

## COLLECTIVE AGREEMENT

**B E T W E E N:**

**2773730 ONTARIO INC.**  
**(The Toronto Star Building 1 Yonge Street, Toronto, Ontario)**

(hereinafter referred to as "the Employer")

- and -

**LIUNA LOCAL 183**

(hereinafter referred to as "the Union")

### **ARTICLE 1 – RECOGNITION**

1.01 The Employer hereby voluntarily recognizes the Union as the sole bargaining agent for all employees engaged in cleaning at the Toronto Star Building, One Yonge Street, in the City of Toronto, save and except supervisors, person above the rank of supervisor, special service crews, equipment repair and maintenance crews and all office, clerical and sales staff.

1.02 The term “employee” as used in this Agreement shall mean only those employees who are included in the bargaining unit, as described in Article 1.01 above.

1.03 This Agreement shall not be construed to extend to or to effect in any other phase of the Employer’s business. The term “employee” or “employees” as used in this Agreement shall be construed to include only the classifications of employees set forth in this Article and Schedule “A” and shall not be construed to include any other employees of the Employer in any of the Employer’s other divisions, branches or components.

### **ARTICLE 2 - MANAGEMENT RIGHTS**

2.01 The Union recognizes and acknowledges that the management of the facilities and direction of the working forces are fixed exclusively in the Employer and without limiting the generality of the foregoing the Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency and in connection therewith to make, alter and enforce from time-to-time rules and regulations, policies and practices to be observed by its employees, discipline or discharge employees for just cause

provided that a claim by an employee who has acquired seniority that they have been discharged or disciplined without cause may be the subject of a grievance and dealt with as hereinafter provided;

- (b) select, hire, transfer, assign to shifts, promote, demote, classify, lay-off, recall, retire employees or select employees for positions excluded from the bargaining unit;
- (c) establish and administer tests for the purpose of assisting the Employer in determining an employee's qualifications, and require medical examinations for any justifiable reason;
- (d) determine the location of operations, and their expansion or their curtailment, the direction of the working forces, the schedules of operations, the number of shifts; determine the methods and processes to be employed, job content, quality and quantity standards, the establishment of work or job classifications; change, combine or abolish job classifications; determine the qualifications of an employee to perform any particular job; the nature of tools, equipment and machinery used, to use new or improved methods, machinery and equipment, change or discontinue existing tools, equipment, machinery, methods or processes; decide on the number of employees needed by the Employer at any time, the number of hours to be worked and require employees to work overtime; the determination of financial policies, including general accounting procedures and customer relations;
- (e) have the sole and exclusive jurisdiction over all operations, buildings, machinery, equipment, and employees.

2.02 The Employer agrees that it will not exercise its functions in a manner inconsistent with the provisions of this Agreement and the express provisions of this Agreement constitute the only limitations upon the Employer's rights.

2.03 **Employer Policies**

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

**ARTICLE 3 - UNION SECURITY**

3.01 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 may, for all 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.

3.02 The Employer will remit the amount so deducted from the wages of each employee to the Secretary/Treasurer of the Union no later than the fifteenth (15<sup>th</sup>) day of the month following the deduction, together with the Social Insurance Number, phone number and address on file for each employee in respect of whom a deduction has been made.

#### **ARTICLE 4 - RELATIONSHIP**

4.01 The Employer, the Union and the employees agree that every person has a right to equal treatment with respect to employment without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same-sex partnership status, family status, or handicap as these terms are defined by the *Ontario Human Rights Code*.

4.02 The parties agree that there will be no intimidation, discrimination or coercion exercised or practised by either of them or their representatives or members because of the employee's membership or non-membership in the Union. The terms and obligations contained in the Article shall be interpreted in accordance with the provision of the *Ontario Labour Relations Act, 1995*.

#### 4.03 **Harassment**

- (a) All employees have the right to work in an environment free from sexual harassment. Sexual harassment will be grounds for the imposition of discipline pursuant to this Agreement. Where an employee alleges that sexual harassment has occurred on the job, the employee shall have the right to grieve under this Agreement.
- (b) "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.

