

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
Bid Receiving - PWGSC / Réception des soumissions -  
TPSGC  
11 LaurierSt./ 11, rue Laurier  
Place du Portage, Phase III  
Core 0A1 / Noyau 0A1  
Gatineau  
Québec  
K1A 0S5  
Bid Fax: (819) 997-9776

**SOLICITATION AMENDMENT**  
**MODIFICATION DE L'INVITATION**

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'invitation demeurent les mêmes.

**Comments - Commentaires**  
"THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT."  
"CE DOCUMENT CONTIENT UNE CONDITION DE SÉCURITÉ"

**Vendor/Firm Name and Address**  
**Raison sociale et adresse du fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**  
Maintenance & Professional Consulting Services  
Division (FK)  
11 Laurier St./ 11, rue Laurier  
3C2, Place du Portage, Phase III  
Gatineau  
Québec  
K1A 0S5

<b>Title - Sujet</b> Janitorial and Relamping Services	
<b>Solicitation No. - N° de l'invitation</b> EP764-121164/A	<b>Amendment No. - N° modif.</b> 001
<b>Client Reference No. - N° de référence du client</b> 20121164	<b>Date</b> 2012-02-27
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$FK-282-58450	
<b>File No. - N° de dossier</b> fk282.EP764-121164	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2012-03-14</b>	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Wilson, Heather	<b>Buyer Id - Id de l'acheteur</b> fk282
<b>Telephone No. - N° de téléphone</b> (819) 956-1351 ( )	<b>FAX No. - N° de FAX</b> (819) 956-3600
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> PWGSC, NCA(OTTAWA), PHASE III, PDP, 11 LAURIER STREET, GATINEAU, QUEBEC, K1A 0S5	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Delivery Required - Livraison exigée</b>	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm (type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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**This Amendment is raised to revise the Request for Proposal (RFP) as follows:**

- 1) **DELETE:** From Appendix B "Specification No. EP764 12 1164", Section 2, Clause 22.3 in it's entirety.

**INSERT:** The following in it's place;

**3. Reference to clause 10 - (Washrooms)**

1. Supply and replace biological urinal blocks in urinals monthly.

**2. Birks Building (Commercial area) & National Press Building (2nd floor)**

1. Perform all tasks specified in Clause 9.2 at 0800, 1000, 1200 and 1400 hours on Saturdays, Sundays and Statutory Holidays.

- 2) **INSERT:** The attached Collective Agreement (available in English only) at Appendix E "Information on Incumbent Employees."

**All other Terms and Conditions remain unchanged.**

# Collective Agreement

between:

Ability Janitorial Services Limited  
Allen Maintenance Ltd.  
Bee-Clean Building Maintenance  
Cleanmatters Janitorial Services Limited  
Domus Building Cleaning Company Limited  
Dustmoon Maintenance Limited  
Empire Maintenance Industries  
Hallmark Housekeeping Services Inc.  
M.A. Independent  
Omni Facility Services Canada Ltd.  
Service Star Building Cleaning Inc.  
UNICCO Facility Services Canada Company  
(hereafter referred to as the "Company" or the "Employer")

- and -

Service Employees International Union, Local 2  
(hereafter referred to as the "Union")



Effective: July 1, 2011  
Expiry: June 30, 2011

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## **Article 1 – General**

**1.1** It is the central purpose of this Agreement to establish the uniform, specific terms and conditions of employment as between the Union and those Employers set out above (hereinafter referred to as “the Employer”), with respect to the employees encompassed by this agreement, and to provide machinery for the prompt and equitable disposition of grievances. For the purpose of clarity, the terms and conditions of this collective agreement apply on a single employer basis, unless otherwise expressly noted herein, and any actions, settlement, and/or liability of one of the Employers shall not bind or otherwise affect any of the others.

## **Article 2 – Recognition**

- 2.1** The Employer recognizes the Union as the sole and exclusive bargaining agent for all its employees engaged in Cleaning and Maintenance within the City of Ottawa, save and except:
- Special project employees
  - office and clerical employees
  - supervisors and persons above the rank of supervisor
  - persons working at privately owned locations smaller than 100,000 square feet (unless those locations are unionized by SEIU or another bargaining agent)
  - persons working at publicly owned locations smaller than 25,000 square feet (unless those locations are unionized by SEIU or another bargaining agent)
  - Retail, residential and hotel accounts where the total square footage cleaned by the employer is less than 35, 000 square feet (unless those locations are unionized by SEIU or another bargaining agent)
  - persons excluded subject to the Letter of Understanding Re: Excluded Locations.

