

COLLECTIVE AGREEMENT

BETWEEN:

**ION FACILITY SERVICES
VARIOUS LOCATIONS**

- and -

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

April 1, 2026 – March 31, 2029

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COLLECTIVE AGREEMENT

BETWEEN:

ION FACILITY SERVICES VARIOUS LOCATIONS

(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 hereby recognizes the Union as the sole collective bargaining agent of all employees engaged in cleaning services at various locations in the Greater Toronto Area listed at Appendix "B" save and except office and clerical staff, Supervisory personnel and persons above the rank of supervisor.

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

1.03 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.

1.04 In this Collective Agreement words using the masculine gender include the feminine.

No Contracting Out/In Bargaining Unit Work

1.05 a) The Employer agrees that it will not contract out any bargaining unit work that has been performed by bargaining unit employees referred to in Article 1.01 above under any circumstances. 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.

Statements of Principles and Intent

1.06 Whereas the Employer and the Union wish to enter into a common Collective Agreement with respect to certain employees who are engaged in all work associated with building

maintenance and janitorial cleaning and to provide for and ensure uniform interpretation and application in the administration of this Collective Agreement.

ARTICLE 2: UNION SECURITY AND DUES

2.01 The Employer shall, for each pay period, deduct from the wages of each employee in the unit affected by the Collective Agreement, the amount of regular Union dues as a condition of employment. The Union shall notify the Employer in writing of the amount of regular Union dues to be deducted in accordance herewith and the Employer shall, for the purposes, rely upon such written notification as conclusive evidence that the amounts so deducted are in accordance with the Union's constitution and by-laws. The Union shall indemnify and save the Employer harmless from any claims, suits, judgements, attachments and from any form of liability as a result of making such deductions in accordance with the written direction of the Union and the Union will refund directly to all employees any amount for which wrongful deductions were made by the Employer in accordance with the written notification provided by the Union.

2.02 The Employer shall forward such deductions to the Secretary/Treasurer of the Union not later than the fifteenth (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 have been made.

2.04 The Union shall indemnify the Employer from any claim which may arise from deductions made pursuant to this Article.

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 list Seniority List which shall include the following information:

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

ARTICLE 3: MANAGEMENT RIGHTS

3.01 The Employer shall have the exclusive functioning option to conduct its businesses 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; judge the qualification of employees; assign or re-assign 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;
- (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 Articles 4 and 5 herein. It is agreed that these functions shall not be exercised in a manner inconsistent with the express provisions and intent of this Agreement.

Employer Policies

3.02 Employer policies shall be communicated and available to the employees where applicable.

ARTICLE 4: GRIEVANCE PROCEDURE

4.01 Should any dispute arise between the Employer and an employee or between the Employer and the Union as to the interpretation, application, administration or alleged violation of any of the provisions of this Agreement, an earnest effort will be made to settle such differences without undue delay in the following manner.

STEP 1

An employee who has a complaint relating to the interpretation, application or alleged violation of this Agreement shall discuss his/her complaint with his/her immediate Supervisor within ten (10) 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 Supervisor will then have a maximum of two (2) days to respond to the employee.

STEP 2

If the decision of the Supervisor is not acceptable, the Union shall file a written grievance addressed to the Regional Manager and/or their Designate within five (5) days of the Response at Step No. 1.

STEP 3

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) days from the date of the grievance meeting to respond to the grievance in writing.

4.02 Where a difference arises between the Union and the Employer relating to the interpretation, application or administration of this Agreement and such differences or allegation cannot be made the subject of an employee grievance, the Union may file a grievance in writing as a policy grievance with the Manager within and not after ten (10) working days from the date of the incident giving rise to the grievance and Article 4.01, Step 2, shall then apply as though the Union policy grievance was a grievance of an employee.

4.03 The Employer may similarly file a policy grievance against the Union. Any such grievance may be filed with the President or the Secretary or a business representative of the Union within and not after ten (10) working days from the date of the incident giving rise to the grievance and the Union will give its answer to such grievance in writing within five (5) working days of the date the written grievance was filed with it. If the Employer is not satisfied with such answer, the grievance may then be referred to arbitration by the Employer under Article 5.

4.04 Any of the time limits provided for in this Article and Article 5 may be extended by mutual agreement between the Employer and the Union. If any such agreement is not made in writing, the burden of proving the existence of the alleged agreement shall be on the party asserting it. If a grievance is not presented within applicable time limit or is not processed through the steps of the Grievance Procedure within the time limits provided, it shall be deemed to be withdrawn and thereafter be barred.

