

Collective Agreement

between

**Ontario Public Service Employees Union
on behalf of its Local 115**

and

**Commercial Cleaning Services
at Ontario Police College, Aylmer**

DURATION: April 1, 2013 – March 31, 2015



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Article 1 - Object of this Agreement

- 1.01 The intent and purpose of this agreement shall be to promote and improve industrial and economic relations in the industry, to establish and maintain discipline and efficiency and to set forth herein the basic agreements covering rates of pay, hours of work and conditions of employment which will render justice to all.
- 1.02 The parties hereto desire to co-operate in establishing and maintaining proper and suitable conditions in the industry which will tend to secure uniform and equitable terms of employment satisfactory to Employer and employees, to provide methods for fair and peaceful adjustments of all disputes which may arise between them and foster goodwill, friendly relations and better understanding between the parties.

Article 2 - Recognition and Scope

- 2.01 The Employer recognizes the Ontario Public Service Employees Union as the bargaining agent of all employees of Commercial Cleaning Services at the Ontario Police College in Aylmer, save and except supervisors and persons above the rank of supervisor.

Definitions of Employees

- 2.02 Full-time employee refers to an employee who is regularly scheduled to work thirty-seven and one-half (37½) hours per week.
- 2.03 Part-time employee refers to an employee who is regularly scheduled to work less than thirty-seven and one-half (37½) hours per week.
- 2.04 Permanent call-in employee refers to an employee who is scheduled to work only as required or who is called in to replace an employee who is absent or to provide added coverage for an event.
- 2.05 Casual employee refers to an employee who works on an occasional basis, for example, graduation.

Article 3 - Relationship

- 3.01 The Union agrees that it, its officers, agents, representatives and members will not engage in Union business on Employer time except as agreed to by the parties.

3.02

Dues Deduction

- (a) The Employer agrees that it will deduct each pay period, a sum equal to regular Union dues from each employee in the bargaining unit. Union dues shall be deducted from the first day of employment and shall include dues on all retroactive pay adjustments. The Employer agrees that it will remit the total amount of such deductions to the Director of Financial Administration of the Union, 100 Lesmill Road, North York, Ontario, M3B 3P8, not later than the fifteenth (15th) day of each month following the month that deductions were made. The remittance shall be accompanied by a list of the names and social insurance numbers of those employees for whom deductions have been made.
- (b) The Employer agrees to include the annual total of dues deducted on each employee's T-4 slip.
- (c) The Union will advise the Employer in writing of the amount of its regular dues. The amount so advised shall continue to be deducted until changed by further written notice to the Employer.

3.03

The Union agrees to hold the Employer harmless against any claim or other form of liability that may arise out of the Employer's action in complying with the provisions of Article 3.02

3.04

No Discrimination/No Harassment

- a) The Employer and the Union agree that no employee shall in any manner be discriminated against or coerced, restrained or influenced on account of membership or non-membership in any labour organization or by reason of the prohibited grounds which are set out, defined, and modified in the Human Rights Code, 1981 of Ontario and its Regulations, as they may be amended from time to time.
- b) Workplace harassment may include comments or conduct by a supervisor, co-worker, or other person towards another that is intimidating, annoying, hurtful or malicious as outlined in the Employer's "Welcome to Commercial Cleaning Services Orientation Package".
- c) The Employer agrees that the assignment of employees to classifications shall not be based on sex but rather on ability to perform the normal requirements of the job.

3.05 The Employer and the Union agree to share the cost of providing a copy of the Collective Agreement to each employee in the bargaining unit.

3.06 **Duty to Accommodate**

The Employer recognizes its duty to accommodate employees short of undue hardship under the Ontario Human Rights Code. Where such a duty arises, the Employer will develop an appropriate accommodation plan with the employee and/or the Union that meets the criteria and principles set out in the Ontario Human Rights Commission's "Policy and Guidelines on Disability and the Duty to Accommodate". It is understood that the principles in these "Guidelines" apply equally to all enumerated grounds under the Ontario Human Rights Code.

Article 4 - Union Representation

4.01 The Employer shall recognize up to two (2) stewards selected by the Union to assist employees having complaints or grievances.

