



# **COLLECTIVE AGREEMENT**

between

**KOPRASH INVESTMENTS INC.  
c.o.b. SUNLITE CLEANERS  
COUNTY OF SIMCOE**

and

**PUBLIC SERVICE ALLIANCE OF CANADA  
LOCAL 000636**

**Effective October 01st, 2008 to July 31, 2011.**

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## Article 1 – Purpose

1.01 The general purpose of the Agreement between the Company and the Union is to establish and maintain:

- a) mutually satisfactory and orderly collective bargaining relations;
- b) a procedure for the prompt and equitable handling of grievances;
- c) satisfactory working conditions, hours of work and wages, for all Employees who are subject to the provisions of the Agreement.

1.02 Use of the masculine gender in this Agreement shall be considered also to include the feminine.

## Article 2 – Recognition and Scope

2.01 The Employer which carries on business as Sunlite Floor Cleaners recognizes the Public Service Alliance of Canada as the sole and exclusive bargaining agent for all employees of the Employer described in the certificates issued March 21, 2003.

All Employees of Koprash Investments Inc. c.o.b. Sunlite Floor Cleaners, in the County of Simcoe, save and except inspectors, supervisors and persons above the rank of supervisors (the "Bargaining Unit")

2.02 Cumbents of new positions created by the Employer, following the date of signing of this agreement, shall automatically be included in the bargaining unit unless specifically excluded by mutual agreement or by virtue of being covered by another bargaining unit as specified by the Labour Relations Board.

2.03 When the Employer successfully bids on a new contract during the term of this Collective Agreement and such contract is located in the geographic area covered by this Collective Agreement, then the Company will pay new Employees at their present rate of pay and seniority will be recognized. New Employees will then fall under the Collective Agreement for future pay increases. With the exception of rate of pay, the parties agree that all other terms and conditions of this agreement shall cover Employees at any new contract.

2.04 Non-Bargaining Unit Employees will not perform duties normally assigned to those who are covered by this Agreement, except in emergencies, when regular Employees are not available.

2.05 During the term of this Agreement, the Company agrees not to contract out work which is normally performed by members of the bargaining unit while Employees are laid off, working reduced hours, or which would reduce the work force.

### Article 3 – Definition

For the purpose of this agreement:

- a) "Client" means a specific party with whom the Company has a contract (e.g. PWGSC at Base Borden);
- b) "Contract" means an agreement under which the Company provides services to a specific party (e.g. Agreement between the Company and PWGSC at Base Borden);
- c) a "full – time Employee" means an Employee employed in the bargaining unit described in 2.01 who regularly works more than twenty-four (24) hours per week;
- d) a "part – time Employee" means an employee employed in the bargaining unit described in 2.01 who regularly works twenty-four (24) hours per week or less.
- e) Union means the Public Service Alliance of Canada (PSAC) and Local 000636
- f) The Feminine or Masculine gender may be used interchangeably throughout this agreement; whenever one gender is used, it shall be construed as meaning the other, if the facts or contents require.

### Article 4 – Management Rights

4.01 Except and to the extent specifically modified by the Agreement, the Union recognizes and acknowledges that the management of the Company, its facilities and direction of its Employees are fixed exclusively in the Company. Without limiting the generality of the foregoing, the Company has the right to:

- a) maintain order, discipline and efficiency and in connection therewith to make, alter and enforce from time to time reasonable rules and regulations, policies and practices to be observed by its Employees, and

to discipline or discharge Employees, provided that an Employee has completed his probationary period, for just cause in accordance with the agreement;

- b) select, hire, transfer, assign to shifts and work areas, promote, demote, classify, lay-off and recall Employees, and
- c) determine the location of operations, and their expansion or curtailment; the direction of the work force; the scheduling of hours of work and operations; the number of shifts, the methods and processes to be employed, job content, quality standards, the establishment of work or job assignments; the qualifications of an Employee to perform any particular job; the nature of tools, supplies, equipment and machinery used and new or improved methods, the number of Employees needed by the Company at any time and how many shall work on any job, the number of hours to be worked, starting and quitting times:

4.02 Where the rights, power and authority itemized above are modified or limited by the terms and provisions of this Agreement, they shall only be modified or limited to the extent specifically provided for therein.

## **Article 5 – Employee Status**

- 5.01 An Employee's status from full-time to part-time or part-time to full-time shall not change without the approval of the Employee.
- 5.02 An Employee will be considered as a probationary Employee for his first three (3) months of employment and will have no seniority rights during that period. After completion of his probationary period, the Employee's seniority shall date from his most recent date of hire.
- 5.03 The parties agree that probationary Employees may be laid off, dismissed or terminated without cause during the probationary period.

## **Article 6 – Reduction of Work**

- 6.01 The Company agrees to keep the Union informed of reductions and/or cancellations affecting contracts and will, if requested, provide written confirmation within one week of receiving formal notification from a client of intent to reduce or cancel a contract.

## **Article 7 – Check Off**

- 7.01 Subject to the provisions of this Article, the Company will as a condition of employment, deduct an amount equal to ~~the~~ membership dues from the pay of all Employees in the bargaining unit. ~~Such~~ membership dues shall be in accordance with the Union's ~~constitution~~ and by-laws. All bargaining unit Employees shall, as a condition of ~~their~~ continued employment, become and remain members in ~~good~~ standing of the Union. Such membership shall begin upon the initial date of employment.
- 7.02 For the purpose of applying this Article, deductions from pay for each Employee will start on the first payday on ~~which~~ the Employee has earnings.
- 7.03 The Union shall inform the Company in writing of the percentage of gross wages to ~~be~~ checked off for each Employee.
- 7.04 The amounts deducted in accordance with Clause 7.01 shall be remitted to the Comptroller of the Union by cheque ~~no~~ later than fifteen (15) days allowing each month when deductions are made and shall be accompanied by particulars identifying each Employee and the deductions made on the Employee's behalf.
- 7.05 ~~No~~ Employee organization, other than the Union, shall ~~be~~ permitted to have membership dues and other monies deducted by the Company from the pay of Employees in the Bargaining Unit.
- 7.06 The Union agrees to indemnify and save the Company harmless against any claim or liability arising out of the application of this Article, except for any claims or liability arising out of the application of this Article committed by their Company limited to the amount ~~actually~~ involved in the error.

