

## **COLLECTIVE AGREEMENT**

**BETWEEN: 1434378 ONTARIO INC. o/a COMMERCIAL CLEANING SERVICES**

(hereinafter called the "Employer")

- and -

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

(hereinafter called the "Union")

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 the Collective Agreement.

It is agreed as follows:

### **ARTICLE 1 – RECOGNITION**

1.01 The Employer recognizes the Union as the sole collective bargaining agent for all employees of the Employer engaged in building maintenance and janitorial services at the foregoing list of locations in the City of London, Ontario, save and except supervisors, persons above the rank of supervisor, office, clerical and sales employees:

449 Hill St.: St. John French Immersion Catholic Elementary School  
170 Hawthorne Rd St.: Marguerite D'Youville Catholic Elementary School  
2140 Quarrier Rd.: St. Catherine of Siena Catholic Elementary School  
926 Maitland St.: Saint Michael Catholic School  
1956 Shore Road.: St Nicholas Catholic Elementary School  
2727 Tokala Trail.: Saint Andre Bessette Catholic Secondary School

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

2.01 All employees covered by the Collective Agreement, as a condition of employment, shall become and remain members in good standing of the Union during the life

- time of this Agreement. The Employer shall deduct and remit union dues from each employee as denoted in writing from the Union.
- 2.02 The Employer shall forward such deductions to the Secretary-Treasurer of the Union not later than the 15th of the month following the month in which the deductions were made.
- 2.03 The Employer shall, when forwarding such dues, provide a list for the Secretary-Treasurer of the Union, listing the names, addresses, phone numbers, birth dates and dates of hire and corresponding social insurance numbers of the employees from whose pay such deductions were made.
- 2.04 The Union shall indemnify the Employer from any claim which may arise from deductions actually made, however for any deductions it fails to make in accordance with this article, the Employer shall forward the outstanding amount to the Union and the Employee shall be responsible for subsequent reimbursement.
- 2.05 The Employer agree that all work contracted to the Employer at the site or sites listed in Article 1, shall only be performed by bargaining unit employees under the terms and conditions of this Agreement except the Employer's current practice to contract out the steam cleaning of carpets and exterior/interior window cleaning.

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

- 3.01 The Employer shall have the exclusive functioning option to conduct its business in all respects in accordance with its commitments and responsibilities including the right to:
- a) manage, locate, extend, schedule, curtail or cease maintenance operations;
  - b) determine the number of workers required for any or all operations; assess the qualification of employees; assign or reassign work loads of employees; determine and evaluate the content and functions of all jobs and classifications; revise work assignments at any time and maintain an efficient mobile work force with diverse skills;
  - c) determine the types and placement of machines, tools, materials and equipment; and to introduce new or improved systems and equipment;
  - d) hire, classify, promote, transfer and layoff employees and to discharge, demote and suspend employees for just cause.
  - e) establish, revise from time to time and enforce reasonable rules of conduct and procedure for its employees, maintain order, discipline and efficiency;
- all subject to the provisions of this Agreement. It is agreed that these functions shall not be exercised in an unreasonable manner inconsistent with the express provisions and intent of this Agreement.

## **ARTICLE 4 - GRIEVANCE PROCEDURE**

- 4.01 The immediate attention to complaints and grievances is of the utmost importance. Properly constituted grievances may be processed through the following procedures:

### **STEP NO. 1**

The aggrieved may present the grievance within ten (10) working days after the alleged grievance incident to an immediate supervisor either in writing or orally.

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

### **STEP NO. 2**

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

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

### **STEP NO. 3**

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

- 4.02 Grievances pertaining to alleged violation of hours of work, rates of pay, overtime, vacation with pay and other monetary items, may be submitted within three (3) months of such alleged grievance incident, benefits and vacation pay may be submitted within twelve (12) months.
- 4.03 Satisfactory resolution of such grievances may be retroactive from the first day of the grievance incident.
- 4.04 Employees with sixty (60) days' service (probationary employees) may submit grievances pertaining only to alleged violations of monetary matters.
- 4.05 The grievance procedure for an employee, who claims he has been terminated without just cause, shall be dealt with at Step 2, within five (5) working days after the termination.
- 4.06 Timelines contemplated in this Article may be extended upon written mutual consent. Proof of such consent will be on the party requesting such extension.

