

# **COLLECTIVE AGREEMENT**

between

**BUILDING AND MAINTENANCE IND.**

(hereafter referred to as the "Company" or the "Employer")

- and -

**Service Employees International Union, Local 2**



**Effective Date: May 10, 2021**

**Expiry Date: May 9, 2023**

## Table of Contents

<b>ARTICLE 1 - GENERAL.....</b>	<b>4</b>
<b>ARTICLE 2 - RECOGNITION.....</b>	<b>4</b>
<b>ARTICLE 3 - RELATIONSHIP .....</b>	<b>4</b>
<b>ARTICLE 4 - UNION DUES.....</b>	<b>5</b>
<b>ARTICLE 5 - MANAGEMENT FUNCTIONS.....</b>	<b>6</b>
<b>ARTICLE 6 - NO STRIKE, NO LOCKOUTS.....</b>	<b>7</b>
<b>ARTICLE 7 - UNION STEWARDS.....</b>	<b>7</b>
<b>ARTICLE 8 - GRIEVANCE PROCEDURE.....</b>	<b>9</b>
<b>ARTICLE 9 - PROBATIONARY PERIOD.....</b>	<b>13</b>
<b>ARTICLE 10 - SERVICE &amp; SENIORITY .....</b>	<b>13</b>
<b>ARTICLE 11 - JOB POSTINGS, LAY-OFF AND RECALL.....</b>	<b>15</b>
<b>ARTICLE 12 - WAGES.....</b>	<b>19</b>
<b>ARTICLE 13 - HOURS OF WORK AND OVERTIME .....</b>	<b>19</b>
<b>ARTICLE 14 - HOLIDAYS .....</b>	<b>21</b>
<b>ARTICLE 15 - VACATIONS .....</b>	<b>22</b>
<b>ARTICLE 16 - LEAVE OF ABSENCE .....</b>	<b>24</b>
<b>ARTICLE 17 - UNIFORMS.....</b>	<b>25</b>

<b>ARTICLE 18 - GENERAL.....</b>	<b>26</b>
<b>ARTICLE 19 - BULLETIN BOARDS.....</b>	<b>28</b>
<b>ARTICLE 20 - HEALTH AND SAFETY .....</b>	<b>28</b>
<b>ARTICLE 21 - LIVING WAGE POLICY .....</b>	<b>29</b>
<b>ARTICLE 22 - HEALTH AND WELFARE BENEFITS.....</b>	<b>29</b>
<b>ARTICLE 23 - DURATION .....</b>	<b>30</b>
<b>SCHEDULE "A" – CLASSIFICATIONS AND WAGES .....</b>	<b>32</b>
<b>SCHEDULE "B" - RETIREMENT SECURITY.....</b>	<b>33</b>
<b>LETTERS OF UNDERSTANDING .....</b>	<b>37</b>

## **ARTICLE 1 - GENERAL**

1.01 It is the central purpose of this Agreement to establish the uniform, specific terms and conditions of employment between the Union and those Employers set out above (hereinafter referred to as "the Employer" or "the Company"), 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.

The objectives of this agreement are to develop and maintain a harmonious and co-operative relationship between the Employers, their employees and the SEIU: to promote co-operation between the parties and to provide an amicable method of settling grievances or differences arising from the provisions of this agreement.

## **ARTICLE 2 - RECOGNITION**

2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all its employees working at 1030 Innes Rd in the City of Ottawa

## **ARTICLE 3 - RELATIONSHIP**

3.01 The parties hereto agree that all present employees of the Employer covered by the terms of this Agreement shall remain members in good standing of the Union as a condition of continued employment.

3.02 All new employees hired after the signing date of this Agreement shall become members of the Union as a condition of continued employment.

3.03 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.

- 3.04 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 unreasonably denied.
- 3.05 The Employer shall endeavor, subject to the client's property rights, to facilitate access to the workplace for Union Representatives to conduct thirty (30) minute meetings twice per year.

#### **ARTICLE 4 - UNION DUES**

- 4.01 All new employees shall be required to become and remain members of the Union as a condition of employment.
- 4.02 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.
- 4.03 The Employer shall deduct and remit all Union dues on a monthly basis and shall send all of the monies so collected to the Secretary - Treasurer of the Union on or before the 15th day of the following month the deductions were made. Union dues will be accompanied by the following employee information which shall be sent to the Union by email in an Excel spreadsheet:
- (a) Employee name.
  - (b) Work location.
  - (c) Hourly wage.
  - (d) Hours worked.
  - (e) Union dues.
  - (f) Benefit premiums remitted.

