

COLLECTIVE AGREEMENT

between

**Toure Cleaning Services
at Canadian Forces Base
Garrison Petawawa
(Hereinafter called the Employer)**



and

**The Public Service Alliance of Canada
(Hereinafter called the Union)
UNDE Local 00639**



Effective May 1, 2022 to April 30, 2027

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Article 1 - Purpose

- 1.01 The general purpose of the Agreement between the Employer 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 or feminine gender in this Agreement shall be considered also to include all genders.
- 1.03 Where "Canadian Forces Base Petawawa" appears, the parties understand it to reference Garrison Petawawa.

Article 2 - Recognition and Scope

- 2.01 The Employer recognizes the Public Service Alliance of Canada as the sole and exclusive bargaining agent for "all Employees of Toure Cleaning Services at Canadian Forces Base Petawawa, save and except inspectors, supervisors and persons above the rank of supervisor" as described in the certificates issued January 22, 2010.
- 2.02 Incumbents 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 Employer 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, or for demonstration for the purpose of introducing new equipment or product or process into the worksite.
- 2.05 During the term of this Agreement, the Employer 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 – Definition

For the purpose of this agreement:

- (a) "Client" means a specific part with whom the Employer has a contract (e.g. PWGSC and/or Department of National Defence Technical Authority at C.F.B. Petawawa).
- (b) "Contract" means an agreement under which the Employer provides services to a specific part (e.g. Agreement between the Employer and PWGSC at C.F.B. Petawawa).
- (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 000639.
- (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 fact or contents require.
- (g) "Resident Manager and Assistant Manager" is defined as the full-time indeterminate Resident Manager and full-time Assistant Manager.
- (h) "Business Day" – shall be defined as Monday to Friday, excluding statutory holidays and Saturday and Sunday.
- (i) "Calendar Day" – One sequential Twenty-four (24) hour period as denoted on a calendar, regardless of the day of the week.
- (j) The words "ability to do the job" mean ability to perform the required work by virtue of the Employee's training, education, experience, knowledge, skills and abilities following a reasonable familiarization period not to exceed thirty (30) Calendar Days as referenced in 16.07.

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 Employer, its facilities and direction of its Employees are fixed exclusively in the Employer. Without limiting the generality of the foregoing, the Employer 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, and to discipline or discharge Employees, provided that an Employee has completed their probationary period, for just cause in accordance with the agreement;
- (b) select, hire, transfer, assign to shifts and work areas, promote, demote, classify, lay-off and recall Employees, and

- c) 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 shift, 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 Employer at any time and how many shall work on any job, the number of hours to be worked, starting and quitting 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 their first three (3) months of employment and will have no seniority rights during that period. After completion of their probationary period, the Employee's seniority shall date from their most recent date of hire. The probationary period may also be extended by mutual agreement of the Union and the Employer. Such Employer requests for extensions shall not be unreasonably denied. Extensions will be for no more than three (3) months.
- 5.03 The parties agree that probationary Employees may be laid off, dismissed or terminated without cause during the probationary period.
- 5.04 The Employer shall inform the Employee for the reason for failing completion of their probation.

Article 6 - Reduction of Work

- 6.01 The Employer agrees to keep the Union informed of reductions and/or cancellations affecting contract and will, if requested, provide 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 Employer 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 Employer 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 the fifteenth (15th) day of each month following the 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 Employer from the pay of Employees in the Bargaining Unit.
- 7.06 The parties agree to indemnify and save each other harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by a Party and such claim or liability would be limited to the amount actually involved in the error.

Article 8 - No Discrimination, No Harassment, No Violence

- 8.01 The Employer 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:

1. making remarks, jokes or innuendos that demean, ridicule, intimidate, or offend;
2. displaying or circulating offensive pictures or materials in print or electronic form;
3. bullying or other forms of psychological harassment;
4. 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 an Employee in the 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 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 an Employee 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 an Employee, in the workplace, that causes or could cause physical injury to the Employee;
- (b) an attempt to exercise physical force against an Employee, in the workplace, that could cause physical injury to the Employee;
- (c) a statement or behaviour that it is reasonable for an Employee to interpret as a threat to exercise physical force against the Employee, in the 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 their normal work function would not normally be considered workplace harassment.

This may include:

1. changes in work assignments, scheduling, job assessment and evaluation, workplace inspections, implementation of dress codes and disciplinary action.
- 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, and Employees shall be notified of their right to Union representation prior to any meeting with the Employer to investigate such complaints.
 - 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.
 - 8.11 The Employer agrees to provide the Local Union with harassment complaint investigation reports. A copy will be provided to the Union President.
 - 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.
 - 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 Employer 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 Employer 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 Employer 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.
- 8.19 Where an allegation of sexual misconduct is reported to the Site Manager or General Manager, the Site Manager or General Manager will report that allegation to a Commanding Officer on site.

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 themselves in a manner which will not interfere with the normal operation of the Client premises during their visit.
- 9.02 Upon request occasional meetings of Union representatives shall be permitted on site. A Union representative shall provide forty-eight (48) hours' notice and submit such requests in writing to the Resident Manager or Designate. Union representatives shall undertake to arrange and conduct said meetings outside of working hours. Said requests shall not be unreasonably denied by the Employer.

