

## **COLLECTIVE AGREEMENT**

**BETWEEN: 1659894 ONTARIO LTD. O/A SERVICEMASTER CONTRACT SERVICES**

(hereinafter called the "Employer")

- and -

**LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA,  
LOCAL 1059**

(hereinafter called the "Union")

It is agreed as follows:

### **ARTICLE 1 - RECOGNITION**

- 1.01 The Employer recognizes the Union as the sole collective bargaining agent for all employees of the Employer engaged in cleaning and maintenance at U.W.O. Research and National Research Council (NRC IRAP), 800 Collip Circle, in the City of London, save and except forepersons and persons above the rank of foreperson.

### **ARTICLE 2 - UNION SECURITY**

- 2.01 All employees covered by the Collective Agreement, as a condition of employment, shall become and remain members in good standing of the Union during the life time of this Agreement. The Employer shall deduct and remit monthly union dues from each employee as denoted in writing from the Union.
- 2.02 The Employer shall forward such deductions to the Secretary-Treasurer of the Union not later than the 15th of the month following the month in which the deductions were made.
- 2.03 The Employer shall, when forwarding such dues, provide a list for the Secretary-Treasurer of the Union, listing the names and corresponding social insurance numbers of the employees from whose pay such deductions were made.

When new employees are hired, the Employer will provide the Union with their

names, Social Insurance Numbers, addresses, dates of birth and telephone numbers on the contribution report immediately following their date of hire.

- 2.04 The Union shall indemnify the Employer from any claim which may arise from deductions made pursuant to this Article however the Employer shall be liable for any deductions it fails to make in accordance with this Article.
- 2.05 The Employer agree that all work contracted to the Employer at the site or sites listed in Article 1, shall only be performed by bargaining unit employees under the terms and conditions of this Agreement, except for the employer's current practice of sub-contracting exterior window cleaning that must be performed other than from the ground or with a step ladder and for incidental work and practices agreed to between the parties.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

- 3.01 The Employer shall have the exclusive functioning option to conduct its business in all respects in accordance with its commitments and responsibilities including the right to:

- (a) manage, locate, extend, schedule, curtail or cease maintenance operations;
- (b) determine the number of workers required for any or all operations; assess the qualification of employees; assign or reassign work loads of employees; determine and evaluate the content and functions of all jobs and classifications; revise work assignments at any time and maintain an efficient mobile work force with diverse skills;
- (c) determine the types and placement of machines, tools, materials and equipment; and to introduce new or improved systems and equipment;
- (d) hire, classify, promote, transfer and lay off employees and to discharge, demote and suspend employees for just cause.
- (e) establish, revise from time to time and enforce reasonable rules of conduct and procedure for its employees, maintain order, discipline and efficiency;

- all subject to the provisions of this Agreement. It is agreed that these functions shall not be exercised in an unreasonable manner inconsistent with the express provisions and intent of this Agreement.

## **ARTICLE 4 - GRIEVANCE PROCEDURE**

- 4.01 The immediate attention to complaints and grievances is of the utmost importance. Properly constituted grievances may be processed through the following procedures. If an employee has a complaint arising out of the Employer's administration of the Collective Agreement he shall first discuss it with his supervisor. If the employee is not satisfied following this discussion he may file a grievance at Step 1 of the Grievance Procedure.

### **STEP NO. 1**

Within ten (10) working days after the alleged grievance incident, the aggrieved must present the grievance to an immediate supervisor in writing.

Should no settlement satisfactory to the aggrieved be determined within five (5) working days, the next step of the grievance procedure may be implemented within five (5) working days following.

### **STEP NO. 2**

The aggrieved, through an authorized union representative, may submit the grievance to an authorized agent of the Employer, in writing and the responsible parties shall meet with within five (5) working days following.

Should no settlement satisfactory to the aggrieved be determined within five (5) working days following this meeting, the next step of the grievance procedure may be implemented within five (5) working days following.

### **STEP NO. 3**

Should no settlement satisfactory to the aggrieved be determined within five (5) working days following, the grievance may be submitted to arbitration within ten (10) working days following, as provided for in Article 5 - Arbitration.