4.04 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.

4.05 The Employer agrees to provide the Union upon request an updated list of employees covered by this Agreement, their classification and employee status.

4.06 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 and provided the discipline did not involve a violation of law or an issue constituting breach of trust.

#### **ARTICLE 5 - NO STRIKES OR LOCK-OUTS**

5.01 The Employer agrees that it will not cause or direct any lock-out of its employees for the duration of this Agreement. The Union agrees that neither it, nor its Representatives will, during the term of this Agreement, authorize, call, cause, condone, sanction, encourage, support or take part in any strike, work stoppage, picketing, slowdown or curtailment or restriction of production, or interference with work in the Employer's workplace or premises.

#### **ARTICLE 6 - UNION ACTIVITY ON EMPLOYER'S PREMISES**

6.01 Except as expressly permitted by this Agreement, there shall be no Union activities on Employer's time or on Employer's property without the prior permission of the Employer.

#### **ARTICLE 7 - UNION REPRESENTATION**

7.01 The Employer acknowledges the right of the Union to appoint or otherwise select one (1) Steward for the purposes of representing employees in the handling of grievances.

7.02 The Union will inform the Employer in writing of the name of the Steward and any subsequent change in the names of such Steward. The Employer shall not be asked to recognize any Steward until such notification from the Union has been received.

7.03 No Steward shall leave their workstation to investigate or process a grievance without the prior consent of a member of management which consent shall not be unreasonably withheld.

7.04 The Employer agrees that the Steward shall not suffer loss of pay (straight-time) for reasonable time spent in the handling of grievances provided that such reasonable time shall not, except in extraordinary circumstances expressly agreed to by the Employer, exceed in the aggregate of one (1) hour during any one (1) shift.

7.05 Union Steward shall exercise the privileges herein provided in such a manner as to promote good order and discipline and with the least possible interference with the regular duties

of their employment. All time spent away from their workstation by the Steward shall be devoted to the handling of particular grievance necessitating their absence.

7.06 The Union Business Representative will not enter any premises of the Employer without obtaining the prior consent of the Manager, which shall not be unreasonably withheld.

7.07 **No Individual Agreements**

- (a) No employee shall be compelled to or allowed to enter into any individual contract or agreement with the Employer concerning the conditions of employment varying the conditions of employment herein.
- (b) Notwithstanding the above, the wage rates outlined in this Agreement are minimum wage rates and they do not prevent the Employer from paying a higher wage rate.

7.08 **Right to Have Steward Present**

Prior to the imposition of discipline or discharge of an employee who has successfully completed their probationary period, the Employer shall endeavour to give the affected employee a reason for the imposition of discipline or discharge in the presence of their Union Steward if the Union Steward is present in the building.

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

**ARTICLE 8 - GRIEVANCE PROCEDURE**

8.01 A grievance shall be defined as any reasonable difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement.

8.02 A grievance should be brought to the attention of the employee's immediate Supervisor within five (5) days after the employee became aware of the circumstances giving rise thereto.

Grievances shall be dealt with in the following manner:

a) **Step 1**

The employee or group of employees may, with the assistance of their Steward, submit a written grievance to their immediate Supervisor, who shall render their decision within five (5) working-days.

- b) **Step 2**  
Failing satisfactory settlement at Step 1, the grievance may be submitted to the Manager who shall reply in writing within five (5) working-days after receipt of the grievance.
- c) **Step 3**  
Failing satisfactory settlement at Step 2, the Steward, the Chief Steward, the Grievor and the Union's Representative shall meet with representatives of Management within five (5) working-days, or at a time mutually agreed upon, to discuss the grievance. The Employer will schedule grievance meetings during the Grievor's working-hours.

If the grievance is not settled within five (5) working-days, it may be referred to arbitration as provided in Article 9.

