

COLLECTIVE AGREEMENT

BETWEEN:

**ALPINE BUILDING MAINTENANCE INC.
CITY OF TORONTO BUILDINGS**

– and –

**LABOURERS' INTERNATIONAL UNION OF
NORTH AMERICA, LOCAL 183**

January 1, 2026 – December 31, 2028

TABLE OF CONTENTS

ARTICLE 1: Scope and Recognition	1
Contracting Out / Bargaining Unit Work.....	1
ARTICLE 2: Union Security	2
ARTICLE 3: Management Rights	2
Employer Policies.....	3
ARTICLE 4: Grievance Procedure	4
ARTICLE 5: Arbitration	5
ARTICLE 6: Employer Grievances and Union Grievances	5
ARTICLE 7: Appendices of Wage Rates, Hours-of-Work, & Employer Contributions ..	6
ARTICLE 8: Union Representation	6
Right to Have Steward Present	7
ARTICLE 9: Productivity	7
Union Activity	7
ARTICLE 10: Statutory Holidays	8
ARTICLE 11: Vacation Entitlements	8
ARTICLE 12: Personal Days	9
ARTICLE 13: Payment of Wages	10
ARTICLE 14: Jury Duty and Crown Witness	10
ARTICLE 15: Protective Clothing	11
Uniforms.....	11
Safety Boots.....	11
Anti-Slip Shoes.....	11
ARTICLE 16: Lunch and Rest Periods	11
ARTICLE 17: Employee Status	12
Full-time Employee.....	12
Part-time Employee.....	12
Probationary Employee	12
ARTICLE 18: Job Posting	12
Filling Vacancies	13
ARTICLE 19: Leaves	13
Bereavement.....	13
Leave of Absence.....	14
Returning From Leaves.....	14
ARTICLE 20: Seniority	14
Loss of Seniority.....	14
Accumulation of Seniority.....	15
Seniority List.....	15
Layoff and Recall.....	15
Transfer.....	16
ARTICLE 21: Discipline	16
Sunset Clause	16

Access to Personnel File	16
Notice of Discipline	16
Signature on Disciplinary Documents	17
ARTICLE 22: Union / Management Meetings	17
ARTICLE 23: Health and Safety	17
Harassment	18
ARTICLE 24: Miscellaneous	18
Bulletin Board	18
Employee Attendance at Staff Meetings	18
No Individual Agreements	18
Loss of Contract	18
ARTICLE 25: Duration of Agreement	19

APPENDIX "A"

ARTICLE 1: Wages, Classifications and Hours-of-Work	20
ARTICLE 2: Hours-of-Work	20
ARTICLE 3: Benefits	21
ARTICLE 4: Pension	22
ARTICLE 5: Retiree Benefit Fund	22
ARTICLE 6: Training Fund	23

APPENDIX "B"

COLLECTIVE AGREEMENT

BETWEEN:

**ALPINE BUILDING MAINTENANCE INC.
CITY OF TORONTO BUILDINGS**

(hereinafter called "the Employer")

- and -

LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183

(hereinafter called "the Union")

ARTICLE 1: SCOPE AND RECOGNITION

1.01 The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for all employees of the Employer employed in cleaning services at various City of Toronto Buildings listed in Appendix "B", save and except supervisors and persons above the rank of supervisor, and office, sales and staff, special services and persons covered under any subsisting Collective Agreement relationship.

1.02 The Employer agrees to recognize and bargain collectively with the Union for all employees of the Employer as defined in Article 1.01

1.03 The words "employee" or "employees" wherever used in this Agreement shall mean all employees in the bargaining unit referred to in 1.01 above who have completed their probationary period, except where its context otherwise provides. In this Agreement words using the masculine gender shall be considered to include the feminine gender as well; the singular includes the plural and the plural, singular where the text so indicates.

1.04 The word "day" shall refer to working-days except Saturdays, Sundays or Holidays.

Contracting Out / Bargaining Unit Work

1.05 a) The Employer agrees that it will not contract in/out any bargaining unit work that has been performed by bargaining unit employees referred to in Article 1.01 above under any circumstances. In the event of a breach of this provision, the Employer shall pay damages to the Union equivalent to the union dues and all employer-paid contributions for all hours worked by the non-union worker(s).

b) The Employer further agrees that its Representatives not covered by the terms and conditions of this Collective Agreement shall not perform any bargaining unit work except for purposes of instruction or in cases of unforeseen emergency where bargaining unit members are not readily available.

