

COLLECTIVE AGREEMENT

BETWEEN:

H&M MAID INC.

- and -

**LABOURERS' INTERNATIONAL UNION OF
NORTH AMERICA, LOCAL 183**

November 1, 2025 – October 31, 2028

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COLLECTIVE AGREEMENT

BETWEEN:

H&M MAID INC.

(hereinafter called "the Employer")

- and -

LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183

(hereinafter called "the Union")

ARTICLE 1: SCOPE AND RECOGNITION

1.01 The Employer recognizes the Union as the bargaining Representative of all employees of H&M Maid Inc. providing cleaning services at 24 Manitoba Drive, Toronto, Ontario and at all EllisDon post-construction sites in the Province of Ontario, save and except office and clerical staff, supervisors, and persons above the rank of supervisor.

1.02 If the Employer acquires an EllisDon post-construction cleaning job, the Employer will immediately notify the Union and apply this Collective Agreement, and specifically the post-construction cleaning rate, to the employees employed at the site.

1.03 The Employer agrees to recognize and bargain collectively and exclusively with the Union for all employees of the Employer as defined in Article 1.01 above.

1.04 The words "employee" or "employees" wherever used in this Agreement shall mean all employees in the bargaining unit referred to in 1.01 above who have completed their probationary period, except where its context otherwise provides. This Agreement shall not be construed to extend to or affect any other phase of the Employer's business. This Agreement shall be construed to include only the classifications of employees set forth in this Article and Schedule "A" and shall not be construed to include any other employees of the Employer in any of the Employer's other divisions, branches or components.

1.05 In this Agreement words using the singular includes the plural and the plural, singular where the text so indicates.

1.06 No employee covered by this Collective Agreement, shall as a result of same, suffer and/or incur any loss or reduction in hours, wages or any other benefits and/or conditions of employment monetary or otherwise for purposes of benefit coverage, etc.

No Contracting Out / Bargaining Unit Work

1.07 a) The Employer shall not contract out any bargaining unit work performed by bargaining unit employees referred to in Article 1.01, except for the limited purposes of training, unforeseen and time-sensitive emergencies, instruction, temporary experimentation (new work or methods), or irregular/specialized services (e.g. short-term landscaping, high rise window cleaning). In the event of a breach of this provision, the Employer shall pay damages to the Union equivalent to the union dues and all employer-paid contributions for all hours worked by the non-union worker(s).

b) The Employer further agrees that its representatives not covered by the terms and conditions of Collective Agreement shall not perform any bargaining unit work except for purposes of instruction or in cases of an unforeseen emergency where bargaining unit members are not readily available.

Statement of Principles and Intent

1.08 The general purpose of this Agreement is to provide an orderly Collective Agreement between the Employer and the Union, to secure prompt and fair disposition of grievances, and to prevent interruptions of work and interference with the efficient operation of the business, consistent with the terms of this Collective Agreement.

1.09 a) The Employer and the Union agree that in the exercise of each of their rights and in the administration of this Agreement, they shall endeavour to do so in a fair and reasonable manner.

b) The parties believe that all employees want to be involved in the decisions that affect them, care about their jobs and each other, take pride in themselves and in their contributions and want to share in the success of their efforts. Therefore, the parties encourage employees to continue to bring forth questions and suggestions to the Employer that might make it more successful in the long run. The Union retains the exclusive responsibility to represent its members regarding all terms and conditions of employment.

c) The parties recognize the above principles will be critical to the future success of the Employer and therefore, to the future security of everyone working for the Employer. The parties are therefore committed to creating an open, constructive, and co-operative environment at this location.

1.10 The Employer will negotiate at all times necessary in the manner provided herein with the chosen accredited Representative(s) of the Union for the purpose of determining any disputes which may now exist, or which may arise as to wages, hours or working conditions, or any other matter covered by this Collective Agreement.

ARTICLE 2: UNION SECURITY AND DUES

2.01 All employees will be required to pay Union dues or the equivalent of Union Dues as a condition of employment, and that amount shall be deducted from the wages of each employee employed in any position within the bargaining unit described in Article 1 of this Agreement.

2.02 The Employer shall deduct from the pay due to each employee any dues, initial fees or assessments levied by the Union on its members. The Union agrees to advise the Employer in writing the amount set as regular monthly dues. Such deductions shall then be forwarded to the Secretary/Treasurer of the Union not later than the fifteenth (15th) day 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 of those employees from whom such deductions have been made.

2.04 The Union shall indemnify and hold harmless the Employer against any and all liability which may arise by reason of the check-off by the Employer of dues, initiation fees or assessments in accordance with this Agreement.

2.05 The Employer agrees to provide the Union twice per year (Jan/Jun), or if there is a drastic change in between, an updated Seniority List which shall include the following information, if available:

- Employee's Full Name;
- Classification;
- Full Time / Part Time Designation;
- Rate of Pay;
- Seniority Date;
- Home Address;
- Phone Number(s); and
- Email Address

ARTICLE 3: MANAGEMENT RIGHTS

3.01 The Union recognizes and acknowledges that the Management of the operation and direction of the working forces are fixed exclusively in the Employer and, without restricting the generality of the foregoing; the Union acknowledges that it is the exclusive function of the Employer and its management.

