

Collective Agreement

between

**Ontario Public Service Employees Union
and its Local 115**

AND

**Halcon Cleaning Ltd.
At the Ontario Police College, Aylmer**

OFFICE OF
DEC 17 2001
COLLECTIVE BARGAINING
INFORMATION

Received - union	<input checked="" type="checkbox"/>
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Received - other	_____

Expiry Date: December 31, 2003



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ARTICLE 1 - OBJECTS 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 Hallcon Cleaning Ltd., at the Ontario Police College in Aylmer, save and except supervisors and persons above the rank of supervisor and persons regularly employed for not more than twenty-four (24) hours per week.

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 (a) **Dues Deduction**
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**

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.

The Employer agrees that the assignment of employees to classification as listed in Appendix "B" 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.

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 - MANAGERMENTS 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 seven (7) 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 in Step 1, it may be referred within five (5) working days after receipt of the Employer's written answer to the Employer's Regional Office in London, Ontario. A discussion with the grievor and a steward or 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 44(b) 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 ten (10) 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 which 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 (1/2) 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 Seniority shall be determined by an employee's length of continuous service with Hallcon Cleaning Ltd. at the Ontario Police College. New employees shall be considered as probationary without seniority, during the first six (6) months of work and thereafter shall assume full seniority dating from the time they were employed.

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.

10.02 (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 10.02 shall be interpreted in accordance with the Ontario Human Rights Code.

10.03 An employee shall lose seniority and be deemed to have terminated her employment with the company if she:

- (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.

10.03 See attached Letter of Understanding #1.

10.04 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 for a period of

five (5) working days and consider and answer applicants from within the bargaining unit before considering applicants from outside the bargaining unit. Subsequent vacancies will not be posted.

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 thirty (30) calendar days during which the Employer may return an employee to his former position, or the employee may demand to be returned to his former position.

Job Security

11.06 In the event a layoff is necessary, it shall be conducted in reverse order of seniority and recalls shall be in order of seniority.

11.07 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.

- 11.08 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.
- 11.09 Should lay-off become necessary the Employer shall provide notice in accordance with the provisions of the Employment Standard's Act but in no case less than two weeks notice.

ARTICLE 12 - HOURS OF WORK AND OVERTIME

- 12.01 Authorized overtime in excess of forty (40) hours 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 forty (40) hours per week; Monday to Saturday. The rate shall be two times (2) the regular hourly rate of pay for all hours worked on Sunday.
- 12.02 There shall be no pyramiding of overtime.
- 12.03 When an employee reports for work on a scheduled working day and upon his arrival finds no work is available for him, unless he has been notified at least one (1) hour prior to the start of the shift not to report, he shall be paid for four (4) hours at his regular hourly rate.
- 12.04 The Employer shall make every effort to distribute overtime equitably among the employees who normally perform the work to be done. In no case shall overtime result in any employee working in excess of twelve (12) consecutive hours except in the case of an emergency.
- 12.05 There will be a unpaid meal period of one-half (½) hour duration exclusive of the normal seven and one-half (7½) hour working period.

- 12.06 There will be a paid rest period of fifteen (15) minutes for 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 shall be guaranteed a minimum of four (4) hours pay at one and one-half (1-1/2) times his regularly hourly rate.
- 12.09 An employee called in to perform work on her day off shall be guaranteed a minimum of three (3) hours work at her straight time hourly rate of pay or for the hours worked at the applicable rate, whichever is greater. When an employee is called in for a staff meeting, she shall be paid her regular straight time hourly rate of pay for the duration of the staff meeting.

ARTICLE 13 - VACATIONS WITH PAY

- 13.01 Employees will receive four percent (4%) of gross earnings as vacation pay. Vacation pay will be provided by the Employer the first pay in June of each year or upon termination of employment.
- 13.02 After five (5) years of continuous service, an employee will receive six percent (6%) of gross earnings as vacation pay.
- 13.03 Employees shall normally submit their vacation requests two (2) months in advance wherever possible. Such requests shall be submitted in writing to the Company. Wherever possible, depending on scheduling needs of the operation, the Company shall grant vacation requests of employees. Where there is

scheduling conflict, seniority shall be the primary consideration. Vacation requests shall not be unreasonably denied.

- 13.04 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.
- 13.05 Where, during her vacation, an employee becomes disabled so that she cannot continue her vacation, she may elect to use the balance of her vacation at another time provided that she 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..
- 13.06 An employee terminating his employment at any time shall be paid for any unused vacation calculated on a pro-rated basis.
- 13.07 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.
- 13.08 See attached Letter of Understanding #2.

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 | |

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 (1-1/2) 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, he shall receive an extra day off with pay to be scheduled by the Management of Hallcon Cleaning Ltd..
- (e) Holidays will be taken in accordance with the schedule of the Aylmer Police College.
- (f) Probationary employees shall not be entitled to be paid for Statutory Holidays.
- (g) 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 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, 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.

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 five (5) 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 with pay and the Union will reimburse the Employer for wages and benefits upon presentation of a detailed billing.

ARTICLE 19 - WAGE RATES AND CLASSIFICATIONS

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

ARTICLE 20 - CHANGE IN CLASSIFICATION

- 20.01 When new categories 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 21 - 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.
- 21.02 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.

