliation nor any threat of reprisal or retaliation against an Employee for reporting any activity, behavior, or practice that is harmful to any party in the workplace. Any such alleged reprisal or retaliation or threat thereof shall be grounds for filing a grievance.

Pandemic/Epidemic/Infectious Outbreak Policies, Processes and Procedures

- 17.27 Employer Health and Safety policies, processes and procedures, where applicable, shall align with and shall not contravene Canadian Forces Base 8-Wing Trenton, Hastings Prince Edward Public Health Authority Guidelines, nor Municipal, Provincial, or Federal laws, as amended.

Article 18 - Staffing

- 18.01 The Company shall post all permanent vacancies including newly created positions, in the bargaining unit, except the Company is not required to post vacancies of a temporary nature including vacancies known to be of six (6) months or less. Permanent vacancies herein shall include only the General Cleaners and Heavy Duty positions, both full-time and part-time.
- 18.02 The postings shall be for a minimum of ten (10) calendar days. The closing date shall be identified on all postings. For the purposes of Job Posting, periods of time referred to in days shall be deemed to mean such periods of time calculated on consecutive calendar days, exclusive of weekends and Statutory Holidays.
- 18.03 The posting shall contain the following information;
- a) The summary of duties of the position to be filled;
 - b) The salary/hourly rate for the position(s);
 - c) The number of positions being filled as a result of the competition;
 - d) The threshold qualifications required for the position(s), including education, knowledge, abilities, skills and experience. Such qualifications will be reasonable and reflect the minimum requirement of the position(s) being filled.
- The Company may consider an applicant with demonstrated abilities and experience in lieu of other relevant qualifications. In such cases, The Company will identify this on the posting.
- 18.04 A copy of the posting shall be forwarded to the Union prior to posting on the notice Board.
- 18.05 Except where a posting has been cancelled, in the event that a revised posting is issued prior to the closing date, the original closing date of the posting shall be extended by seven (7) days.
- 18.06 All Employees who apply for a job posting shall be considered to be candidates in the selection process and shall be entitled to have their qualifications for the position(s) considered by the Company. The qualifications of the candidates will be evaluated against the posted qualifications for the position(s). The applicant with the most seniority meeting the required posted qualifications shall be awarded the position provided that the client has not objected to the choice in writing. Where none of the candidates meet the qualifications and requirements of the position(s), the Company may cancel the posting or re-post the position internally before recruiting from outside to fill the position(s) at the Company's

discretion.

The candidate(s) in the bargaining unit shall be advised of the results of the competition as soon as practicable after the selection is made.

- 18.07 The Company shall have the right to remove a successful applicant for a job within the first thirty (30) calendar days if he is unable to properly perform the job. If the Employee does not successfully complete the trial period, he will revert to his prior job and building as will other Employees affected.
- 18.08 The Job posting procedure provided for herein shall apply only to the original vacancy, and not to any subsequent vacancies created by the filling of the original vacancy, except for movement from heavy duty to lead hand, and then heavy duty will be posted.

Article 19 – Hours of Work

- 19.01 The Company agrees to provide all Employees with a thirty (30) minute unpaid lunch break within the first five (5) hours of the commencement of their shift. The timing of this lunch break will be at the discretion of the Company.
- 19.02 The Company agrees to provide all employees who work a minimum of a (7) hour shift two fifteen (15) minute paid rest periods. The company agrees to pay (1) fifteen (15) minute rest period to all employees who work less than a (7) hour shift.
- 19.03 Lunch periods and rest periods shall be deemed to commence at the point at which the Employee leaves the work he is doing and to conclude at the point at which the Employee resumes work.

Article 20 – Overtime

- 20.01 Overtime shall be paid in accordance with the *Employment Standards Act*, as amended from time to time. Wording of the Act shall be available at the Company office.
- 20.02 Overtime hours shall be offered first to the most senior qualified Employee who has agreed to work overtime hours and has not refused an offer to work overtime hours in the previous ten (10) Calendar Days. The Company shall not be obligated to offer extra work to an Employee if it would result in paying the Employee overtime pay.

