

Collective Agreement

between:

Commercial Cleaning Services

Toronto Citywide



- and -

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 2



Effective Date: April 1, 2016

Expiry Date: March 31, 2019

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THIS COLLECTIVE AGREEMENT ENTERED INTO

between:

Commercial Cleaning Services

Toronto Citywide

(Hereinafter referred to as the "Company")

-and-

S.E.I.U. Local 2, Brewery, General & Professional Workers' Union

(Hereinafter referred to as "the Union")

Article 1 – Preamble

- 1.01 It is the central purpose of this Agreement to provide continuous, harmonious and efficient operations of the Company, to establish the uniform, specific terms and conditions of employment for the employees, and to provide machinery for the prompt and equitable disposition of grievances.

Article 2 - Recognition

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all its employees engaged in cleaning within the city of Toronto, save and except supervisors, persons above the rank of supervisor, all employees working at the company's headquarters, Special Services crews, Equipment repair and maintenance crews, office and clerical employees, employees covered by subsisting collective agreements and persons working at locations excluded by the recognition agreement.
- 2.02 This Agreement shall not be construed to extend to or to effect in any other phase of the Company'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 Company in any of the Company's other divisions, branches or components.

Article 3 - Relationship

- 3.01 The parties hereto agree that all present employees of the Employer covered by the terms of this Agreement shall within thirty (30) days of the signing date of this Agreement, become and remain members in good standing of the Union as a condition of continued employment.
- 3.02 All new employees hired after the signing date of this Agreement shall become members of the Union upon passing probation as a condition of continued employment.
- 3.03 Where the masculine or singular pronoun is used herein, it shall mean and include the feminine or the plural pronoun where the context so requires.
- 3.04 Union representatives shall not enter the premises of the Company nor carry on Union activities on such premises without first obtaining authorization from the Manager, which authorization shall not be unreasonably denied.

Article 4 - Union Dues

- 4.01 Within (30) thirty days of signing this Agreement all employees shall become union members as a condition of employment. All new employees shall be required to become and remain members of the union.
- 4.02 It shall be a condition of employment commencing in the month following the month of hire, that all employees of the Employer covered by this agreement, shall pay Union dues as established by the Union. The Union shall have an opportunity during working hours to interview new employees for the purpose of signing union membership application cards. The union to arrange times for interviews in conjunction with the Employer.
- 4.03 The employer shall deduct and remit all unions dues on a monthly basis and shall send the monies so collected to the Secretary - Treasurer of the union on or before the 15th day of the following month the deductions were made. Union dues will be accompanied with the following employee information in an electronic format:
- a) Employee Name
 - b) Work Location
 - c) Hourly wage
 - d) Hours worked

e) Union Dues

In addition to the above information the employer shall provide the union with the following information every three months:

- a) Classification
- b) Seniority
- c) Service with company
- d) Home address
- e) Phone Numbers

4.04 The Union shall indemnify the Employer and hold it harmless against any and all suits, claims, demands or other forms of liability that shall arise out of or by reason of any action taken or not by the Employer for the purpose of complying with any of the provisions of this Article.

4.05 The Employer will indicate the amount of Union dues paid by employees on their T-4 slips.

Article 5 - Management Functions

5.01 Except to the extent explicitly abridged by specific written provision to this Agreement, the Company reserves and retains, solely and exclusively, all of its inherent rights to operate and manage its business and operations in accordance with its commitments, its obligations and responsibilities.

5.02 Without in any way diminishing or limiting those rights, it is understood and agreed that those right include:

- (a) The right to direct and supervise the work force, hire, schedule, promote, demote, discharge, determine work assignments, equipment and materials to be used, classify, transfer, lay-off, assign and discipline employees for just cause provided that a claim by an employee who has acquired seniority that he has been disciplined or discharged without just cause, may be the subject of a grievance and dealt with as hereinafter provided.

5.03 The Company agrees that its functions will not be exercised in a manner inconsistent with the other provisions of this Agreement in an effort to maintain and promote a harmonious relationship with the employees and the Union.

Article 6 - No Strike, No Lockouts

- 6.01 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the lifetime of this Agreement, there will be no strikes, picketing, slowdowns, or stoppage of work, either complete or partial, and the Employer agrees that there will be no lockout.
- 6.02 The Union further agrees that it will not involve any employee of the Employer, or the Employer itself, in any dispute which may arise between any other Employer and the employees of such other Employer.