For the purpose of clarity ‘privately owned locations’ shall be defined as those properties in which the municipal, provincial or federal government does not have a majority ownership stake.

### **Article 3 – Relationship**

- 3.1 The parties hereto agree that all present employees of the Employer covered by the terms of this Agreement shall, upon the completion of their probation period become and remain members in good standing of the union as a condition of continued employment.
- 3.2 All new employees hired after the signing date of this Agreement shall become members of the Union upon passing probation as a condition of continued employment.
- 3.3 Where the masculine or singular pronoun is used herein, it shall mean and include the feminine or the plural pronoun where the context so requires.
- 3.4 Union representatives shall not enter the premises of the Company nor carry on Union activities on such premises without first obtaining authorization from the Manager, which authorization shall not be reasonably denied.

### **Article 4 – Union dues**

- 4.1 All new employees shall be required to become and remain members of the union as a condition of employment.
- 4.2 Employees covered by this agreement shall pay Union dues as established by the Union. The Union shall have an opportunity during working hours to interview new employees for the purpose of signing union membership application cards. The Union will arrange times for interviews in conjunction with the Employer.
- 4.3 The Employer shall deduct and remit all union dues on a monthly basis and union initiation fees, where appropriate, and shall send all of the monies so collected to the Secretary – Treasurer of the Union on or before the 15<sup>th</sup>, day of the following month the deductions were made together with a list of the names of the employees from whose pay deductions have been made and also the names of any employees terminated since the last payment.
- 4.4 The Union shall indemnify the Employer and hold it harmless against any and all suits, claims, demands or other forms of liability that shall arise out of or by reason of any action taken or not by the Employer for the purpose of complying with any of the provisions of this Article.
- 4.5 The Employer will indicate the amount of Union dues paid by employees on their T-4 slips.

## **Article 5 – Management Functions**

- 5.1 Except to the extent explicitly abridged by specific written provision of this Agreement, the Company reserves and retains, solely and exclusively, all of its inherent rights to operate and manage its business and operations in accordance with its commitments, its obligations and responsibilities.
- 5.2 Without in any way diminishing or limiting those rights, it is understood and agreed that those right include:
- a. The right to direct and supervise the work force, hire, schedule, promote, demote, discharge, determine work assignments, processes and equipment and materials to be used, set policies and procedures, classify, transfer, lay-off, assign and discipline employees for just cause provided that a claim by an employee who has acquired seniority that he has been disciplined or discharged without just cause, may be the subject of a grievance and dealt with as hereinafter provided.
- 5.3 The Company agrees that its functions will not be exercised in a manner inconsistent with the other provisions of this Agreement in an effort to maintain and promote a harmonious relationship with the employees and the Union.

## **Article 6 – No Strike, No Lockouts**

- 6.1 In view of this orderly procedure established by this Agreement for the settling of disputes and handling of grievances, the union agrees that during the lifetime of this Agreement, there will be no strikes, picketing, slowdowns, or stoppage of work, either complete or partial, and the Employer agrees that there will be no lockout.

## **Article 7 – Union Stewards**

- 7.1 The Employer recognizes the right of the Union to elect or appoint one (1) Chief Steward representing the authorized areas of each working establishment. Should the Chief Steward be absent from work, or should there be more than ten (10) employees in working establishment, or should there be more than one (1) shift worked by the employees in the working establishment, the Employer recognizes the right of the Union to appoint an additional Union Stewards. The Union will notify the Employer from time to time as to the names of the Steward(s) and the areas of their responsibility and all stewards shall be regular employees of the Employer who have acquired seniority.

7.2 The Union acknowledges that Stewards have their regular duties to perform on behalf of the Employer and that such persons shall not leave their regular duties to attend to the complaints and grievances of employees without having first secured permission from their immediate supervisor, which permission shall not unreasonably be withheld. Stewards shall state their destination to their immediate Supervisor and shall report again to him at the time of their return to work, provided these steps are followed, Stewards shall not suffer a loss of basic pay. The Employer reserves the right to limit the duration of such meetings, these limits shall not be unreasonable.

7.3 Where the Company has less than one hundred employees covered by this agreement the Union shall have the right to appoint or elect one employee to serve as a member of the negotiating committee. Where the Company has one hundred or more employees covered by this agreement the Union shall have the right to appoint or elect two employees to serve as a member of the negotiating committee. Employees will be paid by the Company for time off work for the purpose of participation in mutually agreed negotiations up to conciliation. Time paid for attendance at negotiations will not exceed the number of hours the employee is regularly scheduled to work.