8.03 The Union or the Employer may initiate a Policy grievance beginning at Step 2 of the Grievance Procedure.

8.04 For the purpose of Article 8, working-days shall not include Saturdays, Sundays and Holidays.

8.05 Employees with less than sixty (60) shifts worked (or in the case of employees who work an average of three (3) or less shifts per week, less than forty-five (45) shifts worked) may submit grievances pertaining only to the alleged violation of monetary matters and without limitation, for the purpose of giving the Employer an opportunity to assess their qualifications for work assignments, will have no recourse to the grievance or arbitration procedures for termination or layoff during the probationary period as contemplated in Article 10.01.

8.06 A claim by an employee who has completed their probationary period that they have been discharged without just cause, shall be treated as a grievance and a written statement of such grievance shall be lodged with the Employer commencing at Step No. 2 of the Grievance Procedure within five (5) working-days of such discharge.

8.07 Where a difference arises between the Union and the Employer relating to the interpretation, application or administration of this Agreement or where the Union alleges violation of the Agreement and such difference 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 8.01, Step 2, shall then apply as though the Union policy grievance was a grievance of an employee.

8.08 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 9.

8.09 Any of the time limits provided for in this Article and Article 9 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 the 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 9 - ARBITRATION**

9.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either party may, after exhausting any grievance procedure established by this Agreement, notify the other in writing of its desire to submit the difference or allegation to arbitration. The notice shall be delivered to the other party within ten (10) working days of the reply under Step 3 of the Grievance Procedure.

9.02 The arbitration procedure incorporated in this Agreement shall be based on the use of a single arbitrator.

9.03 The grieving party's notice as referenced in Article 5.01 above shall also contain a list of three arbitrators for consideration. If none of the three is chosen, then the other party shall, within one week of the date of the first list, submit a list of three different names for consideration. If none is selected, either party may ask the Minister of Labour to make an appointment.

9.04 If either party feels that the time taken for a chosen arbitrator to hear the case is too long, the parties may by mutual agreement choose another arbitrator or ask the Minister to make an appointment.

9.05 Each of the parties will bear its own expense with respect to any arbitration proceedings. The parties will bear jointly the expenses of the arbitrator on an equal basis.

9.06 The arbitrator shall not be authorized, nor shall the arbitrator assume authority, to alter, modify or amend any part of this Agreement, nor to make any decision inconsistent with the provisions thereof, or to deal with any matter not covered by this Agreement.

9.07 For purposes of this Article, Working Days shall not include Saturdays, Sundays, and Holidays.

#### **ARTICLE 10 – SENIORITY**

10.01 All employees employed during the term of this Agreement shall be on a probationary period for a maximum of sixty (60) shifts worked from the last date of hire with the Employer 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 termination or lay-off during that probationary period.

All employees who work an average of three (3) or less shifts per week during the term of this Agreement shall be on a probationary period for a maximum of forty-five (45) shifts worked from the last date of hire with the Employer 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 termination or lay-off during that probationary period.

10.02 A seniority list of all employees covered by this Agreement shall be posted in January of each year.

10.03 In the event of a lay-off in excess of four (4) working-days, employees with the least seniority shall be laid-off first, providing that the employees who remain on the job have, in the opinion of the Employer, the necessary skill, ability, and qualifications to perform the work in question.

10.04 In the event of a recall, employees will be recalled in the reverse order that they were laid-off provided the employee to be recalled has, in the opinion of the Employer, the necessary skill, ability and qualifications to perform the work in question.

10.05 An employee will lose all seniority and their employment shall be deemed to be terminated if they:

- (a) quit their employment;
- (b) are discharged and not reinstated through the Grievance or Arbitration Procedures;
- (c) are absent from work for a period of one (1) working-day without notifying the Employer, except in extenuating circumstances. The employee may be required to provide proof of absence;



- (d) fails, upon being notified of a recall to work from lay-off, to report for work within three (3) calendar days after such notification has been given by telephone or by registered mail, unless approval has been received by the employee to postpone their return. Where such notification is given by registered mail, it shall be deemed to have been received by the employee five (5) days after it is mailed. It is the employee's responsibility to ensure that their home address and telephone number are current at all times. If the employee fails to do this, the Employer will not be responsible for failure to notify;
- (e) obtain a leave of absence for one purpose and uses it for another;
- (f) accept other employment during any leave of absence granted by the Employer;
- (g) are absent from work because of sickness or accident for more than twelve (12) consecutive months or their length of seniority, whichever is the lesser;
- (h) are laid-off for more than twelve (12) consecutive months;
- (i) are terminated by reason of a permanent closing of the Employer's operations at this facility;