- 4.02 Grievances pertaining to alleged violation of payment for hours of work, rates of pay, overtime, vacation and statutory holiday pay, shift premiums, and any other monetary item may be brought forward from three (3) months of the alleged violation. Benefit or dues or any other deduction grievances may be brought forward within twelve (12) months after the circumstances giving rise to the grievance become known to the Union. It is understood that any adjustment of any grievance shall be retroactive to the first day of the violation.
- 4.03 Satisfactory judgement of such grievances may be made retroactive to the point at which the Employer becomes aware of a complaint.
- 4.04 The grievance procedure for a non-probationary employee who claims he has



been terminated without just cause, shall be dealt with at Step 2, within five (5) working days after the termination. A probationary employee shall not have access to the grievance and/or arbitration provisions with respect to any discipline and/or termination of their employment.

#### **ARTICLE 5 - ARBITRATION**

5.01 Any properly constituted grievance concerning the interpretation, application, administration or alleged violation of this Agreement, which has been properly processed through all of the steps of Article 4, but has not been satisfactorily settled may be referred to arbitration, in accordance with the Ontario Labour Relations Act.

5.02 The Arbitrator shall hold a hearing as soon as possible from the date of receiving a Notice to Arbitrate.

5.03 If the parties agree, the Arbitrator shall, after hearing all of the evidence and submissions from all parties concerned, submit a final and binding decision in writing.

Reasons for the decision need not be given at the time of the decision but shall be provided within a reasonable period of time thereafter.

5.04 The Arbitrator shall be provided with written records containing details of the grievance, the section or sections of the Agreement which are alleged to have been violated and the requested remedy.

5.05 The Arbitrator shall not have the 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.

5.06 Statutory Holidays, Saturdays and Sundays shall be excluded from the times provided for the various steps. Time limits may be adjusted by agreement of the parties concerned.

5.07 The Union and the Employer shall equally share any expenses of the Arbitrator.

#### **ARTICLE 6 - UNION REPRESENTATION**

6.01 A Shop Steward may be appointed from employees with a minimum of three (3) months' seniority with the Employer.

The Union shall submit to the Employer in writing the names of the Shop



Steward. The Employer shall not be required to recognize shop stewards until notified in writing of the stewards' names.

A Shop Steward shall, in his or her specific job classification, be the employee retained the longest in his or her respective classification.

- 6.02 The Shop Steward shall perform the required duties of an employee of the Employer; the Union business shall not be conducted during regular working hours without express permission from an authorized agent of the Employer and such permission shall not be unreasonably withheld.
- 6.03 The Employer agrees that a Steward shall not suffer any loss of pay for time necessarily spent during working hours while processing grievances with management approval.
- 6.04 The Employer shall make a reasonable effort to have a Steward or Business Representative present at all times while the Employer is formally disciplining any employee (i.e. written reprimands, suspension or termination).
- 6.05 The Business Agent for the Union shall have access to all jobs during working hours but in no case shall his visits interfere with the progress of the work. When visiting a job he will first advise the superintendent of the Employer. Such access shall be subject to approval by the owner of the premises. If access is denied the parties shall meet and arrange an alternate method agreeable to the parties to enable the Business Agent to meet with the employees.
- 6.06 A Steward shall be allowed to attend Union meetings or training courses scheduled during such steward's shift. Reasonable notice shall be given to the Employer and the Employer will not be required to pay the Steward for time off work for these purposes. Such Union leave shall not exceed a total of ten (10) working days per calendar year, except were such courses involve training for certified Health and Safety representatives required by statute.

## **ARTICLE 7 - PRODUCTIVITY**

- 7.01 The Union and the Employer recognize the reciprocal value of improving, by all proper and reasonable means, the productivity of the individual employee; and undertake jointly and severally to promote and encourage such improved productivity.
- 7.02 The Union, during the term of this Agreement, shall not cause picketing, strikes or slowdowns which will interfere with the regular schedule of work of the employees of the Employer, and, the Employer, during the term of this Agreement, shall not cause a lockout of its employees.