21.03 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 22 - HEALTH AND SAFETY COMMITTEE

22.01 The parties shall establish a Health & Safety Committee made up of one member selected by the Employer and one member selected by the Union.

22.02 The Health and Safety Committee shall conduct itself in accordance with the Occupational Health and Safety Act.

22.05 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.

22.04 Minutes of all meetings shall be approved and signed by the Co-Chairs and shall be posted in the workplace.

ARTICLE 23 - LIFE INSURANCE

23.01 Effective DATE OF RATIFICATION: The Employer shall provide all seniority employees with Life and Accidental Death and Dismemberment Insurance of Six thousand (\$6,000) dollars each.

ARTICLE 24 - GENERAL

- 24.01 The Employer will approach the Ministry of Government Services and endeavour to ensure that employees have the right to use a staff lounge during the rest periods and meal periods provided in this Agreement.
- 24.02 The masculine or feminine, and the singular or plural shall apply throughout this Agreement as the context requires.
- 24.03 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.

ARTICLE 25 - DURATION

- 25.01 This Agreement shall be in full force and effect from Date of Ratification up to and including December 31, 2003, and shall remain in effect from year to year unless one (1) of the parties notifies the other within one-hundred and eighty (180) days but not less than ninety (90) days prior to the expiry date of its intention to amend or renew this Agreement.

Signed at Ajijico, this 8th day of June, 2001.

FOR: HALLCON
CLEANING LTD.

Don Coe

FOR: ONTARI PUBLIC SERVICE
SERVICE EMPLOYEES UNION

Barb Campbell

Marilyn Trull

Kathy Thieser

[Signature]

[Signature]

APPENDIX "A"SENIORITY LIST

Frank Paternaude	03/01/69
Ann Knol	11/28/85
Linda Robinson	03/05/86
Beverly Shultz	04/04/86
Marilyn Franklin	08/31/87
Kathy Thiessin	12/12/88
Barb Campbell	06/18/90
Barb Williams	09/13/95
Ruby Austin	02/10/97
Lisa Reasbeck	07/19/00
Jerry Berkelmans	02/10/01
Elisa Fehr	06/03/01
Henry Krygsman	02/11/01

APPENDIX "B"

Date of Ratification	START	6 MO	12 MO	18 MO	24MO
New Employees	7.50	7.75	8.00	8.25	8.50

JANUARY 1st, 2002

	START	6 MO	12 MO	18 MO	24MO
New Employees	7.75	8.00	8.25	8.50	8.75
	" "	" "	" "	" "	" "

JANUARY 1st, 2003

	START	6 MO	12 MO	18 MO	24MO
New Employees	8.00	8.25	8.50	8.75	9.00

CURRENT EMPLOYEES**NOTE: (hired June 1st 2000 and or have completed three (3) years of continual service.)****EFFECTIVE :****Date Of Ratification:\$9.75****EFFECTIVE:****January 1st 2002 \$10.00****EFFECTIVE:****January 1st 2003 \$10.25*****Salary Notes:***

The Employer will continue with Direct Deposit of Wages.

A shift premium of fifty (\$.50) cents per hour will be paid for all hours worked on the midnight shift.

LETTER OF UNDERSTANDING #1

between

Halcon Cleaning Ltd.. at the Ontario

Police College, Aylmer

and

Ontario Public Service Employees Union

The Company and the Union agree that in the administration of Article 11, Job Vacancies and Job Security, Employees hired May 1, 1991 will be ranked in accordance with the ranking they held under the prior Collective Agreement between S.M.S Modern Building Cleaning Inc. and O.P.S.E.U. Local 115.

This shall in no way be construed to reflect recognition of prior service with the Police College for the purposes of the Employment Standards Act of Ontario or for any other issues which might arise from their employment relationship with Halcon Cleaning Ltd.

FOR THE UNION

FOR THE COMPANY

Barb Campbell

Don Co

Marilyn Froese

Kathy Thross

[Signature]

LETTER OF UNDERSTANDING #2

between

Hallcon Cleaning Ltd. at the Ontario

Police College, Aylmer

and

Ontario Public Service Employees Union

The Company and Union agree that solely for the purposes of determining vacation entitlements under Articles 13.01 and 13.02, the Company will recognize bargaining unit employees prior service at the Ontario Police College, Aylmer.

For all other aspects of their employment relationship, with Hallcon Cleaning Ltd., including but not exclusively any obligations under the Employment Standards Act of Ontario, bargaining unit employees' service shall commence with their date of hire with Hallcon Cleaning Ltd. at the Police College, Aylmer.

FOR THE UNION

FOR THE COMPANY

Barb Campbell

Don Co

Marilyn J. Frail

Kathy Thross

[Signature]

LETTER OF UNDERSTANDING #3

between

Halcon Cleaning Ltd. at the Ontario
Police College, Aylmer

and

Ontario Public Service Employee 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; and
- b) they will not accrue seniority, nor will they have access to the seniority related provisions of the Collective Agreement.

FOR THE UNION

FOR THE COMPANY

Barb Campbell

Don Co

Marilyn Frade

Kathy Thies

[Signature]