ARTICLE 2: UNION SECURITY

2.01 All employees will be required to pay Union dues or the equivalent of Union Dues as a condition of employment, and that amount shall be deducted from the wages of each employee employed in any position within the bargaining unit described in Article 1 of this Agreement.

2.02 The Employer shall deduct from the pay due to each employee any dues, initial fees or assessments levied by the Union on its members. The Union agrees to advise the Employer in writing the amount set as regular monthly dues. Such deductions shall then be forwarded to the Secretary/Treasurer of the Union not later than the fifteenth (15th) day of the month following the month in which the deductions were made.

2.03 The Employer shall, when forwarding such dues, provide a list for the Secretary/Treasurer of the Union of those employees from whom such deductions have been made.

2.04 The Union shall indemnify and hold harmless the Employer against any and all liability which may arise by reason of the check-off by the Employer of dues, initiation fees or assessments in accordance with this Agreement.

2.05 The Employer agrees to provide the Union twice per year (Jan/Jun), or if there is a drastic change in between, an updated Seniority List which shall include the following information:

- Employee's Full Name
- Classification
- Full Time / Part Time Designation
- Rate of Pay
- Seniority Date
- Home Address
- Phone Number(s)
- Email Address

ARTICLE 3: MANAGEMENT RIGHTS

3.01 The Union recognizes and acknowledges that the Management of the operation and direction of the working forces are fixed exclusively in the Employer and, without restricting

the generality of the foregoing; the Union acknowledges that it is the exclusive function of the Employer and its management.

- a) To maintain order, discipline and efficiency; to make, alter, and enforce, from time-to-time, rules and regulations, policies and practices to be observed by its employees; to discipline and discharge employees, it being understood and agreed that changes will be brought to the attention of and discussion will take place with the Union Committee prior to implementation thereof.
- b) To select, hire, transfer, assign, promote, demote, classify, lay-off, and to recall, to plan direct and control operations; to select and retain employees for positions excluded from the bargaining unit.
- c) To operate and manage the business in order to satisfy its commitments and responsibilities; the right to determine the extension, limitation, curtailment or cessation of operations or any part thereof; the right to determine the nature and kind of business conducted by the Employer, the sub-contracting of work, the kinds and locations of operation, equipment, and materials to be used, products, materials, services and/or equipment purchased and/or leased, the control of materials, the methods and techniques of work, the content of jobs, the scheduling of operations, and quantity and quality of production; the right to create or alter job classifications from time-to-time; the right to use improved methods, machinery and equipment; the right to decide on the number of employees needed by the Employer at any time; the hours to be worked; starting and quitting times, except that these times will not be arbitrarily changed; to institute and generally the right to manage the enterprise and business are solely and exclusively the right of the Employer, except only as may be specifically limited by an expressed provision of this Agreement.
- d) The Employer has the right to discipline and discharge employees for just cause.

Failure by the Employer to exercise any of its management rights shall not be considered a waiver or abandonment of such rights. The Employer agrees it will not exercise its functions in a manner inconsistent with the provisions of this Agreement.

Employer Policies

3.02 Employer policies shall be communicated and available to the employees where applicable.

ARTICLE 4: GRIEVANCE PROCEDURE

4.01 For the purpose of this Agreement, any dispute as to the meaning, application or interpretation of any of the provisions of this Agreement, including the discipline or discharge of employees covered by this Agreement, and any question as to whether a matter is arbitrable, shall be considered as a grievance and handled as set forth in this Article. The following procedure will be followed in the settlement of such disputes arising out of this Agreement:

STEP NO. 1

An employee who has a complaint relating to the interpretation, application or alleged violation of this Agreement shall discuss his/her complaint with his/her immediate Supervisor within five (5) days of the time when the incident giving rise to the complaint became known or ought reasonably to have become known to the employee. The immediate Supervisor will then have a maximum of four (4) days to respond in writing to the employee.

STEP NO. 2

If the decision of the Supervisor is not acceptable, the Union shall file a written grievance.

STEP NO. 3

The Union and the designated representative of the Employer shall meet within five (5) days of the date the Grievance is filed. The designated representative of the Employer shall have five (5) business days from the date of the grievance meeting to respond to the grievance in writing.

4.02 Probationary employees shall be considered as being employed on a trial basis, and may be terminated where the employee is considered, in the judgement of the Employer, to be unsuitable. The termination of a probationary employee can be based on a lesser standard than that for a seniority employee, should generally be at the discretion of the Employer, and should only be modified where the Employer has no basis for its decision.