7.4 Where an employee is required to attend a meeting in which a written warning, suspension, or discharge is to be given, the Supervisor or designate will inform the employee prior to the meeting of his right to have a Union Steward present at the meeting.

The employee may request the presence of the union Steward during the meeting. Where the employee requests such representation, the Supervisor will send for the Steward without further discussion of the matter with the employee. If a Steward is not available, the Employer shall schedule the disciplinary meeting within the next twenty-four (24) hours and it shall then become the sole responsibility of the employee concerned to arrange for a Union Steward to be in attendance when the meeting occurs.

7.5 Copies of all disciplinary notices issued to bargaining unit members shall be forwarded to the union's Business Agent.

7.6 The Union may request from each Company up to three (3) days off per calendar year, without pay, for Stewards of the bargaining unit. The Employer shall reasonably grant such requests. This leave is over and above the time required to negotiate this Collective Agreement. The maximum number of stewards absent at any given time is not to exceed three (3) and not more than one (1) from any given location.

## **Article 8 - Grievance Procedure**

**8.1** The purpose of this Article is to provide an orderly procedure for the resolution and disposition of grievances.

**8.2** A grievance is an allegation by an employee, the Union, or the Company that one party has violated this Agreement or by an employee who has completed the probationary period that he has been unjustly disciplined or discharged.

### **8.3 Step 1**

- a. An employee initials a grievance by verbally notifying his Supervisor that he has a grievance and then providing the Supervisor with the details and circumstances of the matter, along with the remedy sought. Such an employee may request the presence of an available steward at the meeting.

This must occur within five (5) working days of the incident giving rise to the grievance. The Supervisor must respond verbally to the grievance within five (5) working days after hearing the grievance.

- b. If the employee is satisfied with the Supervisor's response, the matter is concluded and neither the grievance nor the response shall be binding or used as a precedent by the Company or the union.

### **Step 2**

- a. Failing satisfactory settlement at Step 1, the grievance may be reduced to writing within five (5) working days of the response in Step 1 and submitted to the Site Manager.
- b. Upon receipt of such grievance the Site Manager shall issue a written response within five (5) working days.

### **Step 3**

- a. Failing satisfactory settlement at step 2, the grievance shall be submitted to the Company head office and a meeting to discuss the grievance shall be arranged between the grievor, Steward, union Business Agent and Employer Representatives at a mutually agreed to time and date.
- b. A formal response will be issued by the Employer to the union's business Agent within five (5) working days of the above noted meeting.

## **8.4 Union, Discharge and Employer Grievances**

The Union or the Employer may initiate a policy or group grievance directly into Step 2. Claim by an employee, who has completed the probationary period, that he has been unjustly terminated may be filed directly at Step 2.

8.5 For the purpose of this Article, working days shall not include Saturdays, Sundays and Holidays.

#### 8.6 Grievance Mediation

The parties agree to implement a Grievance mediation Procedure prior to proceeding to Arbitration as set out below.

- a. Either party may submit the grievance to Grievance mediation at any time within ten (10) calendar days following the receipt of the reply at step 3, or if no reply is received, within ten (10) calendar days following the expiration of the period limited for such reply. Where the matter is so referred, the Mediation process shall take place before the matter is referred to Arbitration.
- b. Grievance Mediation will commence within twenty-one (21) calendar days of the grievance being submitted to Mediation.
- c. The Grievance Mediation process is without prejudice to either party.
- d. No matter may be submitted to Grievance Mediation which has not been properly carried through the grievance procedure, provided that the parties may extend the time limits fixed in the grievance procedure.
- e. The parties may agree to the appointment of a Mediator by the Ministry of Labour, provided that such Mediator is able to commence Grievance Mediation within the time periods set out in the item (b) above, or where the parties mutually agree to extend the time periods for such Mediator.
- f. Proceedings before the Mediator shall be informal. Accordingly, the rules of evidence will not apply, no records of the proceedings shall be made and legal counsel shall not be used by either party.
- g. If possible, an agreed statement of facts will be provide to the Mediator, and if possible, in advance of the Grievance Mediator Conference.
- h. The Mediator will have the authority to meet separately with any person or persons, but will not have the authority to compel the resolution of a grievance.
- i. If a grievance is not settled through the grievance Mediation process, the Mediator shall provide the parties with an immediate oral advisory opinion

and the grounds of such advisory opinion, unless both parties agree that no such opinion shall be provided.