## **ARTICLE 5 – ARBITRATION**

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

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

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

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

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

5.05 The Arbitrator shall not have the power to alter or change any of the provisions of this Agreement; or to substitute any new provisions for any existing provisions; nor to render any decision inconsistent with the terms and provisions of the Agreement.

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

5.07 The Union and the Employer shall equally share any expenses of the Arbitrator unless in the Arbitrator's discretion, it is deemed appropriate for one party to bear full costs.

## **ARTICLE 6 - UNION REPRESENTATION**

6.01 Shop Stewards may be appointed as follows:

One (1) Shop Steward at each separate location or contract appointed from employees with a minimum of three (3) months' seniority with the Employer.

The Union shall submit to the Employer in writing the names of the Shop Stewards. Shop Stewards shall, in their specific job classification, be the employees retained the longest in their respective classification at their specific location or contract.

6.02 The Shop Steward shall perform the required duties of an employee of the

Employer; the Union business shall not be conducted during regular working hours without express permission from an authorized agent of the Employer and such permission shall not be unreasonably withheld.

- 6.03 The Employer agrees that a Steward shall not suffer any loss of pay for time necessarily spent during working hours while processing grievances with management approval.
- 6.04 There shall be union representation at all times while the Employer is formally disciplining an employee (discipline up to and including termination).
- 6.05 The Business Agent for the Union shall have access to the jobsite during working hours but in no case shall visits interfere with the progress of the work. When visiting the jobsite, the Business Agent will first advise the Employer to obtain permission from the client.
- 6.06 A Steward shall be allowed to attend Union meetings or training courses scheduled during such steward's shift. Reasonable notice shall be given to the Employer and the Employer will not be required to pay the Steward for time off work for these purposes.

#### **ARTICLE 7 – PRODUCTIVITY**

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

#### **ARTICLE 8 - STATUTORY HOLIDAYS**

- 8.01 The following Statutory Holidays shall be recognized:

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

The Employer will recognize any new Statutory Holiday proclaimed by the government.

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

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

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

The noted requirements are not mandatory if the employee is prevented from working by illness or any other reason acceptable to the Employer.

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

**Hourly Paid Employees**- at the rate of one and a half (1 1/2) times the employees regular hourly wage for each hour worked.

In addition to receiving the specifically defined Holiday Pay.

## **ARTICLE 9 - VACATION PAY**

- 9.01 Vacation Pay shall be based on the length of employment in accordance with the following:

- a) Employees with less than five (5) year's employment shall receive vacation pay equal to four percent (4%) of their gross wages earned.
- b) Employees with five (5) years or more employment shall receive vacation pay equal to six percent (6%) of their total gross wages earned.
- c) Employees with ten (10) years or more employment shall receive vacation pay equal to eight percent (8%) of their total gross wages earned.
- d) Employees with twelve (12) years or more employment shall receive vacation pay equal to ten percent (10%) of their total gross wages earned.

- 9.02 Employees are expected to take their vacation leave during the year of entitlement. Requests for vacation time shall be made in writing to the Supervisor by April 1 of each year. The vacation schedule will be posted by May 1 of each year at each particular site in a communal area. All vacation requests taken before the designated period and/or submitted after April 1 shall be approved in the order they are received and approval from the Supervisor shall be provided within fifteen (15) working days. If a conflict arises between employees requesting the same vacation period off, seniority shall govern and Employer consent shall not be unreasonably withheld.
- 9.03 Vacation periods are limited to a maximum of four (4) weeks per calendar year.
- 9.04 Vacation pay shall be paid concurrently with vacation time. Remaining unpaid vacation pay shall be paid out on the first pay on or after July 1<sup>st</sup> of each calendar year following the date of the employee's initial employment. Vacation pay shall be paid by separate bank deposit.
- 9.05 Employees shall receive vacation pay no later than the first regular pay period following termination of employment.
- 9.06 **Black Out Periods**  
Employees may not request vacation time during the first week after the school year ends and the week immediately prior to the first day of school, unless there are exceptional circumstances which are acceptable to the Employer.
- 9.07 In the event that a Statutory Holiday listed at Article 8.01 falls within an employee's assigned vacation period, the employee is entitled take the holiday on the day immediately before or immediately after his/her vacation period in lieu. Which day is used for this purpose shall be subject to mutual consent.