4.02 All stewards must be employees of the Employer who have acquired seniority.

4.03 The Union shall notify the Employer in writing of the names of the stewards and of any changes that may occur therein from time to time. The Employer shall not be required to recognize a Union officer or steward until his name has been certified to the Employer in writing by the Union.

4.04 The stewards will be afforded such time off, with pay, as may be required to attend meetings with Employer representatives in the various steps of the grievance procedure in which they are authorized to act under this agreement.

4.05 The Union acknowledges that stewards have their regular duties to perform on behalf of the Company and such persons shall not leave their regular duties to attend to the complaints and grievance of employees without having first secured permission from the immediate supervisor, which permission shall not unreasonably be withheld. The stewards shall be compensated for such time spent during regular working hours at their regular rate of pay. The steward shall state his destination to his immediate supervisor and shall report again to him at the time of his return to work.

4.06 It is mutually agreed that a Union Staff Representative, who is not employed by the Employer, shall be given access to the premises with prior notice to the Employer to meet with bargaining unit members about

official Union business relating to this agreement provided that the meeting does not interfere with the employee's work or progress.

- 4.07 The Employer shall recognize a Negotiating Committee of not more than two (2) Union members. The purpose of this committee shall be to negotiate the renewal of this Collective Agreement with the Employer. The Union shall notify the Employer of the names of the committee members before they can be recognized. Members of the committee shall not suffer loss of regular earnings for time spent in negotiations.

Article 5 - Managements Rights

- 5.01 The Union acknowledges it is the exclusive function of the Employer to:
- (a) maintain order, discipline and efficiency;
 - (b) hire, classify, transfer, promote, demote and lay off employees and also to suspend, discipline or discharge employees for just cause, provided that a claim by an employee that he has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided.
- 5.02 The Union further recognizes the right of the Employer to operate and manage its operations in all respects in accordance with its commitments and its obligations and responsibilities. The right to decide on the number of employees needed by the Employer at any time, the right to use modern methods, machinery and equipment. The Employer also has the right to make and alter from time to time reasonable rules and regulations to be observed by the employees.
- 5.03 The Employer agrees to exercise its rights in a fair and reasonable manner that is also consistent with the Collective Agreement.

Article 6 - No Strikes or Lockouts

- 6.01 The Employer and the Union agree as required under the Labour Relations Act of Ontario that there shall be no strikes or lockouts as defined therein as long as this Agreement continues to operate.

Article 7 - Grievance Procedure

- 7.01 For the purpose of this Article, working days shall mean Monday to Friday inclusive. A holiday which falls between Monday and Friday shall not be considered a working day.
- 7.02 The purpose of this Article is to provide an orderly method for the settlement of a dispute between the parties over the interpretation, application, or claimed violation of any of the provisions of this agreement.

Complaints

The employee shall first discuss a complaint with his supervisor and if the aggrieved employee requests, a steward shall be given an opportunity to be present. Such discussion shall be held within three (3) working days of the event giving rise to the complaint.

Grievance Step 1

If the complaint is not settled, it shall, within three (3) working days thereafter, be set forth in writing, stating the nature of the grievance and remedy sought, and presented to the Supervisor within three (3) working days after receipt thereof, the Employer shall give his written answer to the grievance.

Step 2

If the grievance is not settled at Step 1, it may be referred within five (5) working days after receipt of the Supervisor's written answer to the Director of Operations located at the Employer's office in London, Ontario. A discussion with the grievor and a steward and/or the Union Staff Representative, at a mutually agreed time, shall be held within five (5) working days.

The Employer shall give his written answer to the grievance within five (5) working days after the close of the discussions.

If the grievance is not settled at Step 2, it may be referred to Arbitration by a written notice given by the Union to the Employer within ten (10) working days after the receipt of the written answer of the Employer or his designated representative in accordance with the procedure and conditions in the Arbitration clause hereinafter set forth.