- a) To maintain order, discipline, and efficiency; to make, alter, and enforce, from time-to-time, rules and regulations, policies and practices to be observed by its employees; to discipline and discharge employees; it being understood and agreed that changes will

be brought to the attention of, and discussion will take place with the Union Committee prior to implementation thereof.

- b) To selection, hire, to transfer, assign, promote, demote, classify, lay-off, and to recall, to plan direct and control operations; to select and retain employees for positions excluded from the bargaining unit.
- c) To operate and manage the business in order to satisfy its commitments and responsibilities; the right to determine the extension, limitation, curtailment or cessation of operations or any part thereof; the right to determine the nature and kind of business conducted by the Employer, the sub-contracting of work, the kinds and locations of operation, equipment, and materials to be used, products, materials, services and/or equipment purchased and/or leased, the control of materials, the methods and techniques of work, the content of jobs, the scheduling of operations, and quantity and quality of production; the right to create or alter job classifications from time-to-time; the right to use improved methods, machinery and equipment; the right to decide on the number of employees needed by the Employer at any time; the hours to be worked; starting and quitting times, except that these times will not be arbitrarily changed; to institute and generally the right to manage the enterprise and business are solely and exclusively the right of the Employer, except only as may be specifically limited by an expressed provision of this Agreement.

Failure by the Employer to exercise any of its management rights shall not be considered a waiver or abandonment of such rights. The Employer agrees it will not exercise its functions in a manner inconsistent with the provisions of this Agreement.

Employer Policies

3.02 Employer policies shall be communicated in writing and available in an approved location in the workplace. All policies shall be identified by date, and appropriate revision date. Any revisions or amendments to the policy shall be presented or disclosed to the Union and the Employees within two (2) weeks of being posted and that the union acknowledges it will assist with supporting communication that members are to adhere to such revisions and or amendments.

ARTICLE 4: GRIEVANCE PROCEDURE

4.01 For the purpose of this Agreement, any dispute as to the meaning, application or interpretation of any of the provisions of this Agreement, including the discipline or discharge of employees covered by this Agreement, and any question as to whether a matter is arbitrable, shall be considered as a grievance and handled as set forth in this Article. The following procedure will be followed in the settlement of such disputes arising out of this Agreement:

STEP NO. 1

An employee who has a complaint relating to the interpretation, application or alleged violation of this Agreement shall discuss their complaint with their immediate Supervisor within five (5) days of the time when the incident giving rise to the complaint became known or ought reasonably to have become known to the employee. The immediate Supervisor will then have a maximum of two (2) days to respond in writing to the employee.

STEP NO. 2

If the decision of the Supervisor is not acceptable, within five (5) days of the response at Step No. 1, the Union Business Representative and Operations Director or Regional VP shall discuss the complaint and try to come to a resolution.

STEP NO. 3

If the Employer and Union cannot come to a resolution, the Union will file a Grievance addressed to the Employer's Labour Relations representative. The Union and the designated representative of the Employer shall meet within five (5) days of the date the Grievance is filed.

The designated representative of the Employer shall have five (5) business days from the date of the grievance meeting to respond to the grievance in writing.

4.02 Grievance pertaining to the alleged violation of hours-of-work, rates-of-pay, overtime provisions, pay disciplinary matters must be submitted within thirty (30) days of such alleged violation occurring. The Employer will not be responsible for any financial liability beyond this thirty (30) day period.

4.03 Probationary employees shall be considered as being employed on a trial basis, and may be terminated where the employee is considered, in the judgement of the Employer, to be unsuitable. The termination of a probationary employee can be based on a lesser standard than that for a seniority employee, should generally be at the discretion of the Employer, and should only be modified where the Employer has no basis for its decision.

4.04 A claim by an employee that they have been discharged or suspended without just cause may be treated as a grievance which shall commence at the third (3rd) step of the Grievance Procedure within three (3) days following the discharge or suspension.

4.05 Statutory Holidays, Saturday and Sunday shall be excluded from the times provided for the various steps. Time limits may be adjusted by mutual agreement of the parties concerned.

4.06 No matter may be submitted to Arbitration which has not been properly carried through all previous steps of the Grievance Procedure.

4.07 Any grievance not presented and/or carried forward within the time limits as set forth under any steps of the Grievance and Arbitration Procedure, or any longer periods which may have been mutually agreed upon as set out above, shall be deemed null and void, and settled on the basis of the last Employer response.

4.08 A grievance which has not been disposed or pursuant to the Grievance Procedure provisions of this Article shall not again be made the subject matter of a grievance.

4.09 An employee who has been discharged shall have the right to interview the Steward in a suitable place for a reasonable period of time before leaving the premises, unless the continued presence of that employee poses a danger to the facility or any of its employees.

ARTICLE 5: ARBITRATION

5.01 Failing a satisfactory settlement in Step 3 of the Grievance Procedure, it shall be the responsibility of the party desiring arbitration to so inform the other party, in writing, within ten (10) days after the response of the designated representative of the Employer.

5.02 The parties may mutually agree upon a “sole” arbitrator. Failing agreement, the parties may request the Ministry of Labour to appoint or use section 49 of the Act.

5.03 The decision of the sole Arbitrator shall be final and binding upon the parties. The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement nor to alter, modify or amend any part of this Agreement, nor to adjudicate any matter not specifically assigned to him/her.

