

Collective Agreement

between

ABM Industries Facility Management Company

Alco Janitorial Services

Allen Maintenance Ltd.

Bee-Clean Building Maintenance

Best Service Pros

Cleanmatters Janitorial Services Limited / Dustmoon Maintenance Limited

Compass Group Canada Ltd

Dexterra

Dow Building Cleaners

Domus Building Cleaning Company Limited

Evrupos Janitorial Services Limited

GDI Services (Canada) LP / Empire Maintenance Industries Inc.

Hallmark Housekeeping Services Inc.

Impact Cleaning Services Ltd.

ION Cleaning Solutions

iRestify

Kleenway Services

M.A. Independent Building Services

Nasco Building Cleaning Inc.

National Maintenance

Scandinavian Building Services

Service Ménagers Roy (Les)

Service Star Building Cleaning Inc.

Siloam Quality Cleaning Services

(hereafter referred to as the "Company" or the "Employer")

- and -

Service Employees International Union, Local 2

Effective Date: July 1, 2022

Expiry Date: June 30, 2025

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ARTICLE 1 - GENERAL

1.01 It is the central purpose of this Agreement to establish the uniform, specific terms, and conditions of employment between the Union and those Employers set out above (hereinafter referred to as "the Employer" or "the Company"), with respect to the employees encompassed by this agreement, and to provide machinery for the prompt and equitable disposition of grievances. For the purpose of clarity, the terms and conditions of this collective agreement apply on a single employer basis, unless otherwise expressly noted herein, and any actions, settlement, and/or liability of one of the Employers shall not bind or otherwise affect any of the others.

The objectives of this agreement are to develop and maintain a harmonious and co-operative relationship between the Employers, their employees and the SEIU: to promote co-operation between the parties and to provide an amicable method of settling grievances or differences arising from the provisions of this agreement.

ARTICLE 2 - RECOGNITION

2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all its employees engaged in Cleaning and Maintenance within the City of Ottawa, save and except:

- office and clerical employees
- supervisors and persons above the rank of supervisor
- persons working at privately owned locations smaller than 100,000 square feet (unless those locations are unionized by SEIU or another bargaining agent)

- persons working at publicly owned locations smaller than 25,000 square feet (unless those locations are unionized by SEIU or another bargaining agent)
- retail, residential and hotel accounts where the total square footage cleaned by the Employer is less than 35, 000 square feet (unless those locations are unionized by SEIU or another bargaining agent)

For the purpose of clarity, 'privately owned locations' shall be defined as those properties in which the municipal, provincial or federal government does not have a majority ownership stake.

Clarity Note: Those locations that are currently unionized but that do not fall within the scope of the agreement shall continue to be included in the Collective Agreement.

ARTICLE 3 - RELATIONSHIP

- 3.01 The parties hereto agree that all present employees of the Employer covered by the terms of this Agreement shall 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 as a condition of continued employment.
- 3.03 The Employer agrees that all work which is covered under the scope of this Agreement performed by anyone, on behalf of the Employer, directly or indirectly under contract or subcontract, shall be performed by Employees who are members of the Union in accordance with the terms and conditions as set out in this Agreement.

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining Unit, except in cases of emergency, instruction, or temporary experimentation. 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.

- 3.04 The Employer shall endeavor, subject to the client's property rights, to facilitate access to the workplace for Union Representatives to conduct thirty (30) minute meetings twice per year.

ARTICLE 4 - UNION DUES

- 4.01 All new employees shall be required to become and remain members of the Union as a condition of employment.
- 4.02 Employees 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 will arrange times for interviews in conjunction with the Employer.
- 4.03 The Employer shall deduct and remit all Union dues on a monthly basis and shall send all of 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 by the following employee information which shall be sent to the Union by email in an Excel spreadsheet:
- (a) Employee name.
 - (b) Work location.
 - (c) Hourly wage.

- (d) Hours worked.
- (e) Union dues.
- (f) Benefit premiums remitted.

In addition to the above information the employer shall provide the Union with the following information in an Excel spreadsheet every three months:

- (a) Classification.
- (b) Site Seniority.
- (c) Service with company.
- (d) Home address.
- (e) Phone number.
- (f) Email address (if available).

- 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 of 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 rights include:

- (a) The right to direct and supervise the work force, hire, schedule, promote, demote, discharge, determine work assignments, processes and equipment and materials to be used, set policies and procedures, classify, transfer, layoff, 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 this orderly procedure established by this Agreement for the settling of disputes and 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.