Article 7 - Union Stewards

- 7.01 The Employer recognizes the right of the Union to elect or appoint one (1) Chief Steward representing the authorized areas of each working establishment. Should the Chief Steward be absent from work, or should there be more than ten (10) employees in working establishment, or should there be more than one (1) shift worked by the employees in the working establishment, the Employer recognizes the right of the Union to appoint an additional Union Stewards. The Union will notify the Employer from time to time as to the names of the Steward(s) and the areas of their responsibility and all stewards shall be regular employees of the Employer who have acquired seniority.
- 7.02 The Union acknowledges that Stewards have their regular duties to perform on behalf of the Employer and that such persons shall not leave their regular duties to attend to the complaints and grievances of employees without having first secured permission from their immediate supervisor, which permission shall not unreasonably be withheld. Stewards shall state their destination to their immediate Supervisor and shall report again to him at the time of their return to work, provided these steps are followed, Stewards shall not suffer a loss of basic pay. The Employer reserves the right to limit the duration of such meetings. These limits shall not be unreasonable.
- 7.03 The Company acknowledges the right of the Union to appoint or elect up to six (6) employees to serve as members of the negotiating committee and only one (1) person from any given work location. Employees will be paid by the

Company for time off work for the purpose of participating in mutually agreed negotiations up to and including conciliation.

- 7.04 Where an employee is required to attend a meeting in which a written warning, suspension, or discharge is to be given, the Supervisor or designate will inform the employee prior to the meeting of his right to have a Union Steward present at the meeting. Where an employee is required to attend an investigative meeting with the Employer that could lead to disciplinary action for that employee he will be informed prior to the meeting of his right to have a Union Steward present at the meeting. If a steward is not available, the meeting will take place.

The employee may request the presence of the Union Steward during the meeting. Where the employee requests such representation, the Supervisor will send for the Steward without further discussion of the matter with the employee. If a Steward is not available, the Employer shall schedule the disciplinary meeting within the next twenty-four (24) hours and it shall then become the sole responsibility of the employee concerned to arrange for a Union Steward to be in attendance when the meeting occurs.

- 7.05 Copies of all written disciplinary notices issued to bargaining unit members shall be forwarded to the Union's Business Agent.
- 7.06 The Union may request up to three (3) days off per calendar year, without pay, for Stewards of the bargaining unit. The Employer shall reasonably grant such requests. This leave is over and above the time required to negotiate this Collective Agreement. The maximum number of Stewards absent at any given time is not to exceed six (6) and not more than one (1) from any given location.

Article 8 - Grievance Procedure

- 8.01 The purpose of this Article is to provide an orderly procedure for the resolution and disposition of grievances.
- 8.02 A grievance is an allegation by an employee, the Union, or the Company that one party has violated this Agreement.
- 8.03 Step 1
- (a) An employee initiates a grievance by verbally notifying his Supervisor that he has a grievance and then by providing the Supervisor with the details and circumstances of the matter, along with the remedy sought.

Such an employee may request the presence of an available steward at the meeting.

- (b) This must occur within five (5) working days of the incident giving rise to the grievance. The supervisor must respond verbally to the grievance within five (5) working days after hearing the grievance.
- (c) If the employee is satisfied with the Supervisor's response, the matter is concluded and neither the grievance nor the response shall be binding or used as a precedent by the Company or the Union.

Step 2

- (a) Failing satisfactory settlement at Step 1, the grievance may be reduced to writing within five (5) working days of the response in Step 1 and submitted to the Site Manager.
- (b) Upon receipt of such grievance the Site Manager shall issue a written response within five (5) working days.
- (c) The union may file a grievance on behalf of a member, group of members or a policy grievance directly with the Employer. The union will identify the group by name.

Step 3

- (a) Failing satisfactory settlement at Step 2, the grievance shall be submitted to the company head office and a meeting to discuss the grievance shall be arranged between the grievor, Steward, Union Business Agent and Employer Representatives at a mutually agreed to time and date.
- (b) A formal response will be issued by the Employer to the Union's Business Agent within five (5) working days of the above noted meeting.

8.04 Union, Discharge and Employer Grievances

The Union or the Employer may initiate a policy or group grievance directly into Step 2. A Claim by an employee, who has completed the probationary period, that he has been unjustly terminated may be filed directly at Step 2.

8.05 For the purpose of this Article, working days shall not include Saturdays, Sundays and Holidays.

8.06 Grievance Mediation

The parties agree to implement a Grievance Mediation Procedure prior to proceeding to Arbitration as set out below.

- (a) Either party may submit the grievance to Grievance Mediation at any time within ten (10) calendar days following the receipt of the reply at Step 3, or if no reply is received, within ten (10) calendar days following the expiration of the period limited for such reply. Where the matter is so referred, the Mediation process shall take place before the matter is referred to Arbitration.
- (b) Grievance Mediation will commence within twenty-one (21) calendar days of the grievance being submitted to Mediation.
- (c) The Grievance Mediation process is without prejudice to either party.
- (d) No matter may be submitted to Grievance Mediation which has not been properly carried through the grievance procedure, provided that the parties may extend the time limits fixed in the grievance procedure.
- (e) The parties may agree to the appointment of a Mediator by the Ministry of Labour, provided that such Mediator is able to commence the Grievance Mediation within the time periods set out in item (b) above, or where the parties mutually agree to extend the time periods for such Mediator.
- (f) Proceedings before the Mediator shall be informal. Accordingly, the rules of evidence will not apply, no record of the proceedings shall be made and legal counsel shall not be used by either party.
- (g) If possible, an agreed statement of facts will be provided to the Mediator, and if possible, in advance of the Grievance Mediation Conference.
- (h) The Mediator will have the authority to meet separately with any person or persons, but will not have the authority to compel the resolution of a grievance.
- (i) If a grievance is not settled through the Grievance Mediation process, the Mediator shall provide the parties with an immediate oral advisory opinion and the grounds of such advisory opinion, unless both parties agree that no such opinion shall be provided.