## **ARTICLE 10 – WELFARE**

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

### **Employee Contribution**

Each employee working thirty (30) or more hours per week shall be automatically covered by the Benefit Plan. Each employee to which the above applies shall have fifty (\$50.00) dollars deducted from their gross pay per month as the employee contribution.

### **Employer Contribution**

The Employer agrees to pay one hundred and seventy five dollars (\$175.00) per month effective July 1, 2024, one hundred and eighty dollars (\$180.00) per month

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

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

- 10.02 The Employer shall remit the contributions referred to in Article 10.01 no later than the fifteenth (15) day of the month following the month for which the employee was entitled to have the contribution and deduction made.
- 10.03 The Union with thirty (30) days written notice may designate a different Trust Fund than the one set out in Article 10.01.
- 10.04 The Employer agrees to contribute to the Benefit Plan above if the employee is off on a statutory leave, bereavement leave, or medical leave in accordance with Article 11, for a period of three (3) months absence, as long as the employee provides their employee contribution to the plan.

#### **ARTICLE 11 – LEAVE**

- 11.01 Employees are entitled to reasonable leave without pay for periods of personal illness, injury, other medical emergency, medical or dental appointments and/or death, injury, medical emergency or urgent matter related to a family member. Employees are entitled to take any other legislatively protected leave not otherwise contemplated by the non-exhaustive list above.
- 11.02 Employees shall notify Employer in advance if at all reasonably possible prior to absences from work. Reasonable requests for absences will not be denied and failure to obtain leave of absence may result in disciplinary action being taken by the Employer.
- 11.03 The Employee will make reasonable effort to schedule medical appointments outside of their scheduled hours. Employees may be required to provide proof of requirement for absence if taken.
- 11.04 **Bereavement**  
When a member of an employee's immediate family dies, they shall be entitled to five (5) days special leave with pay.

For the purpose of this clause, immediate family is defined as father, mother,



brother, sister, spouse, common-law spouse, same-sex-partner, child or step child of employee, father-in-law, mother-in-law, grandparents, and grandchildren.

Bereavement pay must be claimed in the following manner:

- a) When a member of his or her immediate family dies, employees for whom the Employer provides welfare contributions shall claim bereavement pay through Global Benefits, in accordance with their rules and restrictions.
- b) In the event that this Agreement provides an entitlement that is not offered by Global Benefits, employees shall remain entitled to the greater benefit, provided they have filed the appropriate claim as per 11.04(a).
- c) Employees who do not receive welfare through Global Benefits will be entitled to a maximum of five (5) days special leave with pay, paid by the Employer.

An employee shall be entitled to one (1) day special leave with pay following the death of their brother-in-law, sister-in-law, uncle, aunt, nephew or niece.

11.05 All employees shall receive seven (7) paid sick days per calendar year. Such leave days are non-accumulating from one year to another.

The parties agree that these days include, and are not in addition to, any paid statutory entitlement to which employees may assume under the Employment Standards Act, 2000 or any amended, successor or replacement legislation

11.06 **Jury Duty**

Employees who are selected to perform as jurors shall be granted leaves of absence without loss of earnings for their normally scheduled hours. During this leave, the Employer will be responsible for the difference between the employees' regular straight time hourly rate and jury pay, excluding expenses.

An employee seeking payment under this section shall be required to provide to the Employer satisfactory proof of such duty being served as well as present proof of the amount of pay they receive for such service.

**ARTICLE 12 - PAYMENT OF WAGES**

12.01 Wages shall be paid by direct bank deposit, bi-weekly.

The Employer shall provide a statement on or before the pay period which defines hours worked, overtime hours, hourly rate (where applicable), and any deductions.