## **ARTICLE 8 - STATUTORY HOLIDAYS**

8.01 The following Statutory Holidays shall be recognized:

New Year's Day	Labour Day
Family Day	National Day for Truth and Reconciliation
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Floater*
Civic Holiday	

The Employer will recognize any new Statutory Holiday recognized by the client.

\*Floater to be scheduled by mutual agreement of the Employer and employee. Employee to request in writing of his intended Floating holiday at least one (1) month in advance. Employee must be employed at least six (6) months by the Employer.

8.02 The employee must have worked their regular scheduled shift of each of the working days immediately preceding and immediately following each of the noted holidays before qualifying for Holiday Pay for any of the noted Statutory Holidays.

Holiday pay shall be equivalent to a normal shift at the employee's regular basic rate.

The noted requirements are not mandatory if the employee is prevented from working by illness or any other reason acceptable to the Employer. If requested the employee must provide medical verification of illness.

8.03 An employee required by an Employer to work any of the above noted Statutory Holidays shall be paid as follows:

**Hourly Paid Employees** - at the rate of one and a half (1 ½) times the employees regular hourly wage for each hour worked.

In addition to receiving the specifically defined Holiday Pay.

8.04 If any of the above holidays are observed by the Employer while an employee is on a scheduled vacation or on his or her regular day off, the employee shall have the option to be compensated on the following basis:

- (a) Payment for the equivalent of the wages he or she would have earned at his or her regular basic rate for his or her normal hours of work; or

- (b) A day off with pay, in accordance with (a) above, in lieu of the holiday. Such day may be taken in connection with his or her vacation or at some other mutually agreeable time.

#### **ARTICLE 9 - VACATION PAY**

- 9.01 Vacation Pay shall be based on the length of employment in accordance with the following:
  - (a) Employees with less than five (5) year's employment shall receive vacation pay equal to four percent (4%) of their gross wages earned and two (2) weeks of vacation.
  - (b) Employees with five (5) years or more employment shall receive vacation pay equal to six percent (6%) of their total gross wages earned and three (3) weeks of vacation.
  - (c) Employees with ten (10) years or more employment shall receive vacation pay equal to ten percent (10%) of their total gross wages earned and five (5) weeks of vacation.
  - (d) Employees with twelve (12) years or more employment shall receive vacation pay equal to twelve percent (12%) of their total gross wages earned and six (6) weeks vacation.
- 9.02 Vacation periods shall be scheduled by mutual consent of the Employer and employees. If a conflict arises between employees requesting the same vacation period off, seniority shall govern for assignment of vacation time off.
- 9.03 Vacation periods are limited to a maximum of five (5) weeks per calendar year
- 9.04 Employees requiring longer vacation periods shall request the same in writing from the Employer in advance of the intended vacation period and permission for same shall be the discretion of the Employer.
- 9.05 Employees vacation pay remuneration shall be submitted to them on the first pay on or after July 1st of each calendar year following the date of the employee's initial employment.
- 9.06 Employees shall receive vacation pay no later than the first regular pay period following termination of employment.



## **ARTICLE 10 - WELFARE**

- 10.01 The Employer agrees to contribute for those employees in the employ of the Employer on the following basis:

### **Employee Contribution**

Employees working thirty (30) or more hours per week shall be automatically enrolled in the welfare plan administered through WA Health. Each employee to which the above applies shall have forty (\$40.00) dollars deducted from their gross pay per month as the employee contribution.

### **Employer Contribution**

The Employer agrees to pay one hundred and eighty dollars (\$180.00) per month effective July 1, 2025, one hundred and ninety dollars (\$190.00) per month effective July 1, 2026, and two hundred dollars (\$200.00) per month effective July 1, 2027 and the Employer shall remit both amounts as one payment for each employee into the LIUNA local 1059 Local Benefit Trust, for the purpose of purchasing life insurance, major medical and dental plan or similar benefits for the employees covered by this Agreement, represented by Labourers' International Union of North America, Local 1059.