- (j) If no settlement is reached within ten (10) calendar days following Grievance Mediation, the parties are free to submit the matter to Arbitration as hereinafter provided. In the event that a grievance which has been mediated subsequently proceeds to arbitration, the Mediator may serve as an Arbitrator. Nothing said or done by the Mediator may be referred to at Arbitration.
- (k) Any settlement reached shall not be referred to by the parties in respect of any subsequent matter and in any other setting.
- (l) The Union and the Employer will share the cost of the Mediator, if any.

8.07 Arbitration

- (a) The Union and the Employer acknowledge the applicability of S.46 of the Labour Relations Act as more particularly set out in the Act, with respect to the appointment of a single arbitrator by the Minister.
- (b) No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance, unless mutually agreed to.
- (c) Each of the parties hereto will bear the expenses of a nominee appointed by it, and the parties will jointly share the expenses of the Chairperson of the Arbitration Board, if any.

8.08 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.

8.09 Both parties to this Agreement agree that the time limits may be extended by mutual agreement.

8.10 The parties agree the Employer will remove all discipline from the Employees personnel file, provided that:

- (a) No discipline is received for a period of twenty-four (24) months.
- (b) The misconduct did not involve a violation of law or an issue constituting breach of trust.

- 8.11 The parties recognize that it is occasionally necessary to require employees to work a portion of a shift in a different work area as assigned by the Supervisor. The parties acknowledge that on such occasions the employee involved may not be able to clean his/her regular work assignment to normal standards. This will be taken into consideration should a complaint be lodged regarding the quality and quantity of cleaning.

Article 9 - Probationary Period

- 9.01 All employees shall serve as probationary employees until they have completed sixty (60) days of work. If they are retained when they have completed their probationary period, their names shall be placed on the appropriate seniority list and their seniority shall date back to their date of hire. The probationary period may be extended by the number of shifts missed during the probationary period.

Probationary employees who are discharged within their probationary period shall not be permitted to submit their termination to arbitration.

- 9.02 The Employer shall supply the Union, each January and July, a seniority list of all employees coming within the scope of this bargaining unit. The seniority list shall show the names of the employees, the date on which they commenced employment and the job title.

Article 10 - Seniority

- 10.01 Seniority shall be used in the application of the job posting, lay-off and recall provisions of this agreement.
- 10.02 Seniority shall be defined as employee's uninterrupted tenure at a specific work location including service with previous contractors. Where a person is working in a building that is nonunion or represented by another bargaining agent and that building becomes encompassed by an SEIU Local 2 collective agreement, their past service in that building shall be included in the calculation of their seniority.
- 10.03 Employees shall carry their seniority when they move between buildings with their employer. Seniority shall also be recognized by a successor contractor in the event of a contractor change in the building the employee is based at the time of the service contract change.

- 10.04 In all cases of job postings, promotions, job placement, work assignments, layoffs and recalls, the senior employee, provided they have the skill and ability to perform the work shall prevail.
- 10.05 Seniority, Service status and employment, once acquired, will be lost for the following reasons:
- Voluntary resignation.
 - Discharge for cause, which is not reversed through the grievance and arbitration procedure(s).
 - Absence from scheduled work for two (2) consecutive days without actual notice to the Employer, unless in circumstances it is impossible for him / her to do so.
 - Lay off for twelve (12) months following date of lay off.
 - Subject to the Human Rights Code, extended absence due to injury or illness for twenty-four (24) months.
 - Failure to return on scheduled day following an authorized leave of absence without an explanation satisfactory to the Company.
- 10.06 Employees shall be responsible for notifying the Company of any changes in address, phone number and email address.

Article 11 - Job Postings, Lay-Off and Recall

PERMANENT VACANCIES

- 11.01 When the Company decides to fill a permanent vacancy or creates a new permanent classification such vacancy shall be filled in the following manner:
- a) The vacancy shall be posted in the work location for five (5) working days and awarded to the most senior applicant, provided they have the skill and ability to perform the work, in that work location.
- Note: Only those employees for whom such vacancy or job would create a change in classification, premium, increase of hours or change in shift shall be eligible to apply.
- b) Where the vacancy is not filled with an applicant from within the work location the Company shall forward the job posting by email (electronic job posting) to all persons on the lay-off recall list. Persons on

the lay-off recall list shall have thirty-six (36) hours to respond to an electronic job posting. The position shall be awarded to the most senior employee, who has the skill and ability to perform the work.

c) Where the vacancy is not filled by a person on the lay-off recall list the Company shall forward the job posting by email to persons who have indicated in writing their desire to be notified of company-wide job postings. Persons wishing to apply for company-wide job postings shall have thirty-six (36) hours to respond to an electronic job posting. The position shall be awarded to the most senior employee, who has the skill and ability to perform the work.