- j. If no settlement is reached within ten (10) calendar days following grievance Mediation, the parties are free to submit the matter to Arbitration as hereinafter provided. In the event that a grievance which has been mediated subsequently proceeds to arbitration, the Mediator may serve as Arbitrator. Nothing said or done by the Mediator may be referred to at Arbitration.
- k. Any settlement reached shall not be referred to by the parties in respect of any subsequent matter and in any other setting.
- l. The Union and the Employer will share the cost of the Mediator, if any.

### **8.7 Arbitration**

- a. The Union and the Employer acknowledge the applicability of S.46 of the Labour Relations Act as more particularly set out in the Act, with respect to the appointment of a single arbitrator by the Minister.
- b. No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or to settle the grievance, unless mutually agreed to.
- c. Each of the parties hereto will bear the expenses of a nominee appointed by it, and the parties will jointly share the expenses of the Chairperson of the Arbitration Board, if any.

8.8 The Arbitrator shall not have to power to alter or change any of the provisions of this Agreement; or to substitute any new provisions for any existing provisions; nor to render any decision inconsistent with the terms and provisions of the Agreement.

8.9 Both parties to this Agreement agree that the time limit may be extended by mutual agreement.

8.10 The parties agree the Employer will remove all discipline from the Employee personnel, provided that:

- a. No discipline is received for a period of twenty-four months (24) months.
- b. The misconduct did not involve a violation of law or an issue constituting breach of trust.

## **Article 9 – Probationary Period**

- 9.1 All employees shall serve as probationary employees until they have completed 480 hours of work or 60 shifts whichever occurs first. If they are retained when they have completed their probationary period, their names shall be placed on the appropriate seniority list and their seniority shall date back to their date of hire. The probationary period may be extended by the number of shifts missing during the probationary period.
- 9.2 The Employer shall supply the Union with a seniority list of all employees in January and July each year. The seniority list shall show the names of the employees, the date on which they commenced employment and the job title.

## **Article 10 – Service & Seniority**

### **Seniority**

10.1 Seniority shall be used in the application of the job posting, lay-off and recall provisions of this agreement, and shall be calculated as an employee's uninterrupted tenure at a specific work location\* including service with previous contractors.

\* A work location may be defined as a single building or a cluster of buildings by mutual agreement of the parties.

10.2 In all cases of job postings, promotions, job placement, work assignments, layoffs and recalls, the following factors shall be considered:

- a. Seniority
- b. Skill, ability.

Where skill, ability is relatively equal, the most senior available bidder shall be selected for the job posting.

### **Service**

10.3 Service shall be used solely in determining an employee's entitlement to vacation benefits and shall be calculated as an employee's uninterrupted tenure at a specific work location, including service with a previous contractor or their overall service with the Company, whichever is greater.

**10.4 Seniority, Service status and employment, once acquired, will be lost for the following reasons:**

- a. Voluntary resignation.**
- b. Discharge for cause.**
- c. Absence from scheduled work for two (2) consecutive days without actual notice to the Employer, unless in circumstances it is impossible for him / her to do so.**
- d. Failure to return to work within five (5) working days of written notice of recall sent by verifiable mail to the last known address according to the records of the Company.**
- e. Lay off for twelve (12) months following date of lay off of the length of employment whichever is lesser.**
- f. Extended absence due to injury or illness for twenty-four (24) months.**
- g. Failure to return on scheduled day following an authorized leave of absence without an explanation satisfactory to the Company.**

**10.5 Employees shall be responsible for notifying the Company of any changes in address and/or phone number.**

## **Article 11 – Job Postings, Lay-Off and Recall**

**11.01** The parties agree that all provisions of this Agreement which apply to job posting, lay-off, recall shall be applied pursuant to article 10.1 and 10.2.

**11.02** Employees interested in vacancies at sites other than their own may advise the Employer in writing between January 1<sup>st</sup> and January 7<sup>th</sup> of each year of their interest in applying for such vacancies for the upcoming year as they become available. These employees will only be considered for such vacancies after all on-site applicants have had the opportunity to apply through the job posting article of this collective agreement. Employees who transfer from one site to another under this agreement will not be required to serve an additional probationary period and will be placed on the wage grid in accordance with their service at the previous work site(s). This process will not be used for subsequent vacancies as a result of awarding a vacancy to a staff member.

The Employer will notify employees of where to submit vacancy requests.