## **Article 8 – No Discrimination**

- 8.01 The parties agree that there will be no intimidation, discrimination, interference, disciplinary action, restraint or coercion exercised or practiced by either party or their representatives or members because of the Employee's membership or non-membership in the Union or by reason of age, race, creed, colour, ethnic origin, religious affiliation, sex, sexual orientation, family status, mental and physical disability, marital status, citizenship, or a conviction for which a pardon has been granted as such terms are defined in the Ontario Human Rights Code.



- 8.02** It shall not be considered discrimination by the Company and Management if the client does not approve an Employee for employment or demands the termination of an Employee in writing setting out reasons for termination.
- 8.03** By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with discrimination. The selection of the mediator will be by mutual agreement.

## **Article 9 – No Sexual Harassment**

- 9.01** The Union and the Company recognize the right of Employees to work in an environment free from sexual harassment and agree that sexual harassment will not be tolerated in the workplace.
- 9.02** At any level in the grievance procedure, if a person hearing the grievance is the subject of the complaint, another Company representative shall attend.
- 9.03** By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with sexual harassment. The selection of the mediator will be by mutual agreement. The Company and the Union shall share the costs of the mediator equally.

## **Article 10 – Use of Employer Facilities**

- 10.01** Unless access is denied by the Client, a duly accredited representative of the Public Service Alliance of Canada shall be permitted access to the worksite to assist in the resolution of a complaint or grievance and to attend meetings called by management or the Union. The said Union representative shall conduct himself in a manner which will not interfere with the normal operation of the Client premises during his visit.
- 10.02** Except as specifically set out in this agreement, the Union agrees that, except as provided for in this Agreement, there will be no Union activity of Employees of the Company during regular work hours on the premises of the Company, and job sites except by agreement with the Company in Writing.

## **Article 11 – Information**

- 11.01** The Company shall provide to the local Union President, on a quarterly basis, a complete list of all persons employed by the Company, in the

client work location. This list shall indicate who is included and who is excluded from Check-Off.

- 11.02** The Company shall provide the local, within a period of fifteen (15) days, with the names and classification of newly hired Employees.
- 11.03** The Company agrees to supply each Employee with a copy of this agreement and will endeavor to do so within one (1) month after receipt from the printer. The parties agree the cost of printing the Collective Agreement will be paid by the Union.
- 11.04** The Company shall ensure that new Employees receive the Union information package along with the Company hiring package. This package shall include, but not be restricted to, the Collective Agreement and names and addresses of Union representatives but not inappropriate material.
- 11.05** The Company agrees to provide to the President of the Local Union of PSAC a copy of the Company's current organization chart for the work site as amended from time to time.
- 11.06** The Company shall post a bulletin board which will be used for the posting of positions available, minutes of labour management meetings, notices of Union meetings and other matters of concern to Employees. The bulletin board will be located at a mutually agreeable site on client location subject to client approval.

## **Article 12 – No Strike – No Lockout**

- 12.01** The parties having entered into this Collective Agreement in mutual good faith, the Company agrees there will be no lockout and the Union agrees there will be no strike, slow down or other activity either complete or partial which could interfere with or restrict operations during the term of this Agreement.
- 12.02** An Employee of the bargaining Unit shall not honour any picket lines at any location for which the Company provides cleaning services during the Employee's scheduled working hours. Employees shall cross all such picket lines (subject to their own physical safety) but shall only be required to perform their regular duties and shall not be required to perform the duties of any striking or picketing Employees.
- 12.03** Where an Employee expresses a concern for their safety in attempting to cross a picket line or any demonstrations on, or at, the Company's

premises, the Company will ensure a safe access to the work place. No Employee will be disciplined for expressing concern for their safety.

## **Article 13 – Union Representation**

- 13.01** The local Union of PSAC agrees to provide annually, or upon amendment, a copy of the Union's current organization chart to the Company.
- 13.02** The Union shall furnish the Company with a list of Local Officers and Representatives at the beginning of each contract year, and shall amend these lists at the end of each month that changes occur.
- 13.03** Where practical, when the Company requires the presence of a Union representative at a meeting, such request will be communicated to the Employee's supervisor.
- 13.04** The Company recognizes the right of the Union to elect or appoint one (1) Chief Steward – plus one (1) of the President, Vice-president, Secretary/Treasurer of the Local ("Union Representative") for the purpose of assisting other Employees in the processing or presentation of grievances. The Union shall at all times keep the Company notified in writing of the names of the Employees who are acting in the capacity of Stewards. The Stewards and Union Representatives shall deal only with grievances arising under this Agreement.
- 13.05** It is understood that the Steward will have to do the work assigned to him by the Company, and if it is necessary that he investigate a grievance during working hours, he will not leave his work before obtaining the permission of the Supervisor in charge. Permission may be refused at the discretion of the Supervisor or Company Designate. When returning to his regular work, he will report himself to the Supervisor, and if he is requested to do so, will give an explanation as to his absence and its length. It is understood that whenever possible, the Steward will take care of grievances outside of his working hours, in order not to interfere with his work.
- 13.06** The Union will, within fifteen (15) days after the date of signing of this Agreement, notify the Company, in writing, of the names of the Stewards. The Union will inform the Company, in writing, within ten (10) days when any change will take place in the Stewards. No Steward will be recognized by the Company unless the above procedure is carried out and no Steward shall be appointed or elected unless he has completed the probationary period.

13.07 The Company will compensate Stewards at their regular straight time hourly rate of pay for time spent in grievance meetings with the Company if a grievance meeting takes place while Stewards are on shift. Grievance meetings will, whenever possible be held after working hours.

## Article 14 - Discipline

14.01 The Company agrees that discipline should be progressive and corrective in nature and depending upon the nature of the infraction, should normally commence with a verbal warning or counseling.

14.02 The parties agree that the only forms of discipline that may be imposed upon an Employee are: verbal warning or counseling, a written warning, a formal warning, suspension and discharge.