Note: Where an employee with secret security (or higher) clearance wishes to transfer from one site to another, the Employer reserves the right to delay such request until a replacement is cleared.

- d) Where a vacancy is not filled pursuant to paragraphs a), b) or c) the Company shall have the right to: 1) Send a registered letter or email to the least senior person on the recall list who has been laid off from a position with the same hours of work and rate of pay compelling them to take the position. Where the employee fails to return to work within five working days of the written recall, they shall be deemed to have abandoned their position and lose their seniority or 2) fill the position with an external applicant
- e) In new buildings that have not been previously staffed, the employer shall fill vacancies in accordance with paragraphs b and d only.

Secondary vacancies created when an employee posts into a position at another building pursuant to paragraph c) shall be offered exclusively to persons on the lay-off recall list in accordance with paragraph b). Where the secondary vacancy is not filled by a person on the lay-off recall list the Company shall have the right to fill the position with an external applicant.

TEMPORARY VACANCIES

11.02 Temporary vacancies expected to last four (4) or more months shall be filled in the following manner:

The vacancy shall be posted in the work location for five (5) working days and awarded to the most senior applicant in that work location, provided they have the skill and ability to perform the work.

Where the vacancy is not filled with an applicant from within the work location the Company shall forward the job posting by email (electronic job posting) to all persons on the lay-off recall list. Persons on the lay-off recall list shall have thirty-six (36) hours to respond to an electronic job posting. The position shall be awarded to the most senior employee provided they have the skill and ability to perform the work.

No secondary vacancies will be posted as a result of the awarding of a temporary vacancy to a staff member.

Upon the return of the original individual who vacated the position the person who assumed the temporary position shall return to their former position if it is still available.

Where the temporary position is filled by a person from the lay-off recall list that person shall continue to be considered for permanent positions pursuant to Article 11.01 b). Should that person be awarded a permanent position the resulting vacancy may be filled at the Company's discretion for the balance of the Temporary Vacancy.

Should the individual who has vacated the position fail to return to work the successful applicant will maintain the vacancy on a permanent basis. Nothing in this agreement shall prevent the employer from filling temporary vacancies that are less than four (4) months with new hires.

JOB POSTINGS

11.03 All Job Postings, inclusive of electronic postings, must include the following information:

Location (Building Address)

Job classification

Rate of pay

Hours of work

Shift

11.04 All job Postings shall be copied to the Union. The names of successful bidders for such vacancies shall also be provided to the Union.

SITE TRANSFERS

11.05 Where the Employer proposes to transfer an employee from one location to another as a result of a client request, or as a part of a disciplinary process, the employer shall notify and discuss the matter with the Union prior to the transfer taking place and the Union shall have the right to grieve the transfer.

11.06 Employees wishing to be considered for postings at work locations other than their own must notify the Company in writing between January 1st and January 15th or June 1st and June 15th of each year of their interest in applying for such vacancies for the upcoming year as they become available. These employees will only be considered for such vacancies after all on-site applicants have had the opportunity to apply through the job posting article of this collective agreement. Employees who transfer from one site to another under this agreement will not be required to serve an additional probationary period and will be placed on the wage grid. This process will not be used for subsequent vacancies as a result of such a transfer. The Company will notify employees of where to submit vacancy requests.

LAY-OFF AND RECALL

11.07

a) In the event of a reduction in the regular hours of work or a layoff of a position the following shall apply:

the affected employee may accept the lay-off or exercise seniority rights to bump the least senior employee working in the building/cluster of buildings (as agreed by the parties) in an equal or lower paying classification, on the same or another shift. The parties agree that the employee originally subject to the lay-off must have the skill and ability to perform the work of the position that he/she bumps into.

- b) An employee with seniority who is laid off may displace a probationary employees covered by this agreement or may opt to be placed on the lay-off recall list and will be considered for vacancies at other sites in accordance with Article 11.01 and 11.02 of this agreement.
- c) In all cases of layoff at site level, probationary employees shall be laid off before employees who have attained seniority, unless seniority employees decline to bump into the probationary employee's position.
- d) Should the lay-off be the result of a loss of the contract or location where the employee is based at, there shall be no obligation on the displaced Contractor to recall or offer employment to the laid off employee/s.
- e) Where a lay-off is of a temporary nature not to exceed thirteen (13) weeks, the affected employee may only bump the least senior employee in the classification.
- f) Recall of employee(s) on lay-off shall be recalled in seniority order, by classification, provided the employee being recalled has the skill(s) and ability to do the work available.
- g) Employees shall remain on recall for a period of twelve (12) months.
- h) Employees shall be provided a minimum of seven (7) days' notice of lay-off, if possible.
- i) Upon request the Employer will provide the Union with a list of persons on the lay-off recall list.