Article 21 – Statement of Duties

- 21.01 Upon written request, an Employee shall be provided with a complete and current statement of duties and responsibilities of his or her position, including the classification level.

Article 22 – Inspections

22.01 The Company shall provide written instructions for the cleaning tasks required at each location. When an Employee is advised that there have been deficiencies noted during an inspection, the Site Supervisor will provide written descriptions of the inspection deficiency(ies) and corrective actions required. The inspection deficiency shall not be considered discipline unless the Employer advises an Employee that discipline action is being commenced in accordance with **Article 13 - Discipline**.

Article 23 – Classification and Acting Pay

23.01 Every Employee must be classified in accordance with a classification title and wage rate for that title as set out in **Appendix A – Wages**.

- (a) When a new job classification is established within the bargaining unit or when it is changed, the Employer shall provide the Union with a copy of the classification specifications.
- (b) Wage rates for new classifications are to be mutually agreed on by the parties. When the parties fail to agree, the Employer may set an interim rate and if the Union is not satisfied with the rate as set by the Employer, the Union may refer the dispute to arbitration.

23.02 Employees temporarily transferred to a lower pay rate classification shall receive the wage rate of their regular classification for any hours worked at the lower pay rate classification. Employees temporarily transferred to a higher pay rate classification shall receive the wage rate of the higher pay rate classification for all hours worked at the higher pay rate classification.

Article 24 – Job Descriptions

24.01 The Company shall provide the employees in each classification with written job descriptions included in this Article and as amended from time to time to meet the contractual requirements between the Company and client. The position requirements will be determined by the Company in accordance with **Article 4 – Management Rights** and the cleaning requirements as set out in agreements between the Company and the client.

24.02 If amendments are required by either party they shall be submitted to the Union/Management Committee. Any amendments that cannot be agreed upon by either party may be referred to the Minister of Labour who shall appoint an Arbitrator from among persons competent to deal with job descriptions in the cleaning industry.

24.03 General Duty Cleaners report to the Site Manager or Designate. A General

Duty Cleaner performs assigned tasks in a location or locations as determined by the Company in accordance with Company Policies and Procedures. In general, General Duty Cleaning duties include:

- Dusting
- Cleaning/Sanitizing/Disinfecting vertical and horizontal surfaces and fixtures
- Floor sweeping, dry and/or wet mopping
- Vacuuming
- Emptying and removing garbage and recyclables
- Using tools and equipment appropriate for assigned tasks, including small auto-scrubbers (under 22") used as an alternative to mopping.
- Carrying tools and equipment such as cloths and mops to work locations
- Assisting supervisors with tracking, ordering, and replenishing inventory of cleaning products and consumables

24.04 Heavy Duty Cleaners report to the Site Manager or Designate. A Heavy Duty Cleaner performs assigned tasks in a location or locations as determined by the Company in accordance with Company Policies and Procedures. In general, Heavy Duty Cleaning duties include:

- Any General Duty Cleaner task when required
- Periodic floor maintenance including stripping and waxing, buffing and burnishing hard floors, carpet cleaning, using large (22" or more) walk-behind or ride-on auto-scrubbing in excess of fifteen (15) hours per week
- Operating equipment for the completion of floor maintenance
- Lifting and moving furniture and equipment for the purpose of completing cleaning and floor maintenance
- Assisting with loading, unloading and delivering cleaning supplies, consumables and equipment
- Assisting with shuttling of staff and/or company products or supplies

24.05 Lead Hands report to the Site Manager or Designate. A Lead Hand performs assigned tasks in a location or locations as determined by the Company in accordance with Company Policies and Procedures. In general, Lead Hand duties include:

- Any General or Heavy Duty Cleaning tasks when required
- As directed by Site Supervisors, Lead Hands will consult with their assigned teams, consisting of four (4) or more cleaners including themselves, to accomplish daily team work assignments
- Lead Hands shall not exercise any managerial function.