Where an employee with secret security (or higher) clearance wishes to transfer from one site to another the employer reserves the right to deny such requests for operational reasons.

### **11.1 Job Posting (Permanent Vacancies)**

- a. When the Employer decides to fill a permanent vacancy or creates a new permanent classification such vacancy shall be posted for five (5) working days.
- b. All postings will contain the following information:
  - i. Job classification
  - ii. Rate of pay.
  - iii. Hours of work.
  - iv. Shift.

Successful bidders will be selected pursuant to Article 10.2.

- c. Employees may apply for a lateral transfer once every twelve (12) months when a position is available.

A copy of all vacancies and postings will be forwarded to the Union Office and to the Chief Steward. The name of successful bidders for such vacancies will also be provided to the Union.

- d. Temporary vacancies expected to last four (4) or more months will be posted in accordance with Article 10.2 (a). No secondary vacancies will be posted as a result of the awarding of a temporary vacancy to a staff member.

Upon the return of the original individual who vacated the position the person who assumed the temporary position shall return to his or her former position.

Should the individual who has vacated the position fail to return to work the successful applicant will maintain the vacancy on a permanent basis.

Nothing in this agreement shall prevent the employer from filling temporary vacancies with new hires. During the term of the temporary vacancy such new hires shall be deemed to be probationary employees.

- e. Emergency call in lists

Employees will state their availability for emergency duty on an emergency call in list.

This list will remain posted at all times and the Employer will call employees whose name appears on that list from top to bottom on a rotating basis, providing such employees have the qualifications, skills and ability to perform the work.

Employees unavailable or unwilling to accept the assignment will be considered to have worked for the purpose of proceeding through the list.

### 11.2 Lay-off and Recall

- a. As per article 10.1, In case of lay-off, or recall from lay-off, the employee with the greatest seniority, provided that he / she has the skill, ability to perform the required work, shall be the last to be laid off and conversely the first to be recalled from layoff.
- b. In the event of a layoff, the Employer agrees to notify and meet with the Union to discuss the effects to the layoff and consider possible alternatives to the layoff prior to notifying the affected employees.
- c. In the event of a reduction in the regular hours of work or a layoff of a permanent nature, the affected employee may accept the lay-off or exercise seniority rights to bump the least senior employee in the classification, on the shift. The parties agree that the employee originally subject to the lay-off must have the qualifications to do the job.

A displaced employee may accept the lay-off or exercise seniority rights to bump the least senior employee in an equal or lower paying classification, on the same or another shift. Again, the parties agree that the employee originally subject to the lay-off must have the qualifications to do the job.

An employee who is laid off shall be considered for vacancies at other sites in accordance with Article 10.2 of this agreement. Employees will not be compelled to accept positions at other locations/sites other than their own sites.

Where a reduction in the regular hours of work or a lay-off occurs, of a temporary nature not to exceed thirteen (13) weeks, in either case, the affected employee may only bump the least senior employee in the classification.

Recall of employee(s) on lay-off shall be in the reverse order of lay-off, by classification, provided the employee(s) being recalled has the skill(s) and ability to do the work available.

- d. If known to the Employer, Employees will be provided with a minimum of seven (7) days notice of lay-off.
- e. In all cases of layoff probationary employees shall be laid off before employees who have attained seniority.

### **11.3 Recalls**

Before hiring any new employee, the Employer will offer such opening to the qualified employee most recently placed on the lay-off list by means of registered letter.

## **Article 12 - Wages**

**12.1** Hourly wages will be paid according to the classification and schedule set forth in Schedule "A" of this Agreement.

**12.2** Employees will be paid every two weeks or semi monthly. In the case of a holiday, employees will be paid on the previous business day prior to the Holiday.

**12.3** The Employer may elect to provide "automatic deposit" of net pay to the employee's bank account. In such cases, it is the sole responsibility of the employee to provide current, accurate banking information to the Employer and the Employer will ensure that a Statement of Earnings is provided to the employees in accordance with the distribution requirement outlined in Paragraph 12.1

12.4 Corrections to payroll errors are done the day following the payday. The employees shall inform the Area Manager who will notify the payroll office. A cheque will be issued for amount equal or exceeding \$50.00. Lesser amounts will be paid in the following payroll.

### **Article 13 – Hours of Work and Overtime**

13.1 The normal work schedule for each employee shall be made available to an employee or union Representative upon request.