Emergency call in lists

Employees will state their availability for emergency duty on an emergency call in list. This list will remain posted at all times and the Company will call employees whose name appears on that list from top to bottom on a rotating basis, providing such employees have the qualifications, skills and ability to perform the work.

Employees unavailable or unwilling to accept the assignment will be considered to have worked for the purposes of proceeding through the list.

Article 12 - Wages

- 12.01 Hourly wages will be paid according to the classification and schedule set forth in Schedule "A" of this Agreement.
- 12.02 Employees will be paid bi-weekly. In the case of a holiday, employees will be paid on the previous business day prior to the Holiday. Pay stubs shall be delivered on or prior to pay day in individually sealed envelope. Pay stubs shall reflect the amount of vacation pay accumulated that pay period and the amount accumulated to date that year.
- 12.03 The Employer may elect to provide "automatic deposit" of net pay to the employee's bank account. In such case, it is the sole responsibility of the employee to provide current, accurate banking information to the Employer and the Employer will ensure that a Statement of Earnings is provided to the employees in accordance with the distribution requirements outlined in Paragraph 12.01.
- 12.04 Corrections to payroll errors are done the day following payday. The employees shall inform the Area Manager who will notify the payroll office. A cheque will be issued for amounts equal or exceeding \$50.00. Lesser amounts will be paid in the following payroll.

Article 13 - Hours of Work and Overtime

- 13.01 The normal work schedule for each employee shall be made available to an employee or Union Representative upon request.
- 13.02 An employee who reports for his/her scheduled shift and finds that no work is available, will be paid for four (4) hours at his/her regular rate of pay, unless the employee received prior notification not to report for work or the unavailability of work is the result of cause beyond the control of the Employer, i.e. fire, flood, strike or and act of God, etc.
- 13.03 The Employer agrees to distribute excess work as equitably as possible among available, qualified employees. This work will be offered to employees in the classification normally assigned to perform the work.
- 13.04 The Employer agrees to pay time and one-half (1 1/2) the hourly rate

established in Schedule "A" for all hours paid in excess of forty-four (44) hours in a work week.

- 13.05 The Employer will not reschedule any employee for the purpose of avoiding overtime pay.
- 13.06 Available overtime opportunities shall be offered equitably, on a rotational basis, to employees who have expressed their desire to work overtime, and are available.
- 13.07 The parties agree that bargaining unit employees employed on the date of ratification of this Collective Agreement will suffer no reduction in hours of work, for the life of this Agreement, unless a tenant vacancy occurs resulting in a decrease in the area to be cleaned, or a request is made by the customer to reduce operating costs.

Article 14 - Holidays

- 14.01 The recognized holidays with pay for this Agreement shall be:

New Year's Day	Good Friday	Victoria Day
Canada Day	Thanksgiving Day	Labour Day
Boxing Day	Christmas Day	Float Day(s)*
Family Day		

* Upon completion of probation, employees shall be entitled to four (4) Float Days per contract year. Eligible employees who are not assigned to duty on a Holiday named above will be paid their regular pay for the day.

If float days are utilized for non-illness related absence, such day must be requested and will be scheduled upon mutual agreed upon dates.

If float days are utilized for illness related absences, the employee shall provide four (4) hours advanced notice of the shift and provide physician certification, if required by the company

Employees will be permitted to bank a maximum of eight (8) float days in any' given contract year.

Unused days will not be compensable at any time.

Where a signatory contractor is notified that they are losing an account or that an account is going out for tender they will include in the *Bill-7* package a list containing the names of employees and the number of unused float days each employee has banked. A copy of this information shall be provided to the Union at the same time.

- 14.02 Eligible employees who are not assigned to duty on a Holiday named above will be paid their regular pay for the day.
- 14.03 Employees who are required to work on any of the Holidays specified in 14.01 above shall be paid at the rate of one and one-half times (1 1/2) their regular rate of pay for all hours worked in addition to their regular rate for scheduled hours on that day.
- 14.04 Eligibility - An employee must work his regularly scheduled shift before and after the Holiday, unless absent with permission of the Employer or because of proven illness. Probationary employees will receive statutory holiday pay in accordance with the ESA.
- 14.05 Where a Holiday falls within an employee's vacation period such employee shall, at the employee's option, receive an extra day's pay in lieu of the holiday or an additional day of vacation at a time which is mutually agreed upon by the employee and Employer.
- 14.06 Statutory Holiday hours worked will count towards the calculation of overtime hours that week
- 14.07 Employees request for float day(s) shall be made in writing and confirmation shall be provided to the employee within seven (7) days of the request being submitted, confirmation shall be provided in writing.

Article 15 - Vacations

- 15.01 Upon completion of twelve (12) months of employment, each employee shall be entitled to a vacation of two (2) weeks.
- 15.02 The amount of pay for such vacation shall be four (4%) percent of the gross wages of the employee in the previous twelve (12) months of employment.
- 15.03 For the purpose of calculating vacation entitlement and pay, the vacation year shall be July 1st through June 30th. For purposes of calculating vacation entitlement and pay milestones in articles 15.04, 15.05, and 15.06, the

employer shall use the employee's anniversary date.

