



Collective Agreement

**Bee-Clean Building Maintenance
(Hamilton, Kitchener & Windsor Mail Processing Plants)**

and the

Canadian Union of Postal Workers

Expires: June 30, 2022

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ARTICLE 1 - PURPOSE OF AGREEMENT

1.01 Purpose

The purpose of this Collective Agreement between the Canadian Union of Postal Workers hereinafter referred to as the "Union" and Bee-Clean Building Maintenance hereinafter referred to as the "Company" is to establish rates of pay, hours of work and certain conditions of employment and to provide appropriate procedures for the resolution of grievances and problems and to promote a harmonious relationship during the term of the Collective Agreement. Furthermore this agreement is designed specifically to provide orderly collective bargaining relations between the Company and its employees both of whom are subject to the provisions of the Collective Agreement.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 Management Rights

It is agreed that the Company shall continue to reserve all the rights, powers and authorities to manage and direct its working forces. Without restricting the generality of the forgoing, such rights of the Company shall include the right to:

- (a) maintain order, efficiency and discipline;
- (b) hire, discharge, transfer, classify, promote, demote or discipline employees provided a claim that a non-probationary employee has been discharged or disciplined without just cause; or that a probationary employee has been disciplined or discharged in violation of the standards set out in article 8.13 may be the subject of a grievance and dealt with as herein after provided;
- (c) generally to manage the industrial enterprise in which the Company is engaged, and to exercise all the rights of management except to the extent that such rights are modified by this agreement, to determine the services to be rendered, the kinds of machines to be used, the method of operating, and the control of materials or goods to be used;
- (d) make and alter from time to time rules and regulations governing the conduct of employees during working hours provided such rules and regulations are not inconsistent with the provisions of this agreement.

The above is subject to provisions of this agreement. It is also agreed that these rights shall not be exercised in a manner inconsistent with the expressed provisions and intent of this agreement.

ARTICLE 3 - RECOGNITION

3.01 Sole and Exclusive Bargaining Agent

- (a) The Company agrees to recognize the Union as the sole and exclusive bargaining agent for all employees of Bee-Clean Building Maintenance engaged in building cleaning and maintenance at the Hamilton Mail Processing Plant, 393 Millen Road, Stoney Creek, Ontario and 383 Barton Street, Stoney Creek, Ontario; the Kitchener Mail Processing Plant, in the City of Kitchener and the Windsor Mail Processing Plant, in the City of Windsor, save and except, supervisors, persons above the rank of supervisor, office staff and clerical staff.
- (b) The Parties recognizes that if Canada Post relocates its operations to new facilities, CUPW will remain as the sole and exclusive bargaining agent.
- (c) This agreement shall not be construed to extend to or to effect in any way any other phase of the Company's business. The term "employee" or "employees" as used in this agreement shall be construed to include only the classifications of employees set forth in this article and Schedule "A" and shall not be construed to include any other employees of the Company in any of the Company's other divisions, branches or components.

3.02 Full Force and Effect

All matters covered under the provisions of this Collective Agreement shall have full force and effect on the Company, the Union and the employees in the bargaining unit.

ARTICLE 4 - UNION DUES

4.01 Compulsory Check-Off

- (a) The Company shall, as a condition of employment, deduct from the monthly earnings of all the employees in the bargaining unit, the ordinary membership dues of the Union.
- (b) The Company shall not levy a charge upon the Union or its members for rendering this service.

- (c) Subject to the provisions of this Article, the Company shall also deduct, as Union dues, a special levy ordered by the Union, not more than once per calendar year, provided that this levy is uniform and payable by all the employees in the bargaining unit and provided the Company receives at least thirty (30) days' notice in writing of the levy and its particulars. The special levy may at the request of the Union be deducted over a period of more than one (1) month.

4.02 Setting of Dues

The Union shall inform the Company in writing of the authorized membership dues. The Company shall receive at least thirty (30) days' notice in writing of any changes to the dues structure.

4.03 Dues Begin Immediately

For the purpose of applying clause 4.01, deductions from pay for each employee in respect of each month will start from the first month of employment to the extent that the earnings are available. Where an employee does not have sufficient earnings in respect of any month to permit deductions, the Company shall not be obliged to make such deductions from subsequent salary.

4.04 Remit Dues the Next Month

The amounts deducted in accordance with clause 4.01 (a) shall be remitted to the Union by cheque on the 15th of the month following the month in which the deductions were made and shall be accompanied by particulars identifying each employee and the deductions made on his/her behalf.

4.05 Company's Liability on Check-Off

The Union agrees to indemnify and save the Company harmless against any claim and/or liability arising out of the application of Article 4.

- (a) Where an error occurs and such error results in an employee being in arrears recovery will be made by making one (1) additional deduction in each month in an amount not to exceed the established monthly deduction until the arrears are recovered in full.

- (b) Where an error occurs and such error results in an over-deduction of dues and the money has not been remitted to the Union, the Company shall reimburse the employee in the amount of the over-deduction. Such over-deduction shall normally be reimbursed in the month following the month in which the over-deduction and non-remittance to the Union are verified.

4.06 Compulsory Membership

Any regular employee hired after the signing of this agreement, shall, as a condition of employment, become a member of the Union at the time of hiring.

The Company will not be obliged to terminate any employee whose membership rights have been revoked.

ARTICLE 5 - DISCRIMINATION

5.01 Discrimination

The Company and the Union agree that there shall be no discrimination, harassment, interference, coercion practiced by either party upon employees of the Company by reason of an employee's membership or activity in the Union.

The Company and the Union agree that they shall comply with the provisions of the Ontario Human Rights Code.

5.02 Common-Law Spouse

The parties agree that for the purpose of administering this Collective Agreement the term "common-law spouse" shall be defined in accordance with the definition of "common-law spouse" used by the Federal Government for CPP purposes.

ARTICLE 6 - CORRESPONDENCE AND CONTACTS

6.01 Contacts

Each party shall notify the other of the officers at the respective levels, to whom the correspondence and the contacts should be directed and of any changes that may occur during the term of this Agreement.

ARTICLE 7 - LABOUR-MANAGEMENT MEETINGS

- 7.01 The Company and the Union agree to meet for a specified purpose or purposes. The party requesting the meeting shall submit an agenda of the items it wishes to discuss along with its request for a meeting. The parties shall mutually agree to a time, date and location of the meeting.
- (a) The Purpose of these meetings shall encompass the exchange of information and seeking and considering of the advice and views of each party, with full opportunity for discussion and appropriate comments.
 - (b) The above principle does not imply unanimous or majority agreement nor does it interfere with Management or Union rights arising out of the Collective Agreement.
- 7.02 The parties shall have no authority to change, delete or modify any terms of the Collective Agreement, nor to settle any grievances arising out of the Collective Agreement.
- 7.03 The party requesting a meeting shall submit an agenda along with its proposal. Emergency items which arise after the agenda has been submitted may be entertained on the agreement of both parties at the onset of the meeting.
- 7.04 The Company shall provide the participating Union Representative with minutes of the proceedings of any Union/Management meetings within a period which shall not exceed ten (10) days from the date the meeting was held.
- The minutes shall contain a description of the topics and the action, if any, agreed upon, or a summary of the respective positions of the parties if no action was agreed upon.
- 7.05 Union Representatives employed by the Company attending Union/Management meetings shall not suffer any loss of regular pay for scheduled hours as a result of attendance at such meetings. As far as practicable, meetings will be held during the scheduled working hours of the Representatives participating.