10.06 Seniority shall not accrue during an absence due to lay-off in excess of thirty (30) working-days.

#### **ARTICLE 11 - SAFETY AND HEALTH**

11.01 The Employer and the Union recognizes 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 to at all times comply with the statutes and regulations which pertain to the Employer's operation.

11.02 In the event that an employee alleges the existence of any unsafe practice or unsafe conditions, any employee concerned has an obligation to immediately report such a practice or condition to the Employer.

11.03 The parties recognize the importance of safety provisions in the workplace for the welfare of the employees and protection of the Employer's property. There shall be a permanent Health and Safety Committee consisting of at least two (2) persons selected in equal numbers by the Union and the Employer. The names of the Committee members shall be posted on the Employer bulletin boards.

This Committee shall investigate, discuss, and submit recommendations calculated to relieve against any unsafe conditions that may exist. These recommendations are to be submitted to the Employer and the Employer agrees to make reasonable efforts to improve any safety defect which the Committee may call to its attention. The Committee shall meet at least once every three (3) months. The member or members representing the bargaining unit employees shall designate in writing to the Employer one of their members to inspect the physical condition of the workplace, not more often than once a month and to investigate cases of serious accident. The Committee shall keep minutes of its meeting and copies shall be sent to the Employer and the Union. In the event of vacancies arising in any of the positions on the Committee, it will be the responsibility of either party who has the vacancy to fill such vacancy within ten (10) days and give written notice to the other party of their appointee.

11.04 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.

#### **ARTICLE 12 - JURY DUTY**

12.01 The Employer shall pay an employee who is required to serve as a juror the difference between their normal earnings provided that the employee:

- a) Notifies the Employer immediately of the employee's notification that they will be required to attend court;
- b) Presents proof of service requiring the employee's attendance; and
- c) Presents proof of the amount received for such service.
- d) The Employer's obligation to pay the difference in wages is capped at one (1) month.

12.02 Each employee serving such jury duty shall be required to provide to the Employer satisfactory proof of such duty being served.

#### **ARTICLE 13 - LEAVE OF ABSENCE**

13.01 The Employer may, in its sole discretion, authorize a leave of absence of up to six (6) weeks without pay or benefits for personal reasons. Such request will be in writing, with the reason(s) clearly stated and must be submitted as far in advance as possible to the Manager. In the event of an emergency leave of absence the Employer may waive the request be in writing.

An employee returning from such leave shall be placed in their former job and shift, if applicable.

13.02 The Employer may grant leave of absence in excess of six (6) weeks; however, seniority shall cease to accumulate after six (6) weeks leave.

13.03 Leaves of absence taken for the purpose of extended vacation must be taken in conjunction with vacation entitlement as per Article 22.

#### **ARTICLE 14 - BULLETIN BOARDS**

14.01 The Employer agrees to provide a bulletin board in the workplace for the purpose of posting Union notices and official information provided such notices are signed by an authorized Union Officer or Official and approved by the Employer.

#### **ARTICLE 15 - BEREAVEMENT LEAVE**

15.01 An employee who but for the bereavement would otherwise have been at work shall be allowed up to three (3) consecutive days leave of absence from work on any normal work-day that occurs during the three (3) days immediately following the day of the death of members of their immediate family in order to make arrangements for the funeral or memorial service, without loss of regular pay provided the employee attends the funeral or memorial service. Immediate family shall mean father, mother, sister, brother, husband, wife, child, grandchild, mother-in-law and father-in-law, stepchildren.

In the event that the death occurs outside Canada, one (1) day-off with pay will be granted if the employee does not attend the funeral but loses their regular scheduled shift to attend a memorial service. The Employer reserves the right to request proof of death.