- 7.03 The parties agree to follow each of the foregoing steps in the processing of the grievance; and if at any step the Employer's representative fails to give his written answer within the time limits therein set forth, the Union may appeal the grievance to the next step at the expiration of such time. Similarly, if the Union fails to comply with the time limits therein set forth for their part in the grievance procedure, the grievance will be considered

to have been abandoned, except as provided for by Section 48(3) of the Ontario Labour Relations Act. Notwithstanding these limitations, either party may, with the agreement of the other party, extend the time limits.

- 7.04 If the Employer claims that the Union has violated any provisions of this Agreement, it may present a grievance to the Union in writing within five (5) working days of the circumstances giving rise to the grievance; and if the parties fail to settle it, the Employer may appeal it to Arbitration, in accordance with the arbitration clause hereinafter set forth.
- 7.05 A grievance concerning the general interpretation, application or alleged violation of this Agreement may be initiated by the Union directly at Step 2 of the grievance procedure within five (5) working days of the occurrence giving rise to the grievance. However, it is understood that the provisions of this paragraph will not be used by the Union to institute a grievance that an employee could himself institute and the regular grievance procedure shall not be thereby by-passed.

Article 8 - Arbitration

- 8.01 Any dispute or grievance concerned with the interpretation or alleged violation of this Agreement which has been properly carried through all the steps of the grievance procedure provided by Article 7 hereof, and which has not been settled may be referred to Arbitration at the request of either party.
- 8.02 The party requesting Arbitration shall submit a list of three (3) proposed Arbitrators in writing. Within seven (7) days of receipt of such list, the other party shall respond in writing, either accepting one of the proposed Arbitrators or proposing three alternate Arbitrators.
- 8.03 No person shall be selected as Arbitrator who has participated in an attempt to negotiate or settle the grievance or dispute.
- 8.04 Should the Employer and the Union fail to agree on an Arbitrator within fifteen (15) days, or other such time that is mutually agreed, either party may request the Minister of Labour to appoint a single Arbitrator.
- 8.05 The decision of the Arbitrator shall be binding on both parties.
- 8.06 The Arbitrator shall not have the power to alter or change any provisions of this Agreement or to substitute any new provision for any existing provision, nor to give any decision inconsistent with the terms and provisions of this Agreement.

8.07 Each of the parties to this Agreement shall pay one-half (½) of the fees and expenses, if any, of the Arbitrator.

Article 9 - Discharge

9.01 An employee who feels he has been unjustly dismissed may present a grievance directly to the Employer at the second step of the grievance procedure described in Article 7, within seven (7) working days of being dismissed.

9.02 Notwithstanding 9.01 above. The parties agree that in the case of a probationary employee, there shall be a lesser burden of proving just cause for dismissal.

9.03 Where a probationary employee has been released for failure to meet the minimum requirements of the position, he shall have no right to grieve the release.

Article 10 – Seniority

- 10.01 (a) Seniority shall be determined by an employee's length of continuous service with Commercial Cleaning Services and any predecessor employers, at the Ontario Police College.
- (b) Seniority as referred to in this agreement shall mean length of continuous service in the bargaining unit from the last date of hire in the employ of the Employer and any predecessor employers, at the Ontario Police College.
- (c) The Employer shall post a current seniority list of all employees in the bargaining unit, on the bulletin board, in the workplace. When there is a change to the list for e.g. new hire or an employee leaves the company, the list shall be updated and posted. A copy of such list shall be provided to the OPSEU London Regional Office.

10.02 New employees shall be considered as probationary, without seniority, until the employee has completed seventy (70) shifts and thereafter shall assume full seniority backdated to their date of hire.

Employees shall maintain, but not accrue, seniority while on unpaid leave of absence in excess of thirty (30) days.

Seniority shall be maintained and accrued while on Pregnancy Leave, Parental Leave and Emergency Leave.