ARTICLE 5: ARBITRATION

5.01 Where a difference arises between the Employer and the Union relating to the interpretation, application, or administration of this Agreement, either of the parties may, after duly exhausting the Grievance Procedure established by this Agreement, notify the other party in writing of its desire to submit matter to arbitration. The Employer and the Union shall then endeavor to select an impartial Arbitrator to hear evidence and argument and decide the grievance. If they fail to agree upon such Arbitrator within seven (7) days of the receipt of such notice in writing by the party to whom it is addressed, either party may then request the Minister of Labour to appoint an Arbitrator. The Arbitrator so selected or appointed shall hear and determine the dispute or allegation and shall issue his/her decision, which shall be final and binding upon the parties and upon any employee affected by it. The Arbitrator shall not have jurisdiction to entertain any grievance, which has not been duly processed throughout the Grievance Procedure. The Employer and the Union shall each pay one-half (1/2) of the fees and disbursements of the Arbitrator.

5.02 The Arbitrator shall not have any authority to alter or amend in any way the provisions of this Agreement; to give any decision inconsistent with or contrary to the terms and conditions of this Agreement; or in any way to modify, add to or delete from any provision of this Agreement.

ARTICLE 6: EMPLOYER GRIEVANCES AND UNION GRIEVANCES

6.01 The Employer, may submit a grievance to the Union in a manner similar to the procedure outlined in Article 4 - Grievance Procedure.

Should no settlement, satisfactory to the parties concerned, be determined, such grievance may be submitted to arbitration in a manner similar to the procedure defined in Article 5 - Arbitration.

6.02 A Union grievance which is defined as an alleged violation of the Agreement involving all or a substantial number of employees in the bargaining unit in regard to which a substantial number of employees have signified an intention to grieve, or a grievance involving the Union itself, including the application or interpretation of this Agreement, may be brought forward at any time in accordance with Article 4 - Grievance Procedure and if it is not settled, it may be referred to an Arbitrator in a manner similar to the procedure outlined in Article 5 - Arbitration.

**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, hours-of-work 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:

One (1) Union Steward on each of the day and afternoon shifts, per location, appointed from employees with a minimum of six (6) months seniority with the Employer.

The Union shall submit to the Employer in writing the names of the Union Stewards.

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 express permission from an authorized agent 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.

Right to Have Steward Present

8.04 An employee, who is subject to disciplinary action (ie written reprimands, suspension or termination) that is to be recorded within the employee's Personnel File, shall have the right to have a Steward to represent him/her at such meetings. The Employer agrees that the employee shall be notified of the purpose of such meeting. It shall be the responsibility of the Employer to contact the Steward and if one is not available the employee being disciplined may request the presence of another co-worker at such meeting

8.05 A Union Steward, who is subject to discipline, shall have the right to the presence of a Union Representative or another officially appointed Union Steward.

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

8.07 The Union Business Representative 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.

Union Negotiating Committee

8.08 The Union has the right to select up to one (1) employee from each location covered by this Agreement, 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 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, 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 lock-out of its employees.

Union Activity

9.03 No Employee shall be discriminated against for any lawful Union activity or for serving on a Union committee or for reporting to the Union a violation of any provisions of this Agreement. Instances of alleged violations of the foregoing will be brought to the attention of management and an investigation by the parties will follow. The above will be subject to the grievance procedure. Any proven allegations hereunder will be dealt with by the Employer.

ARTICLE 10: STATUTORY 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 | Labour Day |
| Family Day | Thanksgiving Day |
| Good Friday | Christmas Day |
| Victoria Day | Boxing Day |
| Canada Day | Civic Holiday |

or days celebrated in lieu thereof.

10.02 To qualify for holiday pay, the employee shall work his/her scheduled working-day immediately prior to and his/her 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 An employee required by an Employer to work, in addition to the specific holiday pay, any of the above noted Statutory Holidays shall be paid at the rate of one and a half (1½) times the employee's regular hourly wage for each hour worked.

10.04 For those employees who are scheduled to work only from Monday to Friday and when a holiday falls on a weekend, they shall be entitled to a day-off in lieu of the holiday.