#### **ARTICLE 16 - GENERAL**

##### **16.01 Time Keeping**

Each employee shall be required to clock in and out using the tools provided by the Employer for this purpose or sign in the attendance log with their own signature showing the exact time of signing.

16.02 An employee unable to report for work due to sickness or other justifiable reasons shall notify their immediate supervisor as early as possible and in any event not later than two (2) hours before commencement of the shift they were due to report for. When notifying the Employer of absence, an employee must give an estimated date of return. If later they are unable to return on that date, a new return date must be given to the supervisor on or before the original estimated date of return.

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

16.03 A full-time employee is an employee who regularly works thirty-seven and half (37.5) hours or more per week.

**ARTICLE 17 - PAID HOLIDAYS**

17.01 The following shall be recognized as holidays to be paid for on the basis of the employee's straight-time hourly rate specified in this Agreement:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
	(2) Floating Holidays

Or days celebrated in lieu thereof, regardless of the day on which it falls, are subject to the following conditions:

In the event, any holiday is proclaimed as a Statutory Holiday, such a day will be recognized as an additional holiday.

17.02 An employee will be paid for a holiday provided they,

- (a) work their last full scheduled shift before and their first full scheduled shift after such holiday if they are scheduled to work, unless they are excused by the Employer;
- (b) are on the active payroll of the Employer and not on a leave of absence, sick leave, Workers' Compensation or lay-off;
- (c) have completed the probationary period specified in this Agreement.

17.03 If any of the above holidays fall or are observed during an employee's vacation they shall be entitled to an extra day's pay at their straight-time hourly rate.

17.04 If any employee works any of the said holidays, they shall be paid for all hours worked on the holiday at one and one-half (1½) times their regular straight-time hourly rate-of-pay in addition to their holiday pay as herein provided for.

## **ARTICLE 18 - HOURS-OF-WORK AND OVERTIME**

18.01 The regular work-week shall consist of up to forty-four (44) hours worked.

18.02 The Employer does not guarantee to provide work for an employee for regularly assigned hours or for any other hours.

18.03 Employees will be allowed a one-half (½) hour lunch period without pay.

18.04 Employees will be allowed one (1) fifteen (15) minute rest period during each four (4) hours worked.

### **18.05 Overtime**

Whenever an employee works in excess of forty-four (44) hours per week or more, they shall be paid one and one-half (1½) times their regular straight-time hourly rate-of-pay.

18.06 The Employer will not alter an employee's hours of work for the express purpose of avoiding its obligations under Schedule "A" – Article 2 - Benefits.

18.07 An employee who is called-in to work outside their 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 rate.

18.08 There will be no pyramiding of overtime rates or any other payments under this Collective Agreement.

## **ARTICLE 19 - WAGES**

19.01 The wages and classifications shall be as set forth in Schedule "A" attached hereto.

19.02 Wages shall be paid by direct deposit to each employee.

19.03 Should there be a mistake on an employee's wage payment, of less three (3) hours, that amount shall be paid on the next pay period. If the missing amount is more than three (3) hours that amount shall be paid on the next business day.

## **ARTICLE 20 - JOB POSTING**

20.01 When a permanent vacancy is determined to exist, or a new job classification is created, the Employer will post a notice of vacancy for a period of five (5) working days on a bulletin board provided for this purpose. The notice shall state the classification in which the

vacancy exists, the nature of the duties, the qualifications required and the rate-of-pay. An employee who wishes to be considered for the position so posted shall signify their desire by making written application to the Supervisor.

20.02 Should the successful applicant for such vacancy be unsatisfactory, they shall be returned to their former job and the vacancy may be filled without further posting. If the vacancy is not filled as a result of the said posting or if no suitable applications are received, the Employer reserves the right to hire.

20.03 Any employee who has successfully bid under this Article shall not be entitled to bid on another posted vacancy for twelve (12) months from the date of their successful bid, except with the permission of the Employer. New employees are not eligible to bid on posted vacancies for six (6) months from date of hire, except with the permission of the Employer.