Effective thereafter, the actual premium required for the benefits. The Union will provide supporting documentation from the Plan.

- 10.02 The Employer shall remit the contributions referred to in Article 10.01 not later than the fifteen day of the month following the month for which the contributions were made.
- 10.03 The Union with thirty (30) days written notice may designate a different Trust Fund than the one set out in Article 10.01.
- 10.04 The Employer agrees to continue such contributions in the event that an Employee is off work in accordance with Articles 9, 11, and 19.03 (c) and is deemed to be an employee in accordance with the Collective Agreement or applicable laws subject to the Employee continuing to remit their contribution portion to Employer on a monthly basis.

## **ARTICLE 11 - LEAVE**

- 11.01 Employees are entitled to reasonable leave without pay for periods of sickness, disabilities, medical and dental examinations, maternity leave, bereavement, and personal/family leave for sickness of dependent children.
- 11.02 Employees shall notify the Employer in advance if at all reasonably possible prior to absences from work. Reasonable requests for absences will not be denied

and failure to obtain leave of absence may result in disciplinary action being taken by the Employer.

#### 11.03 **Bereavement**

When a member of an employee's immediate family dies, they shall be entitled to a maximum of five (5) special days of paid leave.

For the purposes of this clause, immediate family is defined to include father, mother, brother, sister, spouse, common-law spouse, same-sex partner, child, step child or foster child of an employee, grandparents, grandchildren, father-in-law or mother-in-law.

Bereavement days must be claimed in the following manner:

- (i) Employees for whom the Employer provides welfare contributions must first claim bereavement pay through the Benefit Plan contemplated in Article 10, in accordance with their rules and restrictions.
- (ii) In the event that this Agreement provides an entitlement that is not covered by the Benefit Plan, employees shall remain entitled to the greater benefit provided they have filed the appropriate claim as per 11.03(a).
- (iii) Employees who do not participate in the Benefit Plan shall be entitled to a maximum of three (3) days special leave with pay, paid by the Employer.

Proof of death may be requested by the Employer in accordance with the *Employment Standards Act*.

Where a member of his or her extended family dies, an employee shall be entitled to one (1) days special leave with pay. For the purposes of this section, extended family includes aunts, uncles, nieces, nephews, brother-in-law, sister-in-law and any other person that the Employee permanently resides with.

11.04 Employees shall be entitled to four (4) sick days per calendar year. Unused days shall be compensated on the first pay of the following calendar year.

### **ARTICLE 12 - PAYMENT OF WAGES**

12.01 Wages shall be paid by cheque and mailed to each employee at his or her residence or picked up at the Employer's London office at his or her option, in accordance with the current practice.

The Employer shall provide with the wage cheque a statement which defines

hours worked, overtime hours, hourly rate (where applicable), deductions for Income Tax, Unemployment Insurance, Canada Pension Plan, Union Dues, etc.

Employees shall be paid bi-weekly or semi monthly.

Employees shall be paid no later than the first (1<sup>st</sup>) and sixteenth (16<sup>th</sup>) of each month. In the event that these dates fall on a weekend or holiday, the Employer will make best efforts to provide payment the day immediately before.

- 12.02 In the event of an intended layoff, the affected employee shall receive notice in accordance with the Employment Standards Act of Ontario.
- 12.03 The Employer shall, within five (5) business days of discharging an employee, submit all required documentation including Record of Employment to Service Canada. This information will be provided to an employee upon request. The Employer shall pay all outstanding amounts owed including Vacation Pay, Statutory Holiday remunerations and outstanding wages by direct deposit.
- 12.04 The Employer shall, no later than the next regular pay following an employee's voluntarily terminated employment, send by mail, to the employee's last known address on file, the said employee's pay cheque.
- 12.05 If the Employer misses paying an employee for one (1) full shift or more, the employee may report the details of such a discrepancy to the Employer and within two (2) working days thereafter, the Employer shall arrange for any amounts verified to be owed to be paid to the employee.