13.2 An employee who reports for his / her scheduled shift and finds that no work is available, will be paid for four and one half (4.5) hours or the length of her scheduled shift (whichever is less) at his / her regular rate of pay unless the employee received prior notification not to report to work or the unavailability or work is the result of cause beyond the control of the Employer, i.e. fire, flood, strike or an act of God, etc.

13.3 The Employer agrees to distribute excess work as equitably as possible among available, qualified employees. This work will be offered to employees in the classification normally assigned to perform work.

13.4 The Employer agrees to pay time and one-half (1 ½) the hourly rate established in Schedule "A" for all hours paid in excess of forty-four (44) hours in a work week.

13.5 The Employer will not reschedule any employees for the purpose of avoiding overtime.

13.6 Available overtime opportunities shall be offered equitably, on a rotational basis, to employees who have expressed their desire to work overtime, and are available.

13.7 The parties agree that bargaining unit employees employed on the date of ratification of this Collective Agreement will suffer no reduction in hours of work, for the life of this Agreement, unless a tenant vacancy occurs resulting in a decrease in the area to be cleaned, or a request is made by the customer to reduce operating cost. Nothing in this article shall prevent the employer from laying off employees pursuant to the lay-off provisions (11.2).

## **Article 14 - Holidays**

**14.1** The recognized holidays with pay for this Agreement shall be:

New Years Day	Good Friday	Victoria Day
Canada Day	Thanksgiving Day	Labour Day
Boxing Day	Christmas Day	Family Day

Effective 2013, employees who have completed one year of service or seniority shall be entitled to one (1) paid personal day per contract year to be scheduled on a mutually agreed date.

**14.2** Eligible employees who are not assigned to duty on a Holiday named above will be paid their regular pay for the day.

**14.3** Employees who are required to work on any of the Holidays specified in 14.1 above shall be paid at the rate of one and one-half times (1 ½) their regular rate of pay for all hours worked in addition to their regular rate for scheduled hours on that day.

**14.4** Eligibility - An employee must have passed probation and must work his regularly scheduled shift before and after the Holiday, unless absent with permission of the Employer or because of proven illness. Probationary employees will receive statutory holiday pay in accordance with ESA.

**14.5** Where a Holiday falls within an employee's vacation period such employee shall, at the employee's option, receive an extra day's pay in lieu of the holiday or an additional day of vacation at time which is mutually agreed upon by the employee and Employer.

**14.6** Statutory Holiday hours worked will count towards the calculation of overtime hours that week.

## **Article 15 - Vacations**

**15.1** Vacation entitlement shall be calculated in accordance with article 10.3 of this agreement.

**15.2** In 2011 and 2012, vacation entitlement shall be in accordance with the Employment Standards Act, 2000.

**15.3** In 2013, and each year thereafter, employees will be entitled to vacation as follows:

- a) Upon completion of twelve (12) months of service, each employee shall be entitled to a two (2) weeks' vacation with pay at 4% of the gross wages of the employees in the previous twelve (12) months of employment.
- b) Employees who have completed eight (8) years of service shall be entitled to three (3) weeks' vacation with pay at six (6) percent of gross wages of the employees in the previous twelve (12) months of employment.
- c) Employees who have completed fifteen (15) years of service shall be entitled to four (4) weeks' vacation with pay of eight (8) percent of gross wages of the employees in the previous twelve (12) months of employment.

15.4 Vacation pay shall be paid as a separate line item and / or by a separate cheque.

15.5 Vacation requests will be submitted to the Employer by March 15<sup>th</sup> of each year and will be confirmed by the employer by April 1<sup>st</sup>. Vacation time will be allotted on the basis of seniority. Employees who miss the cut off date will have their vacation granted based on availability.

The Company reserves the right to deny request for vacation leave for the period of November 1<sup>st</sup> to December 31<sup>st</sup> at locations that are open 7 days a week.

## **Article 16 - Leave of Absence**

16.1 The Company may, in its sole discretion, authorize a leave of absence of up to six (6) weeks without pay or benefits for personal reasons. Such request will be in writing, with the reason(s) clearly stated, and must be submitted as far in advance as possible to the Manager. In the event of an emergency leave of absence the Company may waive the request be in writing. An employee returning from such leave shall be placed in his/her former job and shift, if applicable.

The Employer may grant leave of absence in excess of six (6) weeks, however, seniority shall cease to accumulate after a six (6) weeks leave.

16.2 **Bereavement** - In the event of the death of an employee's spouse, child, step-child, mother, father, sister, brother, grandparent, grandchild, the Company agrees to grant paid time off, from scheduled work up to three (3) scheduled consecutive days. The three (3) days must include or immediately precede or follow the day of the funeral.