5.04 The parties will equally bear the fees and expenses of the sole Arbitrator. Any witnesses called by the parties will be at their individual expense.

ARTICLE 6: EMPLOYER GRIEVANCES AND UNION GRIEVANCES

6.01 Policy grievances may be initiated by the Employer or by the Union at Step No. 2 of the Grievance Procedure. The Union is prevented from filing a policy grievance that might have been filed by an individual employee or employees, and the requirements of this Grievance Procedure shall not thereby be avoided.

6.02 Without limiting the generality of the foregoing, the parties agree the following offences will normally be considered just cause for immediate discharge and should only be modified by an Arbitrator where the Employer is unable to prove the incident which resulted in discharge:

- a) threatening physical harm with a weapon, or using a weapon to physically harm another person;

- b) theft, falsifying time records;
- c) sabotage;
- d) physical assault on the Employer or an Employer representative, or on another employee;
- e) possession of or use of illegal drugs, or the improper use of prescription drugs; being under the influence of alcohol or drugs when reporting for work or during working-hours;
- f) working elsewhere while on an authorized leave of absence, Workers' Compensation claim, or medical leave, without the written permission from the Employer;
- g) sexual harassment.

**ARTICLE 7: APPENDICES OF WAGE RATES, HOURS-OF-WORK,
AND EMPLOYER CONTRIBUTIONS**

7.01 Attached to this Agreement are appendices which specifically set forth and define hourly rates and job classifications, all of which are an integral part of this Agreement.

ARTICLE 8: UNION REPRESENTATION

Union Stewards

8.01 Union Stewards may be appointed as follows:

- a) The Employer acknowledges the Union Steward shall be appointed by the Union for the purpose of assisting employees up to and including attending grievance meetings.
- b) One (1) Union Steward on each shift per location appointed from employees with a minimum of six (6) months seniority with the Employer.
- c) The Union will inform the Employer in writing of the name of the Steward and any subsequent change in the name of such Stewards. The Employer shall not be asked to recognize any Steward until such notification from the Union has been received.
- d) Union Stewards shall, in their specific job classification, be the employees retained the longest in their respective classification.

8.02 The Union Steward shall perform the required duties of an employee of the Employer. The

Union business shall not be conducted during regular working-hours without expressed permission from an authorized Representative of the Employer and such permission shall not be unreasonably withheld.

8.03 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. However, the Steward must receive permission of their supervisor before leaving their regular work and must report back to their supervisor when they return.

8.04 The Union Representative or designated shall have fifteen (15) minutes with a new member during their probationary period to answer any Union related questions without any loss in their regular pay, within their regularly scheduled shift.

Right to Union Representation During a Disciplinary Meeting

8.05 a) Employees shall have the right to Union Representation at any disciplinary meeting. The Employer shall notify the employee in advance of the purpose of such meeting. It shall be the responsibility of the employee to arrange for a Union Steward to represent him/her at such meetings if one is appointed. If no Union Steward has been appointed or one is not available, the Employer shall schedule the meeting within the next forty-eight (48) hours, and it shall then become the sole responsibility of the employee to arrange for a Union Representative to attend the meeting in person or by phone. The Union Representative must be available within forty-eight (48) hours.

b) Union Stewards shall have the right to Union Representation at any disciplinary meeting. The Employer shall notify the Union Steward in advance of the purpose of such meeting. It shall be the Union Steward's responsibility to arrange for another Union Steward to represent him/her at such meetings. If no other Union Steward is appointed or one is not available, the Employer shall schedule the meeting within the next forty-eight (48) hours, and it shall then become the sole responsibility of the Union Steward who is the subject of the meeting to arrange for a Union Representative to attend the meeting in person or by phone. The Union Representative must be available within forty-eight (48) hours.

c) This provision shall not apply to those discussions that are of an operational nature and do not involve imposition of disciplinary action.

Union Negotiating Committee

8.06 The Union has the right to select up to six (6) employees with at least six (6) months' seniority to be part of the Union's Negotiating Committee for the purpose of negotiating a renewal of this Collective Agreement. The Union will make an effort to have each area of the bargaining unit's work represented in the Negotiating Committee. The Employer shall grant the selected employees time off from work to attend negotiations, conciliations, and arbitrations.

ARTICLE 9: PRODUCTIVITY

9.01 The Union and 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.

9.02 The Union acknowledges the Employer has the right to expect and receive from every employee a full day's work with a reasonable standard of efficiency.

9.03 The Union, during the term of this Agreement, shall not cause strikes within the meaning of the *Ontario Labour Relations Act*, and more specifically, there shall be no picketing, slowdowns, work-to-rule campaigns, sit-downs, or other similar activities. The Employer agrees there shall be no lock-out of the employees during the term of this Agreement.

Employee Attendance Program

9.04 The Employer expects employees to be punctual and present at the designated work site and actively engaged in work activities associated with their jobs during designated work hours. Unexcused failure to be present, punctual, and actively productive is disruptive and harmful to productivity and morale.

ARTICLE 10: DESIGNATED HOLIDAYS

10.01 The Employer agrees that the following days will be recognized as holidays to be paid for on the basis of the employees' straight-time hourly rate multiplied by the number of hours the employee would have normally worked on such day:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

or days celebrated in lieu thereof.