In addition to the above information the employer shall provide the Union with the following information every three months:

- (a) Classification.
- (b) Site Seniority.
- (c) Service with company.
- (d) Home address.
- (e) Phone number.

4.04 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.

4.05 The Employer will indicate the amount of Union dues paid by employees on their T-4 slips.

## **ARTICLE 5 - MANAGEMENT FUNCTIONS**

5.01 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.

5.02 Without in any way diminishing or limiting those rights, it is understood and agreed that those rights 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, layoff, 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.

5.03 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**

6.01 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**

7.01 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 the 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 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.

7.02 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.

7.03 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 members 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.

7.04 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.



- 7.05 Copies of all disciplinary notices issued to bargaining unit members shall be forwarded to the Union's Business Agent.
- 7.06 The Union may request from each Company up to seven (7) 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**

- 8.01 The purpose of this Article is to provide an orderly procedure for the resolution and disposition of grievances.
- 8.02 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. An alleged violation of the Employment Standards Act may also be the subject of a grievance.
- 8.03 Step 1
- (a) An employee initiates 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.
  - (b) 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.
  - (c) 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.

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.

### 8.04 Union, Discharge and Employer Grievances

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

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

### 8.06 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 provided 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.

#### 8.07 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.

8.08 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.

8.09 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 file, 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**

9.01 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.

## **ARTICLE 10 - SERVICE & SENIORITY**

10.01 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.

10.02 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.

10.03 Service

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.

10.04 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 or the length of employment whichever is lesser.
- (f) Subject to the Human Rights Code, 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.

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

10.06 Where a dispute arises with respect to an employee's service date the parties agree that T-4 Statements shall constitute sufficient evidence to determine the employee's prior service record.

## **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 Articles 10.01 and 10.02.
- 11.02 Employees interested in vacancies at sites other than their own may advise the Employer in writing between January 1st and January 7th 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.

- 11.03 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 10.02.

- (c) Employees may apply for a lateral transfer once every twelve (12) months when a position is available. Only employees for whom a vacancy would create a change in classification, increase in hours or change of shift shall be eligible to apply. 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) Where the vacancy is not filled with an applicant from within the work location, the Company shall forward the job posting by email (electronic job posting) to all persons on the lay-off/recall list, on sick and/or maternity/parental leave and persons who have indicated in writing their desire to be notified of company-wide job postings pursuant to Article 11.02. Persons on the lay-off /recall list shall have thirty-six (36) hours to respond to an electronic job posting indicating their interest in the position. The position shall be awarded on the following basis:
  - (i) To the most senior employee on the lay-off /recall list, who has the skill and ability to perform the work;
  - (ii) Where it is not awarded to a person on the lay-off/ recall list to the most senior employee who has the skill and ability to perform the work, pursuant to Article 11.02.

Clarity Note: It shall be the sole responsibility of employees to provide the Employer with their current email address

- (e) Temporary vacancies expected to last four (4) or more months will be posted in accordance with Article 10.02 (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.

(f) 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.

#### 11.04 Lay-off and Recall

- (a) As per article 10.01, 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 lay-off.
- (b) In the event of a lay-off, the Employer agrees to notify and discuss with the Union the effects to the lay-off and consider possible alternatives to the lay-off prior to notifying the affected employees.

- (c) In the event of a reduction in the regular hours of work or a lay-off of a permanent nature, the affected employee may accept the lay-off or exercise seniority rights to bump the least senior employee working in the building/cluster of buildings (as agreed by the parties) in an equal or lower paying classification, on the same or another shift. The parties agree that the employee originally subject to the lay-off must have the qualifications to do the job.
- (d) 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 10.02 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.

- (e) If known to the Employer, Employees will be provided with a minimum of fourteen (14) calendar days' notice of a temporary or permanent lay-off.
- (f) In all cases of lay-off probationary employees shall be laid off before employees who have attained seniority.

## 11.05 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**

- 12.01 Hourly wages will be paid according to the classification and schedule set forth in Schedule "A" of this Agreement.
- 12.02 Effective January 1, 2016, employees will be paid every two weeks. In the case of a holiday, employees will be paid on the previous business day prior to the holiday.
- 12.03 Effective January 1, 2016, the Employer shall 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 12.01. The statement of earning shall include the employee's vacation pay accrued to date.
- 12.04 Corrections to payroll errors are done the day following the payday. The employee shall inform the Area Manager who will notify the payroll office. A cheque will be issued for amounts equal or exceeding \$50.00. Lesser amounts will be paid in the following payroll.