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 the 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 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 Where the Company has less than one hundred employees covered by this Agreement, the Union shall have the right to appoint or elect one employee to serve as members of the negotiating committee. Where the Company has one hundred or more employees covered by this Agreement, the Union shall have the right to appoint or elect two employees to serve as a member of the negotiating committee. Employees will be paid by the Company for time off work for the purpose of participation in mutually agreed negotiations up to conciliation. Time paid for attendance at negotiations will not exceed the number of hours the employee is regularly scheduled to work.
- 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.

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 disciplinary notices issued to bargaining unit members shall be forwarded to the Union's Business Agent.

7.06 The Union may request up to seven (7) days off per calendar year, without pay, for each Steward in 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 three (3) and not more than one (1) from any given location.

7.07 Where the Union designates an employee in the bargaining unit to a position on the Branch Executive Board, the Employer shall grant that employee periods of unpaid leave as requested by the Union. The Union agrees to provide the employer with at least one month's notice prior to commencement and conclusion of any periods of leave. The Employer shall reasonably grant such request. A request for leave in excess of one month may be denied in circumstances where it is difficult to replace an employee with a security clearance.

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 or by an employee who has completed the probationary period that he has been unjustly disciplined or discharged. An alleged violation of the Employment Standards Act may also be the subject of a grievance.

8.03 Step 1

- (a) An employee initiates a grievance by verbally notifying his Supervisor that he has a grievance and then 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.

Upon receipt of such grievance the Site Manager shall issue a written response within five (5) working days.

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 at 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 Arbitration

- (a) Failing resolution after Step 3 of the grievance procedure, either party may refer the matter to final and binding Arbitration before a single arbitrator.
- (b) Where the parties cannot agree on the selection of an arbitrator, either party may apply to the Ministry of Labour to request, and arbitrator be appointed.
- (c) No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or to settle the grievance, unless mutually agreed to.
- (d) Each of the parties hereto shall share equally the expenses of the arbitration.

- e) The parties may, by mutual agreement, forego the attendance of legal counsel at the arbitration hearing. In such circumstances, the parties agree to the following:
- The parties will attempt to mediate a settlement with the assistance of the Arbitrator prior to commencing the hearing;
 - The Arbitrator shall have the power to control its own procedure in order to fairly resolve the issue(s) in the grievance as expeditiously as possible, including but not limited to: the power to define the legal issues in dispute, to determine whether and in what manner they may require evidence to determine the issues in dispute, to question witnesses in front of the parties as they deem necessary, and to deliver decisions by way of abbreviated reasons; and;
 - The decision of the Arbitrator will not have any precedential value for future disputes between the parties.

8.07 The Arbitrator shall not have to 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.

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

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

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

ARTICLE 9 - PROBATIONARY PERIOD

9.01 All employees shall serve as probationary employees until they have completed 480 hours of work or 60 shifts whichever occurs first. 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 missing during the probationary period.

ARTICLE 10 - SENIORITY

10.01 Seniority shall be used in the application of Job Posting, Layoff and Recall, Holiday, and Vacation provisions of this agreement.

10.02 An employee shall obtain seniority in the following manner:

- (a) Where they are hired by a signatory to this agreement and have completed the probationary period set out in Article 9.01, or;
- (b) Where they work at an account that is not represented by SEIU and that account is awarded to a signatory of this collective agreement. In such circumstances the employee's seniority date shall be based on their uninterrupted service at that account or with the displaced contractor whichever is greater.

10.03 An employee's seniority will be maintained through contract changes and movement between work locations. Employees shall not serve an additional probation period when a contract changes hands between one employer to another.

- 10.04 Where two employees have the same seniority date the employee with the lower last three digits of their Social Insurance Number shall be deemed to have greater seniority.
- 10.05 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.
- 10.06 Seniority and employment, once acquired, will be lost for the following reasons:
- (a) Voluntary resignation.
 - (b) Discharge for cause, which is not reversed through the grievance and arbitration procedure(s).
 - (c) 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.
 - (d) Lay off for twelve (12) months following date of lay off.
 - (e) Subject to the Human Rights Code, extended absence due to injury or illness for twenty-four (24) months.
 - (f) Failure to return on scheduled day following an authorized leave of absence without an explanation satisfactory to the Company.
 - (g) Employees shall be responsible for notifying the Company of any changes in address, phone number and email address.
- 10.07 Where a dispute arises with respect to an employee's seniority date the parties agree that T-4 statements shall constitute sufficient evidence to determine the employees prior seniority record.