14.03 When an Employee is suspended from duty or terminated, the Employer undertakes to notify the Employee in writing of the reason for such suspension or termination. The Employer shall endeavor to give such notification at the time of suspension or termination.

14.04 When an Employee is required to attend a meeting, the purpose of which is to conduct a disciplinary hearing concerning him or her or to render a disciplinary decision concerning him or her, the Employee is entitled to have, at his or her request, a representative of the Union attend the meeting. Where practicable, the Employee shall receive a minimum of one (1) day notice of such a meeting.

14.05 The Company shall notify the local representative of the Union as soon as possible that such a suspension or termination has occurred.

14.06 The Company agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an Employee the content of which the Employee was not aware of.

14.07 Any document or written statement related to disciplinary action, which may have been placed on the personal file of an Employee, shall be destroyed after thirty (30) months has elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period.

14.08 It being understood by the parties hereto that the Company and its Employees be subject to the authority and satisfaction of the Company's clients, the Company has the right to discharge an Employee for the following reasons:

- a) If an Employee is in a **conflict** of interest situation with the client of the Company;
- b) If an Employee is booking off shifts to work for another Company;
- c) If an Employee is laid off for a continuous period exceeding twelve (12) months;
- d) If an Employee has not completed his probationary period;
- e) If a client of the Company **Requests** In writing to have an Employee removed from the client's **Site** at which work is to be performed;
- f) If an Employee commits a criminal offence under the **Criminal** Code of Canada or such other statute of Canada or Ontario;
- g) If an Employee fails to return to work on the first scheduled day following the expiration of an authorized leave of absence unless the Employee notifies the Company in writing at least twenty four (24) hours in advance or utilizes a leave of absence for the purpose other than those for which the leave of absence was granted unless such notice is not possible because of an emergency situation;
- h) If an Employee is absent for five (5) consecutive working days without **notifying** the Company or is absent for this period without a reason satisfactory to the Company in its discretion.

14.09 When a client considers the Employee to be unsuitable, either on initial assignment or at any subsequent time, and the client puts their concern in writing to the Company, the Company shall review the concerns of the client and will try to reconcile the situation.

14.10 Where the Company is unable to reconcile the situation to the satisfaction of the Client, the Employee shall be transferred to another building if reasonably possible. If the Employee cannot be transferred to another building, the Employer shall offer the Employee a position at another Client Job Site at that applicable rate of pay and hours. Failing all of the above, the Employee shall be discharged.

## **ARTICLE 15 – GRIEVANCE**

15.01 The purpose of this Article is to provide an orderly method for the settlement of a dispute between both parties over the interpretation, application or alleged violations of any provisions of this Agreement.

**15.02** Any level in the grievance procedure shall be waived if a person hearing the grievance is a subject of the complaint.

**15.03** The parties to this Agreement agreed that it is of the utmost importance to address the complaints and grievances as quickly as possible, Accordingly, no grievance shall be arbitral where the circumstances giving rise to it occurred or originated more than eight (8) calendar days before a complaint is brought in writing by a designated Union Representative to the Site Co-coordinator.

#### Grievance – Complaint Stage

**15.04** An Employee who has a complaint which may result in a grievance shall **notify** a union Steward who in turn shall **notify** a designated Union Representative who shall submit such complaint in writing to the Site Co-coordinator at a regular weekly meeting (~~the~~ "Weekly Meeting") which shall be held on a designated day each week immediately following the shift worked by the designated Union Representative at the Signing **Office**. The designated Union Representative shall be paid his/her regular rate for one (1) hour for each Weekly Meeting. The time limit set out in **15.03** above may be extended by mutual agreement in writing by the designated Union Representative and the Site Co-coordinator.

#### Grievance – Step 1

If the complaint is not settled within seven (7) calendar days of the Weekly Meeting, the Employee, with the Griever and the designated Union Representative, shall meet with the Site Co-Coordinator at the next Weekly Meeting and the Site Co-Coordinator shall communicate the Site Co-Coordinator's position in writing to the Griever and designated Union Representative within seven (7) calendar days of such weekly meeting.

#### Grievance – Step 2

Should the Site Co-Coordinator's position be unsatisfactory to the Griever, the matter shall be brought in writing to the attention of the Company's President within seven (7) calendar days. The Company President or his/her designate shall convene a meeting with the Griever and the Alliance Representative and the designated Union Representative as soon as practically possible, but not later than forty-two (42) calendar days after the Company receives notification that such a meeting is desired.

In the event that the grievance is not settled to the Griever's satisfaction within fourteen (14) calendar days, it may be referred to arbitration by written notice given by the Union to the Company within fourteen (14) calendar days in

accordance with the procedure and conditions in the arbitration clause hereinafter ~~set~~ forth.

15.05 Discharge— A claim by an Employee other than a probationary Employee that he has been unjustly discharged or suspended shall ~~be~~ treated as a grievance if a written statement of ~~such~~ grievance is lodged with the Company President or his Designate within seven (7) working days after the Employee ceases to work for the Company. A grievance concerning discharge shall follow the ~~timeline~~ set out in Step 2 thereafter.

15.06 Where a difference arises between ~~the parties~~ relating to the interpretation, application or ~~administration~~ of this Agreement, including any question as to whether a matter is arbitral, or where an allegation is made that this agreement has been violated, either of the parties after properly exhausting all Steps of the Grievance procedure set forth in this Agreement, may notify the other party in writing of its desire to submit the ~~difference~~ or allegation to arbitration and the notice shall contain the first party's suggestions for an impartial Arbitrator. The recipient of the notice shall within fourteen (14) calendar days inform the other party of the name of its suggestions. If the recipient of ~~the~~ notice fails to suggest an Arbitrator or if the parties fail to agree upon an Arbitrator within fourteen (14) calendar days, the appointment shall be made by the Minister of labour for the Province of Ontario upon the request of either party.