4.03 A claim by an employee that he/she has been discharged or suspended without just cause may be treated as a grievance which shall commence at the third (3rd) step of the Grievance Procedure within three (3) days following the discharge or suspension.

4.04 The time limits set forth at the various steps of the Grievance and Arbitration Procedure may only be extended by mutual consent in writing, signed by both parties.

4.05 No matter may be submitted to Arbitration which has not been properly carried through all previous steps of the Grievance Procedure.

4.06 Any grievance not presented and/or carried forward within the time limits as set forth under any steps of the Grievance and Arbitration Procedure, or any longer periods which may have been mutually agreed upon as set out above, shall be deemed null and void, and settled on the basis of the last Employer response.

4.07 A grievance which has not been disposed or pursuant to the Grievance Procedure provisions of this Article shall not again be made the subject matter of a grievance.

4.08 An employee who has been discharged shall have the right to interview the Steward in a suitable place for a reasonable period of time before leaving the premises, unless the continued presence of that employee poses a danger to the facility or any of its employees.

ARTICLE 5: ARBITRATION

5.01 Failing a satisfactory settlement in Step 3 of the Grievance Procedure, it shall be the responsibility of the party desiring arbitration to so inform the other party, in writing, within ten (10) days after the response of the designated representative of the Employer.

5.02 The parties may mutually agree upon a “sole” arbitrator. Failing agreement, the parties may request the Ministry of Labour to appoint or use section 49 of the Act.

5.03 The decision of the sole Arbitrator shall be final and binding upon the parties. The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement nor to alter, modify or amend any part of this Agreement, nor to adjudicate any matter not specifically assigned to him/her.

5.04 The parties will equally bear the fees and expenses of the sole Arbitrator. Any witnesses called by the parties will be at their own expense.

ARTICLE 6: EMPLOYER GRIEVANCES AND UNION GRIEVANCES

6.01 Policy grievances may be initiated by the Employer or by the Union at the third (3rd) step of the Grievance Procedure. The Union is prevented from filing a policy grievance that might have been filed by an individual employee or employees, and the requirements of this Grievance Procedure shall not thereby be avoided.

6.02 Without limiting the generality of the foregoing, the parties agree the following offences will normally be considered just cause for immediate discharge and should only be modified by an Arbitrator where the Employer is unable to prove the incident which resulted in discharge:

- a) threatening physical harm with a weapon, or using a weapon to physically harm another person;
- b) theft, falsifying time records;
- c) sabotage;
- d) physical assault on the Employer or an Employer representative, or on another employee;
- e) possession of or use of illegal drugs, or the improper use of prescription drugs; being under the influence of alcohol or drugs when reporting for work or during working-hours;
- f) working elsewhere while on an authorized leave of absence, Workers' Compensation claim, or medical leave, without the written permission from the Employer;
- g) sexual harassment.
- h) security breaches including bringing unauthorized persons on site and sharing access cards with outsiders.

**ARTICLE 7: APPENDICES OF WAGE RATES, HOURS-OF-WORK,
AND EMPLOYER CONTRIBUTIONS**

7.01 Attached to this Agreement are appendices which specifically set forth and define hourly rates and job classifications, all of which are an integral part of this Agreement.

ARTICLE 8: UNION REPRESENTATION

8.01 Union Stewards may be appointed as follows:

One (1) Union Steward on each shift per location appointed from employees with a minimum of six (6) months seniority with the Employer. The Union shall submit to the Employer in writing the names of the Union Stewards.

Union Stewards shall, in their specific job classification, be the employees retained the longest in their respective classification.

8.02 The Union Steward shall perform the required duties of an employee of the Employer. The Union business shall not be conducted during regular working-hours without expressed

permission from an authorized Representative of the Employer and such permission shall not be unreasonably withheld.

8.03 The Employer agrees that a Union Steward shall not suffer any loss of pay for time necessarily spent during working hours while processing grievances with management approval. However, the Steward must receive permission of his/her Supervisor before leaving their regular work and must report back to their Supervisor when they return.

Right to Have Steward Present

8.04 An employee, who is subject to disciplinary action (i.e. written reprimands, suspension or termination) that is to be recorded within the employee's Personnel File, shall have the right to have a Steward to represent him/her at such meetings. The Employer agrees that the employee shall be notified of the purpose of such meeting. It shall be the responsibility of the Employer to contact the Steward and if one is not available the employee being disciplined may request the presence of another co-worker at such meeting.

8.05 A Union Steward, who is subject to discipline, shall have the right to the presence of a Union Representative or another officially appointed Union Steward, when practical.