- 10.03 Full-time employees shall accumulate seniority on the basis of years, months and days of employment since the last date of hire by the Employer at the Ontario Police College location. Seniority for part-time and permanent call-in employees shall accumulate on the basis of one-thousand, nine-hundred and fifty (1950) paid hours being equal to one (1) year of full-time seniority.
- 10.04 A seniority list shall be maintained and posted on the union bulletin board each year by June 30th. The list shall be updated annually and a copy of the list shall be supplied to the Union at the time of initial posting and subsequent revision.
- 10.05
- (a) Where an employee is absent due to non-occupational illness or accident, seniority shall be maintained and accrued during the absence for twelve (12) months. Where an employee is absent due to non-occupational illness or accident for a period exceeding twelve (12) months, the employee's position shall be replaced permanently and the employee shall lose their seniority. In the event that the employee does return to work after twelve (12) months, the employee shall be returned to the most junior position in the bargaining unit.
 - (b) Where an employee is absent due to occupational illness or accident, seniority shall be maintained and accrued during the absence for twenty-four (24) months pursuant to the provisions of the Workers' Safety and Insurance Act. Where an employee is absent due to occupational illness or accident for a period exceeding twenty-four (24) months, the employee's position shall be replaced permanently and the employee shall lose their seniority. In the event that the employee does return to work after twenty-four (24) months, the employee shall be returned to the most junior position in the bargaining unit.
 - (c) Article 10.03 shall be interpreted in accordance with the Ontario Human Rights Code.
- 10.06 An employee shall lose seniority and the employee shall be deemed to have resigned his/her employment with the employer if the employee:
- (a) voluntarily resigns from employment with the Employer;
 - (b) is discharged for just cause and is not reinstated through the Grievance and Arbitration procedure;

- (c) fails to report for work within two (2) working days after being notified by the Employer, following a layoff, or fails to inform the Employer within two (2) working days of being notified that he will report for work, or if employed elsewhere fails to return within five (5) days of receiving his notification to return;
- (d) is absent without leave for three (3) consecutive working days.
- (e) is laid off for a period in excess of six (6) months.

10.07 It shall be the duty of the employee to notify the Employer promptly of any change in address. If an employee fails to do this, the Employer will not be responsible for failure of a notice sent to reach such employee.

Article 11 - Job Vacancies and Job Security

11.01 When a vacancy or a new job opening occurs for a position within the bargaining unit, the Employer will post notice of the initial vacancy/opening within five (5) working days of becoming aware of the vacancy or new job opening. The position shall be posted for a period of five (5) working days and the Employer will consider applicants from within the bargaining unit before considering applicants from outside the bargaining unit. The Employer shall make every effort to fill the position within a reasonable period of time.

If an employee is the successful candidate for a position with increased hours of work and the employee cannot be placed in the new position until their previous position is posted and filled, the Employer will assign the successful candidate additional hours until the employee is able to assume the new position.

11.02 In cases of promotion and filling of vacancy (other than promotions to positions outside the bargaining unit), the following factors shall be considered;

- (a) skill and ability
- (b) seniority.

It is understood that where the qualifications referred to in factor (a) above are relatively equal, factor (b) will govern.

11.03 The Employer shall be entitled to fill a vacancy on a temporary basis until the procedures described in Articles 11.01 and 11.02 are completed.

- 11.04 The Employer shall not be required to post vacancies whose expected duration is less than three (3) months. The parties agree that in order for the Employer to anticipate a duration of more than three (3) months, the Employer must be advised in writing of the expected duration of the vacancy.
- 11.05 There shall be a trial period of five (5) calendar days during which the Employer may return an employee to his former position, or the employee may request to be returned to his former position.
- 11.06 An employee who has been accepted as the successful candidate for a position shall forego their right to apply for any subsequent vacancy for a period of three (3) months.

Job Security

In the event that layoffs are necessary, the Employer shall meet with the Union in order to discuss strategies to minimize the impact on employees.

- 11.07 In the event a layoff is necessary, it shall be conducted in reverse order of seniority and recalls shall be in order of seniority.
- 11.08 Recalls shall take precedence over the provisions for filling vacancies in Articles 11.01 and 11.02. No new employees shall be hired while an employee who has the skill and ability to perform the work is on layoff.
- 11.09 Should lay-off become necessary the Employer shall provide notice in accordance with the provisions of the Employment Standards Act.
- 11.10 Severance shall be paid to all employees who are laid off in accordance with the provisions of the Employment Standards Act recognizing the employee's past service with any predecessor employers at the Ontario Police College.
- 11.11 Supervisors and other persons outside the bargaining unit shall not perform bargaining unit work except for purposes of orientation or training or in case of an emergency including absence of employees, and only after Article 12.02 has been utilized.