Article 10 – Information

- 10.01 Upon the request of the Union, the Employer shall provide to the local Union President, on a quarterly basis, a complete list of all persons employed by the Employer, in the client work location. This list shall include an up-to-date list of each employee's first name, legal 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. Such requests will not be made by the Union unless there is a change to the list.
- 10.02 The Employer shall provide the local, within a period of fifteen (15) days, with the names and classification of newly hired Employees.
- 10.03 The Employer 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 cost of printing the Collective Agreement will be paid by the Union.
- 10.04 The Employer shall ensure that new Employees receive the Union information package along with the Employer hiring package. This package shall include, but not be restricted to, the Collective Agreement and names and addresses of Union representatives but not inappropriate material.

- 10.05 The Employer agrees to provide to the President of the local Union of PSAC a copy of the Employer's current organization chart for Garrison Petawawa work site as amended from time to time.
- 10.06 The Employer 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. The bulletin board will be located at a mutually agreeable site on client location subject to client approval.

Article 11 - No Strike - No Lockout

- 11.01 The parties having entered into this Collective Agreement in mutual good faith, the Employer 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 in the Bargaining Unit shall not honour any picket lines at any location for which the Employer 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 Employer's or Client's premises, the Employer will ensure a safe access to the workplace. 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 Employer.
- 12.02 The Union shall furnish the Employer 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 the Employer requires the presence of a Union representative at a meeting, such request will be communicated to the Union.
- 12.04 The Employer recognizes the right of the Union to elect or appoint Union representatives for the purpose of assisting other Employees in the processing or presentation of grievances. The Union shall at all time keep the Employer notified in writing of the names of the Employees who are acting in the capacity of Union representatives.
- 12.05 It is understood that the Union representatives will have to do the work assigned to them by the Employer, and if it is necessary that they investigate a grievance during working hours, they will not leave their work before obtaining the permission of the Supervisor in charge. Such permission shall not be unreasonably denied. When

returning to their regular work, they will report themselves to the Supervisor or Designate.

- 12.06 The Union will, within fifteen (15) days after the date of signing of this Agreement, notify the Employer, in writing, of the names of the Union representatives. The Union will inform the Employer, in writing, within ten (10) days when any change will take place in the Union representatives. No Union representative will be recognized by the Employer 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 Employer will compensate Union representatives at their regular straight time hourly rate of pay for time spent in meetings with the Employer if a meeting takes place while Stewards are on shift.
- 12.08 Meetings involving grievances shall be at times that are mutually agreed upon by the parties during normally scheduled working time. A grievor and Union representative who attends such a meeting shall not suffer any loss of pay for time spent at such a meeting.

Article 13 – Discipline

- 13.01 The Employer 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. No Employee covered by this Agreement shall be disciplined in any manner that is arbitrary, discriminatory, or in bad faith.
- 13.02 It is agreed that discipline shall be issued within the first five (5) shifts the Employee works following the date of the incident. Where there is a basis for the request to extend time limits and where the request is made in writing (including via electronic mail) in advance of the expiry of the time limits, consent to a brief extension will not be unreasonably withheld.
- 13.03 The parties agree that the step progression of discipline that may be imposed upon an Employee are:
- Verbal warning or counselling
 - Written warning
 - Formal warning
 - Suspension
 - Discharge.
- 13.04 When an Employee is suspended from duty or terminated, the Employer shall notify the Employee in writing of the reason for such suspension or termination.
- 13.05 When an Employee is required to attend a meeting, the purpose of which is to conduct a disciplinary hearing concerning them or to render a disciplinary decision concerning them, the Employer shall advise the Employee that they are entitled to

have, at their request, a representative of the Union attend the meeting. The Employee shall receive a minimum of one (1) day notice of such a meeting.

- 13.06 The Employer shall notify the local representative of the Union within one (1) Calendar Day that such a suspension or termination has occurred.
- 13.07 The Employer 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.
- 13.08 Similar or like violations shall be considered together when determining discipline. 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.
- 13.09 An Employee shall have a right once every six (6) months to examine all documents pertaining to them in the Employee file. Examination of such a file shall occur forty-eight (48) hours upon written request by the Employee. The review will take place in the presence of the Resident Manager or Designate. An Employee may request a photocopy of documents in their file.
- 13.10 It being understood by the parties hereto that the Employer and its Employees may be subject to the authority and satisfaction of the Employer's clients, the Employer 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 Employer;
 - (b) If an Employee fails to seek prior approval for leave, the nature of which is not personal, and is found to be booking shifts off to work for another Employer;
 - (c) If an Employee has not completed their probationary period;
 - (d) If a client of the Employer requests in writing to have an Employee removed from the client's site at which work is to be performed;
 - (e) If an Employee is convicted of 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;
 - (f) 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 Employer's site Office phone line 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;
 - (g) If an Employee is absent for five (5) consecutive working days without notifying the Employer or is absent for this period without a reason satisfactory to the Employer in its discretion.

The parties agree that the above list is not exhaustive and does not restrict the ability of the Employer to discharge an Employee for reasons not listed above, subject to any rights that the Union and the Employee would have to grieve that discharge.

- 13.11 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 Employer, the Employer shall review the concerns of the client and will try to reconcile the situation.
- 13.12 Where the Employer is unable to reconcile the situation to the satisfaction of the Client, the Employee shall be transferred to another building if reasonably possible. Failing all of the above, the Employee shall be discharged.
- 13.13 From time to time, the Client may issue contractual and/or site specific regulations. Such regulations shall be communicated, in writing, to the President of the Local Union. Employees shall carry out their work in accordance with such contractual and/or specific site regulations. Failing to do so, Employees may be subject to discipline as outlined in this Article.