15.07 The Arbitrator will hear and determine the difference or the allegation and shall issue a decision and the decision is final and binding upon the parties and upon the Company and any Employee affected by it. Before proceeding to arbitration the parties hereto may mutually agree in writing to appoint a mediator satisfactory to both to attempt to have the parties settle their dispute, the cost of such mediator to be shared equally by the parties.

15.08 The Arbitrator shall not be authorized to make any decision which is contrary to, or inconsistent with, the provisions of this Agreement, or to deal with any matter which is not covered by this Agreement. The decision of the Arbitrator shall be binding on both parties.

15.09 The ~~compensation~~ and expenses of the Arbitrator shall in all cases be borne equally by the Company and Union.

15.10 Each party to the Arbitration shall pay its own costs and expenses of any witness which it ~~called~~.

15.11 Grievances which involve Company policy in respect to interpretation, application, ~~administration~~, or alleged ~~violation~~ of the Agreement, may be processed commencing at Step 1 of this Grievance Procedure.

15.12 The foregoing time limits may be altered by mutual agreement in writing between the parties.

## Article 16 – Seniority

16.01 Seniority shall mean an Employee's length of continuous service with the Company. Seniority for purposes of lay-off, job posting, request for vacation, but not amount of vacation, shall be the date of hire with the Company and predecessor Employer for the Client. Seniority for all other purposes shall be the date of hire with the Company.

16.02 Seniority lists will be prepared by the Union presented to the Company and will be posted by the Company for a period of fourteen (14) calendar days within one (1) month after the signing of this Agreement. After such posting, the list shall become final as to the Employee's names and dates designated on it, except as it relates to any Employee who has disputed the accuracy of his seniority date while the list was posted, in which case it will be subject to any adjustment under the Grievance Procedure if established to be inaccurate. Seniority will be brought up-to-date every twelve (12) months and a copy will be given to the Steward of the Local Union and a copy posted on the bulletin board. All Employees will be on probation until they have completed three (3) months with the company.

16.03 An Employee's seniority will be lost if he:

- a) quits the employ of the Company for any reason;
- b) is discharged and is not reinstated through the Grievance Procedure or Arbitration;
- c) is laid off for a continuous period exceeding twelve (12) months;
- d) fails to return to work within three (3) working days of being notified of recall. An Employee shall be deemed to be notified of recall on the second (2<sup>nd</sup>) day following the posting of a registered letter to that effect addressed to the Employer's most recent address on the Company's files;

***Note: It shall be the responsibility of the Employee to keep the Company informed of his current address and telephone number.***

- e) fails to return to work on the first scheduled day following the Expiration of an authorized leave of absence unless the Employee notifies the Company in writing at least twenty-four (24)



Hours in advance or utilizes a leave of absence for purposes other Than those for which the leave of absence was granted unless such notice is not possible because of emergency situations;

f) is absent for five (5) consecutive working days without notifying the Company or is absent for this period without a reason satisfactory to the Company in its sole discretion:

g) retires or is retired.

16.04 In the cases of increases or decreases in the work force, senior Employees shall be entitled to preference over junior Employees provided that the senior Employee has the **ability** and qualifications to perform the available work. Seniority rights shall not be exercised, however, to displace an Employee in a higher-rated classification. It is agreed that probationary Employees will be laid off first.

16.05 In regard to any claim by an Employee that he maintains seniority during a **period** of personal illness, it is understood that the Company shall have the right to require any Employee affected to provide a medical certificate satisfactory to the Company.

16.06 It shall be the duty of Employees to notify the Company promptly in writing of any change in their address. If an Employee fails to do this, the Company will not be responsible for failure of any notice to reach such Employee.

16.07 When a member of the bargaining unit applies for and is hired at another Sunlite worksite within Sunlite Cleaners (Base Borden, Petawawa, or Trenton), the employee shall carry their seniority from one worksite to another. There shall be no probationary period. The employee shall apply within thirty (30) days of relocation.

## Article 17 - Transfer

17.01 The parties agree that the nature of the cleaning services business requires the Company to transfer Employees from one Client location within each contract to another.

## Article 18 – Staffing

18.01 The Company shall post all permanent vacancies including newly created positions, in the bargaining unit, except the Company is not required to

post vacancies of a temporary nature including vacancies known to be of ~~six~~ (6) months or less. Permanent vacancies herein shall include only the Crew Chief and Heavy Duty positions, both full-time and part-time.

**18.02** The postings shall be for a minimum of ten (10) calendar days. The closing date shall be identified on all postings. For the purposes of Job Posting, periods of time referred to in days shall be deemed to mean such periods of time calculated on consecutive calendar days, exclusive of weekends and Statutory Holidays.

**18.03** The posting shall contain the following information;

- a) The summary of duties of the position to be filled;
- b) The salary/hourly rate for the position(s);
- c) The number of positions being filled as a result of the competition;
- d) The threshold qualifications required for the position(s), including education, knowledge, abilities, skills and experience. Such qualifications will be reasonable and reflect the minimum requirement of the position(s) being filled.

The Company may consider an applicant with demonstrated abilities and experience in lieu of other relevant qualifications. In such cases, The Company will identify this on the posting.

**18.04** A copy of the posting shall be forwarded to the Union prior to posting on the notice Board.

**18.05** Except where a posting has been cancelled, in the event that a revised posting is issued prior to the closing date, the original closing date of the posting shall be extended by seven (7) days.

**18.06** All Employees who apply for a job posting shall be considered to be candidates in the selection process and shall be entitled to have their qualifications for the position(s) considered by the Company. The qualifications of the candidates will be evaluated against the posted qualifications for the position(s). The applicant with the most seniority meeting the required posted qualifications shall be awarded the position provided that the client has not objected to the choice in writing. Where none of the candidates meet the qualifications and requirements of the position(s), the Company may cancel the posting or re-post the position internally before recruiting from outside to fill the position(s) at the Company's discretion.

The candidate(s) in the bargaining unit shall be advised of the results of the competition as soon as practicable after the selection is made.

- 18.07** The Company shall have the right to remove a successful applicant for a job within the first thirty (30) calendar days if he is unable to properly perform the job. If the Employee does not successfully complete the trial period, he will revert to his prior job and building as will other Employees affected.
- 18.08** The Job posting procedure provided for herein shall apply only to the original vacancy, and not to any subsequent vacancies created by the filling of the original vacancy, except for movement from heavy duty to crew chief, and then heavy duty will be posted.