Article 25 – Uniforms

25.01 There shall be no cost to the Employee, when there is a requirement from the Company, for employees to wear a uniform. Uniform may include shirts, pants, and footwear; however, a dress code requirement is not considered a

uniform requirement. If the Company does not supply footwear, Heavy Duty Cleaners are entitled to reimbursement for safety footwear up to \$200 per calendar year. All other Employees are entitled to a reimbursement for footwear up to \$100 per calendar year.

- 25.02 The company shall inform the local President, and PSAC, of any uniform requirements and the Company shall convene a meeting of the Labour/Management Committee, at least (30) thirty days in advance of requiring a new uniform to be worn. The purpose of the meeting is to enter into discussion with the union in regards to deciding the material, design and implementation of a uniform requirement.
- 25.03 Where a uniform is already in place, the Company shall convene at least one (1) meeting of the Labour/Management Committee per Calendar year, to discuss the material, design, and implementation of a uniform requirement.
- 25.04 The Company shall provide Employees with three (3) uniform shirts annually. The Company shall replace Uniforms due to excessive wear and tear within reason. Employees shall have the option of purchasing additional uniform shirts at the Employer's cost. Uniform options shall be appropriate for the duties, functions, and climate.
- 25.05 Employees are entitled to reimbursement for pants of up to one-hundred-and-fifty dollars (\$150) per year.

Article 26 – Allowances

- 26.01 The Company will reimburse employees using their own vehicles when an Employee has agreed to use their own vehicles for a work purpose as requested by the Company. Work purposes include but is not limited to transporting staff or cleaning products and other equipment. The reimbursement rate shall be the same as the Treasury Board kilometric rate as amended from time to time. For Employees that qualify for reimbursement, kilometres shall start at the beginning of an Employee's shift from the Site Office or usual starting point of the employee's shift and continue for all Company business until the end of the Employee's shift at the Site Office or usual ending point.

Article 27 – Paid Holidays

- 27.01 For the purposes of this Agreement, the following days will be recognized as paid holidays:

New Years Day
Good Friday
Civic Holiday
Remembrance Day

Family Day
Victoria Day
Labour Day
Christmas Day

Easter Monday
Canada Day
Thanksgiving Day
Boxing Day

- 27.02 The Company shall pay its Employees for Public Holidays in accordance with the *Employment Standards Act* as amended from time to time. Wording of the Act shall be available at the Company office.
- 27.03 If there is a requirement to have Employees work on any Paid Holiday in this Article, the Company shall post a list for Employees to volunteer to work. If there are more volunteers than needed to work, volunteers shall be selected according to Seniority beginning with the most senior Employee. The volunteer list shall be posted three (3) weeks in advance. Should there not be enough volunteers to cover Operational Requirements, reverse order of Seniority shall apply where the most Junior Employee shall be assigned to work, and each subsequent Junior Employee until the Operational Requirements are satisfied.
- 27.04 If there is a Base or Brigade stand down directive where the Company or an Employee has received notice that Employees are not permitted to access the worksite, Employees shall be paid for their scheduled hours during the stand down. If it is not practical for the Employees to return to work after a stand down of less than five (5) hours as determined by the Company, the Employee shall be paid for the entire shift.

Article 28 – Vacation

- 28.01 In no case shall an Employee earn less than the provisions in the *Employment Standards Act*, as amended from time to time. If the *Employment Standards Act* offers higher provisions, the *Employment Standards Act* shall prevail. An Employee in the active employ of the Company shall be entitled to an annual vacation on the following basis:
- a) Employees having less than one (1) year of service shall receive vacation pay in accordance with the provisions of the *Employment Standards Act*.
 - b) An Employee with more than twelve (12) months continuous service with the Company shall be entitled to two (2) weeks of vacation time and paid four per cent (4%) of his gross annual earnings, excluding vacation pay, representing vacation pay.
 - c) An Employee with five (5) years or more but less than ten (10) years of continuous service with the Company shall be entitled to three (3) weeks of vacation time and paid six per cent (6%) of his gross annual earnings, excluding vacation pay, representing vacation pay.
 - d) An Employee with ten (10) years or more of continuous service with the Company shall be entitled to four (4) weeks of vacation time and paid eight per

cent (8%) of his gross annual earnings, excluding vacation pay, representing vacation pay.