- 12.02 In the event of an intended layoff, the affected employee shall receive notice in accordance with Provincial Government Regulations.
- 12.03 In the event of a discharge from employment, the Employer shall submit all required documentation, including Record of Employment, to Service Canada as soon as possible but no later than the next regular schedule pay date following cessation of employment.  
The Employer shall pay all outstanding monetary amounts owed including vacation pay, statutory holiday remunerations and wages no later than the next regularly scheduled pay date following date of discharge.
- 12.04 The Employer shall, no later than the next regular pay following an employee's voluntarily terminated employment, pay all outstanding amounts owed including Vacation Pay, Statutory Holiday remunerations and outstanding wages by direct deposit.
- 12.05 If, at any time, the Employer misses paying an employee for one full shift or more, the employee may report the details of such a discrepancy to the Employer and within two (2) working days thereafter, the Employer shall arrange for any verified amounts to be owed to be paid to the employee by direct deposit.

### **ARTICLE 13 - PROTECTIVE CLOTHING**

- 13.01 The Employer will supply uniforms (minimum four (4) shirts and two (2) pairs of pants, per year), rubber gloves and shoe covers if required by the Employer at no cost to the employees in the bargaining unit. Uniforms must be worn on duty if so required.

In accordance with the above, each employee will receive a voucher for two (2) pairs of pants supplied by the Employer no later than September 1, 2021 and every year thereafter.

- 13.02 a) For the purposes of winter outdoor work, the Employer agrees to provide winter coats, protective wear for hands and any other necessary clothing for applicable employees before the winter season begins.
- b) The Employer agrees to provide a voucher for the cost of safety footwear required to be worn by the Employer or client. Employer will provide certified footwear covers for the purposes of indoor floor work where applicable.  
Safety footwear will be replaced as necessary where the footwear is worn out or in unsafe condition, as a result of the sole performance of their duties at the client's premises.

#### **ARTICLE 14 - LUNCH AND REST PERIODS**

- 14.01 There shall be one (1) paid ten (10) minute rest period for each half shift worked (five (5) hours), no later than two and one half (2 1/2) hours from the commencement of each half shift except where at the signing of this Agreement employees were allowed fifteen (15) minute breaks and such practice shall continue.
- 14.02 There shall be one half (1/2) hour unpaid lunch period permitted daily no later than five (5) hours from the commencement of work.

#### **ARTICLE 15 - CALL-IN PAY**

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

#### **ARTICLE 16 - PROBATIONARY PERIOD**

- 16.01 All employees employed during the term of the Agreement shall be on a probationary period for a maximum of ninety (90) calendar days from their first date of employment for the purpose of giving the Employer an opportunity to assess their qualifications for work assignments and will have no recourse to the grievance procedure for layoff or termination during that ninety (90) day probationary period.

#### **ARTICLE 17 - JOB POSTING**

- 17.01 Wherever a vacancy occurs within the bargaining unit, the Employer shall post on a bulletin board accessible to all members of the bargaining unit employed at such

location or contract within five (5) working days, a notice with details of such vacancy. Such notice shall remain posted for five (5) days.

17.02 In filling job vacancies, including promotions, transfers and new positions, the job shall be awarded within fifteen (15) working days of posting.

17.03 Present employees in the bargaining unit shall have the first opportunity to fill any vacancies, when they arise. Job postings shall be awarded to the applicant with the most seniority, skills and attributes to be determined by the Employer.

## **ARTICLE 18 – SENIORITY**

18.01 Seniority, as referred to in this Agreement, is the recognition of the existing service relationship enforceable on a bargaining unit-wide basis per separate jobsite. The purpose of seniority is to provide security based on the length of employment of a member in the bargaining unit, dating back to the original date of hire. For the purposes of this agreement and subject to all relevant provisions, seniority is a consideration in the determination of job postings, hours of work, benefit entitlement, vacation accrual and termination and severance pay.

### **18.02 Calculation of Seniority**

An employee shall accumulate seniority under any of the following conditions:

- a. when he or she is actually at work;
- b. when he or she is absent on an approved or otherwise protected leave of absence; and
- c. during any period when he or she is prevented from performing his or her work for the Employer by reason of illness, accident and/or injury arising out of and in the course of his or her employment for the Employer and for which he or she is receiving compensation for a period of up to twelve (12) months.

