

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

C & W FACILITY SERVICES CANADA INC.

AT

CARLETON UNIVERSITY

and

LABOURERS INTERNATIONAL UNION OF NORTH AMERICA

LOCAL 527

From March 1<sup>st</sup>, **2021** to February 28<sup>th</sup>, **2024**

**THESE ARTICLES CONSTITUTE A COLLECTIVE AGREEMENT**

**ENTERED INTO BETWEEN**

**C & W FACILITY SERVICES CANADA INC.**

**AND**

**LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA,  
LOCAL 527**

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**ARTICLE 1 – INTENT AND PURPOSE**

- 1.01** The Employer and the Union recognize that the purpose and the intent of this Agreement is to promote co-operation and harmony, for mutual interests to provide a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Union and the Employer, to promote efficiency and service and to set forth herein the Agreement covering rates of pay, hours of work, grievance procedure and certain conditions of employment.

**ARTICLE 2 – MANAGEMENT RIGHTS**

- 2.01** The Employer retains all the rights of management not specifically relinquished by this Agreement; the Union recognizes the Employer's right to manage and direct its business as it sees fit in accordance with the terms of this Agreement; to hire, re-hire, discharge, classify, transfer, promote, demote, layoff, suspend or otherwise discipline employees, provided that a claim by an employee who has worked 90 days, that they have been discharged without reasonable cause, shall be subject to the provisions of the grievance procedure, and to make, alter from time to time, and enforce reasonable rules of conduct and procedures to be observed by the employees.

**ARTICLE 3 – RECOGNITION**

- 3.01** The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of bargaining collectively in respect of wages, hours of work and other working conditions in the name of employees mentioned in the certification granted by the Ontario Labour Relations Board which reads as follows:

“All employees of C & W FACILITY SERVICES CANADA INC. engaged in cleaning services at Carleton University in the City of Ottawa, save and except supervisors, those above the rank of supervisor, office staff and persons regularly employed for not more than (24) twenty-four hours per week”.

- 3.02** Persons regularly employed for not more than (24) twenty-four hours per week shall enjoy the same privileges, wages and working conditions of regular employees, and are not required to join the Union but shall be subject to a working assessment and that may be contemplated in some of the attached schedules.

## **ARTICLE 4 – DEFINITION OF AN EMPLOYEE**

- 4.01** An employee engaged to fill a position in a classification within the bargaining unit shall become a "Regular Employee" four hundred and fifty hours worked after the last date they were hired by the Employer. During the said four hundred and fifty hours (450) hours worked such employees shall be on probation.
- 4.02** "Employee on Probation" means any person employed in any classification included in the bargaining unit. Such employee on probation enjoys all the benefits provided under this contract but can be dismissed by the Employer within four hundred and fifty (450) hours worked of their probation without them having the right to invoke the grievance procedure hereunder.
- 4.03** "Temporary Employee" means any person who is not a regular employee and who is engaged for the purpose of seasonal work, vacation and/or holiday relief, leave of absence replacement, specialized work on certain unforeseen circumstances.

## **ARTICLE 5 – UNION SECURITY**

- 5.01** All Employees within the bargaining unit under this Agreement shall be members of or secure membership of the Union within thirty (30) days from the date of employment, and maintain such membership in good standing throughout the duration of this Agreement as a condition of employment.
- 5.02** The Employer is not bound by Paragraph 5.01 to dismiss an employee because the union refused them membership. However, such employee shall remain subject to the provisions of Article 6.01.

## **ARTICLE 6 – CHECK-OFF OF UNION DUES**

- 6.01** For the duration of the present Agreement the Employer will withhold from the pay of each employee having thirty (30) days of service the fixed amount determined by the Union for the monthly union dues.

The Employer shall remit the sums collected to the Union once (1) per month, within fifteen (15) days of said collection. Such remittance shall be accompanied by a detailed statement, including the names of the employees assessed and the amounts deducted; deduction of Union dues to be made from the first pay period of each calendar month.

- 6.02** The Employer agrees to deduct, for the Union, from the earnings of each new employee, upon receipt of their written authorization, the initiation fee set up by the Union.
- 6.03** Employees shall be required to sign within seven (7) days following, an authorization for deduction of initiation fees and dues. Such authorization shall be in duplicate and the signature duly witnessed. The Employer agrees to recognize such check-off authorization and to deduct from the first pay period of each calendar month the amount so authorized.