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 may raise, verbally or in writing, a complaint with the Site Manager or Designate to provide the Manager 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 became, or ought reasonably to have become, aware of the circumstances giving rise to the complaint or concern; and
 - (b) the Employer 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 may file a formal grievance.

Grievance Step 1

14.07 An Employee will submit a formal grievance, 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 Employer's response to an informal complaint or concern.

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

14.09 The Site Manager or Designate shall give the Employee and Union representative their decision in writing, including electronic communication, within five (5) Business Days of the Step 1 Grievance Meeting.

Grievance - Step 2

14.10 Should the Site Manager'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 General Manager or Designate within fifteen (15) Business Days. The General Manager or Designate or their 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 twenty (20) Business Days after the Employer receives notification of a grievance transmittal.

14.11 The Employer shall issue a response to the Grievor and Union Representative(s) following a Step 2 meeting within five (5) 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 Employer 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 they have been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged with the General Manager or Designate within seven (7) Business Days after the Employee ceases to work for the Employer. 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 Employer 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 Employer 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 Employer 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 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 Employer including length of continuous service with the predecessor Employer 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 Employer or predecessor Employer for the Client, if applicable. Seniority for all other purposes shall be the date of hire with the Employer.

15.02 Seniority lists will be prepared by the Employer and presented to the Union and will be posted by the Employer 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 their 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 Union and a copy posted on the bulletin board. All Employees will be on probation until they have completed three (3) months with the Employer.

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

- (a) quit the employ of the Employer for any reason;
- (b) are discharged and are not reinstated through the Grievance Procedure or Arbitration;
- (c) are laid off for a continuous period exceeding twelve (12) months;
- (d) fail to return to work within three (3) working days of being notified of recall. Notice of recall shall be sent by next day courier to the Employee's last known address on the Employer's files and shall be deemed delivered upon signature receipt the following business day;

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

- (e) fail to return to work on the first scheduled day following the Expiration of an authorized leave of absence unless the Employee notifies the Employer's site office phone line at least twenty-four (24) Hours in advance and provides management with an acceptable reason for such delay in returning. An exception to the twenty-four (24) Hours advance notice is an emergency situation which prevents the Employee from contacting the Employer;
- (f) retire.

15.04 In the cases of increases or decreases in the work force, senior Employees shall be entitled to preference over junior Employees provided that the senior Employee has the ability to do the job as defined in Article 3. 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 they maintain seniority during a period of personal illness, it is understood that the Employer shall have the right to require any Employee affected to provide a medical certificate satisfactory to the Employer.

- 15.06 After returning from any leave of absence, an Employee may request to be returned to their previous postings. Such requests shall not be unreasonably denied.
- 15.07 It shall be the duty of Employees to notify the Employer promptly in writing of any change in their address. If an Employee fails to do this, the Employer will not be responsible for failure of any notice to reach such Employee.
- 15.08 Employees temporarily appointed or on an acting assignment outside the bargaining unit for less than three (3) months plus a day shall retain seniority. Notwithstanding an emergency situation the employer will make every effort to ensure that such assignments are a minimum of one (1) week duration. The Employer shall advise the Union when Employees are appointed to acting assignments outside the bargaining unit. No seniority shall accrue unless they return to the bargaining unit.

Article 16 – Staffing

- 16.01 The Employer shall post all vacancies in the bargaining unit, with the exception of vacancies known to be of six (6) months or less, which the Employer may or may not post.
- 16.02 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.
- 16.03 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, but not limited to, education, knowledge, abilities, skills and experience. Such qualifications will be reasonable and reflect the minimum requirement of the position(s) being filled.
- The Employer may consider an applicant with demonstrated abilities and experience in lieu of other relevant qualifications. In such cases, The Employer will identify this on the posting.
- 16.04 A copy of the posting shall be forwarded to the Union prior to posting on the notice Board.
- 16.05 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.

16.06 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 Employer. The qualifications of the candidate's 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 Employer may cancel the posting or re-post the position internally before recruiting from outside to fill the position(s) at the Employer's discretion.

Prior to posting and/or announcing the successful applicant 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.

Unsuccessful applicants shall be provided with relevant feedback on their personal performance in the competition process.

16.07 The Employer shall have the right to remove a successful applicant for a job within the first thirty (30) Calendar Days if they are unable to properly perform the job. If the Employee does not successfully complete the trial period, they will revert to their prior job and building as will other Employees affected. An Employee, and any other affected Employee, shall have the right to revert to their prior job and building within the first thirty (30) Calendar Days should such Employee request.

16.08 The Job posting procedure provided for herein shall apply only to the original vacancy, and two subsequent vacancies created by the filling of the original vacancy.

Article 17 - Overtime and Shift Premium

17.01 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 Employer office.

17.02 Overtime hours shall be offered first to the most senior qualified Employee working in the building where overtime is worked. Any additional overtime work shall be distributed according to seniority beginning with the most senior Employee. The Employer shall not be obligated to offer extra work to an Employee if it would result in paying the Employee overtime pay.

17.03 When an Employee is required by the Employer to work between the hours of 4 pm and 6 am, the Employee shall receive a shift premium of one (1) dollar per hour for each hour worked. This shall be in addition to the Employee's normally paid wage. Article 17.03 applies to all Cleaners.