ARTICLE 11: VACATION ENTITLEMENTS

11.01 Vacation Pay shall be predicated on the length of employment with his or her present Employer, or at the work site, whichever is greater, 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 with more than one (1) year of continuous service but less than five (5) years of continuous service with the Employer shall receive four percent (4%) vacation pay and two (2) weeks of vacation time;
- (c) Employees with five (5) years or more of continuous service but less than ten (10) years of continuous service with the Employer shall receive six percent (6%) vacation pay and three (3) weeks of vacation time;
- (d) Employees with ten (10) years or more continuous service with the Employer shall receive eight percent (8%) vacation pay and four (4) weeks of vacation time;
- (e) Employees with twenty (20) years or more of service with the Employer shall receive ten percent (10%) vacation pay and five (5) weeks of vacation time.

11.02 Vacation pay will be paid out at the time of the employee's vacation. An employee can request their vacation pay at any time throughout the year, and the Employer shall pay it out. Any unused vacation pay will be paid out by the second pay period in January each year.

11.03 Vacation periods shall be scheduled by mutual consent of the Employer and employees.

11.04 Employees requiring longer vacation periods shall request the same in writing from the Employer at least two (2) months in advance of the intended vacation period and permission for the same shall not be unreasonably withheld.

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

11.06 In areas that require seven (7) days per week staffing vacations and/or Leaves of Absence will not be granted for the time between December 15th and January 5th of the present and new calendar year. Employees requesting vacation during this time may submit a request in writing and the approval will not be unreasonably withheld and will be based on the employee's seniority.

11.07 Vacation will be limited to two (2) consecutive weeks during peak vacation June 15th to August 31st. Employees requesting longer vacation periods pursuant to Article 11.04 shall not be unreasonably withheld.

ARTICLE 12: PERSONAL AND SICK DAYS

12.01 All post-probationary employees will be entitled to the following Personal Days, as listed below from the period of April 1st to March 31st each year.

April 1, 2026	April 1, 2027	April 1, 2028
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 Wages shall be paid by direct deposit, to each employee.

The Employer shall provide with the wage cheque a statement which defines hours worked, overtime hours, hourly rate (where applicable), deductions for Income Tax, Employment Insurance, Canada Pension Plan, Union dues, etc.

Employees shall be paid bi-weekly.

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

13.03 The Employer shall, within seven (7) days 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 employees' voluntarily terminated employment, send by mail, to the employee's last known address on file, the said employee's pay stub.

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, he/she 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 he/she reported for jury duty or was subpoenaed as a Crown Witness.

ARTICLE 15: PROTECTIVE CLOTHING

Uniforms

15.01 The Employer will provide winter coats, gloves and hard hats, where necessary, as per Company policy.

15.02 The Employer will supply uniforms, at no cost to the employees in the bargaining unit, consisting of three (3) uniforms per year, if required, as per Company policy.

Safety Boots

15.03 Employees who are required by the Employer to wear safety shoes shall be reimbursed up to one hundred and seventy-five (\$175.00) dollars every twelve (12) months once a proper receipt has been submitted, payment of such will be in a separate cheque. It is understood that such an amount shall be reimbursed within fourteen (14) days from the date the receipt was submitted. A copy of the receipt with acknowledgement from the Employer would be given to the employee.

Anti-Slip Shoes

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

ARTICLE 16: LUNCH AND REST PERIODS

16.01 Employees working a five (5) hour shift shall receive a fifteen (15) minute rest period (as per present practice).

16.02 There shall be one-half (½) hour unpaid lunch period permitted daily (as per present practice).

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.

Employees who work less than 25 hours do not receive benefits and are compensated in lieu of benefits.

Probationary Employee:

17.03 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.

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.

17.04 After completion of the probationary period, the employee's seniority date shall be his/her 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.

(d) If the Employer posts the job electronically, the Employer will provide the same proof of posting and applications in (b) and (c) to the Union over email, using screenshots or otherwise.

Filling Vacancies

18.02 In filling job vacancies, including promotions, transfers and new positions the Employer will consider the requirements and efficiency of operation and the knowledge, training, skill, ability and physical fitness of the individual to perform the normal required work.

It being understood that qualifications, as defined above, being equal, the employee with the greatest seniority will be given preference.

The job shall be awarded within fifteen (15) working-days of posting.

18.03 Any openings which become available on the day shift, present employees in the bargaining unit shall have the first opportunity to fill these positions.

18.04 Seniority and qualifications shall be the determining factor for change of shifts, qualifications being equal seniority shall govern.