## **Article 19 – Overtime**

- 19.01** Overtime shall be paid in accordance with the Employment Standards Act, as amended from time to time. Wording of the Act shall be available at the Company office.
- 19.02** Overtime hours shall be offered first to the most senior qualified Employee working in the building where overtime work is required. Any additional overtime work shall be evenly distributed when reasonably possible among those seniority Employees. The Company shall not be obligated to offer extra work to an Employee if it would result in paying the Employee overtime pay.

## **Article 20 – Hours of Work**

- 20.01** The Company agrees to provide all Employees with a thirty (30) minute unpaid lunch break within the first five (5) hours of the commencement of their shift. The timing of this lunch break will be at the discretion of the Company.
- 20.02** The Company agrees to provide all employees who work a minimum Of a (7) hour shift be paid 2 fifteen minutes rest periods. The company agrees to pay (1) fifteen minute rest period to all employees who work less than a (7) hour per shift.

- 20.03** Lunch periods and rest periods shall be deemed to commence at the point

at which the Employee leaves the work he is doing and to conclude at the point at which the Employee resumes work.

## Article 21 – Paid Holidays

21.01 For the purposes of this Agreement, the following days will be recognized as paid holidays:

New Years Day	Civic Holiday	Easter Monday
Thanksgiving Day	Labour Day	<del>Good</del> Friday
Remembrance Day	Victoria Day	Christmas Day
Family Day	Canada Day	Boxing Day

21.02 The Company shall pay its Employees for Public Holidays in accordance with the Employment Standards Act as amended from time to time. Wording of the Act shall be available at the Company office.

## Article 22.01 – Vacation

22.01 An Employee in the active employ of the Company shall be entitled to an annual vacation on the following basis:

- a) Employees having less than one (1) year of service shall receive vacation pay in accordance with the provisions of the Employment Standards Act.
- b) An Employee with more than twelve (12) months continuous service with the Company shall be entitled to two (2) weeks of vacation time and paid four per cent (4%) of his gross annual earnings, excluding vacation pay, representing vacation pay.
- c) An Employee with five (5) years or more but less than seven (7) years of continuous service with the Company shall be entitled to three (3) weeks of vacation time and paid eight per cent (8%) of his gross annual earnings, excluding vacation pay, representing vacation pay.
- d) An Employee with seven (7) years or more but less than ten (10) years of continuous service with the Company shall be entitled to four (4) weeks of vacation time and paid eight per cent (8%) of his or her gross earnings, excluding vacation pay, representing vacation pay.
- e) An Employee with ten (10) years or more of continuous service with the Company shall be entitled to four (4) weeks of vacation time and

paid ten per cent (10%) of his gross annual earnings, excluding vacation pay, representing vacation pay.

- 22.02** Vacation year shall be defined as January 1 to December 31.
- 22.03** For the purpose of determining increased vacation entitlement, the appropriate date shall be the Employees' anniversary date of each year employed by Sunlite Floor Cleaners.
- 22.04** Requests for vacation time shall be made in writing to the Site Coordinator by April 1<sup>st</sup> of each year.
- 22.05** Scheduling of Vacation Leave – Employees are expected to take their vacation leave during the year of entitlement. Prior to April 1<sup>st</sup>, Employees will be asked to provide the Employer with their leave preferences. Subject to operational requirements, the Employer will provide the leave as requested. Employees will be given priority for selection of leave times based on seniority. However, once the leave plan has been published, changes will only be made if they do not adversely interfere with another Employee's scheduled leave.
- 22.06** Under no circumstances shall the Employer cancel or alter an Employee's vacation leave.
- 22.07** Vacation time is not cumulative and must be taken by the conclusion of each vacation year.
- 22.08** Vacation pay shall be paid on the pay period following the vacation for amounts owing up to the start of the vacation with the balance due payable by cheque on the pay period prior to Christmas (December 15<sup>th</sup>).
- 22.09** An Employee who leaves the service of the Company shall be given the vacation pay to which he was entitled at the time he left the service of the Company.
- 22.10** Where there are extenuating circumstances, the employer shall make every reasonable effort to grant vacation on short notice.

## Article 23 – Bereavement Leave

- 23.01** In the event of the death in an employee's immediate family (child, spouse, father, mother, sister, brother, father-in-law, mother-in-law, step-

child, grandchildren, common-law spouse, child of common-law spouse, and grandparents), the Company shall grant five (5) consecutive days, with no loss of pay for the purpose of allowing the employee to make funeral arrangements and to attend the funeral. The Company reserves the right to request reasonable proof of death.

**23.02** The Employee may request additional time off without pay under certain circumstances at the discretion of the Employer.

## **Article 24 – Leave Without Pay**

**24.01** The Company may grant leave of absence of up to one (1) month without pay to Employees for personal reasons having due regard, however, to the operation of the work place, and provided any request for leave of absence is made in writing at least three (3) weeks prior to the start of such leave and the reason for the leave of absence is stated unless the Company agrees to reduce the notice period for emergency situations. At the same time as the Employee provides a start date for the leave of absence, he shall also provide his anticipated date of return from the absence. In cases where events beyond the control of the Employee prevents him from giving at least one month notice of his return, as much notice as is possible shall be given to the Company.

All requests shall be kept confidential.

**24.02** Any permission for leave of absence must be given in writing.

**24.03** The Company shall make every reasonable effort to accommodate an Employee who requests time off to fulfill his or her religious obligations. Employees may in accordance with the provisions of this Agreement, request annual leave, or a shift exchange, in order to fulfill their religious duties.

**24.04** Provision of pregnancy, parental and adoption leaves shall be in accordance with the Employment Standards Act, as amended from time to time. Wording of the act shall be available at the Company office.

**24.05** The employee on leave shall give the Company written notice at least one (1) month in advance of the intended date of commencement and completion of leave. In cases where events beyond the control of the employee prevents him/her from giving one month notice, as much notice as possible shall be given to the company.