ARTICLE 8 - GRIEVANCE PROCEDURE**8.01 Definitions**

- (a) "Grievance" means a complaint in writing presented by the Union or the Company;
- (b) "Authorized Representative of the Union" means a person designated by the Union to see to grievances;
- (c) "Union Steward" means an employee appointed or elected by the Union to act as an authorized Representative of the Union. In the event the Union Steward is unable to perform his/her function, the Union will designate or substitute another employee to act on his/her behalf;
- (d) "Company" means a person authorized to respond in writing to grievances;
- (e) "Days" referred to in this procedure are working days which excludes Saturdays, Sundays and holidays.

8.02 Representatives

The Union shall notify the Company in writing of the names and areas of jurisdiction of the persons authorized to represent the Union and/or the employees for the purposes of this Article and shall promptly notify the Company in writing of any changes in these names.

The Company shall designate a Representative at each stage in the grievance procedure and shall inform the Union of the name and title of the Representative so designate, together with the name, title and address of the supervisor or local officer to whom a grievance is to be presented.

8.03 Recognition of Union Stewards

The Union Steward shall have the right to prepare and present grievances in accordance with the procedure herein provided for and for that purpose shall have the right to meet with the employee on behalf of whom the grievance could be submitted.

Should it be necessary to assist an employee in presenting a grievance during working hours, he/she will not leave his/her work without first obtaining permission from his/her supervisor or his/her designate, which will not be unreasonably withheld. Should the Steward find it necessary to assist employees in presenting a grievance during a shift when there is no supervision, the Steward will not abuse his/her privilege under this paragraph by absenting himself/herself from work in an unreasonable manner and for more time than reasonably required to handle the grievance.

No person who is employed in a managerial or confidential capacity shall seek to intimidate, by threat of discharge or by any other kind of threat, a Representative of the Union or an employee on whose behalf he/she is preparing a grievance to cause him/her to refrain from so doing or withdraw a grievance or refrain from presenting a grievance as provided for in this Agreement.

It is agreed that the Steward will not unreasonably absent himself/herself from work unnecessarily during working hours for the purpose of servicing grievances hereunder. The Company will compensate the Steward at his/her regular straight-time hourly rate for time spent during his/her regular working hours for such purposes, provided the procedure under this clause is followed.

This section is not to be interpreted in such a manner as to disqualify the Steward from premium rates if he/she is so entitled.

The Company reserves the right to impose reasonable limits on time spent in the servicing of a grievance if it deems the time taken to be excessive.

8.04 Rights and Responsibilities of Union Stewards

Both parties recognize that an employee, accompanied by a Union Steward if he/she so desires, has the right to discuss with his/her supervisor any questions or complaint relating to his/her working conditions and conditions of employment, including those governed by the provisions of this Agreement, without prejudice to the right of the Union to have subsequent recourse to the grievance procedure.

8.05 Union Right to Present Grievance

An authorized Representative of the Union may present a grievance if he/she believes that the Company is in violation of the Collective Agreement.

8.06 Right to Present a Grievance

Where the Union wishes to present a grievance at any prescribed level of the grievance procedure, an authorized Representative of the Union shall present the grievance to a supervisor who shall forthwith:

- (a) enter on the grievance and the copies the date on which the grievance was received;
- (b) provide the Representative of the Union with a copy of the grievance;

- (c) forward the grievance to the Representative of the Company authorized to reply to the grievance at the appropriate level.

8.07 Grievance Time Limits

A grievance will be defined as any difference, dispute, or complaint arising from the interpretation, administration, application, or alleged violation of this Collective Agreement, and shall be submitted to the Company within twenty-five (25) **working** days of the event in question, or twenty-five (25) **working** days from the time the employee or the Union should reasonably have known of the occurrence of the event upon which the grievance is based. Grievances concerning disciplinary matters must be submitted within ten (10) **working** days of the imposition of discipline. This ten (10) **working** day period will be extended by a further five (5) days upon submission, to the Company, of a written request from the Union for said extension prior to the expiration of the ten (10) **working** day period.

8.08 Right to Present a Group Grievance

A grievance concerning a group of employees may be presented by an authorized Representative of the Union. The grievance shall be submitted not later than the first of the two (2) following dates:

- (i) within fifteen (15) days after the date on which the last employee of the group first became aware of the action or circumstances giving rise to the grievance;
- or
- (ii) within fifteen (15) days after the date on which the Union first became aware of the action or circumstances giving rise to the grievance;

Notwithstanding paragraphs (i) and (ii) above, the grievance must be submitted within thirty (30) days following the date on which the first employee of the group first became aware of the action or circumstances giving rise to the grievance.

8.09 Grievance Steps

Grievances shall be processed in accordance with the following procedure:

Step 1

The designated Union Representative submits a grievance in writing to the designated Employer Representative. A written answer shall be given by the designated Employer Representative within five (5) days.

Step 2

Failing a satisfactory settlement at Step 1, the grievance shall be submitted to the Branch Manager within five (5) days from response at Step 1. A meeting will be held with the grievor, a Union Steward, a Union Representative and Company Representative. The Branch Manager shall give a written answer within five (5) days of the Step 2 meeting.

Step 3

Failing a satisfactory settlement of the grievance at Step 2, the matter may be referred to Arbitration, within a period of fifteen (15) days from the receipt of the Company's written answer at Step 2.

8.10 Time Limits

The parties agree to follow each of the foregoing steps in the processing of the grievance; and if at any step the Employer's Representative fails to give his/her written answer within the time limit therein set forth, the Union may appeal the grievance to the next step at the expiration of such time limit. Similarly, if the Union fails to comply with the time limits set forth for their part in the grievance procedure, the grievance will be considered to have been abandoned unless, owing to circumstances beyond its control, it was unable to comply with the prescribed time limits. Notwithstanding the limitations set forth in this clause, either party may, with the prior agreement of the other party, extend the time limits set out in the grievance procedure.

8.11 Right to Present a Policy Grievance

Where the Company or the Union disagree with respect to the interpretation or the application of the Collective Agreement the Company or the Union may file a policy grievance directly at Step 2 of the grievance procedure. The parties agree to meet within five (5) days of such grievance being lodged.

8.12 Discharge Grievance for Regular Employees

A claim by an employee who has completed his/her probationary period that he/she has been unjustly discharged from his/her employment shall be treated as a grievance, if a written statement of such grievance is submitted to the Branch Manager in accordance with Article 8.07. All preliminary steps of the grievance procedure prior to Step 2 will be omitted in such cases.

8.13 Discharge Grievance for Probationary Employees

The Company and Union agree that probationary employees may be dismissed for reasons less serious than would justify the dismissal of a non-probationary employee. The Company retains sole discretion to terminate a probationary employee, as long as the Company does not exercise its discretion in a manner in bad faith and that this shall constitute the lesser standard for probationary employees as outlined in the *Ontario Labour Relations Act*. A claim by an employee who has not completed his/her probationary period that he/she has been discharged from his/her employment in violation of the standard shall be treated as a grievance, if a written statement of such grievance is submitted to the Branch Manager or his/her designate in accordance with Article 8.09. All preliminary steps of the grievance procedure prior to Step 2 will be omitted in such cases.