17.04 When an Employee is required by the Employer to perform the duties of a higher paid position on a temporary basis, that Employee shall receive the pay of the

higher position as if they had been appointed to that position, for the duration of the time they occupy that position.

Article 18 - Hours of Work and Rest Periods

- 18.01 The hours of work for all full time Employees shall be eight (8) hours worked (exclusive of unpaid breaks), and eighty (80) hours per two (2) week period as established by schedules of work. Exceptions may apply where such longer or shorter regular shift schedule or work week is established in accordance with a negotiated work week arrangement between the Employer and Union. This article provides a basis for scheduling and for calculating time worked and does not guarantee a minimum hours of work per day or week.
- 18.02 All full time Employees will be scheduled at least forty-eight (48) consecutive hours off work in every work week except where a negotiated variable work week arrangement exists, or otherwise with the Employee's agreement.
- 18.03 The Employer 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 Employer.
- 18.04 The Employer agrees to provide all Employees who work a minimum of a seven (7) hour shift be paid two (2) fifteen-minute rest periods. The Employer agrees to pay one (1) fifteen-minute rest period to all Employees who work less than a (7) hour per shift.
- 18.05 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 19 - Paid Holidays

- 19.01 For the purposes of this Agreement, the following days will be recognized as paid holidays:
- | | | |
|---|------------------|-----------------|
| New Years Day | Good Friday | Easter Monday |
| Victoria Day | Canada Day | Civic Holiday |
| Labour Day | Thanksgiving Day | Remembrance Day |
| December 24 th | Christmas Day | Boxing Day |
| National Day for Truth and Reconciliation | | |
- 19.02 The Employer shall pay its Employees for Public Holidays in accordance with the *Employment Standards Act* as amended from time to time, and including December 24th. Wording of the *Employment Standards Act* shall be available at the Employer office. In the event of a catastrophic event or the base is evacuated, Employees shall be paid for their full shift.
- 19.03 If there is a requirement to have Employees work on any Paid Holiday in this Article, the Employer 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.

- 19.04 If there is a Base or Brigade stand down directive where the Employer 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 Employer, the Employee shall be paid for the entire shift.

Article 20 – Vacation

- 20.01 Service with the Employer shall include service with the previous Employer. An Employee in the active employ of the Employer 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 Employer shall be entitled to two (2) weeks of vacation time and paid four per cent (4%) of their 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 Employer shall be entitled to three (3) weeks of vacation time and paid seven per cent (7%) of their gross annual earnings, excluding vacation pay, representing vacation pay.
- (d) An Employee with ten (10) years or more of continuous service with the Employer shall be entitled to four (4) weeks of vacation time and paid ten per cent (10%) of their gross annual earnings, excluding vacation pay, representing vacation pay.
- (e) An Employee with fifteen (15) years or more of continuous service with the Employer shall be entitled to five (5) weeks of vacation time and paid fifteen percent (15%) of his gross annual earnings, excluding vacation pay, representing vacation pay.
- (f) An Employee with twenty (20) years or more of continuous service with the Employer shall be entitled to six (6) weeks of vacation time and paid twenty percent (20%) of their gross annual earnings, excluding vacation pay, representing vacation pay.

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

20.03 For the purpose of determining increased vacation entitlement, the appropriate date shall be the Employees' anniversary date of each year employed by the Employer or the previous Employer which ever provides the greater benefit.

20.04 Each year the Employer will prepare and publish a list of employees in order of seniority for the purpose of requesting annual vacation leave. The list will be published no later than March 1st each year and the vacation schedule will be finalized and posted no later than April 15th each year.

20.05 Scheduling of Vacation leave

(a) Employees are expected to take their vacation leave during the year of entitlement. Prior to April 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. In accordance with the seniority list, if a vacation request has been denied, the affected Employee shall have the opportunity to choose alternative dates within twenty-four (24) hours before the Employer offers vacation leave to each subsequent Employee on the seniority list. Once the leave plan has been published, changes will only be made if they do not adversely interfere with another Employee's scheduled leave. The Employer shall notify Employees in December that appointments will be scheduled with Employees starting January 2nd starting with the most senior Employee and working through the seniority list. Each member will have thirty (30) minutes, or a longer time as mutually agreed to by the parties, to fill in their vacation requests. The list would be finalized in April as outlined in the Collective Agreement.

(b) The Employer will grant vacation leave in the following manner and according to Seniority:

1. within the months May, June, July, and August within a calendar year, one (1) one (1) week period per Employee; then providing the leave does not adversely interfere with another Employee's scheduled leave; then
2. any one (1) day entitlements or a combination of one (1) day or week entitlements remaining providing the leave does not adversely interfere with another Employee's scheduled leave.

20.06 Under no circumstances shall the Employer cancel or alter an Employees vacation leave without the Employees written consent.

20.07 Vacation time is not cumulative and must be taken by the conclusion of each vacation year.

20.08 Vacation Pay

(a) 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 the pay period prior to Christmas (December 15th).

(b) Employees will have the option of banking vacation pay, accrued over the last twelve (12) months, for up to three (3) months post December 31st, which can be paid out on a written request to the Employer. The Employer agrees to release a vacation pay request on the next scheduled payroll run. Requests must be in writing and forwarded to the Petawawa Office. The Employee will be provided with confirmation of their request from the Employer. Any balance remaining by the end of the year shall be payable by cheque on the pay period of each March. The Employer will honour the above requests to a maximum of three (3) times a year. This is in addition to article 20.08 (a).