24.06 Where an Employee intends to return to work sooner than the original date, she shall give the Company at least one (1) month's written notice in advance.

24.07 An Employee required to serve as a juror or has been subpoenaed as a witness in a court of law shall be granted the required leave without pay. The Employee shall notify the Company as soon as possible after receipt of notice to appear.

#### 24.08 Compassionate Care Leave

An Employee is entitled to a leave of absence, without pay of up to eight (8) weeks to provide care or support to a member of their family who is gravely ill with a significant risk of death within twenty-six (26) weeks. For the purposes of this provision, family member is defined as:

- a) child or the child of a spouse or common-law partner;
- b) wife or husband or common law partner;
- c) father or mother;
- d) father's wife or mother's husband, if the father or mother, as applicable, has remarried;
- e) common-law partner of father or mother, if there has been no remarriage.

When requesting compassionate care leave without pay, the employee must provide a certificate of a qualified medical practitioner indicating that the member of the family is gravely ill with a significant risk of death within twenty-six (26) weeks and that he/she needs a family member to:

- a) provide for psychological comfort or emotional support;
- b) arrange for care by a third party care provider; or
- c) directly provide or participate in the care.

An employee returning from compassionate care leave shall be reinstated into the position occupied at the time the leave commenced, or in a comparable position in the same location, with not less than the same pay and benefits. If during the period of leave, the pay and benefits of the group to which the employee belongs are changed, the employee is entitled, upon return from leave, to receive the same pay and benefits that the employee would have received had he/she been working when the change occurred. An employee on leave will be notified in writing if such a change took place.

Length of service Continues to accrue while on compassionate care leave

Note: With respect to the Compassionate Care Leave, the employee may also be eligible to receive an Employment Insurance (EI) benefit for a six (6) week period, commencing after a two-week waiting period.

## **Article 25 – Labour/Management Consultation**

- 25.01 The parties agree to establish an active Labour/Management Committee
- 25.02 The Committee shall be made up of an equal number (not less than two (2) of each) of non-bargaining unit persons and bargaining unit persons who have completed their probationary period, with one (1) of the non-bargaining unit persons being the Site Coordinator or designate. Both the Union and the Company shall confirm in writing to each other their Committee Representative.
- 25.03 The Committee shall keep minutes of its meetings. A copy of the minutes agreed by both parties will be forwarded to the Stewards and the Union office.
- 25.04 The Committee shall appoint from among themselves, co-chairpersons and a recording secretary. These positions may rotate as agreed upon by the Committee.
- 25.05 The Committee shall meet as often as required, but at least once every two months. Meeting shall be convened upon a minimum notice of one (1) week, with time and date of the meeting to be set by mutual agreement. The agenda for the meeting shall be in writing with finalized copies given to all committee members at least three (3) days before the meeting.
- 25.06 Regular committee meetings will be held after shift hours so that they will conflict as little as possible with the work shifts of the Employees on the committee. Should committee meetings be held during an Employee's regular work time, the Employees serving on the Committee shall be paid at their regular hourly rate for the meeting time, up to a maximum of two (2) hours.
- 25.07 The Committee shall deal with all matters of mutual concern, however, the Committee shall not deal with grievances or negotiation issues and it is not empowered to alter or amend any of the terms of this Collective Agreement or infringe on the requirements and minimum standards of the Company's service contract.



- 25.08 Any Employee or **non-bargaining** unit person may refer matters to the Committee for consideration. Such **referrals** shall **be** in writing to the Committee.
- 25.09 After having been dealt with by the Committee, any unresolved **issue(s)** may be forwarded by a committee member to the Company's Head Office. The Company's **representative(s)** from its head office and a Union representative will convene a meeting **with the** Committee to discuss the matter. Such a meeting shall take place **within** forty-two (42) days of being referred to the Company.

## ARTICLE 26 – HEALTH AND SAFETY

- 26.01 Company, Union and Employees agree to mutually work towards maintaining high standards of Health and Safety in the workplace in order to prevent injury and illness to Employees.
- 26.02 The Company and Union shall abide in all respects with the requirements of the Occupational Health and Safety Act, as amended. The Company shall develop and issue safe practice regulations in consultation with the Health and Safety Committee.
- 26.03 A joint Health and Safety committee with representatives from the Company and Union shall be established in order to promote the Health and Safety of Employees, and shall act in accordance with the Occupational Health and Safety Act, as amended.
- 26.04 Joint Health and Safety Committees
- a) The Company and the Union recognize the need for constructive and meaningful consultations on Health and Safety matters;
  - b)
    - (i) The Employees appointed to the Joint Health and Safety Committees shall perform the duties assigned to them without the loss of salary or benefits during regular **work shift**;
    - (ii) Union representatives on Health and Safety Committees shall be provided necessary training in order to **carry** out their responsibilities as required by the Ontario Occupational Health and Safety Act. (All time spent in training shall be without loss of salary during regular **work shift**).
    - (iii) Committees shall be **entitled** to time off from work (without pay) to attend seminars, conferences, courses sponsored by governments,

clients, contractors or the Union where such courses give instruction on upgrading on Health and Safety matters, as approved by the Company.

Notwithstanding anything to the contrary contained herein, in the event of any conflict of wording between Article 26 herein and the Occupational Health and Safety Act as amended from time to time, the wording of the said Act shall apply.

26.05 When any Employee notes that the quality of the environment is deteriorating, he/she is obliged to inform the Company and the Health and Safety Committee without delay in writing or orally if he/she believes the situation is urgent.

Accordingly, the Company shall:

- (a) (i) ensure that the situation is investigated and that corrective action is taken and where practical, allow a Union representative of the Health and Safety Committee to participate in the investigation:
  - (ii) place the matter on the agenda of the next meeting of the Joint Health and Safety Committee.
- (b) Any investigation report arising from the examination of a problem will be sent to the Local of the Union.
- (c) If the Union is not satisfied with the results of the investigative report, it may request that the Joint Health and Safety Committee conduct another investigation
- (d) The Union representative must be present at all investigations or inspections arising under paragraph (c) of this clause.