- 15.04 Employees who have completed five (5) years of employment with the Company shall be entitled to three (3) weeks' vacation with pay at six (6%) percent of gross wages.
- 15.05 Employees who have completed ten (10) years of employment with the Company shall be entitled to four (4) weeks' vacation with pay at eight (8%) percent of gross wages.
- 15.06 Employees who have completed twenty (20) years of employment with the Company shall be entitled to five (5) weeks' vacation with pay at ten (10%) percent of gross wages.
- 15.07 Vacation pay shall be paid as a separate line item and/or by separate cheque.
- 15.08 Vacation requests will be submitted to the Employer by February 15th of each year and will be confirmed by the employer by March 1st. Vacation time will be allotted on the basis of seniority subject to operational requirements. Employees who miss the cut-off date will have their vacation granted based on availability.
- 15.09 Vacation pay accrued shall be paid in the last pay in May, unless the employee requests their vacation pay in writing, at least four (4) weeks prior to going on vacation. Employees must schedule vacation time off to the extent required by Employment Standards Act.
- 15.10 For purposes of this Article employment is defined as time worked at the worksite , the Employer, or seniority as concurrently defined by article 10.02 and 10.03.
- 15.11 All vacation requests forms shall be provide to all employees and all vacation requests shall be responded to in writing by the cutoff date as referred to in article 15.08 or within seven (7) calendar days of the request being submitted in all other cases.

Article 16 - Leave of Absence

- 16.01 The Company 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 Company may waive the request be in writing. An employee returning from such leave shall be placed in his/her former job and shift, if applicable.

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

Leaves of absence taken for the purpose of extended vacation must be taken in conjunction with vacation entitlement.

16.02 Bereavement - In the event of the death of an employee's spouse, child, step-child, stepparent, mother, father, sister, brother, grandparent, grandchild, the Company agrees to grant paid time off, from scheduled work up to three (3) scheduled consecutive days. The three (3) days must include or immediately precede or follow the day of the funeral.

In the event of the death of an employee's mother-in-law or father-in-law, the company agrees to grant paid time off, from scheduled work, up to two (2) scheduled consecutive days.

In the event of the death of an employee's spouses' grandparents, son-in-law, daughter-in-law, sister-in-law or brother-in-law, the Company agrees to grant paid time off, from scheduled work for one (1) day.

16.03 Jury Duty - An employee, when called for jury duty or subpoenaed as a witness for the Company will be granted time off and compensated for the difference between his normal earnings and the payment received for jury duty or in being so subpoenaed. The employee will provide evidence that he reported for jury duty or attended as a subpoenaed witness.

16.04 Pregnant and Parental Leave - The Company agrees to provide pregnancy and parental leave consistent with the Ontario Employment Standards Act. Upon return from such leave employees will be entitled to be reinstated to the same job in the same work area, if still available.

16.05 The Employer has the right to request an acceptable justification for any absence. The Employer will pay for any medical certificate requested by the Company.

16.06 An employee shall be granted one (1) days leave of absence with pay for the purpose of attending formal hearings to obtain his/her Canadian citizenship.

- 16.07 Employees legitimately absent from work for a period of twelve (12) calendar months or less shall, upon their return to work, be entitled to be re-instated, unless operations have ceased in that work area.

Article 17 - Uniforms

- 17.01 Uniform Policy - The Employer believes strongly that image is very important and portrays their professionalism. The Company requires all front line employees to wear Company uniforms as prescribed in their policy and in compliance with the Company's contract with its clients.

Upon commencing employment with the Company, employees are supplied with uniforms comprising of three (3) shirts or blouses, two (2) pairs of pants or skirts. Other uniform items may be applicable and shall be supplied by the company where applicable. Employees shall confirm receipt of the uniforms and are required to report to work properly uniformed.

Clothing or garments that are not supplied by the company must be matching to the Company's uniform and must receive management's approval in advance.

Cleaning and maintenance of uniforms is the responsibility of the employees. Worn out or torn uniforms shall be returned to the Supervisor and will be replaced when required within 4 weeks.

The uniforms are supplied free of charge to the employee provided all uniforms are returned to the Company upon separation of employment. Employees who fail to return the uniforms immediately upon departing from the Company will be deducted the full cost of the uniforms from their last pay.

Employees may be required to wear company uniforms at all times while at work. An employee not wearing such uniform can be disciplined including being sent home without pay until he/she has the uniform. Each employee is responsible for purchasing his or her footwear. Closed shoes with an anti-slip sole must be worn at work. Employees who are required by the Employer to wear certified safety shoes on the job will be reimbursed, up to \$100.00 every two (2) years, upon receipt of proof of purchase. For floor finishing work (striping and waxing), the Employer will provide plastic shoe coverings to protect their shoes. Alternatively, the Employer can provide foot wear by reimbursing employees up to \$40.00 per year, upon receipt of proof of

purchase. Disposable gloves shall be supplied to all staff.