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

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

20.11 The Employer shall do its best to ensure there is adequate coverage for all Employees to exercise their entitlements under this Article.

Article 21 - Bereavement Leave

21.01 In the event of the death of a family member as referenced under the *Employment Standards Act* the Employer shall grant paid leave of absence of five (5) days for the purpose of allowing the Employee to make funeral arrangements and to attend the funeral. The Employer reserves the right to request reasonable proof of death.

21.02 In the event of the death of an Employee's relative not covered under Article 21.01 or a person who considers the Employee to be like a family member, the Employer shall grant paid leave of absence of two (2) days for the purpose of allowing the Employee to make funeral arrangements and attend the funeral. The Employer reserves the right to request reasonable documentation to support this requested leave.

21.03 The Employee may request additional time off without pay as a result of the death of an individual outlined in Article 21.01 and 21.02 above, and in such case one (1) day off without pay would be granted. Such requests shall not be unreasonably denied.

Article 22 – Leave With/Without Pay

- 22.01 The Employer may grant leave of absence of up to two (2) months without pay to Employees for personal reasons having due regard, however, to the operation of the workplace, and provided any request for leave of absence is made in writing at least one (1) month prior to the start of such leave and the reason for the leave of absence is stated unless the Employer 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, they shall also provide their anticipated date of return from the absence. In cases where events beyond the control of the Employee prevents them from giving at least one month notice of their return, as much notice as is possible shall be given to the Employer. All requests shall be kept confidential.
- 22.02 Any permission for leave of absence must be given in writing.
- 22.03 The Employer shall make every reasonable effort to accommodate an Employee who requests time off to fulfill their 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.
- 22.04 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 Employer office.
- 22.05 The Employee on leave shall give the Employer 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 them from giving one (1) month notice, as much notice as possible shall be given to the Employer.
- 22.06 Where an Employee intends to return to work sooner than the original date, they shall give the Employer at least one (1) month written notice in advance.
- 22.07 An Employee required to serve as a juror, or who has been subpoenaed as a witness in a court of law, or who is required to attend a court proceeding as the legal guardian or power of attorney for any witness subpoenaed in a court of law proceeding shall be granted the required leave with pay. An Employee subpoenaed as a witness in a court of law by a party other than the crown shall be granted the required leave without pay. The Employee shall notify the Employer as soon as possible after receipt of notice to appear and will provide evidence, if requested.
- 22.08 Family medical leave is unpaid, job-protected leave of up to eight weeks in a 26-week period.

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 they have a serious medical condition with a significant risk of death occurring within a period of 26 weeks. The medical condition and risk of death must be confirmed in a certificate issued by a qualified health practitioner.

All Employees, whether full-time, part-time, permanent, or term contract, who are covered by the *Employment Standards Act* are entitled to family medical leave.

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. 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 are defined under *Employment Standards Act*.

22.09 In addition to what is provided for in the *Employment Standards Act*, the Employer agrees to provide an additional four (4) days per calendar year to each Employee.

22.10 In addition to any provision in the *Employment Standards Act*, an Employee after completing probation and one (1) year of service shall receive seven (7) paid leave days per year. Paid leave under this Article shall have no monetary value and cannot be cashed out at the end of a year or a termination of employment with the Employer. Employees shall be allowed to carry over all unused paid leave credits up to a maximum of three (3) days. Paid leave may be taken in days or half days, subject to the approval of the Employer. Such requests shall not be unreasonably denied.

22.11 Quarantine Leave With Pay

An Employee is entitled to leave with pay for up to ten (10) days for time lost due to imposed quarantine mandated by a medical professional where the Employee is unable to work for the Employer and in the further event that this situation is not the subject of federal or provincial legislation compensating the Employee for loss of pay or providing for such paid leave. The Employer reserves the right to request reasonable documentation to support this requested leave.

Article 23 - Labour/Management Consultation

23.01 The parties agree to maintain an active Labour/Management Committee

23.02 The Committee shall be made up of an equal number (not less than three (3) 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 Employer shall confirm in writing to each other their Committee Representative.

23.03 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.

23.04 The Committee shall appoint from among themselves, co-chairpersons and a recording secretary. These positions may rotate as agreed upon by the Committee.

- 23.05 The Committee shall meet as often as required, but at least once every three (3) months unless, by mutual agreement in writing, the parties agree to forego a meeting for a specific quarter. Meeting 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.
- 23.06 Regular committee meetings will be held after shift hours so that they will conflict as little as possible with the work shift 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.
- 23.07 The Committee shall deal with all matters of mutual concern; however, the Committee shall not deal with grievances or 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 Employer's service contract.
- 23.08 Any Employee or non-bargaining unit person may refer matters to the Committee for consideration. Such referrals shall be in writing to the Committee.
- 23.09 After having been dealt with by the Committee, any unresolved issue(s) may be forwarded by a committee member to the Employer's Petawawa Regional Office. The Employer's representative(s) from its Regional 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 Employer.