## **ARTICLE 13 - HOURS OF WORK AND OVERTIME**

- 13.01 The normal work schedule for each employee shall be made available to an employee or Union Representative upon request.

- 13.02 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 his/her scheduled shift (whichever is less) at his/her regular rate of pay unless the employee received forty-eight (48) hours notification not to report to work or the unavailability of work is the result of cause beyond the control of the Employer, i.e. fire, flood, strike or an act of God, etc.
- 13.03 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.
- 13.04 The Employer agrees to pay time and one-half ( $1\frac{1}{2}$ ) the hourly rate established in Schedule "A" for all hours paid in excess of forty-four (44) hours in a work week.
- 13.05 The Employer will not reschedule any employees for the purpose of avoiding overtime.
- 13.06 Available overtime opportunities shall be offered equitably, on a rotational basis, to employees who have expressed their desire to work overtime and are available.
- 13.07 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 costs. Nothing in this article shall prevent the Employer from laying off employees pursuant to the lay-off provisions (11.04).
- 13.08 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.
- 13.09 Employees scheduled for a shift of eight (8) hours shall be scheduled for two (2) fifteen (15) minute 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) minute rest period during their shift.

Where the Employer schedules a one-hour unpaid lunch break, employees shall receive a premium of twenty-five (25) cents on all hours worked in addition to all other wages and premiums set out in the Collective Agreement.

**Clarity Note:** For the two accounts identified by the parties at negotiations as having a one-hour unpaid lunch this provision shall take effect one month prior to the expiry of the employer's service contract with the client.

13.10 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.

## ARTICLE 14 - HOLIDAYS

14.01 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

Employees who have completed seven (7) days of service shall be entitled to two (2) paid personal days per contract year. Employees who have completed one (1) year of service shall be entitled to four (4) paid personal days per contract year.

14.02 If personal days are utilized for non-illness related absence, such day must be requested and will be scheduled upon mutually agreed dates.

If float days are utilized for illness related absences, the employee shall provide four (4) hours advanced notice of the shift where possible and provide physician certification, if required by the Company.

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

- 14.04 Employees who are required to work on any of the Holidays specified in 14.01 above shall be paid at the rate of one and one-half times (1 <sup>1/2</sup>) their regular rate of pay for all hours worked in addition to their regular rate for scheduled hours on that day.
- 14.05 Easter Monday and Remembrance Day shall be considered regular work days. In buildings where a portion, or all of the occupants, observe a federal holiday and the Employer instructs an employee not to report for work on these days **this shall be done in writing** and they shall be entitled to receive their regular pay for the day.
- 14.06 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 the ESA.
- 14.07 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 a time which is mutually agreed upon by the employee and Employer.
- 14.08 Statutory Holiday hours worked will count towards the calculation of overtime hours that week.

## **ARTICLE 15 - VACATIONS**

- 15.01 Vacation entitlement shall be calculated in accordance with Article 10.03 of this agreement.
- 15.02 Employees will be entitled to vacation as follows:
- (a) Employees who have completed twelve (12) months of service shall be entitled to two (2) weeks' vacation with pay at four (4%) percent of the employee's gross wages for the previous twelve (12) months of employment.

- (b) Employees who have completed five (5) years of service shall be entitled to three (3) weeks' vacation with pay at six (6%) percent of the employee's gross wages for 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 at eight (8%) percent of the employee's gross wages for the previous twelve (12) months of employment.
- (d) Employees who have completed twenty (20) years of service shall be entitled to five (5) weeks' vacation with pay at ten (10%) percent of the employee's gross wages for the previous twelve (12) months of employment.

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

15.04 Vacation requests will be submitted to the Employer by March 15th of each year and will be confirmed by the Employer by April 1st. Vacation time will be allotted on the basis of seniority subject to operational requirements. Requests shall not be unreasonably denied. Employees who miss the cut off date will have their vacation granted based on availability.

15.05 All vacation request forms shall be provided to all employees and all vacation requests shall be responded to in writing by the cut off date as referred to in article 15.04 or within seven (7) calendar days of the request being submitted in all other cases.

## **ARTICLE 16 - LEAVE OF ABSENCE**

16.01 An employee may request 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. Such requests shall not be unreasonably denied. 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.

16.02 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 aunt, uncle, 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.

16.03 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.

16.04 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.

- 16.05 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. Reimbursement shall be by way of a separate cheque and not subject to regular payroll deductions.
- 16.06 An employee shall be granted one (1) day's leave of absence with pay for the purpose of attending formal hearings to obtain his / her Canadian citizenship.
- 16.07 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.