### **ARTICLE 13 - JURY SERVICE**

- 13.01 An employee who is required for jury duty will receive compensation from the Employer of an equal amount to the difference between the employee's regular straight-time hourly rate and jury pay, excluding expenses.
- 13.02 In order for jury duty leave pay an employee must:
- (a) notify the Employer immediately upon receiving notification that they will be required to serve as a juror.
  - (b) present proof of the amount of pay he or she receives for such service.

### **ARTICLE 14 - PROTECTIVE CLOTHING**

- 14.01 The Employer will supply uniforms, PPE and rubber gloves, at no cost to the employees in the bargaining unit, and, uniforms must be worn when on duty if



required.

- 14.02 The Employer will supply all employees with at least three (3) shirts and two (2) pairs of pants every calendar year, or as required. The Employer agrees to reimburse the cost of pants up to fifty dollars (\$50.00) per pair if the employee chooses to purchase their own work pants.
- 14.03 The Employer agrees to pay one hundred and twenty five dollars (\$125.00) once per calendar year for safety footwear.

#### **ARTICLE 15 - LUNCH AND REST PERIODS**

- 15.01 There shall be one (1) paid ten (10) minute rest period for each half shift worked (five (5) hours), no later than two and one half (2 ½) hours from the commencement of each half shift.
- 15.02 For each shift lasting more than five (5) hours, there shall be one half (½) hour unpaid lunch period permitted daily no later than five (5) hours from the commencement of work.

#### **ARTICLE 16 - CALL-IN PAY**

- 16.01 An employee who is called in to work outside his regularly scheduled hours shall, whenever there is a break between the employee's regularly scheduled hours and the work the employee is called in to do, be paid the greater of;
- (a) Four (4) hours' pay at the employee's regular hourly rate; or
  - (b) Pay at time and one half for all hours of call-in work performed.
- 16.02 **Reporting Pay** - Unless employees are notified not to report to scheduled work, employees who report for work at their regular starting time and for whom no work is available shall receive no less than four (4) hours of any work that is available at the straight time hourly rate, or if no work at this time is available, shall receive four (4) hours' pay at the straight time hourly rate. The provisions of this paragraph shall not apply in event of strikes, power failures or other conditions beyond the control of the Employer which prevent the Employer from providing work or where the Employer is unable to advise the employee not to report for work because the employee has changed his address and not advised the Employer.

#### **ARTICLE 17 - PROBATIONARY PERIOD**

- 17.01 All employees employed during the term of the Agreement shall be on a

probationary period for a maximum of sixty (60) calendar days from their first date of hire for the purpose of giving the Employer an opportunity to assess their qualifications for work assignments. The decision whether or not to retain probationary employees is at the sole discretion of the Employer. Probationary employee shall not have access to the grievance and/or arbitration provisions of the agreement with respect to their discharge from employment.

## **ARTICLE 18 - JOB POSTING**

- 18.01 Wherever a vacancy occurs within the bargaining unit, the Employer notify in writing to all members of the bargaining unit within five (5) working days, a notice with details of such vacancy. Such notice shall remain posted for five (5) days.
- 18.02 In filling job vacancies, including promotions, transfers and new positions, the job shall be awarded within fifteen (15) working days of posting to the senior applicant provided he or she is able to perform the job with a reasonable period of instruction.
- 18.03 Present employees in the bargaining unit shall have the first opportunity to fill any vacancies, when they arise, subject to Article 18.02.

## **ARTICLE 19 - SENIORITY**

- 19.01 Seniority as referred to in this Agreement shall mean length of service in the bargaining unit, dating back to last date of hire, and shall be applied on a bargaining unit-wide basis.
- 19.02 **Calculation of Seniority**  
An employee shall accumulate seniority under any of the following conditions:
- (a) when actually at work for the Employer;
  - (b) when absent on vacation with pay, on plant holidays, approved leave of absence in accordance with Article 11;
  - (c) during any period when he or she is prevented from performing his or her work for the Employer by reason of illness, accident and/or injury arising out of and in the course of his or her employment for the Employer.
- 19.03 **Loss of Seniority**  
An employee shall lose his or her seniority and shall be deemed to have terminated employment in the following circumstances:
- (a) if he or she voluntarily quits his employment with the Employer;