8.14 Grievance Reply

The reply of the Company at all levels shall be sufficiently clear so as to determine:

- (i) the grievance to which the Company is replying;
- (ii) what the Company's decision is;
- (iii) and at what step the decision is being rendered.

8.15 Sustained Grievance

- (a) Where an authorized Representative of the Company sustains a grievance at any of the prescribed levels, such a decision is final and binding upon the Company, for that particular grievance, and should be implemented without delay.
- (b) As soon as the decision is implemented the Company shall advise the Union in writing.

8.16 Technical Irregularities

A grievance shall not be deemed to be invalid or defeated by reason of minor technical irregularities.

8.17 Grievance by Mail

- (a) Where the provisions of the clause on submission of grievances cannot be complied with and it is necessary to present a grievance by mail, the grievance shall be deemed to have been presented on the day which it is postmarked, and it shall be deemed to have been received by the Company on the day it is delivered to the appropriate office of the Company. Similarly the Company shall be deemed to have delivered a reply at any level on the date on which the letter containing the reply is postmarked, but the time limit within which the Union may present the grievance at the higher level shall be calculated from the date on which the Company's reply was delivered to the address shown on the grievance form.
- (b) It is understood that the postmark referred to in the above paragraph is subject to the time limits as outlined in the grievance procedure.

8.18 Arbitrators

Disputes that are carried to arbitration shall be heard before a sole arbitrator.

Notwithstanding the above at the request of either party the arbitration shall be heard by an arbitration panel.

8.19 Agreement to an Arbitrator

When either party requests that a grievance be submitted to arbitration as herein with provided, it shall notify the other party within fifteen (15) days of the decision at Step 3. The Company and the Union shall attempt to agree to a Chairman within fifteen (15) days. Should the parties be unable to agree to a Chairman the matter shall be referred to the Labour Management Arbitration Commission for determination.

8.20 Failure to Appear

When the Chairman has selected a date, it is the sole responsibility of the respective parties to this Agreement to have their Board member at the hearing. Should one (1) or both parties Board members fail to show up, then the case will be heard by those members of the Board that are in attendance along with the Chairman.

8.21 Restriction on Board Members

No person may act as a Board member who has been involved in an attempt to negotiate or settle a grievance.

8.22 Arbitration Award

The award of the Arbitrator or Arbitration Panel shall be final and binding upon the Company, Union and its employees.

8.23 Arbitration Expenses

Each of the parties hereto will bear their expenses of its Board member to the Board of Arbitration; the parties will jointly bear the fees and expenses of the Chairman or sole Arbitrator.

8.24 Powers of Arbitrators

The Arbitrator or Arbitration Panel shall not alter or modify the provisions of this Collective Agreement.

The Arbitrator or Arbitration Panel shall be vested with all the powers conferred upon them by the Ontario Labour Relations Act.

8.25 Limit on Matters to Arbitration

No matter shall be submitted to Arbitration that has not properly been carried through all previous steps of the grievance procedure.

8.26 Location of Hearing

The location of the arbitration hearing shall be agreed to by both parties. The costs of these accommodations shall be borne equally by both parties.

ARTICLE 9 - DISCIPLINE, SUSPENSION AND DISCHARGE

9.01 Just Cause and Burden of Proof

Prior to imposing discipline on an employee the Company shall advise the employee of their right to have a Steward present if they so desire.

The Company and the Union agree that should the employee desire a Steward and no Steward be available the imposition of the discipline shall be postponed until such time as a Steward is available. This clause shall not prevent the Company from issuing an emergency suspension if the circumstances warrant it.

9.02 Personal File

- (a) The Company agrees that there shall be only one (1) personal file for each employee and that no report relating to the employee's conduct or performance may be used against him/her in the grievance procedure or at arbitration unless such report is part of the said file.
- (b) No report may be placed in the file or constitute a part thereof unless a copy of the said report is sent/provided to the employee within ten (10) calendar days after the date of the employee's alleged infraction, or of its coming to the attention of the Company, or of the Company's alleged source of dissatisfaction with him or her.
- (c) Any unfavourable report concerning an employee and any report concerning an infraction shall be withdrawn from the file after a period of twelve (12) months from the date of the alleged infraction.
- (d) A verbal reprimand shall not be considered as a disciplinary measure and shall not be reported in the personal file of the employee.

9.03 Access to Personal File

Upon written request from an employee, he/she shall be granted access to his/her personal file, in the presence of a Union Representative if so requested, and an authorized Representative of the Company, within a reasonable amount of time after the request.

9.04 Interviews

- (a) The Company will attempt to take any required disciplinary action within ten (10) **calendar** days from the date any alleged incident became known to the Company. Both the Union and the Company recognize that legitimate reasons may result in discipline being dispensed subsequent to the ten (10) **calendar** days.
- (b) The Company agrees to notify an employee twenty-four (24) hours in advance of any interview of a disciplinary nature or related to his/her attendance record and to indicate:
 - (i) his/her right to be accompanied by a Union Representative as specified in clause 9.01;
 - (ii) the purpose of the meeting, including whether it involves the employee's personal file;
 - (iii) that if the employee's personal file is to be considered during the interview, the employee and/or his/her Union Representative, the latter with the employee's permission, shall, before the meeting, have access to this file in accordance with clause 9.02.
- (c) The employee has the right to refuse to participate or to continue to participate in such interview unless he/she has received the notice hereinabove provided for.
- (d) If the employee fails to appear at the interview and does not explain his/her inability to do so, the Company shall proceed unilaterally.

9.05 Employee-Steward Relationship Confidential

The Company agrees that communications between an employee and his or her Steward or other Union Representatives acting in that capacity are privileged and confidential and cannot be produced in evidence during arbitration.

9.06 No Right to Discipline

An employee temporarily assigned by the Company to a managerial position shall not impose discipline on another employee included in the bargaining unit.

ARTICLE 10 - UNION REPRESENTATION

10.01 Number of Union Stewards

The Union may elect or otherwise appoint two (2) Stewards and for the purpose of assisting employees in presenting grievances to the Company as set forth in this agreement.

10.02 Authority of Union Stewards

No Steward or Union Representative shall exercise or attempt to exercise any authority or control over the functions of management as set forth in article 2 hereof.

10.03 Rights and Responsibilities of the Union Stewards

The Company agrees that Union Stewards shall not be hindered, constrained, prevented nor impeded in any way in the accomplishment of their duties while investigating complaints and representing employees in accordance with the provision of this Article. Whenever the Union Steward decides to investigate an Urgent Complaint, he/she shall seek from his/her supervisor permission to leave his/her work, indicating the nature of the complaint and such permission shall be granted to him/her within the next thirty (30) minutes. For the purpose of his/her investigation, he/she shall be allowed all the reasonable time required, and he/she shall report to his/her supervisor before returning to his/her normal functions.

10.04 Definition of Urgent Complaint

An Urgent Complaint is one dealing with Pay or Health and Safety.