26.06 The Company agrees to provide at no expense to the Employee, appropriate transportation to the nearest physician or hospital and from there to place of work depending on the decision of the attending physician when such services are immediately required for an Employee as a result of:

- (a) injury on the job, or
- (b) heart attack or other serious ailment which occurs on the job.

The Company shall notify the Local of incidents of this nature.

- 26.07** The Company will assume the cost of providing all Employees with WHMIS training. Current certificates covering WHMIS will be provided. Employees will attend WHMIS training at without penalty.
- 26.08** Any Employee may refuse to work or to do particular work where he or she has reason, acting reasonably, to believe that:
- (a) any equipment, machine, device or thing the Employee is to use or operate is likely to endanger himself, herself, or another worker; or
  - (b) the physical condition of the workplace or the part thereof in which he or she works is likely to endanger himself or herself; or any equipment machine, device or thing he or she is to use or operate or the physical condition of the workplace or the part thereof in which he or she works is in contravention of the Ontario Occupational Health and Safety Act and such contravention is likely to endanger himself, herself, or another worker. An Employee may refuse to work or to do particular work where he or she has reason, acting reasonably, to believe that;
  - (c) Any equipment, machine, device or thing the Employee is to use or operate is likely to endanger himself, herself or another worker,
- 26.09** Report of refusal to work: Upon refusing to work or do particular work, the Employee shall promptly report the circumstances of the refusal to his or her Supervisor who shall forthwith investigate the reporting in the presence of the Employee and if there is such in the presence of one of:
- (a) a committee member who represents workers, if any;
  - (b) a Health and Safety Representative, if any or
  - (c) a worker who because of knowledge, experience and training has been selected by the Union, who shall be made available and who shall attend without delay.
- 26.10** Worker to remain near work station: Until the investigation is completed the worker shall remain in a safe place near his or her work station.
- 26.11** Refusal to work following investigation: Where following the investigation or any steps taken to deal with the circumstances that caused the worker to refuse to work or to do particular work, the worker has reasonable grounds to believe that:

- (a) the equipment, machine, device or thing that was the cause of the refusal to work or do particular work continues to be likely to endanger himself, herself or another worker:
- (b) the physical condition of the workplace or the part thereof in which he or she works continues to be likely to endanger himself or herself, Or
- (c) any equipment, machine, device, or thing he or she is to use or operate of the physical condition of the workplace or the part thereof in which he or she is to work is a contravention of the Occupational Health and Safety Act and such contravention continues to be likely to endanger himself, herself, or another worker, the worker may refuse to work or do particulate work and the Employer or the Employee or a person on behalf of the Employer or Employee shall cause an inspector to be notified thereof.

**26.12 Investigation by Inspector:** An inspector shall investigate the refusal to work in consultation with the Employer or a person representing the employer, the Employee and if there is such, the person mentioned in Article **26.09** (a) (b) or (c).

**26.13 Decision of Inspector -** The inspector shall, following the investigation referred to in Article **26.12**, decide whether the machine, device or thin or the workplace or part thereof is likely to endanger the worker or another person.

**26.14 Report In Writing -**The inspector shall give his or her decision in writing, as soon as is practicable, to the Company, the Employee, and if there is such, the person mentioned in Article **26.09** (a) (b) or (c).

**26.15 Worker to remain in a safe place pending decision –** Pending the investigation and decision of the inspector, the worker shall remain at a safe place near his or her work station during the worker's normal working hours unless the Employer assigns the worker reasonable alternative work during such hours.

**26.16 Duty to Advise Others –** Pending the investigation and decision of the inspector, no worker shall be assigned to use or operate the equipment, machine, device or thing or to work in the workplace or in the part of the workplace being investigated unless, in the presence of a person described in Article **26.17**, the worker has been advised of the other worker's refusal and of his or her reasons for the refusal.

**26.17** Person referred to in Article **26.16** must be:

(a) a committee member who represents workers and if possible, who is a certified member:

(b) a Health and Safety representative, or a worker who because of his or her knowledge, experience and training is selected by the Union to represent them.

**26.18 Entitlement to be Paid:** A person shall be deemed to be at work and shall be paid at the regular or premium rate, as may be proper.

(a) for the time spent by the person carrying out the duties under Article **26.09** (a) (b) or (c) and **26.12** of a person mentioned in Article **26.09** (a) (b) or (c)

and

(b) for the time spent by the person carrying out the duties under Article **26.16** of a person described in Article **26.17**

**26.19 Administration of Legislation:** Any right or benefit not stipulated in the Article and conferred on the Employees of the Employer by any legislation or regulation applicable to the parties in connection with health, safety or the environment of the workplace is an integral part of this Article.

**26.20 Protection for Pregnant or Breast Feeding Worker**

An Employee who is pregnant or breast-feeding has the right to stop work and take leave without pay for the period of leave beginning with the pregnancy to the end of the 24<sup>th</sup> week following the birth as indicated by the medical certificate provided by the doctor of the Employee's choice if by reason of the pregnancy or nursing continuing any of her current functions may pose a risk to her health and that of the fetus or child.

The Company shall consider any request for reassignment and/or job modification in consultation with the Union and, where reasonable practical, shall modify the Employee's job functions or re-assign her.

An Employee's request to be reassigned must be accompanied by a medical certificate supplied by a doctor of the Employee's choice stating the duration of the potential risk and the activities or conditions to avoid in order to eliminate the risk.

The Employee will be granted a leave of absence without pay for the duration of the risk period as indicated by the medical **certificate** until the Employer:

(a) modifies her job functions or re-assigns her, or

(b) advises her that it is not reasonably practicable to **modify** her job functions or to reassign her. The Employer will confirm this in writing,

26.21 The Company shall provide the Employee with immunization against communicable diseases where there is a **risk** of incurring such diseases in the performance of their duties provided the Employer is reimbursed by the Client.

26.22 Where the Company requires an Employee to undergo an occupational health examination by a qualified practitioner, satisfactory to the Company, such examination will be conducted at **no** expense to the Employee. An Employee shall be granted leave without loss of pay to attend the examination.