10.02 To qualify for holiday pay, the employee shall work their scheduled working-day immediately prior to and their scheduled working-day immediately following the holiday. An employee who is absent on one (1) only of the qualifying days because of lay-off, bereavement leave, or certified illness or injury, for no more than six (6) consecutive working-days before or after such holiday, shall still qualify for holiday pay.

10.03 The employee required by the Employer to work any of the above-noted designated holidays

shall be paid at the rate of one and one-half (1½) times the employees' regular hourly wage for each hour worked in addition to the specific holiday pay.

10.04 Statutory hours will be counted as hours worked for the purpose of calculating overtime.

10.05 When a statutory holiday falls while on vacation, the employee shall be entitled to prolong their vacation by one day or get paid for the Holiday (employee's choice).

ARTICLE 11: VACATION ENTITLEMENTS

Vacation Time and Pay

11.01 Vacation pay shall be based on the length of employment from the most recent date of hire with the Employer and in accordance with the following:

- a) Employees with less than one (1) year of continuous service shall be entitled to four percent (4%) vacation pay.
- b) Employees who, on January 1st of each year, have one (1) year or more of continuous service with the Employer, shall be entitled to two (2) weeks of vacation and shall receive Vacation Pay equal to four percent (4%) of the employee's total wages earned during the twelve (12) months immediately preceding January 1st.
- c) Employees who, on January 1st of each year, have five (5) years or more employment with the Employer, shall be entitled to three (3) weeks of vacation and shall receive Vacation Pay equal to six percent (6%) of their total gross wages earned during the twelve (12) months immediately preceding January 1st.
- d) Employees who, on January 1st of each year have ten (10) years but less than twenty (20) years employment with the Employer, shall be entitled to four (4) weeks of vacation and shall receive Vacation Pay equal to eight percent (8%) of their total gross wages earned during the twelve (12) months immediately preceding January 1st.
- e) Employees who, on January 1st of each year have twenty (20) years or more employment with the Employer, shall be entitled to five (5) weeks of vacation and shall receive Vacation Pay equal to ten percent (10%) of their total gross wages earned during the twelve months immediately preceding January 1st.

Vacation Scheduling

11.02 For the purpose of vacation time off, all employees are required, as per applicable

Employment Standards, upon completion of one (1) year of service, to take a minimum of two (2) weeks' time off from work as outlined in 11.01

- a) The Employer shall accept vacation time requests during the period of January 1st – Jan 31st (the request Period), of each year, and the Employer shall respond to such requests, by no later than March 1st of the same year.
- b) Upon the Employer's response to the vacation time requests as set out above, those employees who submitted a vacation request during the Request Period but were not granted their request vacation time shall be given twenty-four hours (24) to provide the Employer with alternate vacation time and such vacation time shall be granted on the basis of seniority within their shift classification. The Employer shall respond to the ("second") request within five (5) business days.
- c) After March 15th of each year vacation time will be assigned by Management to those employees who remain without assigned vacation time based on available time slots beginning from the start of the vacation entitlement year. Any vacation time assigned by the employer must be completed no later than nine (9) months of the employee's twelve (12) month vacation entitlement year.

11.03 Vacation Pay shall be paid to employees twice per year, in January and in July of each year by separate cheque to those that are entitled to more than four percent (4%) or upon request at time of scheduled vacation with the balance of unused vacation entitlement to be paid in January.

11.04 A calendar shall be posted with the remainder days available for the purpose of vacations. Employees' vacation entitlement must be exhausted before LOAs are granted by the employer.

11.05 Employees shall receive vacation pay no later than the first regular pay period following termination of employment.

11.06 Employees requiring longer vacation periods shall request the same in writing from the Employer at least three (3) months in advance of the intended vacation period and permission for the same shall not be unreasonably withheld.

ARTICLE 12: PERSONAL DAYS

12.01 All employees will be entitled to the following Personal Days, as listed below from the period of November 1st to October 31st each year.

November 1, 2025	November 1, 2026	November 1, 2027
7 Days	8 Days	9 Days

12.02 Personal days shall be paid for on the basis of the employees' straight-time hourly rate multiplied by the number of hours the employee would have normally worked on such day.

12.03 Personal days must be requested at least two (2) weeks in advance and must receive management's written approval. In the event that a personal day is taken for illness or emergency, the employee will endeavour to provide the Employer with at least two (2) hours notice.

ARTICLE 13: PAYMENT OF WAGES

13.01 Employees will be paid bi-weekly.

13.02 In the event of an intended lay-off, an affected employee shall receive notice or pay in lieu thereof in accordance with Provincial Government Regulations.

13.03 The Employer shall, within seventy-two (72) hours after discharging an employee, send by registered mail, to the said employee's last known address on file, all outstanding documentation, including: Record of Employment and all benefits including: Vacation pay, Statutory Holiday remunerations and accumulated pay.

13.04 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.

13.05 Wages shall be paid by direct deposit to each employee to the bank account information provided by the employee.

13.06 The Employer shall provide employees with access to an electronic/digital statement which defines hours worked, overtime hours, hourly rate (where applicable), deductions for Income Tax, Employment Insurance, Canada Pension Plan, Union Dues, vacation pay accrued etc. Hard copy of pay stubs shall be made available to Employees who do not have access electronically/digitally and who request to receive their pay stubs as a hard copy. Such statements shall be available to the workers on or before the pay day as per the *Employment Standards Act*.