Article 12 - Hours of Work and Overtime

- 12.01 (a) Authorized overtime in excess of thirty-seven and one-half (37½) hours on a thirty-seven and one-half (37½) hour scheduled work week shall be paid at the rate of one and one-half times (1½) the employee's regular hourly rate of pay for all hours worked in excess

of thirty-seven and one-half (37½) hours per week; Monday to Saturday.

- (b) The rate shall be two times (2) the regular hourly rate of pay for all hours worked on Sunday, provided that Sunday is not considered as part of an employee's scheduled work week.
- (c) Overtime shall be offered in accordance with Article 12.02.

12.02 When the Employer has a need for an employee(s) to perform additional work or replace an employee who is absent, the Employer shall offer the work to be performed to employees in the following manner:

1. First, to employees who are regularly scheduled to work and are working less than thirty-seven and one-half (37½) hours per week on the basis of seniority on a rotating basis.
2. Then, to casual employees who are not regularly scheduled to work and who are called in to work on the basis of seniority on a rotating basis.
3. When no part-time or casual employees are available, the work shall be offered to full-time employees on the basis of seniority on a rotating basis.

12.03 When an employee reports for work on a scheduled working day and upon arrival finds no work is available, unless the employee has been notified at least one (1) hour prior to the start of the shift not to report, the employee shall be paid for four (4) hours at the employee's regular hourly rate. This clause shall not apply when conditions are beyond the Employer's control.

12.04 The Employer shall distribute overtime or additional work to members of the bargaining unit in accordance with Article 12.02 amongst the bargaining unit employees who normally perform and are qualified to perform the work to be done and who have indicated a willingness and availability to perform the work.

In no case shall overtime result in any employee working in excess of twelve (12) consecutive hours except in the case of an emergency

In the event there are not sufficient bargaining unit employees available to perform the work, the Employer reserves the right to bring in additional staff from outside the bargaining unit to meet the client's time requirements.

- 12.05 There will be an unpaid meal period of one-half ($\frac{1}{2}$) hour duration exclusive of the normal seven and one-half ($7\frac{1}{2}$) hour working period.
- 12.06 There will be a paid rest period of fifteen (15) minutes during each four (4) hours worked.
- 12.07 Meal periods and rest periods shall be deemed to commence at the point at which the employee leaves the work she is doing and to conclude at the point at which the employee resumes work.
- 12.08 An employee who is called back after leaving the work place, and has or will have worked thirty-seven and one-half ($37\frac{1}{2}$) hours in the week, shall be guaranteed a minimum of four (4) hours pay at one and one-half ($1\frac{1}{2}$) times his regularly hourly rate.
- 12.09 Opportunities to work extra shifts or hours or overtime shall be distributed fairly and equitably amongst all employees in accordance with Article 12.02.
- 12.10 A full-time employee called in to perform work on any day off shall be guaranteed a minimum of four (4) hours work at his/ her straight time hourly rate of pay. If the time worked exceeds four (4) hours, the employee shall be paid time and one-half for all hours worked in excess of the four (4) hours.
- 12.11 When an employee is called in for a staff meeting, the employee shall be paid her regular straight time hourly rate of pay for the duration of the staff meeting.
- 12.12 When an employee is absent for a period of two (2) days, with the exception of vacation days, the employee's work assignments shall be distributed equitably amongst existing employees at work or scheduled to work and the Employer shall as required schedule overtime shifts. If the employee's absence is greater than two (2) days, with the exception of vacation days, the employee's position shall be backfilled in the following manner by offering additional shifts/hours by seniority on a rotating basis:
1. to employees who have not yet worked or been scheduled for thirty-seven and one-half hours ($37\frac{1}{2}$) in the week
 2. to a casual/call-in employee
 3. by offering overtime in accordance with Article 12.02 to employees who have or will have worked thirty-seven and one-half ($37\frac{1}{2}$) hours in the week.