- (b) that he or she is discharged and is not reinstated through the grievance or arbitration procedures;
- (c) that he or she is off work because of layoff for twelve (12) months;
- (d) fails to notify the Employer within two (2) working days that he or she will report to work after being notified by the Employer to report for work or subsequently fails to report for work within five (5) working days after being notified by the Employer by registered mail to report for work following layoff unless a reason satisfactory to the Employer is given;
- (e) if the employee covered by this Collective Agreement accepts work in accordance with Article 19.07 at one of the Employer's other locations covered by the Collective Agreement between the Employer and the Union.

19.04 An employee who does not qualify to accumulate seniority under Article 19.02 shall maintain his or her existing seniority, unless and until he or she loses same pursuant to Article 19.03.

19.05 Employees shall be required to notify the Employer of any change of address or telephone number. The Employer shall be entitled to rely upon the last address and telephone number furnished to it by an employee for all purposes.

19.06 Seniority lists shall be revised and posted in the work place every twelve (12) months and a copy sent to the Union.

19.07 **Layoff and Recall**

- (a) In the event of lay offs, and for the purpose of recalling those to work who have been laid off, seniority shall govern as long as the employee is able to perform the available work with a reasonable period of instruction.
- (b) All employees, whom still retain seniority in accordance with the Collective Agreement, shall be given the first opportunity to return to work.
- (c) Any employee of the Employer, qualified in accordance with this Article, whom retains seniority and is laid off under the terms and conditions of any of the other Employer's Collective Agreements with the Union, shall be given the opportunity to work under this Collective Agreement when regularly scheduled staff are needed at this bargaining unit as described in Article 1.01.
- (d) Such other employee's seniority shall be amended to commence as of the date the employee starts to work in this bargaining unit.
- (e) Any employee covered by such other Collective Agreements shall not be discriminated against for refusing to work under this Collective Agreement and will continue to be covered under the seniority and rehire rights of such other Collective Agreement.



- (f) An employee covered by this Agreement that accepts work at another location covered by a Collective Agreement between the Employer and the Union, shall have his or her seniority date amended to the date employment commences at such location.
- 19.08 Employees returning from leave as spelled out in Article 11 or Article 19.02 (b) will be returned to their former shift and former duties within two (2) days of returning to work or within one (1) week if absent or leave was more than five (5) working days subject to position existing and the seniority provisions of the Collective Agreement.
- 19.09 In the event that an employee covered by this Agreement should be promoted to a supervisory or confidential position beyond the scope of the Agreement, as defined in Article 1 - Recognition, he or she shall retain his or her accumulated seniority for a one (1) year period from the date of appointment or length of seniority, whichever is shorter. Following the expiry of the preceding limits the employee's name shall be considered deleted from the seniority list, except for the purposes of vacation pay percentages.

## **ARTICLE 20 - NON-DISCRIMINATION**

- 20.01 The Employer agrees that there shall be no discrimination or intimidation by the Employer or any of its agents against any employee or group of employees because of membership or non-membership in the Union or for having in good faith processed a grievance.
- 20.02 In this Collective Agreement words using the masculine gender include the feminine and gender neutral as well.
- 20.03 The Employer agrees to abide by the Ontario Human Rights Code.

## **ARTICLE 21 - MISCELLANEOUS**

- 21.01 No employee covered by this Collective Agreement, shall as a result of the same, receive, suffer or incur any loss or reduction in wages or any other benefits or conditions of employment monetary or otherwise provided by the Employer and subject to Articles 18 and 19 herein.
- 21.02 The Employer bound by this Collective Agreement, shall not be required to continue to provide benefits which duplicate any of those benefits provided for and required to be given by this Collective Agreement.
- 21.03 The Employer agrees to provide copies of all job postings, awards of job postings and notice of lost-time accidents which occur to Bargaining Unit employees in the

workplace.