ARTICLE 11 - JOB POSTINGS, LAY-OFF AND RECALL

11.01 PERMANENT VACANCIES

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 and/or text (electronic job posting) to all persons on the lay-off recall list and persons who have indicated in writing their desire to be notified of company-wide job postings pursuant to Article 11.06 Persons on the lay-off recall list shall have twenty-four (24) hours (excluding weekends) to respond to an electronic job posting indicating their interest in the position. The position shall be awarded on the following basis:
 - i. to the most senior applicant on the lay-off recall list, who has the skill and ability to perform the work
 - ii. where it is not awarded to a person on the lay-off recall list to the most senior applicant, who has the skill and ability to perform the work, pursuant to Article 11.06.

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.

Clarity Note: It shall be the sole responsibility of employees to provide the employer with their current email address and/or mobile number capable of receiving texts.

- (c) Where a vacancy is not filled pursuant to paragraphs a) or b) the Company shall have the right to:
 - i. Send an email and/or text to the least senior person on the recall list who has been laid off from a position that has the same hours of work and rate of pay, and is within a reasonable distance from the vacancy compelling them to take the position. Where the employee fails to return to work within three (3) working days of the written recall, they shall be deemed to have abandoned their position and lose their seniority, unless they have requested and received an extension to this time period from the employer. Such requests shall not be unreasonably denied.) or;
 - ii. Fill the position with an external applicant.
- (d) In new buildings that have not been previously staffed, the employer shall fill vacancies in accordance with paragraphs b and c only.

Secondary vacancies created when an employee posts into a position at another building 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.

11.02 TEMPORARY VACANCIES

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 and/or text (electronic job posting) to all persons on the lay-off recall list. Persons on the lay-off recall list shall have twenty-four (24) hours (excluding weekends) to respond to an electronic job posting. The position shall be awarded to the most senior applicant on the lay-off recall list 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.

11.03 JOB POSTINGS

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

- i. Location (Building Address)
- ii. Job classification
- iii. Rate of pay
- iv. Hours of work
- v. 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.

11.05 SITE TRANSFERS

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.

11.07 LAY-OFF AND RECALL

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

- (a) 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 layoff 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 employee covered by this agreement or will 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. When an employee is placed on the lay-off/recall list the employer will request the employee provide their current email address and/or mobile number capable of receiving texts.
- (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 layoff, 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.

Clarity Note: In this Article a work location may be defined as a single building or a cluster of buildings by mutual agreement of the parties.

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 Effective January 1, 2016, employees will be paid every two weeks. In the case of a holiday, employees will be paid on the previous business day prior to the holiday.
- 12.03 Effective January 1, 2016, the Employer shall provide "automatic deposit" of net pay to the employee's bank account. In such cases, 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 requirement outlined in Paragraph 12.01. The statement of earning shall include the employee's vacation pay accrued to date.
- 12.04 Corrections to payroll errors are done the day following the payday. The employee 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 and one half (4.5) hours or the length of his/her scheduled shift (whichever is less) at his/her regular rate of pay unless the employee received forty-eight (48) hours notification not to report to work or the unavailability of work is the result of cause beyond the control of the Employer, i.e. fire, flood, strike or an act of God, etc.

Clarity Note: 'Act of God' shall not include disruptions of work related to snowstorms

- 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 work.
- 13.04 The Employer agrees to pay time and one-half ($1\frac{1}{2}$) 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 employees for the purpose of avoiding overtime.
- 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. Nothing in this article shall prevent the Employer from laying off employees pursuant to the lay-off provisions (11.04).
- 13.08 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 unless an alternate arrangement is reached by the parties.
- 13.09 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.

Where the Employer schedules a one-hour unpaid lunch break, employees shall receive a premium of twenty-five (25) cents on all hours worked in addition to all other wages and premiums set out in the Collective Agreement.

Clarity Note: For the two accounts identified by the parties at negotiations as having a one-hour unpaid lunch this provision shall take effect one month prior to the expiry of the employer's service contract with the client.

13.10 All employees must be ready for duty upon commencement of shift. There shall be a five (5) minute personal wash-up period at the end of each regular shift for the purpose of changing clothes, etc.

ARTICLE 14 - HOLIDAYS

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

New Years Day	Good Friday	Victoria Day
Canada Day	Thanksgiving Day	Labour Day
Boxing Day	Christmas Day	Family Day

Employees who have completed seven (7) days of seniority shall be entitled to two (2) paid personal days per contract year.

Employees who have completed one (1) year of seniority shall be entitled to four (4) paid personal days per contract year.

Employees who have completed five (5) years of seniority shall be entitled to five (5) paid personal days per contract year.