## **ARTICLE 7 – GRIEVANCE PROCEDURE**

- 7.01** Any difference, dispute, or complaint relating to the interpretation, application or administration of this Agreement will be handled as follows:

**Step 1** – By a conference between the aggrieved employee, the steward and the representative of the Employer within three (3) days of the event giving rise to the grievance.

**Step 2** – If the grievance is not settled at Step 1, the employee and the Union will submit the grievance in writing stipulating the clause(s) violated or misinterpreted and the remedy requested within four (4) days of the expiry of the delay at Step 1 and the Employer representative will give their reply in writing within three (3) days.

**Step 3** – If the grievance is not settled at Step 2, the Union may submit the grievance in writing stipulating the clause(s) violated or misinterpreted and the remedy requested within five (5) days of the expiry of the delay at Step 2 to the Site Manager. The Site Manager will give their reply in writing within five (5) days.

**Step 4** – If the grievance is not settled at Step 3, the Union may submit the grievance within five (5) days of the receipt of the Employer's reply at Step 2, if the employee's grievance is not settled at the Union's satisfaction, they may then refer it to arbitration under the procedure outlined in Section 48 of the *Ontario Labour Relations Act, 1995*.

**7.02** The Employer may also file a grievance with the Union by following the above procedure as it may apply.

**7.03** The jurisdiction of the arbitrator shall be limited to deciding the matter at issue within the existing provisions of this Agreement and in no event shall the arbitrator have power to add to, subtract from, alter or amend this Agreement in any respect.

## **ARTICLE 8 – NO STRIKES OR LOCKOUTS**

**8.01** The Union and the Employer agree that there shall be no strike or lockouts throughout the life of this Agreement. The terms "Strike" and "Lockouts" as referred to herein shall be interpreted in accordance with the definitions set out in the *Labour Relations Act* for the Province of Ontario.

## **ARTICLE 9 – BUSINESS REPRESENTATIVE**

**9.01** The Business Representative of the Union shall, in the course of their duties, have access to the job sites covered by this Agreement but in no case will their visits interfere with the progress of the work. The Business Representative will notify the Site Manager or their delegated agent, when going to the unit. The Employer shall assist the Business Representative in their attempt to obtain a pass to the premises where necessary.

## **ARTICLE 10 – PAY PERIODS**

**10.01** Employees shall be paid every two weeks and payment will be made not later than the fifth working day following the close of each pay period. Payment shall be accompanied by a statement identifying the Employer and the employee, regular and overtime hours as well as deductions for Income Tax, Employment Insurance, Canada Pension and Union dues.

## **ARTICLE 11 – STEWARD**

**11.01** The business manager of the Union may, after consultation with the Employer, appoint a steward and any such steward shall be recognized as the representative of the Union for the processing of grievances. Written notice of such appointment shall be given to the Employer.

There shall be no discrimination against a steward for performing their Union duties and they shall be one of the last five (5) workers remaining on the job, provided they are qualified to perform the work remaining to be done. The steward in the performance of processing grievances shall not interfere with the progress of the work.

**11.02** The Union agrees to appoint a Steward for the night shift.

## **ARTICLE 12 – HOURLY WAGE RATES**

**12.01** The following minimum wage rates will apply:

	<b>Effective Dates</b>		
	<u>January 1, 2021</u>	<u>January 1, 2022</u>	<u>January 1, 2023</u>
Custodian	\$16.20	\$16.60	\$17.00
Leadhand	\$17.20	\$17.60	\$18.00

**These wages are retroactive to January 1, 2021.**

## **12.02 STARTING RATE FOR NEW HIRES**

- a. New employees start at twenty-five (\$0.25) cents per hour less than the regular employees. After 90 days, they will receive the increase of twenty-five (\$0.25) cents to reach the wages as per the schedule.

## **ARTICLE 13 – HOURS OF WORK AND OVERTIME**

**13.01** The normal work week shall consist of forty-four (44) hours and the normal work day shall consist of eight (8) hours, plus an unpaid half hour for a meal.