Article 24 – Health and Safety

- 24.01 Employer, 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.
- 24.02 The Employer and Union shall abide in all respects with the requirements of the *Occupational Health and Safety Act*, as amended. The Employer shall develop and issue safe practice regulations in consultation with the Health and Safety Committee.
- 24.03 A Joint Health and Safety committee with representatives from the Employer and Union shall be maintained in order to promote the Health and Safety of Employees, and shall act in accordance with the *Occupational Health and Safety Act*, as amended.
- 24.04 Joint Health and Safety Committees
- (a) The Employer 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 by a qualified trainer 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 an Employee's regular work shift. If training occurs outside of an Employee's regular work shift, the Employee shall be compensated at their regular rate of pay. Where practicable, the trainer will come from the Workers Health and Safety Centre. This training is being provided as per the *Occupational Health and Safety Act*.

(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 Employer.

Notwithstanding anything to the contrary contained herein, in the event of any conflict of wording between Article 24 herein and the *Occupational Health and Safety Act* as amended from time to time, the wording of the said Act shall apply.

24.05 When any Employee notes that the quality of the environment is deteriorating, they are obliged to inform the Employer and the Health and Safety Committee without delay in writing or orally if they believe the situation is urgent.

Accordingly the Employer shall:

(a) (i) Ensure that the situation is investigated by the Employer 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.

24.06 The Employer 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 Employer shall notify the local of incidents of this nature.

24.07 The Employer will assume the cost of providing all Employees with WHMIS GHS training. Current certificates covering WHMIS GHS will be provided. Unless an Employee requires an accommodation to do otherwise, Employees will complete WHMIS GHS training online. Employees will complete such training without penalty.

24.08 Any Employee may refuse to work or to do particular work where they have reason, acting reasonably, to believe that:

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

24.09 Report of Refusal to Work

Upon refusing to work or do particular work, the Employee shall promptly report the circumstances of the refusal to their Supervisor 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) an Employee who because of knowledge, experience and training has been selected by the Union, who shall be made available and who shall attend without delay.

24.10 Employee to remain near work station: Until the investigation is completed the Employee shall remain in a safe place near their work station.

24.11 Refusal to work following investigation: Where following the investigation or any steps taken to deal with the circumstances that caused the Employee to refuse to work or to do particular work, the Employee 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 themselves, or another Employee;

- (b) the physical condition of the workplace or the part thereof in which they work continues to be likely to endanger themselves; or
- (c) any equipment, machine, device, or thing they are to use or operate of the physical condition of the workplace or the part thereof in which they are to work is a contravention of the *Occupational Health and Safety Act* and such contravention continues to be likely to endanger themselves, or another Employee;

the Employee may refuse to work or do particular work and the Employer or the Employee or a person on behalf of the Employer of Employee shall cause a Ministry of Labour inspector to be notified thereof.

24.12 Investigation by Ministry of Labour 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 24.09 (a) (b) or (c).

24.13 Decision of Inspector

The inspector shall, following the investigation referred to in Article 24.12, decide whether the machine, device or thing or the workplace or part thereof is likely to endanger the Employee or another person.

24.14 Report in Writing

The inspector shall give their decision in writing, as soon as is practicable, to the Employer, the Employee, and if there is such, the person mentioned in Article 24.09 (a) (b) or (c).

24.15 Employee to remain in a safe place pending decision - Pending the investigation and decision of the inspector, the Employee shall remain at a safe place near their work station during the workers normal working hours unless the Employer assigns the Employee reasonable alternative work during such hours.

24.16 Duty to Advise Others

Pending the investigation and decision of the inspector, no Employee 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 24.17, the Employee has been advised of the other Employee's refusal and of their reasons for the refusal.

24.17 Person referred to in Article 24.16 must be:

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

- (b) a Health and Safety representative, or an Employee who because of their knowledge, experience and training is selected by the Union to represent them.

24.18 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 24.09 (a) (b) or (c) and 24.12 of a person mentioned in Article 24.09 (a) (b) or (c); and
- (b) for the time spent by the person carrying out the duties under Article 24.16 of a person described in Article 24.17.

24.19 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.

24.20 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 their current functions may pose a risk to their health and that of the fetus or child.

The Employer shall consider any request for re-assignment and/or job modification in consultation with the Union and, where reasonably 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 their job functions or re-assigns them; or
- (b) advises them that it is not reasonably practicable to modify their job functions or to reassign them. The Employer will confirm this in writing.

24.21 The Employer shall compensate Employees required to be immunized against communicable diseases when a competent authority has identified a reasonable probability of incurring such diseases in the performance of their duties.

24.22 Where the Employer requires an Employee to undergo an occupational health examination by a qualified practitioner, satisfactory to the Employer, 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.

Healthy and Safe Return to Work

24.23 The parties to this agreement are committed to ensuring any disabled Employee – regardless of whether a disability is physical, psychological, visible, invisible, occupational, or non-occupational – integrates or reintegrates into the workplace in ways that are safe, suitable, meaningful, and at the earliest time possible. Furthermore, the parties understand their duty to accommodate Employees that identify a need for an accommodation.

24.24 As such, the parties agree that the Joint Health and Safety Committee shall establish a standing agenda item regarding Healthy and Safe Return to Work. Under such standing agenda item, the Committee shall:

- (a) Establish Terms of Reference for approaching Healthy and Safe Return to Work that are consistent with relevant legislation; and
- (b) Identify training opportunities or events for Employees and Management

Mental Health in the Workplace

24.25 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.

24.26 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; and
- (b) Identify training opportunities or events for Employees and Management

24.27 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.

Article 25 - Inspection Sheets

25.01 (a) The Employer shall provide regular inspection sheets, as available, for the place of work of that Employee subject to client approval.