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

Unused personal days will not be compensable at anytime.

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

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

- 14.03 Eligible employees who are not assigned to duty on a Holiday named above will be paid their regular pay for the day.
- 14.04 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 ($1\frac{1}{2}$) their regular rate of pay for all hours worked in addition to their regular rate for scheduled hours on that day.
- 14.05 Easter Monday, Truth and Reconciliation Day and Remembrance Day shall be considered regular workdays. In buildings where a portion, or all of the occupants, observe a federal holiday and the Employer instructs an employee not to report for work on these days **this shall be done in writing**, and they shall be entitled to receive their regular pay for the day.
- 14.06 Eligibility - An employee must have passed probation and 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.
- 14.07 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.
- 14.08 Statutory Holiday hours worked will count towards the calculation of overtime hours that week.

ARTICLE 15 - VACATIONS

- 15.01 Vacation entitlement shall be calculated in accordance with Article 10.03 of this agreement.
- 15.02 Employees will be entitled to vacation as follows:
- (a) Employees who have completed twelve (12) months of seniority shall be entitled to two (2) weeks' vacation with pay at four (4%) percent of the employee's gross wages for the previous twelve (12) months of employment.
 - (b) Employees who have completed five (5) years of seniority shall be entitled to three (3) weeks vacation with pay at six (6%) percent of the employee's gross wages for the previous twelve (12) months of employment.
 - (c) Employees who have completed fifteen (15) years of seniority shall be entitled to four (4) weeks vacation with pay at eight (8%) percent of the employee's gross wages for the previous twelve (12) months of employment.
 - (d) Employees who have completed twenty (20) years of seniority shall be entitled to five (5) weeks vacation with pay at ten (10%) percent of the employee's gross wages for the previous twelve (12) months of employment.
- 15.03 Vacation pay shall be paid as a separate line item and/or by a separate cheque.
- 15.04 Vacation requests will be submitted to the Employer by March 15th of each year and will be confirmed by the Employer by April 1st. Vacation time will be allotted on the basis of seniority subject to operational requirements. Requests shall not be unreasonably denied. Employees who miss the cut off date will have their vacation granted based on availability.

15.05 All vacation request forms shall be provided to all employees and all vacation requests shall be responded to in writing by the cut off date as referred to in article 15.04 or within seven (7) calendar days of the request being submitted in all other cases.

ARTICLE 16 - LEAVE OF ABSENCE

16.01 An employee may request 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. Such requests shall not be unreasonably denied. 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 a six (6) weeks leave.

16.02 Bereavement - In the event of the death of an employee's spouse, child, stepchild, 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 for two (2) days.

In the event of the death of an employee's aunt, uncle, 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.

In the event of the death of an employee's spouse's grandparent, 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 being so subpoenaed. The employee will provide evidence that he reported for jury duty or attended as a subpoenaed witness.
- 16.04 Pregnancy 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 in cases of excessive or pattern absenteeism. The Employer will pay for any medical certificate requested by the Company to a maximum of \$20.00. Reimbursement shall be by way of a separate cheque and not subject to regular payroll deductions.
- 16.06 An employee shall be granted one (1) day's 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 Employer, employees are supplied with uniforms comprising of three (3) shirts or blouses and where uniform pants are required either two (2) pairs of pants or up to \$80.00 per year reimbursed to be used for the purchase of pants. Employee must present an acceptable purchase receipt. 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 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.

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.

Each employee is responsible for purchasing his or her footwear. Closed shoes with an anti-slip sole must be worn at work. Where certified safety shoes must be worn on the job, the Company reimburses employees up to one hundred and fifty (\$150.00) dollars every two (2) years upon presentation of an acceptable purchase receipt.

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 Supervisors may perform bargaining unit work for experimentation, training purposes, emergency purposes or as performed prior to the date of ratification of this Agreement.

For the purpose of clarity, persons employed as Special Project Employees prior to August 5, 2015 shall be considered supervisors. Persons hired as Special Project Employees on or after August 5, 2015 shall be included in the bargaining unit.

18.03 Employees temporarily assigned to perform the duties of higher rated classification shall be paid the rate of pay of that classification for the duration of the assignment.

18.04 The parties agree to abide by the Human Rights Code. This will include making reasonable efforts to modify break times to accommodate prayer times or religious fasting.

There shall be no discrimination against any employee on the basis of gender, gender identity, sexual orientation or because of race, religious creed, colour, national origin or age.