### **18.03 Loss of Seniority**

An employee shall lose his or her seniority in the following circumstances:

- a. if he or she voluntarily resigns;
- b. if he or she is discharged and is not reinstated through the grievance or arbitration procedures;
- c. if he or she is off work because of layoff for twelve (12) months or the length of the employee's seniority, whichever is shorter;
- d. fails to notify the Employer within two (2) working days that he or she will report to work after being notified by the Employer to report, or subsequently fails to report for work within five (5) working days after being notified by the Employer by registered mail to report for work following layoff unless a

reason satisfactory to the Employer is given;

18.04 An employee who does not qualify to accumulate seniority under Article 18.02 shall maintain their existing seniority, unless and until they lose same pursuant to 18.03.

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

18.06 Seniority lists shall be revised and posted in the work place at each separate location or contract every twelve (12) months and a copy sent to the Union.

18.07 **Layoff and Recall**

a. In the event of lay offs, and for the purpose of recalling those to work who have been laid off, seniority shall govern as long as the employee is able to perform the available work with a reasonable period of instruction.

b. All employees, whom retain seniority in accordance with the Collective Agreement, shall be given first opportunity to return to work.

c. Any employee of the Employer, qualified in accordance with this Article, who retains seniority and is laid off under the terms and conditions at any of the Employer's other separate locations or contracts, shall be given the opportunity to work at other separate locations or contracts when additional staff are required.

d. A relocated employee contemplated in 18.07(c) shall have their site seniority amended to commence the first day of work at the new site or contract.

e. Employees laid off shall not be discriminated against for refusing work at a separate location or contract and will retain seniority and rehire rights in accordance with 18.02.

18.08 Employees returning from leave pursuant to Article 11 or Article 18.02(b) will be returned to their former shift and former duties within two (2) days of returning to work or within one (1) calendar week if absent for more than five (5) working days the Employee would have otherwise worked.

18.09 In the event that an employee covered by this Agreement should be promoted to a supervisory or confidential position beyond the scope of the Agreement, as defined in Article 1 - Recognition, he or she shall retain his or her accumulated seniority for a one (1) year period from the date of appointment or length of seniority, whichever is shorter. Following the expiry of the preceding limits the employee's name shall be considered deleted from the seniority list, except for the purposes of vacation pay percentages.

## **ARTICLE 19 – DISCIPLINE**

- 19.01 Any discipline given to an employee will not be relied upon by the Employer in further progressive discipline where the employee's disciplinary record has been free of further discipline for a period of twelve (12) months.
- 19.02 As an exception to 19.01, any second or subsequent health and safety specific disciplines shall remain on an employee's disciplinary record for sixteen (16) months.
- 19.03 The Employer will inform the Union of any administered discipline that is greater than coaching.

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

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

## **ARTICLE 21 – MISCELLANEOUS**

- 21.01 No employee covered by this Collective Agreement, shall as a result of the same, receive, suffer or incur any loss or reduction in wages or any other benefits or conditions of employment monetary or otherwise.
- 21.02 The Employer bound by this Collective Agreement, shall not be required to continue to provide benefits which duplicate any of those benefits provided for and required to be given by this Collective Agreement.
- 21.03 The Employer agrees to provide copies of all job postings, awards of job postings, WSIB claims, and accident reports to the Union.
- 21.04 Employees shall be required to clock in and out using the tools provided by the Employer for this purpose.

## **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 at a reasonably mutually agreed date, but, in any event, not more often than one time per calendar month.
- 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 work place.

## **ARTICLE 23 – APPENDICES**

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

## **ARTICLE 24 – HEALTH AND SAFETY**

- 24.01 The parties recognize the fundamental importance of health and safety and agree that the Employer, the Union and the Employees are each subject to the *Ontario Occupational Health and Safety Act, 1997* and the regulations thereunder, as may be amended from time to time.
- 24.02 The Employer will inform employees of their rights, duties and responsibilities under the *Ontario Occupational Health and Safety Act, 1997* and that no employee will be disciplined when exercising his/her rights under the respective statutory provisions.
- 24.03 Employees shall report any work-related accident/injury to their Supervisor as soon as reasonably possible and cooperation from all parties to this Collective Agreement shall be required in accordance with the *Workplace Safety and Insurance Act, 1990*.