10.05 Negotiating Committee

The Company will recognize a Union Negotiating Committee consisting of Union Representatives of which not more than one (1) will be a direct employee from each facility of the Company.

ARTICLE 11 - SENIORITY

11.01 Method of Calculation

Seniority is calculated from the last date of entry as a regular employee in a position covered by this bargaining unit.

11.02 Loss of Seniority

An employee shall lose all seniority if they are:

- (a) assigned, promoted, demoted, transferred, loaned or appointed outside the bargaining unit to a managerial position, in either an acting or permanent capacity;
- (b) assigned, promoted, demoted, transferred, loaned or appointed outside the bargaining unit to a non-managerial position in either an acting or permanent capacity;
- (c) under (b) of this clause, if an employee returns to his/her former class within six (6) months, he/she shall be deemed to have continuous service for seniority purposes.

11.03 Seniority Lists

Copies of seniority lists shall be given by the Company to the Union:

- (a) as soon as possible but not later than one (1) month following the signing of the Collective Agreement;
- (b) and, the Company provides revised lists every six (6) months or more frequently as determined through local consultation;
- (c) each time the Company provides the Union with seniority lists in accordance with the previous paragraph, a copy of the seniority lists applying thereto shall be posted on the information board.

11.04 Seniority

An employee will be considered on probation and will not be subject to his/her seniority related provisions of this Agreement and not be placed on the seniority list until after the completion of sixty (60) worked days.

11.05 Break in Service

An employee shall lose all seniority and shall be deemed to have terminated employment with the Company:

- (a) by voluntarily leaving the employ of the Company;
- (b) if an employee is discharged and is not reinstated pursuant to the grievance and arbitration procedure as provided in this contract;
- (c) if an employee has been laid off and fails to reply to a recall notice, within ten (10) working days of its mailing by registered mail or being sent a telegram to the employee's last known address. It shall be the employee's responsibility to keep the Company informed of any change in the employee's address;
- (d) if an employee has been laid off fails to return to work within two (2) days of receiving recall notice by registered mail or telegram. It shall be the employee's responsibility to keep the Company informed of any change in the employee's address;
- (e) if an employee overstays a leave of absence granted by the Company without securing an extension in writing, of such leave of absence unless the extension is due to circumstances beyond the control of the employee, whereupon the employee must notify the Company by telegram of the circumstances and probable return date;
- (f) if an employee on a leave of absence takes employment other than that declared and agreed upon when applying for the leave of absence;
- (g) if an employee is absent from work for three (3) or more consecutive working days without notification to the Company unless such failure is a result of circumstances beyond the control of the employee;
- (h) if an employee is laid off and not recalled within six (6) months from the date of lay off;

- (i) if an employee is retired in accordance with Company policy;
- (j) if an employee is absent due to non-occupational illness or accident for a period of five (5) years from the date of the accident occurred or the illness commenced; this clause will be interpreted in a manner consistent with the Ontario Human Rights Code and may be the subject of a grievance;
- (k) If an employee is absent due to occupational illness or accident for a period of five (5) years from the date the accident occurred or the illness commences; this clause will be interpreted in a manner consistent with the Ontario Human Rights Code and may be the subject of a grievance.

11.06 Temporary Assignment Between Classifications

Seniority, and skills and abilities, shall be the governing factors in temporary assignments between classification and non-disciplinary demotions. It is understood that where the skills and abilities are relatively equal seniority will govern.

ARTICLE 12 - SELECTION OF SHIFTS

12.01 Position

- (a) A position is identified by the following:
 - (i) the classifications;
 - (ii) the schedule of work.

12.02 Notice of Vacant Position

When a permanent vacancy occurs in a classification within the bargaining unit the Company shall post notice of the initial permanent vacancy within five (5) working days with a description of the vacancy. Such notice shall remain posted for a period of five (5) working days. Any successful candidates shall be moved to his/her new position as soon as it is practicable to do so.

12.03 Vacant Position

A position shall be deemed vacant when there is no incumbent so long as the employer determines that there remains a need for the position. For clarity this shall include situations where:

- (i) the incumbent ceases to be an employee;
- (ii) an additional position is created;
- (iii) the majority of the scheduled hours of work of a position are changed.

12.04 Description of Vacancy

The description of the vacancy shall set out the classification, wage rate, and weekly schedule for the position.

12.05 Filling Job Vacancies

In filling job vacancies including promotions, transfers and new positions, the job shall be awarded wherever possible within fifteen (15) working days of the posting to the senior applicant within the class provided he/she is qualified;

- (a) In the event that there are no applicants from within the classification, the Company will then consider applicants from outside the classification within the bargaining unit. The basis the Company shall use in selecting a successful candidate is skills and ability to perform the work. Where two (2) or more candidates have equal skills and ability to perform the work seniority shall be the governing factor in making the selection
- (b) Failing to fill the position under (a) part-time employees shall be given the right to promote. The Company shall utilize the criteria as outlined in (a) above.
- (c) In the event that there are no applications from within the bargaining unit who meet the above requirements the Company shall fill the vacancy at its discretion.

12.06 Successful Applicant

When a vacancy is filled under the provisions of article 11.05 the Company shall post the notice for a period of five (5) working days indicating the name of the successful applicant.

ARTICLE 13 - HOURS OF WORK

13.01 Shift Schedules

The Company maintains the right to schedule shifts in accordance with work requirements.

The Company will endeavour to provide as much notice as possible to affected employees in the event of changes in shifts; however, no change to shift schedules can occur without **meaningful** consultation with the Union.

13.02 Posting of Work Schedules

The Company shall post a weekly schedule of work. This schedule shall indicate employees scheduled days of work, scheduled days of rest, lunch periods and rest breaks.

13.03 Lunch Break

All employees who work in excess of five (5) consecutive hours in a shift will take a one half hour paid lunch break. Subject to the requirements of the operation such lunch break will be scheduled, where possible, near the mid-point of the employee's shift.

No employee will be required to work during his or her scheduled lunch break.

13.04 Rest Breaks

All employees who are scheduled to work a minimum of four (4) hours on a given shift shall be entitled to a paid fifteen (15) minute rest break. If an employee's shift is in excess of six (6) consecutive hours he/she shall be entitled to a second additional fifteen (15) minute paid break after lunch.

13.05 Night Shift

The work schedule applicable to employees assigned to night shift work shall contain two (2) consecutive rotation days off during two (2) of every three (3) consecutive work weeks.

13.06 Day Shift

The Company agrees to study the organization of its operations during the life of this agreement in order to review evening and night work.

13.07 Reporting Absences

An employee unable to report for work due to sickness or other justifiable reason shall notify his/her immediate supervisor as early as possible and in any event not later than four (4) hours before commencement of the shift he/she was due to report for unless he/she is unable to comply due to extraordinary circumstances.

When notifying the Company of absence, an employee must give an estimated date of return. If later he/she is unable to return on that date, a new return date must be given to the supervisor on or before the original estimated date of return.

The Company reserves the right to demand and receive medical evidence of the employee's condition. In addition the Company reserves the right to send the employee for a second medical opinion, from a physician selected by the Company and at the Company's cost.

ARTICLE 14 - OVERTIME

14.01 Rates

Overtime work shall be remunerated at the rate of time and one half (1½) an employee's regular straight time hourly rate. Overtime shall be paid for all hours worked in excess of eight (8) hours per day.