18.05 The parties agree to equally share the cost of printing this Agreement.

- 18.06 In the event major changes are made to employees' work assignment or operational changes are made that affect 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, within two weeks of such notice having been received.
 - (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. It is understood that no new classification shall be paid a rate less than as set out in Schedule A
- 18.07 Where the Employer changes an employee's work assignment, the employer shall provide an orientation and familiarization of duties.
- 18.08 Notwithstanding any other article in this Collective Agreement, the parties will meet quarterly to review the issues of mutual concern in the industry.

ARTICLE 19 - BULLETIN BOARDS

- 19.01 Subject to 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.

Employees working at locations requiring a facility Joint Health and Safety Committee (JHSC) must elect an employee in accordance with the OHSA and participate in the Committee's activities as per the facility direction. In accordance with the Occupational Health and Safety Act, a member of the Committee or a Health and Safety Representative shall be deemed to be at work while the member is fulfilling the requirements under the Act and shall be paid their regular rate or premium rate as may be proper.

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.

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

20.05 Employees shall report any work-related accident/injury to his immediate supervisor as soon as it occurs, and both the employee and Employer must follow through with all responsibilities outlined in the Workplace Safety and Insurance Act.

ARTICLE 21 - LIVING WAGE POLICY

21.01 Where the Federal government establishes a policy requiring contractors to provide employees working in government buildings with wages and/or benefits that are superior to those set out in this Agreement, those superior wages and benefits shall become part of this Agreement.

ARTICLE 22 - HEALTH AND WELFARE BENEFITS

22.01 The employer shall enroll all employees who have completed probation into the SEIU Local 1 & 2 Benefit Trust and shall contribute on behalf of eligible employees ninety (\$0.90) cents for every hour worked as well as for every hour of paid vacation. The hourly premium shall increase to ninety-five (\$0.95) cents per hour on July 1, 2024.

22.02 An employee on a 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 per the plan's policy 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.

22.03 These remittances will be used for the provision of a schedule of benefits for eligible employees.

22.04 The Employer shall enroll all eligible employees in the plan on the first day of the month following probation.

22.05 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.

22.06 The Union will provide employers with quarterly reports on enrolment levels in the Union's Benefit Trust for persons covered by this Agreement. It is understood that in order for the Union to meet this obligation, all of the signatories to this agreement must be submitting their premiums electronically and must not be delinquent in their remittances.

ARTICLE 23 - DURATION

23.01 This Agreement is effective from July 1, 2022 and shall continue in effect through June 30, 2025.

For the Company

Shahid K.

ABM Industries

[Signature]

ALCO Janitorial Services

[Signature]

Allen Maintenance Ltd.

[Signature]

Bee-Clean Building Maintenance

[Signature]

Cleanmatters Janitorial Services Limited
/ Dustmoon Maintenance Limited

[Signature]

Compass Group Canada Ltd.

[Signature]
Dexterra

[Signature]

Domus Building Cleaning Company Ltd

[Signature]
Dow Building Cleaners

[Signature]

Evipos Janitorial Services Limited

[Signature]

GDI Services (Canada) LP/ Empire Maintenance

[Signature]

Hallmark Housekeeping Services Inc.

For the Union

[Signature]

Tom Galivan

Mary Sardella - Dir HR
Impact Cleaning Solutions



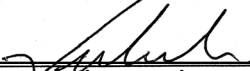
ION Cleaning Solutions



iRestify



Kleenway Services



M.A. Independent



Nasco Building Cleaning Inc.



National Maintenance



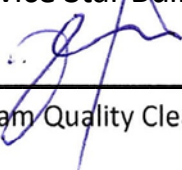
Scandinavian Building Services



Service Ménagers Roy (Les)



Service Star Building Cleaning Inc.



Siloam Quality Cleaning Services

SCHEDULE "A" – CLASSIFICATIONS AND WAGES

	July 1 st 2022	Jan 1 st , 2023	July 1 st 2023	Jan 1 st , 2024	July 1 st 2024	Jan 1 st , 2025
Minimum Increases	\$0.70	\$0.30	\$0.50	\$0.30	\$0.50	\$0.30
Cleaner	\$16.90	\$17.20	\$17.70	\$18.00	\$18.50	\$18.80
Day Porter	\$16.90	\$17.20	\$17.70	\$18.00	\$18.50	\$18.80

Note: Probationary employees will receive a rate that is 25 cents less than the minimum rate.

Persons employed on the date of ratification shall suffer no reduction in wages or any other employment entitlement.

Wage Protection

(a) No employee shall receive a wage increase on the above dates that is less than prescribed above.