20.04 Any job which is normally a thirty (30) hour week or more position which is temporarily vacant because of illness, accident, vacation, leave of absence or pregnancy leave, and jobs which become vacant while employees are on lay-off, shall not be deemed to be vacant for the purpose of this Article.

20.05 In filling any posted vacancy under this Article, the Employer will consider the requirements and efficiency of operations, and the knowledge, training, skill, ability, and qualifications of the individual to perform the normal required work and where these are equal as between two (2) or more applicants, seniority shall govern.

#### **ARTICLE 21 - VACATION PAY**

21.01 Employees shall receive vacation and vacation pay on the following basis:

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

- (d) Employees who, on July 1<sup>st</sup> of each year, have fifteen (15) years or more of employment with the Employer, shall be entitled to five (5) weeks of vacation and shall receive Vacation Pay equal to ten percent (10%) of their gross wages earned immediately preceding July 1<sup>st</sup>.

21.02 For the purpose of this Article "total wages" shall not include the Vacation Pay received during the year in question.

21.03 Vacation will be paid to employees by the 1st pay period in July, and 1st pay period of December of each year, by separate cheque, less any vacation pay paid to date in accordance with this Article and less any statutory deductions. Employees may request that accrued and unpaid Vacation Pay be paid at the time of vacation, and which may be approved by the Employer in its sole discretion.

21.04 Vacation periods shall be scheduled by mutual consent of the Employer and the Employee. All vacation entitlement must be taken in the year it is granted. Employees should not be entitled to carry forward any unused vacation to a future vacation entitlement year.

If vacation is not requested by employees, the Employer shall schedule vacation time – off for those employees in accordance with the *Employment Standards Act*.

Granting of vacation time-off shall not be unreasonably withheld.

## **ARTICLE 22 - REPORTING PAY**

22.01 Unless employees are notified not to report to work, employees who report for work at their regular starting time and for whom no work is available shall receive not 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.

22.02 The provisions of this paragraph shall not apply in event of strikes, power failures, or other conditions beyond the control of the Employer which prevent the Employer from providing work or where the Employer is unable to advise the employee not to report for work because the employee has changed their address and not advised the Employer.

## **ARTICLE 23 - WORKPLACE ACCIDENTS**

23.01 (a) Employees shall report any work related accident/injuries to their immediate supervisor as soon as it occurs and follow through with all responsibilities outlined in the *Workplace Safety and Insurance Act, 1997*.

- (b) Employees returning from sick leave must provide a certified Fitness for Duty report by a medical practitioner to ensure they are physically able to perform their duties and maintain their safety at work.

Any employee injured on the job shall be paid for the balance of their shift on which the injury occurred at the straight-time hourly rate if, as a result of such injury, the employee is sent home by an officer or representative of the Employer or is hospitalized.

In the event the Employer requests another employee to escort the injured employee home or to a hospital, such other employee shall also be paid for the balance of their shift.

23.02 Employees shall co-operate with the Employer in a safe and early return to work program.

#### **ARTICLE 24 – PROTECTIVE CLOTHING**

24.01 The Employer will supply each employee with uniforms consisting of two (2) shirts and two (2) pants once per year, which must be worn at all times, to all employees in the bargaining unit. It is the employees' responsibility to clean uniforms regularly.

An employee, who is required to work outside in inclement weather on a regular basis, will be supplied with a winter coat, cap, toque, and gloves. This includes all day staff, who are required to direct tenant/staff, in cases of emergencies.

Employer uniforms must be returned to the Employer upon separation of employment. Failure to do so will result in the full cost of uniforms being deducted from the employee's last pay.

24.02 Where an employee is required by the Employer to wear rubber boots and/or boots required for work to be attended to outdoors, the Employer, upon presentation of a receipt for said purchase, will reimburse the employee one hundred percent (100%) of the receipt cost (up to a maximum of \$75.00) once every twelve (12) month calendar period.