Overtime pay shall be paid by the fifteenth (15th) day of the month following the month in which the overtime was worked.

14.02 Overtime and Extension of Hours

Whenever possible the Company shall advise an employee at least three (3) hours in advance of overtime provided that the Company is aware of the need for such overtime at least four (4) hours in advance.

14.03 Posting of Lists

For the purpose of overtime work the Company shall post and maintain appropriate lists of employees in order of seniority.

There shall be consultation with the Union prior to the posting of these lists or prior to any changes to these lists.

Such lists shall indicate overtime opportunities offered to each employee.

14.04 Principle of Equal Opportunity

Overtime will be offered to persons on the list, who have the skill(s) and ability to perform the work, and who have had fewer opportunities, until a sufficient number of employees have been obtained to fulfill the requirements. When there is more than one (1) employee who has had fewer opportunities to work overtime assignments will be offered to such employees in descending order of the appropriate list.

The parties agree that the above procedure may be bypassed by the Company in cases of emergency.

Copies of the equal opportunity lists shall be provided to the Local Union upon request.

14.05 Order of Priority

In the application of clause 14.04 overtime work will be offered as follows:

- (a) to employees on duty who normally perform the work on which overtime is required;
- (b) to employees, who normally perform the work, who are scheduled to work their regular shift when overtime is required immediately prior to or after that shift.

14.06 Definition of an Opportunity

An opportunity to work overtime is defined as follows:

- (a) where the employee accepts;

- (b) where the employee refuses;
- (c) where the employee is absent on leave.

14.07 No Loss of Opportunity

Where an employee has been assigned on compulsory overtime an employee will not be considered as having had an opportunity to work overtime.

14.08 Compulsory Overtime and Extension of Hours

Where the Company is unable to obtain sufficient employees to work overtime by following the system in 14.04 the Company shall assign the overtime to those employees who normally perform the work and who have been assigned overtime on fewer occasions in ascending order of seniority.

14.09 Penalty for Bypassing

An employee who has been bypassed in administering equal opportunity; he or she shall be paid an amount equal to the amount he or she would have earned had he or she worked overtime or the missed opportunity.

14.10 Overtime Requirement

The Company shall have the right to schedule overtime when in its discretion overtime is required.

14.11 Call-back

An employee called back to work after having completed his/her scheduled hours of work for the day and having left the Company's premises will receive a minimum of three (3) hours work or pay in lieu of work subject to the employee's willingness to perform any work available.

Upon request, the Local Union shall be notified of call back overtime and the person who worked the overtime.

14.12 Coverage of Short Term Absences and Long Term Absences

(a) Coverage of Short Term Absences

Short Term Absences for the purpose of this clause is an absence of one (1) to four (4) working days.

The Company will offer extra hours/overtime in the following manner:

- (i) To “employees” that are present at work when the extra hours are required up to a maximum of eight (8) hours; then to “employees” that are not at work; employees will be free to accept or reject the offer of extra hours, then;
- (ii) If no “employee” accepts and hours are still required to cover the short term absence the offer of extra hours shall be made to temporary call-in Bee Clean employees at the applicable rates, then;
- (iii) If the above measures still do not cover the short term absence the Company will offer the hours of overtime to full-time employees.

Employees will be free to accept or reject any offer of overtime hours. All offers under this clause will be made by seniority and equal opportunity.

(b) Coverage of Long Term Absences

All known absences of five (5) working days or more including vacation will be offered in the following manner:

- (i) The original absence will be offered to full-time employees by seniority, then;
- (ii) The resulting absence to other full-time employees by seniority, then;
- (iii) The original or resulting absence not covered under (i) (ii) to part-time employees, then;
- (iv) Any remaining vacancy will be filled by an employee of Bee Clean at the applicable rate.

All offers under this clause will be made by seniority.

ARTICLE 15 - DESIGNATED PAID HOLIDAYS

15.01 Designated Paid Holidays

- (a) Each employee who has completed the probationary period and who is not required to work on any of the following days shall receive a normal day's payment at his/her regular straight-time hourly rate for the celebration of the holidays listed hereunder, provided the employee works their complete shift immediately before or after the holiday:

New Year's Day	Civic Holiday (August)
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Remembrance Day	

- (b) Any additional federally legislated holiday when such legislation is passed. This new holiday would not be in lieu of an existing holiday.

If the CUPW Urban bargaining unit achieved an additional designated paid holiday which may be identified as Family Day the Parties agree that the employees will be entitled to the same paid holiday.

15.02 Designated Holiday During Vacation

If a paid holiday falls or is observed during a full-time employee's vacation period:

- (i) the holiday will be charged to vacation leave and the employee will become entitled to an extra day's pay;
- (ii) the holiday will not be charged to vacation leave and the employee will become entitled to an alternate day at a time requested by the employee if possible, and the request will not be unreasonably withheld.

15.03 Overtime Rate

Employees required to work on any of the paid holidays shall be compensated at the rate of double time their regular straight-time hourly rate for the hours they work on the holiday in addition to his/her holiday pay. The Company does agree to utilize the minimum staff required to work on Easter Monday to meet its obligations.

15.04 No Payment in Event of Lay-Off

In no event will an employee who has been laid off for lack of work, receive payment for any holiday which occurs during the period of lay-off.

15.05 Number of Worked Days Required

In no event will an employee who has not earned wages on twelve (12) days of the four (4) preceding work weeks receive pay for the holiday.

15.06 Failure to Report

In no event will an employee required to work on a paid holiday that does not report for and perform the work receive pay for the holiday.

ARTICLE 16 - VACATION LEAVE

16.01 Vacation Pay

Vacation pay shall be paid out **on a separate cheque from regular wages.**

16.02 Calculation

Accrued vacation pay shall be paid out prior to the start of vacation leave subject to at least four (4) weeks written notice by an employee and vacation pay calculations shall not include any vacation pay previously paid.

16.03 Entitlement

Employees with less than one (1) year of service as of July 1 shall receive one (1) day of vacation per completed month of service prior to July 1 to a maximum of ten (10) days' vacation with pay equal to four percent (4%) of the wages of the employee in their months of employment immediately preceding July 1.

Employees with greater than one (1) year of service as of July 1 shall receive two (2) weeks' vacation with pay equal to four percent (4%) of the wages of the employee in the twelve (12) months of employment immediately preceding July 1.

Employees with greater than three (3) years of service as of July 1 shall receive three (3) weeks' vacation with pay equal to six percent (6%) of the wages of the employee in the twelve (12) months of employment immediately preceding July 1.

Employees with greater than **eight (8)** years of service as of July 1 shall receive four (4) weeks' vacation with pay equal to eight percent (8%) of the wages of the employee in the twelve (12) months of employment immediately preceding July 1.

Employees with greater than **thirteen (13)** years of service as of July 1, shall receive five (5) weeks' vacation with pay equal to ten percent (10%) of the wages of the employee in the twelve (12) months of employment immediately preceding July 1.

Employees with greater than seventeen (17) years of service as of July 1, shall receive six (6) weeks' vacation with pay equal to ten percent (10%) of the wages of the employee in the twelve (12) months of employment immediately preceding July 1.