Employees have the option of changing into and out of their uniform at the workplace. Employees who wish to wear the Company's uniform while off duty must conform to the Company's dress code.

- 17.02 The Employer will provide a winter coat with Company identification and gloves selected by the Employer to employees required to work outside during the winter months.
- 17.03 If lockers are available at the workplace, the Employer will supply the available facilities to the employees.

Article 18 - General

- 18.01 All special equipment and all equipment necessary to perform the duties assigned to the employees shall be furnished and kept in repair by the Employer.
- 18.02 Employees scheduled for a shift of more than five (5) hours shall be scheduled for an unpaid meal period of one-half (1/2) hour.
- 18.03 Employees scheduled for a shift of eight (8) hours shall be scheduled for two (2) fifteen (15) minute rest periods during their shift. Each employee scheduled for a shift of less than eight (8) hours shall be scheduled for one (1) fifteen (15) minute rest period during their shift.
- 18.04 Supervisors may perform bargaining unit work for experimentation, training purposes, emergencies purposes or as performed prior to the date of ratification of this Collective Agreement.
- 18.05 Employees temporarily assigned to perform the duties of a higher rated classification shall be paid the rate of pay of that classification for the duration of the assignment, if the said assignment last longer than two (2) hours.
- 18.06 The parties agree to abide by Human Rights Code of Ontario. This will include making reasonable efforts to modify break times to accommodate prayer times or to accommodate religious fastings in accordance with the Human Rights Code.
- 18.07 The parties agree to equally share the cost of printing this Agreement.

18.08 In the event major changes are made to employees work assignment or operational changes are made that effect the majority of the members of the bargaining unit at a specific site, the employer agrees to the following;

- (a) To notify the union before any member is advised of the change. If possible, such notification will take place at least 30 days before the change. Both parties agree to meet if necessary.
- (b) To share with the union the reasons for the change and the impact on members of the bargaining unit.
- (c) To discuss and jointly determine if new classifications are being created and if so to negotiate an appropriate rate of pay for these classifications. If the parties cannot agree on an appropriate rate of pay, or cannot agree on whether new classifications are being created, the matter may be referred to binding arbitration for resolution.

18.09 Attendance: Any shift that starts at 5:00 pm or later, and where an employee is unable to report to work for their regular scheduled shift, he or she will endeavour to provide his/her immediate supervisor at least three (3) hours' notice, if possible before commencement of the shift he/she was due to report for. For all other shifts, in the event that an Employee is going to be late or absent as a result of an emergency, they will advise their Supervisor as soon as possible.

When notifying the Employer of an absence, an employee must give an estimated date of return. If later he/she is 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.

Article 19 - Bulletin Boards

19.01 Subject availability of space and management approval, the Employer shall provide the Union with a bulletin board for posting notices. Where no bulletin board is available the Employer agrees to facilitate the distribution of union provided material to the bargaining unit members.

Article 20 - Health and Safety

20.01 The Company and the Union recognize the benefits to be derived from a safe and healthy place of employment. It is agreed that the Company, the employees and the union

will cooperate fully to promote safe work practices, health conditions and the enforcement of safety rules and procedures.

20.02 Employees are required to report injuries to their Supervisor immediately. Any employee injured on the job shall be paid for the balance of his 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.

20.03 If an employee is requested by the Employer to escort the injured employee home or to a hospital, that employee shall also be paid for the balance of his/her shift.

Article 21 - DURATION

21.01 This Agreement is effective from April 1, 2016 and shall continue in effect through March 31, 2019.

Dated at Toronto this 14 day of July, 2016

For the Company

For the Union

J. Hawthorne

Schedule A

Classifications and Wages

Employees who receive benefits:

Classification	Effective Upon Ratification	Effective 10/1/16	Effective 4/1/17	Effective 10/1/17	Effective 4/1/18	Effective 10/1/18
Light Duty Cleaner	\$12.10	\$12.35	\$12.60	\$12.85	\$13.10	\$13.35
Heavy Duty Cleaner	\$13.20	\$13.45	\$13.70	\$13.95	\$14.20	\$14.45

Probationary employees shall receive a rate of pay that is \$0.25 less than the above rates of pay.

Employees not in the benefit plan:

Classification	Effective Upon Ratification	Effective 10/1/16	Effective 4/1/17	Effective 10/1/17	Effective 4/1/18	Effective 10/1/18
Light Duty Cleaner	\$12.40	\$12.65	\$12.90	\$13.15	\$13.40	\$13.65
Heavy Duty Cleaner	\$13.65	\$13.90	\$14.15	\$14.40	\$14.65	\$14.90

Any employee earning hourly wage rates above those described in Schedule "A" shall receive an increase of \$0.25 effective upon ratification, a further increase of \$0.25 effective October 1 2016, a further increase of \$0.25 effective April 1 2017, a further increase of \$0.25 effective October 1 2017, a further increase of \$0.25 effective April 1 2018 and a further increase of \$0.25 effective October 1 2018.