(b) Effective January 1, 2023, if the provincial government increases the minimum wage by an amount that is greater than the combined wage increases in any calendar year of this agreement the wage rates will be adjusted upward to account for the difference. (For example: If the minimum wage is increased by 85 cents on October 1, 2023; the wage increase for October 1, 2023 will be 35 cents instead of 30 cents.)

Premiums :

Overnight Shift	\$0.50
Leadhand/Special Projects	\$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.

The shift premium shall be included in the payment of Personal Days, Holiday Pay, Vacation Pay, Pension Contributions.

The parties agree that at no time will any person covered by this agreement earn a wage rate less than 0.50 cents/hour above the minimum wage.

SCHEDULE “B” - RETIREMENT SECURITY

The Employer shall enroll all eligible employees into the Multi-sector Pension Plan with the terms and conditions outlined in Schedule “B”.

In this Article, the terms used shall have the meanings described:

1. (a) “Plan” means the Multi-Sector Pension Plan
- (b) “Applicable Wages” means the basic straight time wages for all hours worked and in addition;
 - (i) The straight time component of hours worked on a holiday; and
 - (ii) Holiday pay, for the hours not worked; and
 - (iii) Vacation pay; and
 - (iv) Sick pay paid directly by the Employer (but not short-term indemnity payments paid by an insurer) which results in the Employee receiving full payment for the hours missed due to illness. Applicable wages include any sick pay which an Employee is permitted to receive in cash despite not having been absent from the workplace; andAll other payments, premiums, allowances and similar payments are excluded.
- (c) “Eligible Employee” means all employees in the bargaining unit who have completed probation with the Employer.
2. Commencing April 1, 2022 each Eligible Employee shall contribute for each pay period an amount equal to 1% of Applicable Wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to 1% of Applicable Wages to the Plan.

Effective April 1st, 2025, each Eligible Employee shall contribute for each pay period an amount equal to 2% of Applicable Wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to 2% of Applicable Wages to the Plan.

3. The Employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable. The Employer shall remit all contributions in the manner directed by the Administrator of the Plan.
4. The Employer agrees to provide to the Administrator of the plan, on a timely basis, all information required pursuant to the Pension Benefits Act, R.S.O. 1990, Ch. P-8, as amended, and *Income Tax Act* (Canada) which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. If maintained by the Employer in electronically readable form, the information shall be provided in such form to the Plan if the Administrator so requests.

For further specificity, the items required for each Eligible Employee by Article 4 of the agreement include:

(a) To be provided at Plan Commencement

date of hire;

date of birth;

Social Insurance Number;

date of first contribution;

seniority list to include hours from date of hire to Employer's fund entry date;

gender.

(b) To be provided with each Remittance

name;

Social Insurance Number;

monthly remittance;

pensionable earnings;

year to date contributions;

employer portion of arrears owing due to error, or late enrolment by the Employer.

(c) To be provided initially and as Status Changes

full address;

termination date where applicable (MM/DD/YY);

marital status, and any change to marital status;

date of death (if applicable);

(d) To be provided annually but no later than December 31

current complete address listing for all Eligible Employees;

period(s) of absence due to illness or disability, including WSIB (while Employee retains seniority);

period(s) of lay-off, while subject to recall;

period(s) of absence for pregnancy or parental leave;

period(s) of strike or lockout;

other leaves of absence.

hours worked by employees covered by the collective agreement who are not yet eligible employees, in the month and cumulatively since their date of hire.

5. The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust establishing the Multi-Sector Pension Plan and the rules and regulations of the Plan adopted by the Trustees of the Plan, both as may be amended from time to time. In addition, the Employer agrees to enter into a Participation Agreement with the Trustees of the Plan in the form attached hereto as Schedule "B".
6. The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan or be responsible for providing any such benefits.

The Union and the Employer acknowledge and agree that under current pension legislation, and/or regulations, the Employer has no requirement to fund any deficit in the Plan but is required to contribute only that amount as required by the Collective Agreement in force between the parties. It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer's obligation to contribute to the Plan exceeds the amount specified in the Collective Agreement then in force, the parties will negotiate a method to relieve the Employer of this increased obligation to the extent that any such obligations exceed those which the Employer would have if the Plan were a defined contribution plan.

LETTERS OF UNDERSTANDING

Letter of Understanding #1: Job Descriptions

Within four (4) months from the date of ratification the parties will form a committee to develop Job Descriptions. If the parties cannot reach an agreement the matter will be referred to Interest Arbitration.

Letter of Understanding #2: Grocery Stores and Big Box Stores.