16.04 Bidding for Vacation

Vacation periods shall be scheduled by mutual agreement between the Employer and the employees. In the scheduling of vacations employees shall be given preference based on seniority provided that this shall not interfere with the proper staffing of the location.

16.05 Vacation Year

The vacation year will be based on service as of July 1 of the year in which the vacation is taken for purposes of calculating time off entitlement.

16.06 Fractional Entitlement

An employee who was absent from work during the vacation year on short term disability or any unpaid leave of absence shall receive vacation pay proportionately less than a normal entitlement.

16.07 Vacation Pay Upon Termination

When an employee dies, or otherwise terminates employment with the Company, the Company shall pay to the employee or his/her estate, any outstanding vacation monies which have not been paid to the employee.

16.08 Vacation Leave Schedules

The vacation leave schedule for an employee shall be spread over the fifty-two (52) week period from July 1 to June 30 and there shall be consultation with the Union prior to the implementation of these lists and prior to any changes to these lists.

ARTICLE 17 - SPECIAL LEAVE

17.01 Bereavement Leave

Bereavement Leave when granted will be paid at the regular straight time hourly rate, for loss of scheduled work, from the day of death up to and including the day of the funeral for a maximum not to exceed four (4) consecutive days to attend the funeral of his/her immediate family. This period may be extended up to an additional two (2) day leave without pay if reasonable justification is provided to the Company.

Immediate family shall mean the employee's spouse and the parents of the spouse, employee's parents, stepparents, legal guardian, children, grandparents, brothers and sisters and grandchildren.

In order to qualify for bereavement leave pay an employee must substantiate to the Company's satisfaction his/her claim for the entitlement under this article.

17.02 Personal Leave

The Company may, in consultation with the Local Union, authorize a leave of absence without pay and benefits for personal reasons. Such requests will be in writing and submitted to the Manager and copied to the Local Union.

17.03 Marriage Leave

After the completion of six (6) months continuous employment, an employee who gives the Company at least five (5) days' notice, shall be granted special leave with pay of not more than three (3) days for the purpose of getting married. An additional two (2) days special leave will be granted without pay if the employee requires.

ARTICLE 18 - MEDICAL BOARDS

18.01 Veterans

The Company agrees that it shall grant leave of absence without pay to employees who are veterans under the following circumstances:

- (a) called in by the Department of Veterans Affairs for a medical examination not conducted primarily for the purpose of active treatment;
- (b) asked by the Department of Veterans Affairs to report in connection with a medical research program conducted by that Department;
- (c) reporting to the Department of Veterans Affairs for the purpose of the supply or maintenance of a prosthetic appliance;
- (d) called in by the Canadian Pension Commission for pension purposes.

ARTICLE 19 - PARENTAL RIGHTS

19.01 Right to Parental Leave

The Company agrees that it shall comply with the provisions set out in the Employment Standards Act of Ontario with respect to the granting of Maternity and Parental Leaves of Absence.

The Company and the Union agree that should the provisions of the Employment Standards Act regarding the Maternity and Parental Leaves of Absence be amended during the term of this Collective Agreement then the provisions of the Act with respect to Maternity and Parental Leaves of Absence which were in effect as of the signing of this Collective Agreement shall remain in effect until the expiry of the Collective Agreement.

ARTICLE 20 - LEAVE FOR UNION BUSINESS**20.01 Granting of Leave**

The Company agrees to grant leave of absence without pay to employees for the purpose of conducting Union business. This agreement and understanding is subject to the following conditions:

- (i) application for the leave must be in writing and be received by the Company at least ten (10) calendar days prior to the date(s) the leave is requested for;
- (ii) the application shall state the employee(s) requesting leave and the date(s) leave is required for;
- (iii) the cumulative total of Union leave of absence in the bargaining unit shall not exceed fifteen (15) days per year (excluding time spent in negotiations and time spent at the Union's National Convention, if applicable);
- (iv) the leave shall not prevent the Company from maintaining a working force of employees qualified, capable and willing to perform the work available.

20.02 Full-time Union Officers

Notwithstanding Article 20.01 where an employee of the Company is elected or appointed to a full-time Union office the Company shall grant the employee a leave of absence without pay and benefits for the period during which he/she is elected or appointed to hold office.

Upon expiry of the leave of absence the employee will be reinstated to their prior position provided it still exists and subject to the seniority provisions of the Collective Agreement.

ARTICLE 21 - JURY DUTY**21.01 Jury Duty**

An employee who is selected for service as a juror will be compensated for loss of pay from his/her regularly scheduled shift due to such jury service. Such compensation will be based on their regular scheduled hours at his/her regular straight time hourly rate less the fee received for his/her services as a juror. However, should the employee present himself/herself for selection as a juror and not be selected then he/she is required to return to the plant to complete his/her remaining normally scheduled work day.

21.02 Procedure

In order for an employee to qualify for payment under this article, he/she must:

- (i) notify the Company within twenty-four (24) hours of his/her notification that he/she will be required to attend court; and,
- (ii) present proof of service requiring the employee's attendance; and,
- (iii) present proof of the amount of pay received for such service.

21.03 Night Shift Employees

A night shift employee who is called for jury duty shall upon request, receive a leave of absence, without pay, for his/her shift immediately following the completion of their jury duty. The employee shall advise the Company of their decision in this regard within twenty-four (24) hours of their notification that they are required to attend court.

ARTICLE 22 - TECHNOLOGICAL CHANGE

22.01 Definition

Technological changes shall mean the introduction by the Company of equipment different in nature from that previously used by the Company which results in a change in the manner in which the Company carries on its operations.

22.02 Obligation to Meet

Prior to implementing a technological change(s) which will cause a reduction in the workforce or which will result in a significant change in the manner in which the Company carries on its operation the Company agrees to notify the Union as far in advance as possible of its decision to introduce the technological change(s) and to meet with the Union and discuss the change(s) and its implications.

22.03 Pertinent Information Included

The notice mentioned in clause 22.02 shall be given in writing and shall contain pertinent data including;

- (a) the nature of the change;
- (b) the date on which the Company proposes to effect the change;
- (c) the approximate number of employees likely to be affected by the change.

22.04 Adverse Effects

The Company and the Union agree that during the discussions referred to in article 22.02 the parties will discuss ways to minimize or eliminate any adverse effects.

ARTICLE 23 - HEALTH AND SAFETY

23.01 Health and Safety

The Company and the Union agree that they shall comply with the provisions of the Occupational Health and Safety Act of Ontario.

The Company and the Union agree that should the Occupational Health and Safety Act of Ontario be amended during the term of this Collective Agreement then the provisions of the Act which were in effect as of the signing of this Collective Agreement shall remain in effect until the expiry of the Collective Agreement.

23.02 Information and Investigations Concerning Work Accidents

- (a) The Company shall conduct such investigation as may be necessary to determine the circumstances surrounding work accidents and health hazards arising in the workplace. Such investigations shall be conducted in the presence of a Union representative.

Reports of these investigations, including police reports if made and are available, shall be submitted to the Local Joint Health and Safety Committee as well as to the Local of the Union. The Local Joint Health and Safety Committee and the Local of the Union may request further information from the person who conducted the investigation.