**13.02** The hours mentioned above do not constitute a guaranty of hours of work in a day or in a week.

**13.03** Overtime shall be paid at the rate of time and one half (1 ½) for any hours worked in excess of the above.

**13.04** If the Employer is changing an employee's shift, the employer shall give the employee five (5) working days notice.

## **ARTICLE 14 – VACATIONS**

**14.01** Vacation with pay shall be granted in accordance with the following schedule:

- a) Less than one year of service, vacation pay will be four percent (4%) of total earnings.
- b) Over one year and less than 5 years of continuous service, an employee will be entitled to two (2) weeks annual vacation with pay or 4% of total earnings.
- c) Over five years of continuous service, an employee will be entitled to three (3) weeks annual vacation with pay or 6% of total earnings.

d) Over ten years but less than twenty years of continuous service, an employee will be entitled to 4 weeks annual vacation with pay or 8% of total earnings.

e) Over twenty years of continuous service, an employee will be entitled to five (5) weeks annual vacation with pay or 10% of total earnings.

**14.02** Vacation Pay may be paid at time of Vacation provided the Employee(s) have earned vacation pay. In the alternative of the July 1<sup>st</sup> payout, earned unused vacation time may be paid out by request of the Employee.

**14.03** Request for vacation/time off must be submitted to the Employer no later than thirty (30) days prior to the beginning of the anticipated vacation/time off period. Employees will be provided a time off request form which must be utilized for all time off requests. The Employer shall respond to the time off request no later than five (5) days following receipt of the request. The Employer retains the right to grant or deny vacation request based on the reasonable assessment of operational needs of its various job sites and consistent with the management rights provision of the agreement.

**14.04** Employees having achieved five (5) years of seniority may request an unpaid leave of absence of five (5) days to be taken in conjunction with their vacation time to be used exclusively for international travel. Such time may be granted with the sole discretion of the Employer. If the Employer is able to grant such unpaid time, it will begin with seniority on a rotational basis. No employee will be permitted to take unpaid leave time more than once every other year, at the discretion of the Employer.

## **ARTICLE 15 – STATUTORY HOLIDAYS**

**15.01** The following holidays will be considered as holidays with pay for regular employees:

New Year's Day	August Civic Holiday
Good Friday	Labour Day
Victoria Day	Thanksgiving Day
Canada Day	Christmas Day
Family Day	Boxing Day

**15.02** When a regular employee is scheduled to work on any of the above mentioned holidays, the Employer shall give the employee their day off within two (2) weeks preceding or following the holiday. In the event the Employer cannot give the employee a day off within the two (2) weeks preceding or following the holiday, the Employer shall pay the employee the rate of double time for the hours worked on the holiday.

The employee shall have the choice of being paid overtime for the holiday or choose to take the holiday after having worked on a statutory holiday. Employees taking the day will give the Employer at least five (5) days working days advance notification of their desired day off. The needs of the operation will be observed whenever scheduling these days.

**15.03** To benefit from the holidays, each employee must have worked the working day preceding and the working day following the holiday.

**15.04** For any Monday holiday, the 3<sup>rd</sup> shift employees will get the Sunday off as the holiday.

## **ARTICLE 16- SENIORITY**

**16.01** Seniority shall apply as follows:

- a. The last employee hired shall be the first employee to be laid off by their classification.
- b. Seniority shall be calculated as a total duration in years, months and days of continuous service with the Employer from the date of hiring.
- c. Seniority will become effective after having worked four hundred and fifty (450) hours after the hiring date. During this probation period, the Union will not question the lay-off of any employee.
- d. The employee will lose their seniority standing and will not be considered an employee under the following conditions:
  - i) If the employee voluntarily leaves the Employer;
  - ii) If they are discharged for just cause;
  - iii) If they are absent for more than three days without proper notification and management authorization;
  - iv) If they do not advise the Employer within three (3) days of their intention to return to work after they were called back by the Employer either by telephone, by message or by registered letter to their last known address.
- e. Seniority shall apply for recalls. Last employee laid off shall be the first employee to be called back by their classification.