#### 24.03 **Anti-Slip Black Shoes Allowance**

Employees shall be reimbursed to a maximum of sixty dollars (\$60.00) every twelve (12) months (upon presentation of proper receipt) for the purpose of purchasing anti-slip black shoes to perform their duties.




**ARTICLE 25 – DURATION OF AGREEMENT**

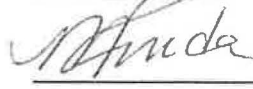
25.01 This Agreement shall continue in full force and effect from January 1, 2024 to December 31, 2026, inclusive, and thereafter shall be automatically renewed and remain in force from year-to-year from its expiration date, unless, within the period of ninety (90) days before the Agreement ceases to 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 modification of the Agreement.

Dated in Toronto, this 14<sup>th</sup> day of February, 2024.

**FOR THE EMPLOYER**

  
\_\_\_\_\_  
DAN TRAJANOVSKY  
President  
\_\_\_\_\_  
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**FOR THE UNION**

  
\_\_\_\_\_  
Natalia Peneda  
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**SCHEDULE "A"**

**ARTICLE 1 - WAGES FOR ALL CLASSIFICATIONS**

1.01

<b>Classification</b>	<b>Current</b>	<b>January 1, 2024</b>	<b>January 1, 2025</b>	<b>January 1, 2026</b>
Light Duty Cleaner	\$16.80	\$17.55	\$18.30	\$19.05
Heavy Duty Cleaner	\$17.55	\$18.30	\$19.05	\$19.80
Day Porter	\$17.55	\$18.30	\$19.05	\$19.80

Wages shall be at least \$0.25 above minimum wage, and the wage difference between Light Duty and Heavy Duty shall be \$0.75.

Light Duty Day cleaner to be reclassified as Day Porter, with the same rate increases as above.

Anyone currently earning more than the above-mentioned rate-of-pay shall receive the same increases.

Probationary employees and students shall be paid twenty-five cents (\$0.25) per hour below the classification rate shown above.

**ARTICLE 2- BENEFITS**

2.01 **Extended Health Benefits – Major Medical, Dental and Life Insurance, etc.**

For employees in the active employ of the Employer, the Employer agrees to contribute for those employees who have completed probation and are scheduled to work thirty (30) hours per week or more, to the Labourers' International Union of North America, Local 183 Members Industrial Benefit Trust Fund for the purpose of purchasing life insurance, major medical, dental, and similar benefits for the employees covered by this Agreement.

	<b>Current</b>	<b>January 1, 2024</b>	<b>January 1, 2025</b>	<b>January 1, 2026</b>
Employer Portion	\$265.00	\$270.00	\$270.00	\$275.00

***Plus, applicable taxes***

It is understood that the Employer shall not be construed to be an insurer, nor shall it have any liability other than making the payment as aforesaid to the Trust Fund and that the Union agrees to indemnify and save harmless the Employer against any or all claims which may be made against it in respect of any claim by an employee for the insurance coverage provided for

herein. Remittances to be forwarded by the fifteenth (15<sup>th</sup>) of each month. (Example: June 15 remittance [which represents the May work-month] provides July 1 benefit coverage).

**ARTICLE 3 – RETIREMENT FUND**

**3.01 Retirement Fund:**

The Employer agrees to contribute three (\$0.03) cents per hour for each employee covered by this Agreement, who have successfully completed one year of continuous service, and remit 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:

The Employer shall remit the deducted contributions to the Retiree Benefit Fund monthly, together with a duly completed Employer’s Report Form by the fifteenth (15<sup>th</sup>) day of the month following the month for which the payment is due.

**ARTICLE 4 - PENSION**

**4.01 Pension**

The Employer shall contribute the below to the Labourers' Pension Fund of Central and Eastern Canada.


January 1, 2024	January 1, 2025	January 1, 2026
\$0.15 per hour	\$0.15 per hour	\$0.20 per hour

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


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.

Signed at this 14<sup>th</sup> day of February 2024.

**On behalf of the Employer:**

  
\_\_\_\_\_  
DAN TRANTER  
President

**On behalf of the Union:**

  
\_\_\_\_\_  
Natalia Peneda