18.05 Vacancies will be posted in the affected location only.

ARTICLE 19: LEAVES

Bereavement

19.01 In the event of a death of spouses; relatives dependent on the employee; and parents, grandparents, children, children-in-law, grandchildren or siblings of the employee or the employee's spouse (the listed familial relationships include stepfamily), the Company agrees to grant paid time-off from scheduled work, up to five (5) scheduled consecutive days. These days must include or immediately precede or follow the day of the funeral.

19.02 In the event of a death (in the immediate family as defined above), the employee is entitled to two (2) scheduled days off unpaid if the employee does not attend the funeral.

19.03 In addition to the five (5) days' leave of absence with pay, the Employer will not unreasonably withhold permission for a further leave of absence without pay.

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

Returning From Leaves

19.05 Employees returning from sick leave, approved leave of absence, Workers' Compensation, or maternity leave, will be returned to their former shift and former duties or equivalent duties within two (2) weeks of returning to work.

ARTICLE 20: SENIORITY

20.01 Seniority as referred to in this Agreement shall mean length of service in the bargaining unit, dating back to original date of hire at the locations identified in Article 1 - Recognition, and shall be applied on a bargaining unit-wide basis.

Loss of Seniority

20.02 An employee shall lose his/her seniority and the employee's employment shall be deemed to be terminated in the following circumstances:

- (a) if he/she voluntarily quits his/her employment with the Employer;
- (b) that he/she is discharged and is not reinstated through the Grievance or Arbitration Procedures;

- (c) that he/she 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) fails to notify the Employer within three (3) working-days that he/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 lay-off unless a reason satisfactory to the Employer is given;
- (e) absence from work for two (2) without notifying the Employer, except in extenuating circumstances;
- (f) if he/she accepts other employment during any leave of absence granted by the Employer.

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 plant holidays or on approved leave of absence [up to three (3) months for leave of absence];
- (c) during any period when he/she is prevented from performing his/her work for the Employer by reason of illness, accident and/or injury arising out of and in the course of his/her employment with the Employer and for which he/she is receiving compensation under the provisions of the *Workers' Compensation Board Act* for a period of up to twelve (12) months or the employee's seniority, whichever is shorter.

20.04 An employee who does not qualify to accumulate seniority under Article 20.03 shall maintain his/her existing seniority, unless and until he/she loses same pursuant to Article 20.02.

Seniority List

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

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

Layoff and Recall

20.07 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) seniority;
- (b) ability to perform work available.

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

Transfer

20.08 No employee shall be transferred to a position outside the bargaining unit without his/her consent.

20.09 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/she shall retain his/her accumulated seniority for a six (6) month 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 21: DISCIPLINE

Sunset Clause

21.01 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.

Access to Personnel File

21.02 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

Notice of Discipline

21.03 All terminations or suspensions notices shall be sent to the Union within twenty-four (24) hours, excluding weekends and statutory holidays.

Signature on Disciplinary Documents

21.04 An employee's or a Union Steward's signature on disciplinary documents will constitute proof that the employee has received the disciplinary document. The Employee's signature shall not represent agreement with the discipline issued nor admission of wrongdoing.

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

five (5) working-days of the request being made but, in any event, not more often than one (1) time per calendar month.

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.

22.02 Upon notification by the full-time Union Representative the authorized agent of the Employer will arrange for access to the job-site which are listed in Article 1 - "Recognition".

ARTICLE 23: HEALTH & SAFETY

23.01 The Employer and the Union recognize the importance of promoting safe working conditions and the safe handling of equipment at all times. It is equally recognized to be in the best interests of all parties at all times to comply with the statutes and regulations which pertain to the Employer's operation.

23.02 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 a practice or condition to the Employer.

23.03 Employees shall report any work-related accident/injury to his/her immediate supervisor as soon as it occurs, and both the employee and Employer must follow through with all responsibilities as outlines in the **WORKPLACE SAFETY AND INSURANCE ACT**.

23.04 Employees returning from sick leave must provide their supervisor with the Employer's Fitness for Duty report cleared by a medical practitioner to ensure they are physically able to perform their duties and maintain their safety at work. It is understood and agreed that the responsibility for payment, should charge be levied by the medical practitioner, be borne by the employee.

23.05 In the eventually that the employer requests a medical note within the time allowed and/or permitted by this CBA, the Employer will bear the full cost of the same.

Harassment

23.06 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.

23.07 "Sexual harassment" means any unwelcome sexual advances, remarks or demands for sexual favours of an unwelcome or physical nature, insulting or offensive comments or conduct of a sexual nature.

23.08 There shall be no discrimination against any employee, male or female, because of race, religious creed, colour, national origin or age.