## **ARTICLE 17 - UNIFORMS**

- 17.01 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 workplace. Employees who wish to wear the Company's uniform while off duty must conform to the Company's dress code.

- 17.02 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.
- 17.03 If lockers are available at the workplace, the Employer will supply the available facilities to the employees.

## **ARTICLE 18 - GENERAL**

- 18.01 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.
- 18.02 Supervisors may perform bargaining unit work for experimentation, training purposes, emergency purposes or as performed prior to the date of ratification of this Agreement.

For the purpose of clarity, persons employed as Special Project Employees prior to August 5, 2015 shall be considered supervisors. Persons hired as Special Project Employees on or after August 5, 2015 shall be included in the bargaining unit.

18.03 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.

18.04 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.

There shall be no discrimination against any employee on the basis of gender, gender identity, sexual orientation or because of race, religious creed, colour, national origin or age.

18.05 The parties agree to equally share the cost of printing this Agreement.

18.06 In the event major changes are made to employees' work assignment or operational changes are made that affect 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.

18.07 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**

- 19.01 Subject to 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**

- 20.01 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.

Employees working at locations requiring a facility Joint Health and Safety Committee (JHSC) must elect an employee in accordance with the OHSA and participate in the Committee's activities as per the facility direction. In accordance with the Occupational Health and Safety Act, a member of the Committee or a Health and Safety Representative shall be deemed to be at work while the member is fulfilling the requirements under the Act and shall be paid their regular rate or premium rate as may be proper.

- 20.02 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.
- 20.03 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.
- 20.04 In the event that an employee alleges the existence of any unsafe practice or unsafe conditions, the employee concerned has an obligation to immediately report such practice or condition to the Employer.

20.05 Employees shall report any work-related accident/injury to his immediate supervisor as soon as it occurs, and both the employee and Employer must follow through with all responsibilities outlined in the Workplace Safety and Insurance Act.

## **ARTICLE 21 - LIVING WAGE POLICY**

21.01 Where the Federal government establishes a policy requiring contractors to provide employees working in government buildings with wages and/or benefits that are superior to those set out in this Agreement, those superior wages and benefits shall become part of this Agreement.

## **ARTICLE 22 - HEALTH AND WELFARE BENEFITS**

22.01 The employer shall enroll all employees who have completed probation into the SEIU Local 1 & 2 Benefit Trust and shall contribute on behalf of eligible employees eighty (80) cents for every hour worked as well as for every hour of paid vacation. The hourly premium shall increase to eighty-five (85) cents per hour on July 1, 2020.

22.02 An employee on a leave of absence or temporary layoff for a period of up to three (3) months may remain enrolled in the benefit plan provided such employee makes the full premium payment per the plan's policy in advance to the Trust Fund Administrator.

In cases of proven illness, the employee may remain enrolled in the benefit plan for a period of up to twelve (12) months, provided such employee makes the full premium payment in advance to the Trust Fund Administrator.

22.03 These remittances will be used for the provision of a schedule of benefits for eligible employees.

22.04 The Employer shall enroll all eligible employees in the plan on the first day of the month following probation.

- 22.05 The Employer shall remit the contributions referred to in this Schedule to the Benefit Trust along with all back up information no later than the 15<sup>th</sup> day of each month.
- 22.06 The Union will provide employers with quarterly reports on enrolment levels in the Union's Benefit Trust for persons covered by this Agreement. It is understood that in order for the Union to meet this obligation, all of the signatories to this agreement must be submitting their premiums electronically and must not be delinquent in their remittances.

## **ARTICLE 23 - DURATION**

- 23.01 This Agreement is effective from May 10, 2021 and shall continue in effect through May 9, 2023.

**For the Company**

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Building and Maintenance Ind.

**For the Union**



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Chris Lee, Business Agent

## SCHEDULE "A" – CLASSIFICATIONS AND WAGES

### Minimum Rates:

Classification	May 10/2021	May 10/2022
Cleaner	15.70	16.20
Day Porter/Matron	15.70	16.20

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

### Premiums:

Overnight shift premium: 50 cents

Special Projects & Lead hand premium: 50 cents

Overnight shift is defined where the majority of hours fall between 11:00 pm and 7:00am.