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

- 25.01 This Agreement shall continue in full force and effect from July 1, 2024 until June 30, 2027, 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.

The Collective Agreement may be amended by the signatory parties hereto on a specific location basis, subject to ratification by the affected employees employed at such location and by the Union on new locations where the Employer does not employ persons covered by the Collective Agreement.

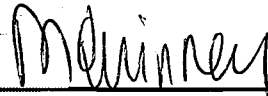
25.02 On receipt of such notice, the parties to the Agreement shall convene a meeting within fifteen (15) days and bargain in good faith to endeavour to reach an agreement.

25.03 At the request of the Employer, the parties to this Agreement shall meet and may by mutual consent, alter any of the terms and conditions of this Agreement applicable to a location where the owner/client had decided to tender, or solicit bids, for a period of time which does not coincide with the duration of this Agreement. The parties agree that any new Agreement reached shall incorporate the terms and conditions of this Agreement for its normal duration unless agreed to otherwise by the Employer.

DATED at London, Ontario, this 14 day of June, 2024.



\_\_\_\_\_  
For the Employer



\_\_\_\_\_  
For the Union



**APPENDIX "A"**

**ARTICLE 1 - WAGES AND CLASSIFICATIONS**

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

<b><u>Classifications</u></b>	<b><u>Effective July 1/24</u></b>	<b><u>Effective July 1/25</u></b>	<b><u>Effective July 1/26</u></b>
<b>Cleaner</b>	<b>\$18.00</b>	<b>\$18.50</b>	<b>\$20.00</b>

Notwithstanding the above, all employees shall receive a minimum increase in wage rate of one dollar (\$1.00) effective July 1, 2024, fifty cents (\$0.50) effective July 1, 2025 and one dollar and fifty cents (\$1.50) effective July 1, 2026.

In the event of an increase in minimum wage as per the Employment Standards Act, 2000, or related legislation, the Employer agrees to keep a minimum of one-dollar (\$1.00) margin per hour above minimum wage, based on the "Cleaner" wage rate. This is effective the date of legislative increase.

**Premiums**

Night shift	\$0.50
Charge Custodian	\$2.00 above the appropriate wage rate
Day Porter	\$1.00

1.02 **RRSP Plan**

Effective July 1, 2015, the Employer upon the request of an employee, shall make a payroll deduction towards an RRSP Plan and the Employer shall match the same amount but not more than two hundred dollars (\$200.00) per month.

1.03 **December Bonus**

All employees shall receive a bonus of one hundred and twenty-five dollars (\$125.00) payable at December 1, 2012 and every year after.

1.04 **Weather Condition**

The Employer agrees to pay employees for four (4) hours for time lost if they are not required to work due to snow fall or fog, if the school does not ask for credit. The Employer will provide the Union with supportive documentation from the school board to substantiate the same.

## **ARTICLE 2 - HOURS OF WORK**

### **2.01**

- a. Additional work required by the Employer over and above an employee's normally scheduled shifts shall be offered on a seniority basis to employees who have not reached forty four (44) hours and who are qualified to perform the work. Such hours of work shall be on a voluntary basis by the employee.
- b. The Employer may transfer employees to perform work at any location described in Article 1.01 when the employees at such location or contract have either been offered the extra hours and or will reach their regularly scheduled work week (forty-four (44) hours in a calendar week).
- c. Normally scheduled hours are to be reduced by seniority, per location.

## **ARTICLE 3 – OVERTIME**

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

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

- 4.01 Employees who are required to perform a higher classification of work shall be paid the appropriate wage rate for such time performing the work.
- 4.02 When a vacancy arises at a particular job site, such applicable hours shall be given to part time employees at such job site, by seniority, up to 40 hours per week, unless the owner/client cleaning requirements preclude the reasonable implementation/assignment of these hours.