ARTICLE 24: MISCELLANEOUS

Bulletin Board

24.01 The Employer shall provide a Bulletin Board for its members to be informed of Union activities

Employee Attendance at Staff Meetings

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

24.03 Where an employee is directed by the Employer to attend a staff meeting, in-service or committee meeting outside of normal working hours, he/she shall be credited with equivalent time off at his/her basic rate of pay.

No Individual Agreements

24.04 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.

24.05 Notwithstanding the Article 24.04, the wage rates outlined in this Agreement are minimum wage rates and they do not prevent the Employer from paying a higher wage rate.

Loss of Contract / Predecessor Employer Obligations

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 April 1, 2026 to March 31, 2029, 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.

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.

FOR THE EMPLOYER

Brian Waite

Brian Waite

5/1/2026

Date

FOR THE UNION

Humberto Alferez

Humberto Alferez

5/4/2026

Date

Laura Cortez

Laura Cortez

5/1/2026

Date

APPENDIX “A”

ARTICLE 1: WAGE RATES AND CLASSIFICATIONS

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

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

Classification	April 1, 2026	April 1, 2027	April 1, 2028
Light Duty	\$19.00	\$20.00	\$21.55
Day Porter – Light Duty	\$19.00	\$20.00	\$21.55
Heavy Duty	\$19.75	\$20.75	\$22.30
Day Porter – Heavy Duty	\$19.75	\$20.75	\$22.30

(b) Hourly Rate of Pay for Employees Without Benefits

Employees who work less than 25 hours per week and are not entitled to benefits shall receive sixty cents (\$0.60) in lieu of benefits.

Classification	April 1, 2026	April 1, 2027	April 1, 2028
Light Duty	\$19.60	\$20.60	\$22.15
Day Porter – Light Duty	\$19.60	\$20.60	\$22.15
Heavy Duty	\$20.35	\$21.35	\$22.90
Day Porter – Heavy Duty	\$20.35	\$21.35	\$22.90

1.02 a) Midnight Shift Premium

The Employer agrees to pay a shift premium of seventy-five cents (\$0.75) to all employees working the midnight shift.

b) Lead Hand Premium

The Lead Hand will be compensated at the rate of one dollar and fifty cents (\$1.50) additional per hour for the highest classification he/she leads. It is understood by the Parties that the Lead Hand is not a supervisor and does not hold managerial authority.

1.03 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.

1.04 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.

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

1.06 Employees temporarily transferred or directed to perform duties by management of another classification for a period of more than one (1) hour per shift, which may be a lower or higher rate-of-pay than their classification, shall be paid the higher rate-of-pay for all hours worked.

ARTICLE 2: HOURS OF WORK

2.01 Overtime at the rate of time and one-half (1½) the employee's individual hourly rate will be paid for all work performed over forty-four (44) hours per week.

2.02 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.

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

2.04 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.

2.05 Employees are expected to attend work when scheduled. In the event they are unable to attend, the Supervisor must be notified, where practicable, three (3) hours prior to commencement of the scheduled shift of the employee giving the reason why the employee is unable to attend and when the employee expects to return to work.

Call-in-Pay

2.06 An employee who is called-in to work outside his/her 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 shall be paid a minimum of four (4) hours pay at the employee's regular hourly rate; or time-off in lieu.

2.07 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 working 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 B”, plus applicable taxes:

April 1, 2026	April 1, 2027	April 1, 2028
\$190/month	\$200/month	\$205/month

3.02 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).

3.03 The option to opt-in to a higher benefit plan shall be made available once during the life of the collective agreement. The employees will have to make a co-payment through a payroll deduction. The employee will provide written authorization to the Employer to make a payroll deduction.

3.04 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.

3.05 All contributions that are overdue by more than thirty (30) days will be subject to a two percent (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:

April 1, 2026	April 1, 2027	April 1, 2028
\$0.10/HR	\$0.10/HR	\$0.20/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 BENEFIT 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:

April 1, 2026	April 1, 2027	April 1, 2028
\$0.10	\$0.10	\$0.10

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:

April 1, 2028
\$0.05

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.

APPENDIX “B”

The Employer hereby recognizes the Union as the sole collective bargaining agent of all employees engaged in cleaning services at various locations in the Greater Toronto Area listed below, save and except office and clerical staff, supervisors and persons above the rank of supervisors:

1. 85 Ellesmere Road, Toronto
2. 1448 Lawrence Avenue East, Toronto