13.07 Wages shall be in accordance with their prescribed rate

13.08 In the event of an error on an employee's pay cheque in excess of one (1) day's pay that is attributable to the Employer, the error will be corrected within three (3) business days. If the error is attributable to the employee, the error will be corrected on the next full pay period.

ARTICLE 14: JURY DUTY AND CROWN WITNESS

14.01 Any employee called for jury duty or subpoenaed as a Crown Witness shall be reimbursed

by the Employer for the difference between jury or witness fees and the regular wages, they would have otherwise received.

14.02 This clause does not apply to employees subpoenaed by the Union.

14.03 The employee will provide evidence that they reported for jury duty or was subpoenaed as a Crown Witness.

ARTICLE 15: PROTECTIVE CLOTHING

Uniforms

15.01 The Employer will supply each employee with a sufficient number of uniforms once per year. The uniform shall include smocks, shirt and trousers, where applicable for indoor work. For those working in the food court, the Employer shall provide light uniforms. Employees shall be responsible for the regular cleaning and maintenance of their uniforms. If outside work is required, coats will be provided by the Employer. The Employer shall provide vests and hard hats for post-construction cleaning work.

Safety Boots

15.02 Employees who are required to wear safety boots shall be reimbursed to a maximum of one hundred and twenty-five dollars (\$125.00) per year (upon presentation of proper receipt) for purpose of purchasing safety boots. It is understood that such amount shall be reimbursed within fourteen (14) days from the date the receipt was submitted, and the amount shall be tax exempt.

Anti-Slip Shoes

15.03 Employees shall be reimbursed to a maximum of sixty dollars (\$60.00) per year (upon presentation of proper receipt) for purpose of purchasing anti slip shoes. It is understood that such amount shall be reimbursed within fourteen (14) days from the date the receipt was submitted, and the amount shall be tax exempt.

ARTICLE 16: LUNCH AND REST PERIODS

16.01 a) All employees are entitled to lunch and rest periods based on hours scheduled to work in accordance with the following:

Shift Length	Paid Rest Period	Unpaid Lunch
shift of 3¾ hours or less	None	None
shift of 3¾ hours to 5 hours	15 min	None

shifts of more than 5 hours up to 6.5 hours	15 min	30 min
shifts of 6.5 hours up to 10 hours	(2) 15 min	30 min
shifts of 10 hours to 12 hours	(3) 15 min	30 min

b) Paid breaks are fifteen (15) minutes.

c) The unpaid meal period shown above of thirty (30) minutes will be scheduled by the Employer for shifts of five (5) hours or greater.

ARTICLE 17: EMPLOYEE STATUS

Full-time Employee

17.01 Full-time employees are defined as members in the bargaining unit, who are regularly scheduled to work twenty-five (25) hours or more per week.

Part-time Employee

17.02 Part-time employees are defined as members in the bargaining unit, who are regularly scheduled to work less than twenty-five (25) hours per week.

17.03 Part-time employees are not eligible for benefits but will be compensated in lieu of benefits.

Probationary Employee

17.04 Probationary employees shall be considered as being employed on a trial basis for a period of ninety calendar (90) days, and may be terminated where the employee is considered, in the judgement of the employer to be unsuitable.

17.05 The Employer shall have the right to extend the probationary period by the same amount of time as time taken of due to approved leaves.

17.06 The Union may only file grievances on behalf of a probationary employee for monetary violations or if the Employer acts in a manner that is arbitrary, discriminatory or in bad faith. After completion of the probationary period, the employee's seniority date shall be their original hire date.

ARTICLE 18: JOB POSTING

Job Posting Requirements

18.01 a) Whenever a vacancy occurs within the bargaining unit, within five (5) calendar days the

Employer shall post the position on a bulletin board, in a conspicuous area, accessible to all members of the bargaining unit. The job posting notice shall have the following information and will remain posted for seven (7) calendar days:

- The length of the position: Indicating Temporary or Permanent;
- All requirements for the job, including but not limited to classification, rate of pay, hours of work, days per week;
- Required qualifications;
- Clearly indicate how to apply for the position and whom to contact; and
- The date the posting went up and the closing date of the job posting.

b) A copy of the job posting will be sent to the Union Business Representative prior to posting the position.

c) All applicants interested in applying must write their name on the job posting. A copy of the signed job posting will be sent to the Union Business Representative after the posting period is complete and prior to filling the position.

Filing Vacancies

18.02 a) In filling jobs under this section, the following factors shall be considered:

- i) skill, efficiency competence and qualifications;
- ii) reliability and physical ability;
- iii) seniority.

Where, between employees, the Employer determines the factors in i) and ii) are relatively equal, the senior employee will be awarded the position. Employees who are offered a posting will only be permitted to post for a new position every twelve (12) months.

18.03 When an employee successfully applies for a lateral transfer, such employee shall not be permitted to apply for another lateral transfer for a period of twelve (12) months from the date of transfer.

18.04 The vacancy that arose as a result of the posting shall be filled by an employee who has no specific assigned area at that time.

18.05 If there are no applicants who are qualified in the sole opinion of the Employer, the Employer may either assign the most junior employee, or hire a new employee, whichever the Employer chooses.