#### **ARTICLE 22 - DISCIPLINE**

- 22.01 Any discipline given to an employee will not be relied upon by the Employer in further progressive discipline where the employee's disciplinary record has been free of further discipline for a period of twelve (12) months.
- 22.02 The Employer shall inform the Union prior to and provide the Union with any administered formal discipline.

#### **ARTICLE 23 - APPENDICES**

- 23.01 All appendices attached to this Agreement form part of this Collective Agreement.

#### **ARTICLE 24 - UNION-MANAGEMENT MEETINGS**

- 24.01 The Employer agrees to meet with representatives of the employees when a request for such a meeting is made by a full-time union representative. Such meetings are to occur within two (2) working days of the request being made but, in any event, not more often than one time per calendar month.
- 24.02 The person or persons representing the Employer at such meetings are to be management personnel above the level of those management personnel normally supervising the work of the employees. This clause is understood to be separate and apart from the grievance provisions. The purpose of this clause is to facilitate an exchange of views on problems or suggestions to provide for the better functioning of employees in the work place.


#### **ARTICLE 25 - DURATION OF AGREEMENT**

- 25.01 This Agreement shall continue in full force and effect from July 1, 2025, until June 30, 2028, and thereafter shall be automatically renewed and remain in force from year to year from its expiration date, unless, within the period of ninety (90) days before the Agreement ceases to operate, either party gives notice in writing to the other party of its desire to bargain with a view to the renewal with or without modifications of the Agreement.
- 25.02 On receipt of such notice, the parties to the Agreement shall convene a meeting within fifteen (15) days and bargain in good faith to endeavour to reach an agreement.

25.03 The Collective Agreement may be amended during its term by mutual agreement of the signatory parties subject to ratification by the affected employees.

DATED at London, Ontario, this 20 day of Aug, 2025.

FOR THE EMPLOYER:

  
\_\_\_\_\_

FOR THE UNION:

M Quinney



## APPENDIX "A"

### ARTICLE 1 - WAGES AND CLASSIFICATIONS

- 1.01 The following wages shall apply to the following classifications during the life of this Agreement:

<u>Classifications</u>	Effective <u>July 1, 2025</u>	Effective <u>July 1, 2026</u>	Effective <u>July 1, 2027</u>
Cleaner	\$19.00	\$19.50	\$21.00

Notwithstanding the above, all employees shall receive a minimum of eighty cents (\$0.80) increase in wage rate effective July 1, 2025, fifty cents (\$0.50) increase effective July 1, 2026 and one dollar and fifty cents (\$1.50) increase in wage rate effective July 1, 2027

#### Premiums

Night Shift	\$0.50
Lead Hands	\$0.50 above the appropriate wage rate.

In the event of an increase in minimum wage as per the Employment Standards Act the Employer agrees to keep a minimum of one-dollar (\$1.00) margin per hour above minimum wage

### ARTICLE 2 - HOURS OF WORK

2.01

- (a) Additional hours over and above normally scheduled shifts, shall be offered by seniority to employees qualified to perform the work, who have not yet reached forty four (44) hours of work in a week. Such hours of work shall be on a voluntary basis by the employee.
- (b) The Employer may transfer employees to perform work at the location described in Article 1.01 when the employees in (a) above have either been offered the extra hours and or will reach forty-four (44) hours in a calendar week.

The Employer agrees to give preference to members of the Union at other locations when this occurs.

### **ARTICLE 3 - OVERTIME**

- 3.01 Overtime shall be paid for all hours worked over forty-four (44) hours per calendar week or more than nine (9) hours of work on a shift.
- 3.02 Overtime shall be paid at time and one half the employee's regular appropriate wage rate.
- 3.03 When overtime is assigned by the Employer, it shall be on a rotating seniority basis (longest employed to least employed) to employees qualified to perform the work.

### **ARTICLE 4 - ASSIGNMENT OF WORK**

- 4.01 Employees who are required to perform a higher classification of work shall be paid the appropriate wage rate for such time performing the work.

### **ARTICLE 5 – DECEMBER BONUS**

- 5.01 All employees shall receive fifty dollars (\$50.00) as a December Bonus on December 15<sup>th</sup> of each year.