In the event of the death of an employee's mother-in-law or father-in-law, the Company agrees to grant paid time off, from scheduled work for two (2) days.

In the event of the death of an employee's son-in-law, daughter-in-law, sister-in-law or brother-in-law, the Company agrees to grant paid time off, from scheduled work for one (1) day.

In the event of the death of an employee's spouse's grandparent, the Company agrees to grant paid time off, from scheduled work for one (1) day.

- 16.3 Jury Duty** – An employee, when called for jury duty or subpoenaed as a witness for the Company will be granted time off and compensated for the difference between his normal earnings and the payment received for jury duty or being so subpoenaed. The employee will provide evidence that he reported for jury duty or attended as a subpoenaed witness.
- 16.4 Pregnant and Parental Leave** – The Company agrees to provide pregnancy and parental leave consistent with the Ontario Employment Standards Act. Upon return from such leave employees will be entitled to be reinstated to the same job in the same work area, if still available.
- 16.5** The Employer has the right to request an acceptable justification in cases of excessive or pattern absenteeism. The Employer will pay for any medical certificate requested by the Company to a maximum of \$20.00.
- 16.6** An employee shall be granted one (1) days leave of absence with pay for the purpose of attending formal hearings to obtain his / her Canadian citizenship.
- 16.7** Employees legitimately absent from work for a period of twelve (12) calendar months or less shall, upon their return to work, be entitled to be re-instated, unless operations have ceased in that work area.

## **Artic' 17 – Uniforms**

**17.1 Uniform Policy** – The Employer believes strongly that image is very important and portrays their professionalism. The Company requires all front line employees to wear Company uniforms as prescribed in their policy and in compliance with the Company's contract with its clients.

The employer agrees to continue its current practice with respect to the provision of uniforms.

Clothing or garments that are not supplied by the Company must be matching to the Company's uniform and must receive Management approval in advance.

Cleaning and maintenance of uniforms is the responsibility of the employees. Worn out or torn uniforms shall be returned to the Supervisor and will be replaced when required.

The uniforms are supplied free of charge to the employee provided all uniforms are returned to the Company upon separation of employment. Employees who fail to return the uniforms immediately upon departing from the Company will be deducted the full cost of the uniforms from their last pay.

Each employee is responsible for purchasing his or her footwear. Closed shoes with an anti-slip sole must be worn at work. Where certified safety shoes must be worn on the job, the Company reimburses employees up to one hundred (\$100.00) dollars every two (2) years upon presentation of an acceptable purchase receipt.

Employees have the option of changing into and out of their uniform at the work place. Employees who wish to wear the Company's uniform while off duty must conform to the Company's dress code.

**17.2** The Employer will provide a winter coat with Company identification and gloves selected by the Employer to employees required to work outside during the winter months.

**17.3** If lockers are available at the workplace, the Employer will supply the available facilities to the employees.

## **Article 18 - General**

- 18.1** All special equipment and all equipment necessary to perform the duties assigned to the employees shall be furnished and kept in repair by the Employer.
- 18.2** Employees scheduled for a shift of more than five (5) hours shall be scheduled for an unpaid meal period of one -half (1/2) hour, unless an alternate arrangement is reached by the parties.
- 18.3** Employees scheduled for a shift of eight (8) hours shall be scheduled for two (2) fifteen (15) minutes rest periods during their shift. Each employee scheduled for a shift of less than eight (8) hours shall be scheduled for one (1) fifteen (15) minutes rest period during their shift.
- 18.4** All employees must be ready for duty upon commencement of shift. There shall be a five (5) minute personal wash-up period at the end of each regular shift for the purpose of changing clothes, etc.
- 18.5** Supervisors may perform bargaining unit work for experimentation, training purposes, emergencies purposes or as performed prior to the date of ratification of this Collective Agreement.
- 18.6** Employees temporarily assigned to perform the duties of higher rated classification shall be paid the rate of pay of that classification for the duration of the assignment, if the said assignment last longer then three (3) hours.
- 18.7** The parties agree to abide by the Human Rights Code. This will include making reasonable efforts to modify break times to accommodate prayer times or religious fasting.
- 18.8** The parties agree to equally share the cost of printing this Agreement.
- 18.9** In the event major changes are made to employees work assignment or operational changes are made that effect the majority of the members of the bargaining unit at a specific site, the employer agrees to the following;
- a) To notify the union before any member is advised of the change. If possible, such notification will take place at least 30 days before the change. Both parties agree to meet, if necessary, within two weeks of such notice having been received.
  - b) To share with the union the reasons for the change and the impact on members of the bargaining unit.