Article 13 - Vacations

13.01 Employees shall earn vacation pay as follows:

- 1 year service up to 5 years' service – 4%
- 5 years' service up to 10 years' service – 6%
- 10 years' service up to maximum years' service – 8%

Vacation shall be taken by the employees and at the Employer's discretion, based on operational requirements, the employees on vacation may not be replaced.

An employee who, for any reason, has less than twelve (12) full months of active employment during the year shall receive a pro-rated vacation time.

Call-ins will receive their entitlements as per the Employment Standards Act (ESA).

13.02 Employees shall normally submit their vacation requests by March 31st. Such requests shall be submitted in writing to the Employer. Wherever possible, depending on scheduling needs of the operation, the Employer shall grant vacation requests of employees. Vacation requests submitted by March 31st shall be granted on the basis of seniority and shall be confirmed by April 30th. Vacation requests submitted after April 30th shall be granted on a first come, first serve basis. Vacation requests shall not be unreasonably denied except in exceptional circumstances. Vacations will not be granted during the week of graduation. The Employer may request proof of the exceptional circumstance.

13.03 Should an employee be on sick leave prior to a scheduled vacation period, and the illness extends into the vacation period, then the employee shall be considered to be on sick leave. Upon return to work the vacation period will be rescheduled.

13.04 Where, during vacation, an employee becomes disabled so that the employee cannot continue his/her vacation, the employee may elect to use sick credits and take the balance of vacation at another time provided that the employee provides satisfactory proof of illness or disability for the period in question and so long as the employee makes said election prior to the expiry of the vacation year..

13.05 An employee terminating his employment at any time shall be paid for any unused vacation calculated on a pro-rated basis.

13.06 The Employer shall be entitled to deduct from the employee's final pay the amount of any vacation taken but not earned as of the date of termination.

Article 14 - Statutory Holidays

14.01 The following Holidays shall be observed as paid Holidays:

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

14.02 Employees who are off work due to the observance of one (1) of the above-noted Holidays will receive the regular pay for such Holiday not worked, subject to the following conditions:

- (a) to be eligible for Holiday pay, an employee must work his scheduled work day immediately preceding such Holiday and his scheduled work day immediately following such Holiday, unless absent with permission of the management or because of illness or injury verified by a doctor's certificate subject to 14.02 (g).
- (b) An employee who is eligible for Holiday pay in accordance with the above conditions, and who performs work on any of the said paid Holidays, shall be entitled to receive pay at time and one-half (1½) for the work performed on such Holiday, in addition to his Holiday pay.
- (c) An employee on vacation when a Holiday is observed will receive an extra day's vacation with pay.
- (d) Where a Holiday falls on a Saturday or Sunday, i.e., an employee's regular day off, the employee shall receive another working day off with pay to be scheduled at a mutually agreeable time between the Employer and the employee.
- (e) Holidays will be taken in accordance with the operation of the Aylmer Police College.
- (f) An employee who is absent on unpaid leave for a period in excess of thirty (30) days shall not be eligible for holidays listed in 14.01 after the first thirty (30) days absence.

Article 15 - Bulletin Boards

- 15.01 The Employer shall provide space on a bulletin board for the use of the Union.

Article 16 - Bereavement Leave

- 16.01 An employee who notifies the Company as soon as possible following a bereavement will be granted bereavement leave of three (3) consecutive calendar days without loss of regular pay from regularly scheduled hours in conjunction with the death of an employee's parent, spouse, child; and three consecutive calendar days without loss of regular pay from regularly scheduled hours in conjunction with the death of an employee's brother, sister, grandparent or grandchild, father-in-law, mother-in-law; and one (1) calendar day without loss of regular pay from regularly scheduled hours in conjunction with the death of the employee's brother-in-law or sister-in-law. Bereavement leave shall be taken in conjunction with the funeral.

An employee shall be entitled to an additional two (2) days leave of absence without pay upon request. Such request shall not be unreasonably denied.