- (b) The Company shall provide the employees concerned and the Local Joint Health and Safety Committee with a copy of the work accident report.
- (c) The Company shall provide the Local of the Union with a copy of the Provincial Workers' Safety Insurance Board Corporation's Report of Accident.

23.03 Rights of the Union

- (a) When a Union representative notes that the quality of the environment is deteriorating, he or she shall inform the Company without delay in writing or orally if he or she believes the situation is urgent.

Accordingly, the Company shall:

- (i) carry out the necessary inspections, analyses and investigations in the presence of a Union representative, and provide him or her with a copy of the report arising from these inspections, analyses and investigations;
 - (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 or a Local of the Union is not satisfied with the results of the investigation 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.

23.04 Right of Refusal

- (a) An employee has the right to refuse to do particular work if he or she has reasonable grounds to believe that the performance of this work will endanger his or her health, safety or physical well-being, or may similarly endanger another employee.

- (b) The employee may not however exercise the right granted him or her under paragraph 23.04(a) if the refusal to perform this work places the life, health, safety or physical well-being of another person in immediate danger or if the danger that could justify the refusal is inherent in the kind of profession, trade or occupation exercised by the employee.
- (c) When an employee refuses to do particular work in accordance with paragraph 23.04(a):
- (i) he or she shall inform his or her supervisor and Union representative without delay;
 - (ii) he or she shall suffer no loss of salary during the period for which he or she withdraws his or her services;
 - (iii) he or she is entitled to be present while the investigation provided for hereinafter is conducted;
 - (iv) until the situation is remedied, no other employee may be assigned to use or operate the machine, apparatus, material or object, or be assigned to the part of the work which is the subject of the investigation, unless it is this person's duty to establish safe conditions;
 - (v) until the situation giving rise to the refusal to work is corrected, the Company may assign temporarily the employee to another job providing that it is similar to his or her own, that the employee does not suffer any loss of salary and that such an assignment does not violate the provisions of the collective agreement.
- (d) As soon as the Company is informed by the employee, it shall ensure that the necessary investigations, inspections and analyses of the situation giving rise to the refusal to work are conducted; they shall be conducted in the presence of a Union representative and the employee concerned. Should the employee concerned or the Union representative choose not to be present, the investigation may nevertheless proceed.

23.05 Right to Training

The Company agrees to provide training which is sufficient and adequate to all employees as determined through consultation with the Local Union.

The Company agrees to provide training which is sufficient and adequate to any employee who is required to work on or operate the skyjack.

The Company further agrees that any training provided to employees will be provided in the employees' first language and that the training will be conducted on paid Company time.

All training records for all employees' will be supplied to the Local Union upon request.

23.06 Night Workers' Recovery Leave

As of July 1, 2021, a regular night shift employee shall earn entitlement to paid recovery leave at the rate of one third (1/3) of a day, for each four (4) week period in which he or she works on the night shift. Recovery leave shall be taken in units of not less than one (1) full day.

ARTICLE 24 - SICK LEAVE

24.01 Sick Leave

Employees who have passed their probationary period are entitled to (7) seven days off per year with pay. Employees who do not use their sick days will be entitled to carry-over the unused days into the next year in addition to their yearly entitlement. A medical note is required for any absence of three (3) days or more.

Upon termination of employment, for any reason, there will be no payout on any unused portion of sick leave credits, which the employee may have banked.

ARTICLE 25 - WAGE RATES AND CLASSIFICATIONS

25.01 Hourly Rates

The regular straight-time hourly wage rates and corresponding classifications shall be set out in Schedule "A" attached to and forming part of this agreement.

ARTICLE 26 - LAY-OFF and RECALL

26.01 Displacement by Seniority

In the event of a reduction in the workforce, the employee(s) with the least seniority in their classification shall be laid off first provided the employee (s) retained on this basis have the skill(s) and ability to do the work available.

In the event of a reduction in the workforce an employee shall exercise their seniority to displace the most junior employee, in their classification, in the bargaining unit provided the employee has the skill(s) and ability to do the work available.

26.02 Recall

Recall of employee(s) on lay-off shall be in the inverse order of lay-off, by classification, provided the employee(s) being recalled has the skill(s) and ability to do the work available.

ARTICLE 27 - GENERAL

27.01 Bulletin Boards

The Company agrees to provide space on the bulletin boards for the posting of notices from the Union which are of interest to the members of the bargaining unit. Any material to be posted must have prior approval of the Company. The Company shall not unreasonably withhold its approval.

27.02 Plural or Feminine Terms May Apply

Whenever the singular or masculine is used in this Agreement, it shall be considered as if plural or feminine has been used.

27.03 Sub-Titles

Titles to respective clauses are not part of this Collective Agreement and are considered to have been inserted for convenience of reference only.

27.04 No Pyramiding

The parties agree that there shall be no pyramiding of premium rates.

27.05 Work in the Bargaining Unit

No employee in a managerial capacity shall perform work in CUPW functions except in the following circumstances:

- (i) In cases of emergency or urgent situation;
- (ii) In the performance of necessary work when operational difficulties are encountered on the job;
- (iii) While instructing or training bargaining unit members;

ARTICLE 28 - STRIKES AND LOCKOUTS

28.01 No Strikes or Lockouts

The Company and the Union agree that there shall be no strikes or lockouts during the term of this Collective Agreement. The words Strike and Lock Out shall be defined in accordance with the Ontario Labour Relations Act.

28.02 No Payment of Benefits or Wages

It is further agreed that during the term of this agreement or beyond the termination hereof or beyond the termination date of any extension thereof, employees shall not be entitled to any fringe benefits or wages whatsoever while they are engaged in a strike.

ARTICLE 29 - SHIFT PREMIUM

29.01 Shift Premium

Employees shall receive an additional premium of fifty-five (\$0.55) cents per hour for working during the hours stipulated in sub paragraph (i).

- (i) This premium shall be payable in respect of all hours worked between 11:00 p.m. and 7:00 a.m.

ARTICLE 30 - BOOT AND GLOVE ALLOWANCE

30.01 Boot Allowance

Effective the date of the signing of this Collective Agreement the Company agrees to pay each employee one hundred & fifty dollars (\$150.00) for the purchase of safety footwear.

In addition, on August 1st 2018 and each subsequent year the Company agrees to pay all employees an additional one hundred & fifty dollars (\$150.00) for the purchase of new safety footwear.

30.02 Glove Allowance

Effective the date of signing, the Company agrees to provide gloves to each employee during the duration of this Collective Agreement.

ARTICLE 31 - RIGHT TO REFUSE TO CROSS PICKET LINES

31.01 Right to Refuse to Cross Picket Lines

The Company recognizes the right of individual Union members to refuse, as a matter of imminent danger, to cross a picket line of any Union engaged in a strike or lockout. The Company will not discipline any employee while on assignment for failing to cross a picket line.

ARTICLE 32 - UNION EDUCATION FUND

32.01 Union Education Fund

The Company agrees to pay on July 1 of each year an amount of two hundred dollars (\$200.00) per location, into the C.U.P.W. Union Education Fund.

The monies paid into the fund will be used exclusively for the purpose of the education in all aspects of trade unionism of employees of the Company who are members of the Union.