ARTICLE 19: LEAVES

Bereavement Leave

19.01 In the event of a death of an employee's family, the employer will grant five (5) paid days off, plus two (2) additional paid days (if required) to be used when required to deal with bereavement or other death related matters within one (1) month of the death of the family member.

19.02 The Employer may request acceptable proof to substantiate the employee's claim (i.e. death certificate).

Returning from Leaves

19.03 When employees return from sick leave, approved leave of absence, Workers' Compensation, or maternity leave, the employee shall be placed in their former shift and former duties within one (1) week, if available.

ARTICLE 20: SENIORITY

20.01 Seniority as referred to in this Agreement shall mean length of service at the building as identified in Article 1 - Recognition, dating back to original date of hire.

Loss of Seniority

20.02 An employee will lose their seniority and will be considered terminated for any of the following reasons:

- a) if the employee quits;
- b) if the employee is discharged for any cause and such discharge is not reversed through the Grievance Procedure;
- c) if the employee is off work because of lay-off, accident or illness for twelve (12) months or the length of the employee's seniority, whichever is shorter;
- d) if the employee fails to report for work within three (3) days after being notified by the Employer by registered mail or courier to report for work following lay-off unless a reason satisfactory to the Employer is given;
- e) if the employee is absent from work for two (2) days without notifying the Employer.

In the event of an injury or illness which prevents the employee from advising the Employer immediately as required above, the employee must do so as soon as possible, and may be required to supply a medical certificate in such circumstances, or where the employee has a demonstrated absenteeism problem.

Accumulation of Seniority

20.03 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 holidays or on approved leave of absence [up to thirty (30) days for leave of absence];
- c) during any period when they are prevented from performing their work for the Employer by reason of illness, accident and/or injury arising out of and in the course of their employment for the Employer and for which they are receiving compensation under the provisions of the *Workplace Safety and Insurance Act* for a period of up to twelve (12) months unless a longer period is required by legislation.

Seniority Lists

20.04 It shall be the sole responsibility of employees to provide the Employer with their current email address and/or mobile number capable of receiving texts. The Employer shall be entitled to reply upon the last address, email address and cell phone number.

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

Layoff and Recall

20.06 In the event of lay-offs, and for the purpose of recalling those to work who have been laid-off, the following factors shall be considered:

- a) skill, efficiency competence and qualifications;
- b) reliability and physical ability;
- c) seniority

It is agreed that in circumstances where, between two (2) or more employees, ability is relatively equal, seniority shall govern.

Transfer

20.07 No employee shall be transferred to a position outside the bargaining unit without their consent.

20.08 If an employee is transferred to a position outside of the bargaining unit, they shall retain their

seniority accumulated up to the date of leaving the unit, and for a one (1) year period from the date of appointment or the length of their seniority, whichever is shorter.

ARTICLE 21: DISCIPLINE

21.01 An employee's or a Union Steward's signature on a disciplinary document indicates confirmation of receipt of the document. If signed, the employee's or the Union Steward's signature does not represent agreement with the discipline being issued or an admission of wrongdoing. Additionally, a refusal to provide a signature on a disciplinary document does not alter the disciplinary decision.

Sunset Clause

21.02 An employee shall have the right to request that any disciplinary action including, but not limited to, warnings and suspensions be removed from the Personnel File after twelve (12) months has expired, provided that:

- a) No discipline is received for a period of twelve (12) months;
- b) The misconduct did not involve a violation of law or an issue constituting breach of trust.

Termination and Suspension Notices

21.03 All terminations or suspensions notices shall be sent to the Union within twenty four (24) hours, excluding weekends and statutory holidays and any unforeseen business emergencies (e.g. acts of violence, etc.)

Access to Personnel Files

21.04 An employee or Union Representative, with the employee's written authority, shall be entitled to view the employee's Personnel File once every twelve (12) months and access to the employees Personnel File shall be provided within fourteen (14) calendar days of the request. The viewing of such files shall take place at the Employer's Human Resources Office, after the employees' regular working hours.

ARTICLE 22: UNION / MANAGEMENT MEETINGS

22.01 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) days of the request being made but, in any event, not more than one (1) time per two (2) calendar months, unless the parties agree to meet more often.

22.02 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 workplace.

22.03 The Employer will use its best efforts to facilitate its access to the premises by the Union Representative for purposes of investigation and settlement of grievances immediately prior to a Step 3 meeting, and for the distribution of Union materials, and for Union meetings that have been previously approved by the Employer. It is understood by the Union that the foregoing rights may have to be limited in accordance with the security requirements of the building or for other business reasons.

ARTICLE 23: HEALTH AND SAFETY

23.01 a) Employees shall report any work-related accident/injury to their immediate supervisor as soon as it occurs and follow through with all responsibilities outlined in the *Workplace Safety and Insurance Act*.

b) 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.

c) Locations where a Joint Health and Safety Committee (JHSC) needs to be established or where a worker Safety Representative is required to be selected, the Employer shall inform the Union in accordance with the *Occupational Health and Safety Act*, and such worker shall be appointed by the Union.

d) Employees returning from Sick leave exceeding three (3) days or longer or employees that have a record of repetitive absenteeism, must provide a cleared Fitness for Duty report by a medical practitioner to ensure they are physically able to perform their duties and maintain their safety at work.

e) The Employer shall provide (when available) space to be used as change rooms that are safe to be used as such.