- c) To discuss and jointly determine if new classifications are being created and if so to negotiate an appropriate rate of pay for these classifications. It is understood that no new classification shall be paid a rate less than as set out in Schedule A.

18.10 Notwithstanding any other article in this collective agreement the parties will meet quarterly to review the issues of mutual concern in the industry.

#### **Article 19 – Bulletin Boards**

19.1 Subject availability of space and management approval, the Employer shall provide the Union with a bulletin board for posting notices. Where no bulletin board is available the Employer agrees to facilitate the distribution of Union provided material to the bargaining unit members.

#### **Article 20 – Health and Safety**

20.1 The Company and the Union recognize the benefits to be derived from a safe and healthy place of employment. It is agreed that the Company, the employees and the Union will cooperate fully to promote safe work practices, health conditions and the enforcement of safety rules and procedures.

20.2 Employees are required to report injuries to their Supervisor immediately. Any employee injured on the job shall be paid for the balance of his shift on which the injury occurred at the straight time hourly rate if, as a result of such injury, the employee is sent home by an officer or representative of the Employer, or is hospitalized.

20.3 If an employee is requested by the Employer to escort the injured employee home or to a hospital, that employee shall also be paid for the balance of his / her shift.

**Article 21 - Duration**

**21.1** This Agreement is effective from July 1, 2011, and shall continue in effect through June 30, 2015.

**FOR THE EMPLOYER:**

**FOR THE UNION:**

\_\_\_\_\_  
Ability Janitorial Services Ltd.

\_\_\_\_\_  
Tom Galivan

\_\_\_\_\_  
Allen Maintenance Ltd

\_\_\_\_\_  
Bee-Clean Building Maintenance

\_\_\_\_\_  
Cleanmatters Janitorial Services Ltd.

\_\_\_\_\_  
Domus Building Cleaning Company Ltd.

\_\_\_\_\_  
Dustmoon Maintenance Limited

\_\_\_\_\_  
Empire Maintenance Industries

\_\_\_\_\_  
Hallmark Housekeeping Services Inc.

\_\_\_\_\_  
M.A. Independant

\_\_\_\_\_  
Omni Facility Services Canada Ltd.

\_\_\_\_\_  
Service Star Building Cleaning Inc.

\_\_\_\_\_  
UNICCO Facility Services Canada Company

Schedule "A"

Classification and Wages

Minimum Rates:

Classification	At the time of ratification	September 1, 2011	September 1, 2012	September 1, 2014
Cleaner	\$10.50	\$10.75	\$11.00	\$11.25
Day porter / Matron	\$11.25	\$11.50	\$11.75	\$12.00

Note: Probationary employees will receive a rate that is 25 cents less than the minimum rate.

Premiums:

Leadhand	\$0.50
Midnight Shift	\$0.50

Minimum Increases

Is understood that upon ratification of this agreement no employee shall receive a wage increase of less than 25 cents.

Employees Receiving Rates above the Minimum Rates:

Except where the terms and conditions for a specific location are set out in an appendix to this agreement those employees getting paid rates at or higher than those on the grid above shall receive a twenty-five cent (\$0.25) per hour annual wage increase until such time as their hourly rate and the wage grid above are equal.

Employment Standards Act

The parties agree that at no time will any person covered by this agreement earn a wage rate less than 25 cents above the minimum wage.

Should the Employer acquire new job sites that are unionized with superior wages and/or benefit those terms will be recognized and maintained.

Should the Employer acquire new job sites that are non union with superior wages and/or benefits the parties will meet to negotiate the specific terms of employment that will apply to the employees of that specific site.

Where the parties are unable to negotiate the terms of employment referred to above either party may refer the matter to binding arbitration as referred to in Article 8.7 of this collective agreement.

## Letter of Understanding #2: Non Union Tenders

Where a non union account goes out for tender nothing in this agreement shall prevent the union and the employer signatories to this agreement from agreeing to terms and conditions for the account that are less than those provided for in this agreement.

### Letter of Understanding #3: Excluded Accounts

Accounts that fall within the scope of this agreement but that are currently excluded by agreement of the parties shall be folded in to this agreement on the following basis.

- a) The company will voluntarily recognize the union as the bargaining agent for employees at the excluded site(s) once the client at that site(s) has notified the company is to go out for tender, or by June 30, 2014, whichever is sooner.