28.02 Vacation year shall be defined as January 1 to December 31.

28.03 For the purpose of determining increased vacation entitlement, the appropriate date shall be the Employees' anniversary date of each year employed by the Company or predecessor Company for the Client.

28.04 Requests for vacation time shall be made in writing to the Site Manager by May 1st of each year.

28.05 Scheduling of Vacation Leave - Employees are expected to take their vacation leave during the year of entitlement. Prior to May 1st, Employees will be asked to provide the Employer with their leave preferences. Subject to operational requirements, the Employer will provide the leave as requested. Employees will be given priority for selection of leave times based on seniority. However, once the leave plan has been published, changes will only be made if they do not adversely interfere with another Employee's scheduled leave.

28.06 Under no circumstances shall the Employer cancel or alter an Employee's vacation leave.

28.07 Vacation leave credits may be carried over into the succeeding year up to a maximum of what the Employee is entitled to.

Carrying over of vacation leave credits will be granted to those who apply in writing by June of any year.

Applications for carrying over of leave credits must clearly state when the leave credits will be used within the twelve (12) month period.

The Company will do its best to meet the requests and will not unreasonably deny any vacation requests.

28.08 Vacation pay shall be paid on the pay period following the vacation for amounts owing up to the start of the vacation with the balance due payable by cheque on one of either the pay period prior to December 25th, or anytime prior to March 31st of the following year.

28.09 An Employee who leaves the service of the Company shall be given the vacation pay to which he was entitled at the time he left the service of the Company.

28.10 Where there are extenuating circumstances, the employer shall make every reasonable effort to grant vacation on short notice.

Article 29 – Leave With or Without Pay

- 29.01 In addition to any provisions outlined in the Employment Standards Act, as amended from time to time, the Company may grant leave of absence of up to one (1) month without pay to Employees for personal reasons having due regard, however, to the operation of the work place, and provided any request for leave of absence is made in writing at least three (3) weeks prior to the start of such leave and the reason for the leave of absence is stated unless the Company agrees to reduce the notice period for emergency situations. At the same time as the Employee provides a start date for the leave of absence, he shall also provide his anticipated date of return from the absence. In cases where events beyond the control of the Employee prevents him from giving at least one month's notice of his return, as much notice as is possible shall be given to the Company.
- All requests shall be kept confidential.
- 29.02 Any permission for leave of absence must be given in writing-
- 29.03 An Employee on approved paid or unpaid Leave shall be entitled to job protection, Seniority in the Bargaining Unit, and Health Care Benefits for the duration of the Leave provided the Employee continues to pay their portion of the contribution.
- 29.04 The Company shall make every reasonable effort to accommodate an Employee who requests time off to fulfill his or her religious obligations. Employees may in accordance with the provisions of this Agreement, request annual leave, or a shift exchange, in order to fulfill their religious duties.
- 29.05 Provision of pregnancy, parental and adoption leaves shall be in accordance with the *Employment Standards Act*, as amended from time to time. Wording of the act shall be available at the Company office.
- 29.06 The employee on Pregnancy, Parental, and/or Adoption leave shall give the Company written notice at least one (1) month in advance of the intended date of commencement and completion of leave. In cases where events beyond the control of the employee prevents him/her from giving one month notice, as much notice as possible shall be given to the company.
- 29.07 Where an Employee intends to return to work from Pregnancy, Parental, and/or Adoption leave sooner than the original date, she shall give the Company at least one (1) months written notice in advance.
- 29.08 An Employee required to serve as a juror or has been subpoenaed as a witness in a court of law shall be granted the required leave without pay. The Employee shall notify the Company as soon as possible after receipt of notice to appear.