Harassment

23.02 All employees have the right to work in an environment free from harassment. Harassment will be grounds for the imposition of discipline pursuant to this Agreement. Where an employee alleges that harassment has occurred on the job, the employee shall have the right to grieve under this Agreement.

ARTICLE 24: MISCELLANEOUS

No Individual Agreements

24.01 a) No employee shall be compelled to or allowed to enter into any individual contract or agreement with the Employer concerning the conditions of employment varying the conditions of employment herein.

b) Notwithstanding the above, the wage rates outlined in this Agreement are minimum wage rates and they do not prevent the Employer from paying a higher wage rate.

Training

24.02 If the Employer requires an employee to attend training while employed, the Employer shall be responsible for the cost of all such training, if applicable, and the time spent participating in the training shall be compensated in accordance with the terms of this Collective Agreement.

Employee Attendance at Staff Meetings

24.03 a) Where an employee is directed by the Employer to attend a staff meeting, in-service or a committee meeting during their regular working hours, the employee shall be compensated at their regular hourly rate for the time spent in such attendance (including their lunch and/or break times).

b) Where an employee is directed by the Employer to attend a staff meeting, in-service or committee meeting outside of normal working hours, they shall be credited with equivalent time off at their basic rate of pay.

Employee Attendance Notification

24.04 An employee unable to report for work due to sickness or other justifiable reasons shall notify their immediate supervisor as early as possible and, in any event, not later than two (2) hours before commencement of the shift they were due to report for. When notifying the Employer of absence, an employee must give an estimated date of return. If later they are unable to return on that date, a new return date must be given to the supervisor on or before the original estimated date of return. Notification must be provided to a management representative or designate. In the event that the manager or designate is unavailable, the employee must personally leave a message providing reasons for the lateness or absence, and contact information stating a telephone number at which the employee can be contacted in case there is a need to do a follow up call.

24.05 Absences that are not substantiated, regardless of length, shall be considered job abandonment.

Loss of Contract

24.06 If the Employer loses the contract to perform services at a location covered by this Agreement, the Employer will provide the Successor Employer with the Bill 7 information required by the *Employment Standards Act, 2000*. The Employer will include the employees' email address, if available. The Employer will provide the Bill 7 information to the Union within one (1) day that it is provided to the Successor Employer.

24.07 Within five (5) days of the date the Successor Employer takes over the contract, the Employer will provide a report to the Successor Employer and Union with the number of personal and vacation days used per employee prior to turnover. The Successor Employer will be responsible for the remaining days. The predecessor will not deny personal and vacation days in a manner that is arbitrary, discriminatory or in bad faith leading up to the turnover.

24.08 Upon the turnover of the contract, the Employer will provide the Union with a copy of the most recent schedule in place at the time of turnover. This schedule is to be used solely as a reference by the Union when considering if the affected employees have been offered reasonable and/or comparable positions with the Successor Employer.

ARTICLE 25: DURATION OF AGREEMENT

25.01 This Agreement shall continue in full force and effect from November 1st, 2025, until October 31st, 2028, inclusive 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.

FOR THE EMPLOYER

Hadis Saffari

Hadis Saffari

29/10/2025

Date

FOR THE UNION

Humberto Alferez

Humberto Alferez

29/10/2025

Date

APPENDIX "A"

ARTICLE 1: WAGES, CLASSIFICATIONS, HOURS-OF-WORK

1.01 The following wages shall apply to the following classifications during the life of this Agreement and effective on the date's set out below:

a) **Hourly Rate of Pay for Employees With Benefits:**

Job Classification/ Job Title	November 1, 2025	November 1, 2026	November 1, 2027
Light Duty	\$19.55	\$20.55	\$21.55
Heavy Duty	\$20.30	\$21.30	\$22.30
Post Construction Cleaner	\$25.00	\$26.00	\$27.00

b) **Hourly Rate of Pay for Employees Without Benefits**

Employees who regularly scheduled to work less than 25 hours per week and are not entitled to benefits shall receive **\$1.00** in lieu of benefits on top of their hourly wage.

Job Classification/ Job Title	November 1, 2025	November 1, 2026	November 1, 2027
Light Duty	\$20.55	\$21.55	\$22.55
Heavy Duty	\$21.30	\$22.30	\$23.30
Post Construction Cleaner	\$26.00	\$27.00	\$28.00

1.02 The probationary rate will be twenty-five (\$0.25) cents per hour less than the regular rate for the job.

1.03 All employees making the above rates or more shall be "red circled" and receive the same increases as set out above in each year of the Collective Agreement.

1.04 If the Provincial Government increases the minimum wage rate during the term of this agreement, the light-duty rate will remain at least one dollar (\$1.00) above the Ontario Minimum Wage and the heavy-duty rate will remain at least seventy-five cents (\$0.75) above the adjusted light-duty rate.

PREMIUMS

1.05 a) **Lead Hand Premium:** The Lead hand will be compensated at the rate of one dollar (\$1.00)

additional per hour for the highest classification they lead. It is understood by the Parties that the Lead Hand is not a supervisor and does not hold managerial authority.

b) **Midnight Shift Premium:** An employee shall be paid an additional fifty cents (\$0.50) shift premium. For the purpose of clarification, the midnight shift premium applies where the majority of the hours worked or scheduled fall between midnight and 8:00 am the midnight premium will be paid for all hours.