WHEREAS the parties are signatories to a collective agreement encompassing employees of the Employer in the City of Ottawa, and;

WHEREAS the collective agreement encompasses Grocery Stores and Big Box Stores that are 35 000 square feet or larger, and;

WHEREAS the parties acknowledge that this work is currently difficult to self perform;

BE IT RESOLVED:

1. During the term of this collective agreement the employer shall be permitted to subcontract work at Big Box Stores and Grocery Stores outside of the collective agreement provided:
 - a) The account is not currently unionized by SEIU or another bargaining agent.
 - b) The account is not unionized by SEIU or another bargaining agent at the time the account is awarded to the contractor.

2. This Letter of Understanding forms part of the collective agreement.

Letter of Understanding #3: Maintenance of Standards

Should the Employer acquire new job sites that are unionized with superior wages and/or benefits those terms will be recognized and maintained.

Should the Employer 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.

Where the 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.

Letter of Understanding #4: Non-Union Tenders

Where a non-union account goes out for tender nothing in this Agreement shall prevent the Union and the Employer signatories to this Agreement from agreeing to terms and conditions for the account that are less than those provided for in this Agreement.

Letter of Understanding #5: Excluded Accounts

Accounts that fall within the scope of this Agreement but that are currently excluded by agreement of the parties shall be folded into this Agreement upon the ratification of the Agreement.

Letter of Understanding #6: Most Favoured Nations Clause

If the Union agrees to different economic terms and conditions more favorable to any Employer performing work covered under the scope of this Agreement, those terms and conditions shall apply to any other signatory Employer of the Agreement. Enforcement of this side letter shall be through the grievance and arbitration provisions of the Agreement.

ADDENDA AND MEMORANDA OF SETTLEMENT

#1 Memorandum of Settlement: Handymen at the University of Ottawa (Dexterra)

**#2 Memorandum of Settlement: Baggage Handlers at Ottawa International Airport
(Bee Clean)**

#3 Memorandum of Settlement: Special Project Work at Ikea (Kleenway Services)

**Memorandum of Agreement
Re: U of Ottawa Handymen**

Between the parties:

Service Employees International Union Local 2
Brewery, General and Professional Workers Union (The Union)

-and-

Dexterra (The Employer)

Whereas persons employed as Handymen at the University of Ottawa are encompassed by the city-wide collective agreement between the parties, and;

Whereas the parties wish to establish the terms and conditions of employment for this employee group;

Be it resolved, all of the terms and conditions of the collective agreement shall apply to this group of employees except as where amended below:

1. WAGES

The general wage increases shall be as follows:

July 1 st 2022	Jan 1 st , 2023	July 1 st 2023	Jan 1 st , 2024	July 1 st 2024	Jan 1 st , 2025
\$.70	\$.30	\$.50	\$.30	\$.50	\$.30

The minimum rates for Handymen in residence shall be as follows:

July 1 st 2022	Jan 1 st , 2023	July 1 st 2023	Jan 1 st , 2024	July 1 st 2024	Jan 1 st , 2025
\$17.90	\$18.20	\$18.70	\$19.00	\$19.50	\$19.80

The minimum rates for Handymen in campus buildings shall be as follows:

July 1 st 2022	Jan 1 st , 2023	July 1 st 2023	Jan 1 st , 2024	July 1 st 2024	Jan 1 st , 2025
\$19.90	\$20.20	\$20.70	\$21.00	\$21.50	\$21.80

Signed 11/10/2022

The Employer

James Desjardins

The Union

Sharoni Mitra

Page 1 of 2

**Memorandum of Agreement
Re: Baggage System Operators**

Between the parties:

Service Employees International Union Local 2
Brewery, General and Professional Workers Union (The Union)

-and-

Bee Clean Building Maintenance Inc. (The Employer)

Whereas persons employed as Baggage System Operators at the Ottawa Airport are encompassed by the city-wide collective agreement between the parties, and;

Whereas the parties wish to establish the terms and conditions of employment for this employee group;

Be it resolved, all of the terms and conditions of the collective agreement shall apply to this group of employees except as where amended below:

1. WAGES

The wage rates for Baggage Systems Operators shall be as follows:

Minimum Rates:

July 1, 2022	Jan 1, 2023	July 1, 2023	Jan 1, 2024	July 1, 2024	Jan 1, 2025
17.40	17.70	18.20	18.50	19.00	19.30

Note: Probationary employees will receive 25 cents per hour less than the above wage rates.

Premiums:

- **\$0.50/hr for evening shift (5 pm to 11 pm)**
- **\$0.70/hr for night shift (11 pm to 5 am)**

- **\$1.75/hr for Lead Hand Premium**

Clarity Note: The Evening/Night Shift Premium and the Leadhand Premium shall be pyramided where applicable.