(b) In the event that the Employer performs inspections, the Employer shall provide regular inspection sheets for all buildings inspected.

Article 26 - Agreement Re-opener

26.01 This agreement may be amended by mutual consent of the parties. Negotiations shall commence within sixty (60) days of such notice unless mutually agreed to by the parties.

Article 27 - Statement of Duties

27.01 Upon written request, an Employee shall be provided with a complete and current statement of duties and responsibilities of their position, including the classification level.

Article 28 – Classification

28.01 Every Employee must be classified in accordance with a classification title and wage rate for that title as set out in Schedule A.

28.02 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.

28.03 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.

Article 29 - Pay for Work in Another Classification

29.01 Employees temporarily transferred to a lower rated classification shall receive the wage rate of their regular classification. Employees temporarily transferred to a higher rated classification shall receive the wage rate of the higher classification.

Article 30 - Job Descriptions

30.01 Job description of the Collective Agreement will be the cleaning specifications in the contract between the Employer and PWSGSC. All cleaning specified will be considered General Duty cleaning responsibilities with the exception of floor stripping/waxing and carpet cleaning. Floor stripping/waxing and carpet cleaning will be classified as a Heavy Duty Cleaner.

30.02 If amendments are required by either party they shall be submitted to the Bargaining Agent. 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.

30.03 General Cleaners report to the Site Manager or Designate. A General Duty Cleaner performs assigned tasks in a location or locations as determined by the Employer in accordance with Employer 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
- 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

30.04 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 Employer in accordance with Employer 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, large walk-behind or ride-on-auto scrubbing
- Operating equipment for the completion of floor maintenance
- Lifting and moving furniture and equipment for the purpose of completing cleaning and floor maintenance

30.05 Operations Personnel report to the Site Manager or Designate, Operations Personnel performs assigned tasks in a location or locations as determined by the Employer in accordance with Employer Policies and Procedures. In general, Operation Personnel duties include:

- Pickup and delivery of goods, re-stocking, inventory tasks
- Errands, mail runs, vehicle maintenance and repairs
- Movement of personnel on Garrison
- Movement and repositioning of equipment

Article 31 - Uniforms

31.01 Upon implementation of an Employee uniform requirement from the Employer that is to be worn by an Employee the Employer shall adhere to the following:

- i) There will be no cost to the Employee when there is a requirement from PWGSC for Employees to wear a uniform. The annual uniform issue includes, three (3) shirts and three (3) pants. Footwear will be provided if required.
 - ii) Uniforms may be gendered in accordance with an Employee's preference.
 - iii) Employees will be permitted to select either long sleeve or short sleeve shirts or any combination thereof.
- 31.02 Employees shall be issued the prescribed uniform allotment no later than February 28th of each year.
- 31.03 For newly hired Employees, the Employer shall provide uniforms within fourteen (14) business days of hiring.
- 31.04 Employees will not alter the appearance of their uniforms in any way such as removing collars, cutting sleeves, etc.
- 31.05 Upon termination of employment or for replacement purposes, Employees will be required to return their used uniforms to the Employer. There will be no charge to Employees for regular wear and tear; however, if there is evidence of the uniform being wilfully damaged the Employee will be required to reimburse the Employer for the Employer's cost of the damaged uniform.
- 31.06 The Employer shall inform the Local President, and PSAC, of any change in uniform requirements in advance of requiring a new uniform to be worn.
- 31.07 Employees who opt not to receive the three (3) pants provided for under Article 31.01 will be entitled to reimbursement for pants of up to one-hundred-and-fifty dollars (\$150) per year.

Article 32 – Absence Notification

- 32.01 An Employee will call, or text their Site Manager as far in advance of the start of their scheduled shift as possible but no later than 6 am for day shift and at least two (2) hours prior to commencement of all other shifts if they will be absent for a shift.

Article 33 - Protection of Employment Standards

- 33.01 The rights, benefits, terms or conditions of employment as set out as employment standards in the *Employment Standards Act*, as amended from time to time, shall be minimum requirements incorporated within the Collective Agreement; however, where the Collective Agreement provides higher remuneration in money or greater right, benefit, term or condition of employment in favour of an Employee(s) with respect to a particular standard, the Collective Agreement shall prevail.

The parties shall meet within thirty (30) days after the introduction of a Bill amending the *Employment Standards Act* to the legislature to discuss the proposed Bill. The parties agree that the Union and/or PSAC bargaining unit Employees of the Employer shall not be disadvantaged in any way by any amendments to the *Employment Standards Act* or Regulations there under made by the provincial government.

Article 34 – Leave for Union Business

34.01 Subject to operational requirements, no greater than five (5) Employees at the Commercial site and three (3) Employees at the Mattawa Plains site shall be entitled to receive leave without pay for Union business as set out below unless otherwise stipulated herein or elsewhere in this Agreement. Such requests shall not be unreasonably denied. Employees shall suffer no loss of seniority for time spent in 34.01.

- (a) PSAC Meetings, Conferences and Conventions - Employees selected as delegates to PSAC meetings, conferences, and conventions of the Union (including the Canadian Labour Congress, provincial Federation of Labour, and Labour Councils).
- (b) Union Training - The Employer will grant leave without pay to a reasonable number of Employees to undertake union training.
- (c) Such a request must be made at least two (2) weeks prior to the requested starting date of the leave.