Family Medical Leave

- 29.09 In addition to any provisions under the *Employment Standards Act* for Family Medical Leave, Employees shall be entitled to unpaid, job-protected leave of up to two (2) additional weeks in a twenty-six (26) week period.
- 29.10 Family medical leave may be taken to provide care or support to certain family members and people who consider the employee to be like a family member in respect of whom a qualified health practitioner has issued a certificate indicating that he or she has a serious medical condition with a significant risk of death occurring within a period of twenty-six (26) weeks. The medical condition and risk of death must be confirmed in a certificate issued by a qualified health practitioner.
- 29.11 There is no requirement that an employee be employed for a particular length of time, or that the employer employ a specified number of employees in order for the employee to qualify for family medical leave.
- 29.12 Care or support includes, but is not limited to: providing psychological or emotional support; arranging for care by a third party provider; or directly providing or participating in the care of the family member. The specified family members for whom a family medical leave may be taken are:
- the employee's spouse (including same-sex spouse)
 - a parent, step-parent or foster parent of the employee or the employee's spouse
 - a child, step-child or foster child of the employee or the employee's spouse
 - a brother, step-brother, sister, or step-sister of the employee
 - a grandparent or step-grandparent of the employee or of the employee's spouse
 - a grandchild or step-grandchild of the employee or of the employee's spouse
 - a brother-in-law, step-brother-in-law, sister-in-law or step-sister-in-law of the employee
 - a son-in-law or daughter-in-law of the employee or of the employee's spouse
 - an uncle or aunt of the employee or of the employee's spouse
 - a nephew or niece of the employee or of the employee's spouse
 - the spouse of the employee's grandchild, uncle, aunt, nephew or niece
 - Family medical leave may also be taken for a person who considers the employee to be like a family member. Employees wishing to take a family medical leave for a person in this category must provide their employer, if requested, with a completed copy of the Compassionate Care Benefits Attestation form, available from Human Resources and Skills Development Canada, www.hrsdc.gc.ca, whether or not they are making an application for EI Compassionate Care Benefits or are required to complete the form to obtain such benefits

- 29.13 The specified family members do not have to live in Ontario in order for the employee to be eligible for family medical leave.
- 29.14 When requesting Family Leave without pay, the employee must provide a certificate of a qualified medical practitioner indicating that the member of the family is gravely ill with a significant risk of death within twenty-six (26) weeks and that he/she needs a family member to:
- provide for psychological comfort or emotional support;
 - arrange for care by a third party care provider; or
 - directly provide or participate in the care.
- 29.15 An employee returning from Family Leave shall be reinstated into the position occupied at the time the leave commenced, or in a comparable position in the same location, with not less than the same pay and benefits. If during the period of leave, the pay and benefits of the group to which the employee belongs are changed, the employee is entitled, upon return from leave, to receive the same pay and benefits that the employee would have received had he/she been working when the change occurred. An employee on leave will be notified in writing if such a change took place.

Length of service and Seniority continues to accrue while on family medical leave

Emergency Leave

- 29.16 In addition to any provisions in the *Employment Standards Act* as amended from time to time, an employee who is entitled to personal emergency leave can take an additional five (5) days of unpaid leave every calendar year due to:

- Personal illness, injury or medical emergency;
- Death, illness, injury, medical emergency or urgent matter relating to the following family members:

A spouse*, parent, step-parent, foster parent, child, step-child, foster child, grandparent, step-grandparent, grandchild or step- grandchild of the employee or the employee's spouse, the spouse of an employee's child, a brother or sister of the employee, a relative of the employee who is dependent on the employee for care or assistance.

*Note: "spouse" includes both married and unmarried couples, of the same sex or the opposite sex.

- 29.17 An employee is eligible for personal emergency leave because of the

death, illness, injury or medical emergency of, or an “urgent matter” concerning, a specified family member, as listed above. An urgent matter is an event that is unplanned or out of the employee's control, *and* raises the possibility of serious negative consequences, including emotional harm, if not responded to.