Article 17 - Court Duty

- 17.01 An employee who is required to serve as a juror or witness shall receive the difference between his normal earnings and the amount paid in connection with such service, less expenses. The employee shall notify the Employer as soon as possible after receipt of notice to appear. The Employer may require the employee to furnish a certificate of service from the officer of the court before making payment under this Article.

Article 18 - Leave Of Absence - General

- 18.01 Requests for leave of absence without pay shall be considered and granted on an individual basis. Such requests shall not be unreasonably withheld. Seniority shall continue to accrue for not longer than one (1) month except as provided in this Agreement.
- 18.02 Leave of absence without pay and without loss of seniority shall be granted upon request in writing to employees elected to represent the Union at Conventions or other meetings. Such time shall not exceed a total of ten (10) working days per person in any one (1) year and not more than two (2) individuals at any one time.

18.03 An employee who is elected to the Executive Board of OPSEU, or is selected to perform specific tasks for the Union which requires a leave of absence from their regular duties with the Employer, shall be granted the appropriate leave of absence without pay.

18.04 **Emergency Leave**

An employee shall be granted Emergency Leave in accordance with the Employment Standards Act, 2000 as amended.

18.05 **Family Medical Leave**

(a) An employee is entitled to a leave of absence of up to eight (8) weeks to provide care or support to a family member as defined below if a qualified health practitioner issues a certificate stating that the individual has a serious medical condition with a significant risk of death occurring within a period of 26 weeks. Compassionate leave taken for care of a family member will be granted as per the Employment Standards Act for a period of up to eight weeks. The eight week period is comprised on the EI benefit two week waiting period and six (6) weeks of benefit coverage and must be taken in week-long increments.

“Family member” is defined as:

- a spouse or common-law partner of the employee;
- a child of the employee or of the employee’s spouse or common-law partner;
- a parent of the employee or a spouse or common-law partner of the parent; or,
- any other person defined as a “family member” in subsequent legislation.

(b) An employee who wishes to take leave under this section shall advise the employer in writing.

Article 19 – Sick Day

19.01 As of April 1st of every year, employees are entitled to one paid sick day per year.

Article 20 - Wage Rates and Classifications

20.01 Work classifications and their corresponding wage rates shall be as per attached Appendix "A" and shall form part of this Agreement.

Article 21 - Change in Classification

21.01 On the date of hire of a new employee, he/she shall receive a copy of the duty list for the position for which he/she has been hired. In the case of current employees, within a reasonable time following ratification of this agreement, each current employee shall receive a copy the duty list for his/her current position.

21.02 When new positions for which rates of pay are not established by this Agreement are put into effect or use, rates governing such operations shall be subject to negotiations between the parties. In the event of failure to reach agreement on such rates, the question shall be referred to Arbitration and a Board of Arbitration shall be established within the thirty (30) days of the date of failure to reach such an agreement and the rates as determined shall apply from the first day the equipment or categories of work were put into use or effect.

Article 22 - Labour/Management Committee

21.01 A Labour/Management Committee shall be established consisting of up to two (2) representatives of the bargaining unit and one (1) Staff Representative of the Union, and no more than an equal number of representatives of the Employer. The Employer shall be duly notified in writing as to the names of the Union representatives selected.

22.02 The Committee shall concern itself with the following general matters:

- 1) Reviewing suggestions from employees, questions of working conditions and service (but not grievances); and
- 2) Other problems and matters of mutual interest which affect the relationship which are not properly the subject matter of a grievance or negotiations.

22.03 The Labour/Management Committee shall meet at the request of either party at a mutually agreeable time and place. Where practical, each party will notify the other of proposed agenda items in writing one (1) week in advance of the meeting. Employees shall suffer no loss of pay for time spent at meetings of the Committee.

Article 23 - Health and Safety Committee

- 23.01 The parties shall establish a Health & Safety Committee made up of one member selected by the Employer and one member selected by the Union.
- 23.02 The Health and Safety Committee shall conduct itself in accordance with the Occupational Health and Safety Act.
- 23.03 The committee shall meet quarterly at pre-established times and locations and the members of the committee shall be paid at the applicable rate for all time spent in committee work.
- 23.04 Minutes of all meetings shall be approved and signed by the Co-Chairs and shall be posted in the workplace.