34.02 Negotiating Committee

- (a) The Employer agrees to recognize a Union Negotiating Committee of up to three (3) members. Employees shall suffer no loss of seniority for time spent in 34.02 (a).
- (b) The Negotiating Committee will be granted leave on the terms of 36.02 (a) for caucus and preparation time. Such a request must be made at least five (5) days prior to the requested starting date of the leave.
- (c) At the request of the Union, the Employer shall pay members their regular salary for business relating to Negotiations and invoice the Union.

Article 35 – Mileage Reimbursement

35.01 Where deemed by the Employer, job runs requiring an Employee to use their own personal vehicle, the Employer shall pay the Employee \$0.60 per km.

35.02 Kilometres shall be logged and submitted to the Resident Manager or designate for reimbursement to Employees.

Article 36 – Digital Privacy

36.01 When the Employer introduces a new digital application into the workplace they shall inform the Union of its intended use.

Article 37 - Benefits

37.01 The Employer shall provide all full-time non-probationary Employees at CFB Petawawa, Local 00639 with benefit coverage. The Employer agrees to maintain the level of benefits as provided for herein, and any such changes shall invoke Article 37.04, should the benefit provider introduce changes.

37.02 Enrollment

Participation in the plan is mandatory for all Employees. An Employee shall have the option to decline or cease to participate in the basic health insurance plan, provided that they can provide proof of similar coverage under an alternate group insurance program.

37.03 The Employer is responsible for the administration and application of the benefit plan referred to herein.

37.04 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.

37.05 The Benefit Provider will provide each Employee with a Pay Direct drug card, and a benefit book detailing coverage entitlement.

37.06 Benefit Premium Breakdown:

Benefit Plan Premium Cost Summary

Single Coverage:

Premium: 100% Employer Paid

Family Coverage:

Premium: Employer and Employee Paid

Employee Cost = \$68.64

Note: The Employee cost for Family Coverage will be paid through deduction from the Employee's semi-monthly net pay.

Employees shall be covered for up to \$300.00 every twenty-four (24) months for prescription eyewear including contact lenses.

Article 38 – Wages and Pay Administration

38.01 The Employer will pay Employees pursuant to the wage schedule set out under Article 39 – Wages - Schedule “A”.

38.02 The payment of wages will be made bi-weekly on Thursday by direct deposit and pay stubs will, subject to unforeseen circumstances, be provided the day prior.

Article 39 – Wages

Schedule A

General Cleaners and Operations Personnel	Current Rate	April 30, 2023	April 30, 2024	April 30, 2025	April 30, 2026	April 30, 2027
Employees 0-2 Years	\$17.50	\$19.08	\$19.75	\$20.44	\$21.46	\$22.53
Employees 2-5 Years	\$17.75	\$19.35	\$20.03	\$20.73	\$21.77	\$22.86
Employees 5 plus Years	\$18.00	\$19.62	\$20.31	\$21.02	\$22.07	\$23.17
Employees 10 plus Years	\$18.15	\$19.78	\$20.47	\$21.19	\$22.25	\$23.36
Heavy Duty Cleaners	\$18.50	\$20.17	\$20.88	\$21.61	\$22.69	\$23.82

Pay Notes:

1. Suite Cleaners shall be paid General Cleaners wage and an additional one dollar (\$1.00) per hour for all hours worked on Saturday and Sunday. Suite Cleaners shall be guaranteed a minimum of three (3) hours pay for each Saturday and Sunday that the Employee is asked to work.

2. Any Employee other than Suite Cleaners as provided in Pay Note 1 above shall be paid General Cleaners wage and an additional twenty-five cents (\$0.25) per hour for all hours worked on Saturday and Sunday.
3. Retention bonus: Upon completion of an Employee's five (5) year anniversary date of hire, an Employee shall receive a one-time retention bonus payment of two hundred fifty dollars (\$250.00) each.
4. Signing Bonus: All Employees shall receive a five-hundred dollar (\$500.00) signing bonus less minimum statutory deductions on a separate cheque within two (2) weeks of ratification.

Article 40 - Term of the Collective Agreement

Duration

The term of this collective agreement shall be from May 1st, 2022 to April 30th, 2027.

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:

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

Signed this 29th day of Aug 2022

For the Public Service Alliance of Canada
And its local, UNDE 00639:



Craig Reynolds



Tom Thibert



Jessie Lavergne



Chandra Buschold



MaryAnne Laurico

For Toure Cleaning Services



Abdoulaye Toure



Andrew Nicholson

Letter of Understanding #1: PSAC Social Justice Fund

The Employer shall contribute one cent (\$0.01) per hour worked to the PSAC Social Justice Fund and such contribution will be made for all hours worked by each Employee in the bargaining unit. Contributions to the Fund will be made quarterly, in the middle of the month immediately following completion of each fiscal quarter year, and such contributions remitted to the PSAC National Office. Contributions to the Fund are to be utilized strictly for the purposes specified in the Letters Patent of the PSAC Social Justice Fund.

Letter of Understanding #2: Equity, Diversity, and Inclusion Training in the Workplace

The Employer and the Union agree that anti-oppression awareness and training benefit the workplace.

As such, the Employer and the Union agree to have a standing agenda item on the Labour/Management Committee about topics for training in the workplace.

Topics may include but is not limited to:

- Truth and Reconciliation
- Gender-based Violence
- Trans, Gender-Variant, and Sexuality Inclusion and Equity
- Anti-Racism
- Disability Access
- Intersectionality