ARTICLE 33 - DURATION AND PREVIOUS AGREEMENTS

33.01 Duration

Unless changed by mutual consent in writing, the terms of this Collective Agreement shall continue in effect from the day in which the Collective Agreement is signed to June 30, 2022 and shall continue automatically thereafter for annual periods of one (1) year unless either party notifies the other in writing, by registered mail, not more than ninety (90) days or less than thirty (30) days from the expiry date of this agreement, of termination of, or proposed revision of, this agreement.

33.02 Renewal

If pursuant to such negotiations an agreement is not reached on the renewal or amendment of this Agreement, or the making of a new Agreement, prior to the current expiration date, this Agreement shall continue in effect until a new Agreement is reached by the parties or until conciliation proceedings prescribed at law have been completed, whichever date shall first occur.

33.03 Sole Agreement

This Agreement constitutes the entire agreement between the parties and supersedes and replaces all agreements, memorandums and practices both written and oral.

SCHEDULE "A" – Classifications and Wages

<i>BEE CLEAN SCHEDULE A</i>				
<i>CLASS</i>	<i>MARCH 31, 2019</i>	<i>JULY 1, 2019</i>	<i>JULY 1, 2020</i>	<i>JULY 1, 2021</i>
<i>CLEANER</i>	Start - \$14.49	Start - \$14.79	Start - \$15.14	Start - \$15.54
	6 Months - \$14.63	6 Months - \$14.93	6 Months - \$15.28	6 Months - \$15.68
	12 Months - \$15.34	12 Months - \$15.64	12 Months - \$15.99	12 Months - \$16.39
<i>LEAD HAND</i>	\$16.34	\$16.64	\$16.99	\$17.39

NOTE:

Should the Minimum Wage be legislated resulting in an increase in the above Schedule "A" the employer has agreed to the following:

- At least a twenty-five cent (0.25) differential will be maintained between the six (6) month rate and minimum wage;
- At least fifty cent (0.50) differential will be maintained between the maximum rate and minimum wage;
- Full retro based on hours paid within sixty (60) days of the signing of the Collective Agreement;
- Lead hands will be paid one dollar (\$1.00) above the maximum rate of cleaners retroactive to the signing of the Collective Agreement.

Finally, it was agreed that all Units would be paid on a bi-weekly basis every second Thursday, as close as possible to the beginning of the shift. Should a designated paid holiday fall on a day which is normally designated as a pay day, then the employees shall be paid on the preceding work day.

SCHEDULE "B" - BENEFITS

The costs for the benefits package will be shared by the employer and the workers at 60%-40%, effective upon the signing of this collective agreement.

Note: For clarity, the 'per pay' references would be bi-weekly deductions (26 pays per year) and the Company will review rates and adjust in coordination with the annual benefits renewal (currently at June 1st each year but subject to change).

Classes:

Bee-Clean – Kitchener, Hamilton, Windsor

Eligibility:

Must be employed on a permanent and non-seasonal basis for at least twenty (20) hours per week.

Waiting Period:

Three (3) months of continuous employment

Life Insurance:

Benefit Schedule Flat \$10,000

Reduction / Termination Reduces by 50% at age 65 and terminates at age 71

Accidental Death & Dismemberment:

Benefit schedule An amount equal to your Life Insurance

Health Insurance:

Hospital	Semi-private – 100% Coinsurance
Out of Country	Emergency – 100% Coinsurance
Drugs	<ul style="list-style-type: none"> - Covers drug that legally require prescription – including Enhanced Generic Substitution and Health Case Management - 100% Coinsurance on Dispensing Fees with a \$7 Dispensing Fee Cap - 80% Coinsurance on drug components
All Other Health	<ul style="list-style-type: none"> - 80% Coinsurance - Deductible- \$100 single / \$200 family per calendar year (deductible does not apply to Hospital, Out of Country or Drugs)
Professional services	\$500 per calendar year Chiropractor, Psychologist/Social Worker, Physiotherapist, Dietician, Podiatrist, Speech Therapist, Massage Therapist, Acupuncturist, Naturopath, Osteopath
Private duty nursing	\$5,000 for a maximum of 12 months per condition
Ambulance	Yes
Hearing aids	\$700 every 5 years
Best Doctor Service Card	Yes
Survivor benefit	24 months

Vision care:

Eye Exams	1 exam every 24 months
Glasses and contact lenses	\$300 every 24 months

Dental:

Coverage type 80% Basic & Minor Restorative

Services include:

- Diagnosis
- Space maintainers
- Prevention
- Minor Restorative Services
- Endodontic and Periodontics

Deductible per calendar year \$50 single / \$100 family

Maximum \$1,000 per calendar year

Fee Guide Current fee guide

Survivor benefit 24 months

SCHEDULE "C" - WORK IN THE BARGAINING UNIT

The Company agrees that prior to calling in workers from outside of the Bargaining Unit to perform work; they will first offer this work to Bargaining Unit employees who are currently laid-off following the principles of Article 26.

After the employer has exhausted the proceeding steps and the actions mentioned above are not sufficient to meet service requirements, the employer may at this time call in workers from outside the Bargaining Unit.

SCHEDULE "D" - UNIFORMS

That the Company provide the standard issue to employees each fiscal year:

- Shirts/blouses - issue of two (2)
- Pants or skirts - issue of either two (2) pants or (for women) a choice of either two (2) pants or a combination of skirt or pant.
- One (1) winter coat every two (2) years.

Such issue will be provided within sixty (60) days of the signing of the collective agreement.

LETTER OF UNDERSTANDING # 1

It is understood and agreed by the parties that Article 11.03; 12.02; 12.05; 13.02; 14.03; 14.04; and 26.01 will be applied on a 'site-specific' basis.

For further clarification it is understood and agreed by the parties that these articles will only be applied in the individual locations (Examples: For Hamilton Members Only; For Kitchener Members Only; For Windsor Members Only) and not to be shared between the three (3) locations together.

LETTER OF UNDERSTANDING # 2

Between: Bee-Clean Building Maintenance (hereinafter called the "Company") at 393 Millen Road, Stoney Creek, Ontario

Between: Bee-Clean Building Maintenance (hereinafter called the "Company") at 393 Millen Road, Stoney Creek, Ontario; Trillium Drive, Kitchener, Ontario; Walker Road, Windsor, Ontario

And: Canadian Union of Postal Workers (hereinafter called the "Union")
344 Sovereign Road, London, Ontario

The parties hereto agree that for the duration of the current Collective Agreement the Company will not increase the number of working supervisors at this location so as to cause the lay-off of a member of the bargaining unit.

The Parties recognizes that if Canada Post relocates its operations to new facilities, CUPW will remain as the sole and exclusive bargaining agent.

LETTER OF UNDERSTANDING # 3

If the CUPW Urban bargaining unit achieved an additional designated paid holiday which may be identified as Family Day the Parties agree that the employees will be entitled to the same paid holiday

LETTER OF UNDERSTANDING # 4

It is understood and agreed by the parties that the Company will endeavour to cover all absences after applying all applicable Articles of the Contract by utilizing Company employees from outside the facility as is the current practice in the Windsor Plant.

Signed at Woodstock, this 15th day of August, 2019
(city) (day) (month)

For the Union:

For the Company:

Name

Name

Name

Name

Name

Name

Name

Name

Name

Name

Name

Name