Article 24 – Workplace Safety and Insurance Act

- 24.01 All employees employed by the Employer and covered by this agreement shall be covered by the Workplace Safety and Insurance Act, 1997.

Article 25 – Uniforms

- 25.01 The Employer shall provide personal protective equipment an employee is required to wear in the performance of his/her duties in accordance with the Occupational Health and Safety Act.

The Employer will provide on April 1st of each year, three (3) sets of uniforms as required by the Employer.

The Employer shall provide raincoats and parkas for employees as necessary.

Article 26 – Police Checks

- 26.01 As a condition of employment, new employees shall undergo and pay for a Police Check, which will be reimbursed by the Employer upon successful completion of their probationary period. Employees seeking reimbursement shall provide a receipt within ten (10) days of the completion of their probationary period.
- 26.02 Existing employees may be required to undergo a Police Check and if so required shall do so at no cost to the employee.

Article 27 – Personnel File

- 27.01 Employees shall be granted access to review their personnel file upon submission of a request in writing to the Employer. An employee may be accompanied by his/her steward during the review of the employee's personnel file.

Article 28 – General

- 28.01 Rest periods will be taken in designated areas as agreed to by the Client. When the designated area is changed, the employees shall be notified in writing.
- 28.02 The masculine or feminine, and the singular or plural shall apply throughout this Agreement as the context requires.
- 28.03 The Employer may request a medical certificate indicating prognosis and expected date of return to work from any employee who has been absent by reason of accident or illness for a period in excess of three (3) calendar days. Where the Employer suspects abuse they may require a medical certificate at any time. When the Employer requests a medical note, the Employer agrees to reimburse the employee ten (10) dollars towards the cost of the medical note upon presentation of a receipt.
- 28.04 The Union and the Employer agree to share equally, not to exceed one hundred dollars (\$100), the cost of printing the Collective Agreement and the Employer shall provide each new hire with a copy of the Collective Agreement.
- 28.05 **Christmas Bonus**
On the first pay of December each year, employees shall receive a \$50.00 Christmas Bonus including permanent call-ins hired prior to April 1st, 2011.

Article 29 - Duration

29.01 This Agreement shall be in full force and effect from April 1st, 2013 up to and including March 31st, 2015 and shall remain in effect from year to year unless one (1) of the parties notifies the other within ninety (90) days prior to the expiry date of its intention to amend or renew this Agreement.

Signed at _____, this _____ day of _____, 2013.

**For Ontario Public Service
Employees Union:**

For Commercial Cleaning Services:

Appendix "A" - Wage Rates

Years of Service	Effective April 1, 2013	Effective April 1, 2014
10 years and above	\$12.20	\$12.32
6 – 9 years	\$11.32	\$11.43
Up to 5 years Call-ins hired before April 1/11	\$11.09	\$11.20
Call-ins and Probation	Minimum wage	

Salary Notes:

- The Employer will continue with Direct Deposit of Wages.
- A Night Shift premium of fifty cents (50¢) per hour shall be paid for all hours worked, where the majority of the hours worked fall between 11:00 p.m. and 6:00 a.m.
- The parties agreed that the Employer shall confirm the seniority list in accordance with their records and where there are discrepancies employees shall have thirty (30) days following posting to challenge said discrepancies.

Letter of Understanding #1

Between

**Commercial Cleaning Services
at the
Ontario Police College, Aylmer**

and

Ontario Public Service Employees Union



Contract employees may be utilized by the Employer to perform work of a non-recurring nature for a period not to exceed six (6) months or to replace employees who are absent from their home positions.

Contract employees are covered by the terms and conditions of the Collective Agreement except:

- a) they shall have no right to grieve their dismissal at the end of their contract period (Article 7); and
- b) they will not accrue seniority, nor will they have access to the seniority related provisions of the Collective Agreement (Article 10).

Signed at St. Catharines, this 12th day of June, 2013.

For the Union:



Jean Fendlyce

For the Company:

J. Rawsthorne