- 29.18 Employees are entitled to take personal emergency leave for pre-planned (elective) surgery. Although such surgery is scheduled ahead of time (and therefore not a medical "emergency"), surgeries performed because of an illness or injury will entitle an employee to personal emergency leave.
- 29.19 There is no pro-rating of the entitlement. An employee who begins work part way through a calendar year is still entitled to full emergency leave provisions during the remainder of that year.
- 29.20 Employees cannot carry over unused personal emergency leave days to the next calendar year. Personal emergency leave do not have to be taken consecutively. Employees can take personal emergency leave in part days, full days, or in periods of more than one day. If an employee takes only part of a day as personal emergency leave, the employer can count it as a full day of leave.

Sick Leave

- 29.21 In addition to any Sick Leave provisions offered by the *Employment Standards Act*, an Employee after completing probation and one year of service shall accumulate five (5) paid sick days per year. The parties agree Employees should not attend work when they are ill.
- 29.22 Sick leave shall have no monetary value and cannot be cashed out at the end of a year or a termination of employment with the Company.
- 29.23 Employees shall be allowed to carry over all un-used sick leave credits to a maximum of ten (10) days.

Infectious Disease Emergency Leave and Exposure Testing Leave with Pay

- 29.24 a) Infectious Disease Emergency Leave
An Employee is entitled to leave with pay for up to ten (10) days for time lost due to quarantine or self-isolation where the Employee is ineligible for compensation from Government sponsored emergency programs and the leave is required due to a workplace exposure as required by the Employer, local Public Health Authority or Canadian Forces Base 8-Wing Trenton.
- b) Exposure Testing Leave with Pay
An Employee, who may have been exposed to an infectious illness and requires testing as determined by Local Public Health Authorities, is entitled to leave with pay for up to three (3) days for time lost due to testing.

Personal Leave

- 29.25 In addition to any provisions in the *Employment Standards Act*, an Employee after completing probation and one year of service shall accumulate three (3) personal paid days for leave for any reason. Employees must notify the Company in writing, including by electronic format, at least twenty-four (24) hours in advance of taking such leave, except in emergency situations. Personal leave days will be calculated on a calendar year commencing January 1 of the year following the first year of service and cannot be carried over.

Bereavement Leave

- 29.26 In the event of the death in an employee's immediate family (child, spouse, father, mother, sister, brother, father-in-law, mother-in-law, step-child, grandchildren, common-law spouse, child of common-law spouse, and grandparents), the Company shall grant paid leave of absence of five (5) days, either consecutively or in segments, for the purpose of allowing the employee to make funeral arrangements and to attend the funeral. In the event of the death of an Employee's Uncle or Aunt, the Company shall grant paid leave of absence of one (1) day for the purpose of attending the funeral. The Company reserves the right to request reasonable proof of death.
- 29.27 The Employee may request additional time off without pay under certain circumstances, and such requests will be granted at the discretion of the Employer, but in no instance shall such requests be unreasonably denied.

Leave for Union Business

- 29.28 Subject to Operational Requirements, the Company shall grant the local Union leave without pay for up to five (5) Employees for the purposes of Union training, conventions or conferences, or any other official Union event. Any requests must be made at least two (2) weeks in advance. No Employee shall lose Seniority for any time off for Union Business. No request shall be unreasonably denied.

Union Leave for service on a Bargaining Team

- 29.29 The Company agrees to recognize a Union Negotiating Committee of up to three (3) Employees of the Bargaining Unit. No Employee shall lose Seniority for any time served on a Bargaining Team, which includes caucus and preparation time as well as time in Bargaining or for any process related to the Bargaining Process as outlined in the *Ontario Labour Relations Act*.
- 29.30 At the request of the Union, the Company shall pay members their regular salary

for business relating to Negotiations and invoice the Union accordingly and by mutual agreement.