1.06 If the Employer introduces a new classification, the Union and Employer will meet to negotiate a new wage rate.

ARTICLE 2: HOURS-OF-WORK

2.01 Overtime at a rate of time and one-half (1½) shall be paid for all hours worked in excess of forty-four (44) hours per week.

2.02 There shall no pyramiding of overtime rates under the articles, nor shall overtime be paid more than once for any hours worked.

2.03 The Employer shall make every reasonable effort to distribute overtime equitably among the employees who normally perform the work to be done. In applying this principle, it is understood that if overtime is required at the end of any shift, the employees on that shift would normally be assigned to perform such overtime. However, the Employer will allow any reasonable request for an employee to be excused from overtime work on any particular occasion.

2.04 When an employee reports for work on a regularly scheduled working-day and upon their arrival at the site finds no work is available for him/her, unless they have been notified to the start of the shift not to report, they shall be paid for three (3) hours at their regular hourly rate. If they are offered other work for which they are physically fit for three (3) hours or more at their regular hourly rate and they refuse such work, they shall be ineligible to receive the three (3) hours reporting pay above provided for.

2.05 The Employer agrees that no partial reduction of hours below the current hours of an employee per shift shall be instituted. In the event of a shortage of work, the provisions of lay-off shall be implemented.

2.06 The Parties agree that while workloads may change from time to time, there will be no unreasonable accretion of work to be performed without a commensurate adjustment in the paid time to perform it.

ARTICLE 3: BENEFITS

3.01 The Employer shall make the following monthly contributions for employees covered under this agreement who are regularly scheduled to work twenty-five (25) hours or more per week and have completed the probationary period to the Local 183 Industrial Benefits Fund for the purpose of purchasing benefits under “**Plan A – Full Coverage**”, plus applicable taxes:

November 1, 2025	November 1, 2026	November 1, 2027
\$300/month	\$305/month	\$310/month

3.02 Employees that would like to up their benefit coverage may do so at their own expense through a payroll deduction.

3.03 The Employer shall remit contributions and deductions referred to in Article 3.01 to the Local 183 Industrial Benefit Fund monthly together with a completed Employer’s report by the fifteenth (15th) of the month following the month for which payment is due. (Example: June 15 remittances [which represents the May work month] provides July 1 benefit coverage).

3.04 Remittances that are overdue by more than 30 days will be subject to a 2% interest charge.

ARTICLE 4: PENSION

4.01 The Employer shall contribute to the Labourers Pension Fund for Central and Eastern Canada based on all hours worked per employee, the following amounts:

November 1, 2025	November 1, 2026	November 1, 2027
\$1.00/HR	\$1.50/HR	\$2.00/HR

4.02 The Employer shall remit the contributions to the Labours Pension Fund monthly, together with a duly completed Employer’s Report Form by the fifteenth (15th) day of the month following the month for which the payment is due.

4.03 The Employers’ responsibility and liability for the Pension Fund as set out above is strictly limited to the obligation to make the contributions as set out in this article.

4.04 All contributions that are overdue by more than thirty (30) days will be subject to a two percent (2%) interest charge.

4.05 If the Labourers Pension Fund of Central and Eastern Canada is unable to accept the contributions for employees over the age of 71 or working while also receiving a Pension, then the Employer shall pay an equivalent amount into the LIUNA Local 183 Excess Contributions Fund, which shall be forwarded to the Fund by the Pension Fund Administrator.

ARTICLE 5: RETIREE BENEFITS FUND

5.01 The Employer shall contribute for each employee into the Local 183 Retiree Benefit Trust Fund for the purpose of purchasing benefits as contemplated by the Agreement and Trust establishing the said Retiree Benefit Fund as follows:

November 1, 2025	November 1, 2026	November 1, 2027
\$0.05/HR	\$0.05/HR	\$0.05/HR

5.02 The Employer shall remit contributions to the Labourers', Local 183 Retiree Benefit Trust Fund monthly, together with a duly completed Employer's Report Form, by the fifteenth (15th) of the month following the month for which the payment is due. Each monthly contribution shall include all obligations arising from hours worked up to the close of the Employers' payroll ending nearest to the last day of the preceding month.

5.03 The Employers' responsibility and liability for the Industrial Benefit Fund and Retiree Benefit Fund as set out above is strictly limited to the obligation to make the contributions as set out in the relevant provision.

5.04 All contributions that are overdue by more than thirty (30) days will be subject to a two percent (2%) interest charge.

ARTICLE 6: TRAINING FUND

6.01 The Employer agrees to contribute to the Labourers' Local 183 Members' Training and Rehabilitation Trust Fund for all hours worked by each Employee the following amounts:

November 1, 2025	November 1, 2026	November 1, 2027
\$0.05/HR	\$0.05/HR	\$0.05/HR

6.02 The Employer shall remit contributions to the Labourers Local 183 Members' Training and Rehabilitation Fund monthly, together with a duly completed Employer's Report Form, by the fifteenth (15th) of the month following the month for which the payment is due.

6.03 All contributions that are overdue by more than thirty (30) days will be subject to a two percent (2%) interest charge.