### Increase:

Persons employed on the date of ratification shall suffer no reduction in wages or any other employment entitlement. All employees, inclusive of employees earning wage rates greater than those set out above, shall be entitled to the following minimum increases:

Upon ratification – \$0.25 cents/hour wage increase on all rates;

May 10, 2021 - \$0.45 cents/hour wage increase on all rates;

May 10, 2022 - \$0.50 cents/hour wage increase on all rates;

The shift premium shall be included in the payment of sick days, personal days and statutory holidays.

The parties agree that at no time will any person covered by this Agreement earn a wage rate less than \$0.50/hour above the minimum wage.



## **SCHEDULE “B” - RETIREMENT SECURITY**

Starting April 1, 2022, the Employer shall enroll all eligible employees into the Multi-sector Pension Plan with terms and contributions outlined in Schedule “B”.

In this Article, the terms used shall have the meanings described:

1. (a) “Plan” means the Multi-Sector Pension Plan
- (b) “Applicable Wages” means the basic straight time wages for all hours worked and in addition;
  - (i) The straight time component of hours worked on a holiday; and
  - (ii) Holiday pay, for the hours not worked; and
  - (iii) Vacation pay; and
  - (iv) Sick pay paid directly by the Employer (but not short-term indemnity payments paid by an insurer) which results in the Employee receiving full payment for the hours missed due to illness. Applicable wages include any sick pay which an Employee is permitted to receive in cash despite not having been absent from the workplace; and

All other payments, premiums, allowances and similar payments are excluded.
- (c) “Eligible Employee” means all employees in the bargaining unit who have completed probation with the Employer.
2. Commencing April 1, 2022 each Eligible Employee shall contribute for each pay period an amount equal to 1% of Applicable Wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to 1% of Applicable Wages to the Plan.

3. The Employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable. The Employer shall remit all contributions in the manner directed by the Administrator of the Plan.
4. The Employer agrees to provide to the Administrator of the plan, on a timely basis, all information required pursuant to the Pension Benefits Act, R.S.O. 1990, Ch. P-8, as amended, and *Income Tax Act* (Canada) which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. If maintained by the Employer in electronically readable form, the information shall be provided in such form to the Plan if the Administrator so requests.

For further specificity, the items required for each Eligible Employee by Article 4 of the agreement include:

**(a) To be provided at Plan Commencement**

- date of hire;
- date of birth;
- Social Insurance Number;
- date of first contribution;
- seniority list to include hours from date of hire to Employer's fund entry date;
- gender.

**(b) To be provided with each Remittance**

- name;
- Social Insurance Number;
- monthly remittance;
- pensionable earnings;
- year to date contributions;

employer portion of arrears owing due to error, or late enrolment by the Employer.

**(c) To be provided initially and as Status Chances**

full address;

termination date where applicable (MM/DD/YY);

marital status, and any change to marital status;

date of death (if applicable);

**(d) To be provided annually but no later than December 31**

current complete address listing for all Eligible Employees;

period(s) of absence due to illness or disability, including WSIB (while Employee retains seniority);

period(s) of lay-off, while subject to recall;

period(s) of absence for pregnancy or parental leave;

period(s) of strike or lockout;

other leaves of absence.

hours worked by employees covered by the collective agreement who are not yet eligible employees, in the month and cumulatively since their date of hire.

5. The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust establishing the Multi-Sector Pension Plan and the rules and regulations of the Plan adopted by the Trustees of the Plan, both as may be amended from time to time. In addition, the Employer agrees to enter into a Participation Agreement with the Trustees of the Plan in the form attached hereto as Schedule "B".

6. The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan or be responsible for providing any such benefits.

The Union and the Employer acknowledge and agree that under current pension legislation, and/or regulations, the Employer has no requirement to fund any deficit in the Plan, but is required to contribute only that amount as required by the Collective Agreement in force between the parties. It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer's obligation to contribute to the Plan exceeds the amount specified in the Collective Agreement then in force, the parties will negotiate a method to relieve the Employer of this increased obligation to the extent that any such obligations exceed those which the Employer would have if the Plan were a defined contribution plan.

## **LETTERS OF UNDERSTANDING**

### **Letter of Understanding #1: Maintenance of Standards**

Should the Employer acquire new job sites that are unionized with superior wages and/or benefits 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 8.07 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 into this Agreement upon the ratification of the Agreement.

### **Letter of Understanding #4: Most Favoured Nations Clause**

If the Union agrees to different economic terms and conditions more favorable to any Employer performing work covered under the scope of this Agreement, those terms and conditions shall apply to any other signatory Employer of the Agreement.

Enforcement of this side letter shall be through the grievance and arbitration provisions of the Agreement.