Premiums:

Classification	Current
Lead hand	\$0.50
Midnight Shift	\$0.50

For the purpose of clarification, the midnight shift premium applies where the majority of the hours worked or scheduled fall between midnight and 8:00 am the midnight premium will be paid for all hours.

Schedule B

Health and Welfare

The Company shall contribute one hundred and ten (\$110) per month plus applicable taxes for each employee working twenty-five (25) hours or more per week and have completed the probationary period to the Service Employees International Union Local 1 and 2 Health and Welfare Benefit Trust Fund. Effective October 1, 2016 the contribution shall increase to one hundred and fifteen dollars (\$115) plus tax. October 1, 2017 to one hundred and twenty dollars (\$120) plus tax and effective October 1, 2018 to one hundred & twenty-five dollars (\$125) plus tax. Such contributions to the fund shall not be required when an employee can prove insurability under his/her spouse or another plan and provides the Company with written instructions to opt out of the plan.

The Employer shall enroll all eligible employees in the plan on the first day of the month following probation. Where an employee has provided the Employer with a document showing they have insurance through another source a copy of that document shall be forwarded to the Union.

The Employer shall remit the contributions referred to in this Schedule to the Benefit Trust along with all back up information no later than the 15th day of each month.

Interest on delinquent contributions: Provided a site or group of sites has not been remitted, the trustees of the SEIU Local 1 & 2 Benefit Trust may charge interest on contributions to the trust which are overdue by more than thirty (30) days at the rate of the Scotiabank forty-five (45) day GIC rate on the first day on the month in question plus 4% compounded monthly. With the exception that mistakes made in good faith by the Employer are exempt from this clause.

Upon forty-five (45) days request by a properly authorized representative of the Union the Employer shall provide the applicable payroll records to review and ensure contributions to the trust are being made correctly and to ensure that employees are being properly paid. This request may be made not more than every six (6) months.

Employees who have opted out of the Benefit Plan will have the opportunity to enroll in the plan twice each year in January and July. Employees who have opted out may only enroll under these circumstances provided they provide proof they were previously enrolled in another plan and that for reasons beyond their control their entitlement ceased.

Conversely an employee may only opt out of the Benefit Plan in January and July yearly by providing proof of enrolment in another Medical Plan. Employees who opt in or out as noted above will have their wages adjusted to reflect the change.

An employee(s) on leave of absence or temporary layoff for a period of up to three (3) months may remain enrolled in the benefit plan provided such employee makes the full premium payment in advance to the Trust Fund Administrator.

In cases of proven illness, the employee may remain enrolled in the benefit plan for a period of up to twelve (12) months, provided such employee makes the full premium payment in advance to the Trust Fund Administrator.

The employee shall contribute twenty (\$20) per month to the trust fund, if so directed by the Union. The schedule of benefits will be created by the Service Employees International Union Local 1 and 2 Health and Welfare Benefit Trust Fund.

Letter of Understanding

New Site

Should the Company acquire new job sites under the scope of this agreement that are unionized with superior wages and /or benefits those terms will be recognized and maintained.

Should the Company acquire new job sites that are non-Union with superior wages and/or benefits, the parties will meet to negotiate the specific terms of employment that will apply to the employees of that specific site.

Should the Company acquire new job sites with identical benefits and wages to those in this collective agreement those terms will be recognized and maintained immediately without interruption.

When the Company acquires a new site the employees who previously worked at that site will not serve a new probationary period.

Where parties are unable to negotiate the terms of employment referred to above either party may refer the matter to binding arbitration as referred to in Article 8.07 of this collective agreement.

Within fourteen (14) calendar days of commencing employment each employee will be required to sign a form acknowledging the actual date he/she commenced work at the site.

Dated at Toronto this 14 day of July, 2016

For the Company

J. Kowaluk

For the Union

Side Letter

Most Favoured Employers

If the Union enters into any agreement within the jurisdiction of article 2 which contains terms and conditions that are more favourable to another Company, the remaining Companies shall have the right to apply those more favourable terms and conditions to bid on buildings at the same terms and conditions that exist in that site agreement. The Union will provide all signatory contractors a current seniority list including date of hire and wage rates, if available and a copy of the collective agreement. Where the Union enters into an agreement within the jurisdiction of Article 2 with any other Company such agreement must reach parity with this Collective Agreement within twenty-four (24) months.

Should a signatory Company acquire non-Union job sites within the jurisdiction of Article 2 with wages and/or benefits inferior to this Collective Agreement the parties will meet to negotiate a new rider agreement. Such rider agreement shall reach parity with this Collective Agreement within thirty-six (36) months. Should disparity wages and benefits be less than three percent (3%) such rider agreement shall be reached not later than twelve (12) months for signatory companies and twelve (12) months for non-signatory companies. Agreement between the parties:

Dated at Toronto this 14 day of July, 2016

For the Company

J. Reardon

For the Union