**16.02** The Seniority List is to be updated and posted every 6 months on the Union Bulletin Board.

## **ARTICLE 17 – BEREAVEMENT LEAVE**

**17.01** When a death occurs in the immediate family, the employee shall be paid at their regular rate for the time off up to a maximum of three (3) days ending on the day of the funeral. It is agreed that the immediate family shall mean the employee's spouse, child, mother, father, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandmother and grandfather. The above will have the same terminology when referring to common-law relationships.

**17.02** Where it is necessary because of distance, the employee may be provided up to seven (7) days additional unpaid leave.

**17.03** The Employer may request written proof (i.e., death/funeral certificate) of the above list of family members.

## **ARTICLE 18 – SPECIAL WORKING CONDITIONS**

**18.01** The Employer shall provide a uniform (2 shirts and 2 pairs of pants) to all employees after their probation period except as provided below. Employees will be required to wear the company uniform, however uniform pants for night shift will be optional, at the employees' discretion. Night shift employees will notify management if they will require pants.

**18.02** When employees are required to work in the garage under wet conditions, the Employer will provide them with boots and rain suits. The employee shall be responsible for the return of such protective clothing in good condition, subject to normal wear and tear.

- 18.03** The Employer will continue its attempts to obtain a decent eating area for their employees.
- 18.04** The Employer agrees to provide employees who occupy Lead titles with one pair of safety boots every two years. The Employer shall continue to use its discretion to provide safety boots for employees who are currently receiving them. The Employer further agrees to provide Employees safety boots to any Employee when said boots are necessary for the performance of their duties.
- 18.05** The Employer agrees and acknowledges that job posting for Leadhand position will be open to all Employees.

#### **ARTICLE 19 – EMPLOYER COOPERATION**

- 19.01** The Employer shall have the doors unlocked to allow the employees to sign in and pickup the keys.

#### **ARTICLE 20 – SICK LEAVE**

- 20.01** Effective January 1, 2018, employees shall be entitled to five (5) days per year. An employee who does not use their sick leave shall be paid for those two days each year on December 31. There shall be no days carried over to the following year. New hires must have worked four hundred and fifty (450) hours prior to being entitle to the sick leave.

#### **ARTICLE 21 – ATTENDANCE RECOGNITION**

- 21.01** Employees who attend work for one hundred and thirty (130) consecutive scheduled shifts, shall receive an attendance recognition bonus, which is equal to their average daily hours worked times their wage rate. For every one hundred and thirty (130) consecutive scheduled shifts completed thereafter that have not been used previously to qualify for attendance recognition, an employee shall receive an attendance recognition bonus which is equal to their average daily hours worked times their wage rate. The maximum attendance recognition payout in any twelve (12) consecutive month period, will be two (2) days equal to their average daily hours worked times their wage rate. The attendance recognition program may be modified or cancelled at the sole discretion of the employer upon thirty (30) days written notice to the union.

#### **ARTICLE 22 – COLLECTIVE MEDICAL BENEFITS**

- 22.01** Voluntary collective medical benefits through C & W FACILITY SERVICES CANADA INC. with Manulife Insurance will start on the 1<sup>st</sup> day of the following month of the ratification day.
- a. Life Insurance of \$10,000.00 – Paid 100% by the Employer to all Employees;
  - b. Accidental Death Insurance of \$10,000.00 – Paid 100% by the Employer to all Employees;
  - c. Extended Medical Benefits and dental paid at 60% by the Employer and 40% by the Employee.
- 22.02** Health and Welfare Benefits shall continue during a period of approved leave of absence or any approved unpaid status for a maximum of one (1) month.



Health and Welfare Benefits coverage for leaves that are protected under the *Ontario Employment Standards Act* shall be in accordance with the *Ontario Employment Standards Act*.

**ARTICLE 23 - DURATION OF AGREEMENT**

**23.01** This agreement shall take effect on March 1, 2021 and shall continue in force and effect until February 28, 2024 and thereafter from year to year unless notice be given as per Section 59 of the *Ontario Labour Relations Act*.

Dated at Ottawa, this 31st day of August, 2021.

William Macco

FOR THE EMPLOYER  
C & W FACILITY SERVICES CANADA INC.

Luigi Carozzi

FOR THE UNION

William Macco, Sr. Director, Labor Relations  
Print Name

Luigi Carozzi  
Print Name