Article 30 – Benefits

- 30.01 The Employer shall provide all full-time, non-probationary Employees with benefit coverage as outlined in the attached Appendix 'B'. In addition to Appendix B, and commencing September 1, 2017, the plan shall also cover Dental coverage of %80 up to \$2000 per year. The Employer agrees to maintain the level of benefits as provided for herein, and any such changes shall invoke Article 30.04, should the benefit provider introduce changes.
- 30.02 Enrolment: Employees will have the option to enrol in the plan with either single or family coverage and will have thirty (30) days to upgrade coverage from single to family with no requirement to complete a medical questionnaire. After thirty (30) days there will be a requirement for a medical questionnaire, however, there is no limit on when an Employee can apply to enrol in the plan or change coverage from single to family.
- 30.03 The Employer is responsible for the administration and application of the benefit plan referred to herein.
- 30.04 The Insurance and Benefits shall not be changed or modified by the Employer during the life of this Agreement except by negotiation and the mutual agreement of both parties.
- 30.05 The Benefit Provider will provide each employee with a Pay Direct drug card, and a benefit book detailing coverage entitlement.
- 30.06 Benefit Premium Breakdown:

Benefit Plan Premium Cost Summary

Single Coverage:

Premium: 100% Employer Paid

Family Coverage:

Premium: Employer and Employee Paid

Employee Cost = \$95.00 per month *new rate effective December 1, 2020 when Drug coverage moves to 80% coverage

Note: The employee cost for Family Coverage will be paid through deduction from the employee's bi-weekly net pay.

Article 31 – Wages

31.01 Wages shall be paid in accordance with Appendix "A" attached hereto and forming part of this collective agreement.

Appendix "A" - Wages

Increments of service	Sept. 1, 2020	Sept 1, 2021	Sept 1, 2022
0-3 months	\$16.25	\$16.50	\$16.75
3 months – 2 years	\$17.50	\$17.80	\$18.30
2 – 5 years	\$18.25	\$18.50	\$18.80
5 years or more	\$18.75	\$19.00	\$19.30

Day Shift Premium:

Heavy Duty Cleaner: \$1.00 per hour

Lead Hand: \$1.50 per hour

Night Shift Premium:

General Duty Cleaner: \$1.00 per hour

Heavy Duty Cleaner: \$2.00 per hour

Lead Hand: \$2.50 per hour

Out of Scope Emergency Pandemic and Specialized Cleaning:

An Employee shall be paid the higher of either \$25.00 per hour, or a premium of five dollars (\$5.00) extra per hour, for emergency pandemic and special projects outside of the Employer's service contracted Scope of Work and the duties of their respective Job Classifications.

Article 32 – Social Justice Fund

32.01 The Company agrees to pay the PSAC Social Justice Fund Five Hundred dollars (\$500.00) per Calendar year.

Article 33 - Term of the Collective Agreement

33.01 DURATION

- (a) This term of this collective agreement shall be from September 1st, 2020 to August 31st, 2023.

Thereafter, the Agreement shall continue in full force and effect from year to year, subject to the right of either party to serve notice to commence bargaining as provided for in the appropriate labour legislation of Ontario.

During the period when negotiations are being conducted between the parties for the renewal of this Agreement, the present Agreement shall continue in full force and effect until:

- (b) (i) The Union commences a legal strike or
(ii) The Company commences a legal lockout, or
(iii) The parties enter into a new or further Agreement.

Signed remotely this 26th day of August 2020

For the Public Service Alliance of Canada
And its local, UNDE 00650:



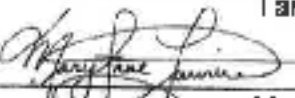
Marc Sisson



CK Selmes



Tanisha DeSilva



MaryAnne Laurico



Craig Reynolds

Regional Executive Vice President
PSAC Ontario

For Commercial Cleaning Services



Dan Soucie



Rachael Forgeron

Memorandum of Agreement #1 – Commercial Cleaning Services in Hastings County

In the event that Commercial Cleaning Services adds new worksites in Hastings County serviced by Employees of Commercial Cleaning, the parties agree to negotiate separate wage grids or classifications should the Employer notify the Union of the will to do so. Failing such notification, the wages outlined in **Appendix A** shall apply to any new worksite. If the parties fail to come to an agreement, the parties agree to refer the matter to Arbitration.