Wage Protection

- **No employee shall receive a wage increase on the above dates that is less than prescribed above.**
- **Effective January 1, 2023, if the provincial government increases the minimum wage by an amount that is greater than the combined wage increases in any calendar year of this agreement the wage rates will be adjusted upward to account for the difference.**

2. BENEFITS

The provision of Health and Welfare Benefits shall be in accordance with the following:

- c) **Baggage Systems Operators** who have completed their probation period and who work twenty-four (24) hours or more per week shall be entitled to benefits on the following basis:

The Employer shall contribute one hundred and thirty dollars (**\$138.66**) per month plus applicable taxes to the Service Employees International Union Local 1 and 2 Health and Welfare Benefit Trust Fund. **Effective July 1, 2024, this amount shall increase to \$147.32 per month plus applicable taxes.**

The Employer shall enroll all eligible employees in the plan on the first day of the month following probation.

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.

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.

- d) Employees who work less than twenty-four hours per week shall receive benefits in accordance with the city-wide collective agreement.

3. HOURS OF WORK AND OVERTIME

Article 13 of the collective agreement shall be amended to read:

- 13.01 The normal work schedule for each employee shall be made available to an employee or union Representative upon request.
- 13.02 The parties agree to meet as soon as possible following the signing of this agreement to discuss ways to provide as many full time positions as can be accommodated while meeting operational requirements.
- 13.03 An employee who reports for his / her scheduled shift and finds that no work is available, will be paid for four and one half (4.5) hours or the length of her scheduled shift (whichever is less) at his/ her regular rate of pay unless the employee received prior notification not to report to work or the unavailability or work is the result of cause beyond the control of the Employer, i.e. fire, flood, strike or an act of God, etc.
- 13.04 The Employer agrees to distribute excess work on the basis of seniority

to those employees who have indicated they wish to perform extra work on a posted sign-up sheet. This work will be offered to employees in the classification normally assigned to perform work.

- 13.05 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.
- 13.06 The Employer will not reschedule any employees for the purpose of avoiding overtime.
- 13.07 Available overtime opportunities shall be offered on the basis of seniority, to employees who have expressed their desire to work overtime, and are available.
- 13.08 The parties agree that shift changes between employees shall not be unreasonably denied.
- 13.09 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 cost. Nothing in this article shall prevent the employer from laying off employees pursuant to the lay-off provisions (11.2).

4. BULLETIN BOARDS

New Article 19.02:

- 19.02 The seniority list shall be posted every three months on the Union bulletin board and shall at a minimum include the employee's name and hiring date. Seniority for employees hired on the same date shall be determined according to the employee with the lower employee number (last three digits).

5. HEALTH AND SAFETY

New Article 23.05:

The parties agree to meet as soon as possible following the signing of this agreement to discuss ways to provide employees with work gloves, padded working mats, hearing protection earmuffs and appropriate summer and winter clothing.

6. EMPLOYEE PARKING

The Employer shall provide monthly employee parking passes for employees who regularly drive their own vehicle to work.

7. BOOT ALLOWANCE

Paragraph six of Article 17.01 will be amended to read as follows:

Each employee is responsible for purchasing his or her footwear. Closed shoes with an anti-slip sole must be worn at work. Where certified safety shoes must be worn on the job, the Company reimburses employees up to one hundred **(\$200.00)** dollars every two (2) years upon presentation of an acceptable purchase receipt.

Signed _____-2022.

The Employer



The Union



MEMORANDUM OF AGREEMENT (Ikea)

Between:

Kleenway Services. ("Kleenway")

And:

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 2 ("the Union")

(collectively "the Parties")

Whereas on-going discussions have taken place between the parties concerning work assignments, duties, tasks, job classifications and scope for Kleenway's operations at Ikea (2685 Iris St) in Ottawa ON which started in September 2022;

And whereas employees of Kleenway at Ikea are covered by a collective agreement with the Service Employees International Union Local 2;

Be it resolved:

1. The parties are entering an agreement to classify employees conducting cleaning, dishwashing, cart collecting, and item transportation duties at Ikea as "special project" workers who will receive a \$0.50 special project premium as per the terms of the collective agreement.
2. Any employee conducting a combination of these duties shall receive the special project premium.
3. Any employee conducting a combination of these duties shall remain a member of the Bargaining Unit.

Signed October 26th 2022.

Sharoni Mitra

For the Union

Per: Kleenway Services
George Kakarelis
GKah

For the Employer