## **Article 27 – Inspection Sheets**

27.01 (a) The Company shall provide regular inspection sheets, as available, for the place of work of that Employee subject to client approval.

(b) In the event that the Company performs inspections, the Company shall provide regular inspection sheets for all buildings inspected.

## **Article 28 - Agreement Reopener**

This agreement may be amended by mutual consent of the parties.

Negotiations shall commence within sixty (60) days **of** such notice unless mutually agreed to by the parties.

## **Article 29- Personal Leave**

Upon completion of one (1) year service, employees shall be **entitled** to (1) one days leave with pay, for any personal reasons. The employee shall **notify** the Company in advance.

## Article 30 – Statement of Duties

30.01 Upon written request, an Employee shall be provided with a complete and current statement of duties and responsibilities of his or her position, including the classification level.

## Article 31 – Term of the Collective Agreement

### DURATION

(a) The term of this collective agreement shall be from October 01<sup>st</sup>, 2008 to July 31<sup>st</sup>, 2011.


Thereafter, the Agreement shall continue in full force and effect from year to year, subject to **the right** of either party to serve notice to commence bargaining as provided for in the appropriate labour legislation of Ontario.

During the **period** when negotiations are being conducted between the parties for the renewal of this Agreement, the present Agreement shall continue in full force and effect until:

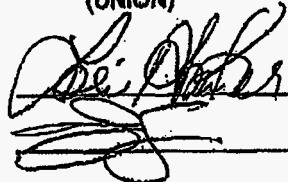
- (b) (i) the Union commences a legal strike or
- (ii) the Company commences a legal lockout, or
- (iii) The parties enter into a new or further Agreement.

Signed at C.F.B. Baden this tenth day of the month of March 2008.

Koprash Investments Inc.  
O/A Sunlite Floor Cleaners  
(EMPLOYER)

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Public Service Alliance of Canada  
(UNION)

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Article 32 – Classification

Every Employee must be classified in accordance with a classification title and wage rate for that title as set out in Appendix A.

- (a) When a new job classification is established within the bargaining unit or when it is changed, the Employer shall provide the Union with a copy of the classification specifications.
- (b) Wage rates for new classifications are to be mutually agreed on by the parties. When the parties fail to agree, the Employer may set an interim rate and if the Union is not satisfied with the rate as set by the Employer, the Union may refer the dispute to arbitration.

## Article 33 – Pay For Work In Another Classification

Employees temporarily transferred to a lower rated classification shall receive the wage rate of their regular classification. Employees temporarily transferred to a higher rated classification shall receive the wage rate of the higher classification.

## Article 34 – Job Descriptions

- 34.01 Job description of the Collective agreement will be the cleaning specifications in the contract between Koprash Investments Inc. and PWSGSC. All cleaning specified will be considered General Duty cleaning responsibilities with the exception of floor stripping/waxing. Floor stripping/waxing will be classified as a Heavy Duty Cleaner.
- 34.02 If amendments are required by either party they shall be submitted to the Union/Management Committee. Any amendments that cannot be agreed upon by either party may be referred to the Minister of Labour who shall appoint an Arbitrator from among persons competent to deal with job descriptions in the cleaning industry.

## Article 35: Uniforms

- 34.01 Upon any implementation of a uniform from the company, to be worn by an employee, the company shall adhere to the following:
  - i) There shall be no cost to the employee, when there is a requirement from



PWGSC, for employees to wear a uniform. Uniform includes but is not restricted to: shirts, pants, and footwear.

- ii) The company shall inform the local President, and PSAC, of any uniform requirements and the company shall meet with the local executive, at least (30) thirty days in advance of requiring a uniform to be worn.
- iii) The purpose to meet with the local executive as described in Art 34ii) is to enter into discussion with the union in regards to deciding the material, design and implementation of a uniform requirement.
- iv) Where a uniform is already in place, the company will meet at least annually with the local executive, to discuss the material, design and implementation of a uniform requirement.

## **Article 36 - Wages**

**37.01** Wages shall be paid in accordance with Appendix "A" attached hereto and forming part of this collective agreement.

Effective October 01<sup>st</sup>, 2008.

### **Appendix "A"—Wages**

#### **General Duty Cleaners**

Employees with 0 to three (3) months service shall be paid the applicable minimum wage.

Employees with three (3) months to two (2) years service shall be paid \$1.00 per hour above the applicable minimum wage.

Employees with more than two (2) years service shall be paid \$1.25 per hour above the applicable minimum wage.

#### **Heavy Duty Cleaners**

Shall receive an additional .10 cents per hour above the General Duty Cleaners wage.

#### **Crew Chief**

Shall receive an additional .50 cents per hour above the general Duty Cleaner wage.

Effective March 31<sup>st</sup>, 2011.

#### **All employees.**

Shall receive an increase of 3%

## Pay Note

- i) The **3%** wage increase, effective March 31<sup>st</sup>, 2011 shall be **3%** increase in addition to the wages set above.
- ii) Years of service is defined as date of hire with **SunLite Cleaners**.
- iii) Any member of the bargaining unit that receives an additional premium for working evenings and/or weekends shall continue to receive that premium.
- iv) For Heavy Duty Cleaners and Crew Chiefs, the calculation for pay is based on years of service in the same manner as General Duty Cleaners in the above with an additional **.10** cents per hour or **.50** cents per hour, which ever is applicable..

## **Memorandum Of Agreement-Wage Re-opener**

**In the event that the Ontario Provincial Minimum Wage, as per the Employment Standards Act, is rescinded or frozen, the Employer agrees to renegotiate wages. *If the parties fail to come to an agreement, the parties agree to refer the matter to Arbitration.***

## **Memorandum of Agreement-Benefit Plan**

**The Company and the Union agree to enter into discussions in order to select an insurance plan that is voluntary to employees, with no cost to the Company**

## **Memorandum of Agreement – Social Justice Fund**

The Company agrees to pay the P.S.A.C Social Justice Fund. Three Hundred (300) dollars, each year. Effective October, 2008. This payment shall be payment for CFB Petawawa, CFB Trenton and CFB Borden.