8.06 This provision shall not apply to those discussions that are of an operational nature and do not involve imposition of disciplinary action.

ARTICLE 9: PRODUCTIVITY

9.01 The Union and Employer recognize the reciprocal value of improving, by all proper and reasonable means, the productivity of the individual employee; and undertake jointly and severally to promote and encourage such improved productivity.

9.02 The Union, during the term of this Agreement, shall not cause strikes within the meaning of the Ontario *Labour Relations Act*, and more specifically, there shall be no picketing, slowdowns, work-to-rule campaigns, sit-downs or other similar activities. The Employer agrees there shall be no lock-out of the employees during the term of this Agreement.

Union Activity

9.03 No Employee shall be discriminated against for any lawful Union activity or for serving on a Union committee or for reporting to the Union a violation of any provisions of this Agreement. Instances of alleged violations of the foregoing will be brought to the attention of management and an investigation by the parties will follow. The above will be

subject to the grievance procedure. Any proven allegations hereunder will be dealt with by the Employer.

ARTICLE 10: STATUTORY HOLIDAYS

10.01 The Employer agrees that the following days shall be recognized as paid holidays to be paid for on the basis of the employees' straight-time hourly rate multiplied by the number of hours the employee would have normally worked on such day.

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

or days celebrated in lieu thereof as mutually agreed upon by Employer and employee, regardless of the days on which the holiday falls.

10.02 To qualify for holiday pay, the employee shall work his/her scheduled working-day immediately prior to and his/her scheduled working-day immediately following the holiday. An employee who is absent on one (1) only of the qualifying days because of lay-off, bereavement leave, or certified illness or injury, for no more than six (6) consecutive working-days before or after such holiday, shall still qualify for holiday pay.

10.03 An employee required by the Employer to work on any of the above-mentioned holidays shall be paid at the rate of one and one half (1½) times of the employees' regular hourly wage in addition to the specific holiday pay.

10.04 When a paid holiday occurs on a regular working day during an employee's vacation, the vacation period shall be extended by one day or an alternative day of vacation shall be provided with the supervisor's approval.

ARTICLE 11: VACATION ENTITLEMENTS

11.01 Vacation pay shall be based on the length of service as defined in Article 20.01:

- a) Employees with less than one (1) year of continuous service shall be entitled to four percent (4%) vacation pay.
- b) Employees with one (1) year or more of continuous service but less than five (5) years of continuous service with the Employer shall receive four percent (4%) vacation pay and two (2) weeks of vacation time.

- c) Employees with five (5) years or more of continuous service but less than ten (10) years of continuous service with the Employer shall receive six percent (6%) vacation pay and three (3) weeks of vacation time.
- d) Employees with ten (10) years or more of continuous service with the Employer shall receive eight percent (8%) vacation pay and four (4) weeks of vacation time.
- e) Employees with twenty (20) years or more of service with the Employer shall receive ten (10%) vacation pay and five (5) weeks of vacation time.

11.02 The vacation year runs from January to December. Vacation pay will be paid out at the time of the employee's vacation. An employee can request their vacation pay at any time throughout the year, and the Employer shall pay it out. Any unused vacation pay will be paid out by the second pay period in January each year at the prevailing wage rate as of December 31 of the prior year.

11.03 Vacation periods shall be scheduled by mutual written consent of the Employer and employees.

11.04 Employees shall receive vacation pay no later than the first regular pay period following termination of employment.

11.05 Employees requiring longer vacation periods shall request the same in writing from the Employer at least three (3) months in advance of the intended vacation period and permission for the same shall not be unreasonably withheld.

ARTICLE 12: PERSONAL DAYS

12.01 All post-probationary employees will be entitled to the following Personal Days, as listed below from the period of January 1st to December 31st each year.

- Full Time Employees: 11 Days
- Part Time Employees: 5 Days

12.02 Personal days shall be paid for on the basis of the employees' straight-time hourly rate multiplied by the number of hours the employee would have normally worked on such day. All unused days by December 31st each year are cashable. Unused days will be paid by the second payday in January of each year at the prevailing wage rate as of December 31 of the prior year.

12.03 Personal days must be requested at least two (2) weeks in advance and must receive management's written approval. In the event that a personal day is taken for illness

or emergency, the employee will endeavour to provide the Employer with at least two (2) hours notice.

12.04 An employee commencing employment after January 1 shall have their personal days entitlement pro-rated for the number of months remaining in the calendar year in which they were hired.

ARTICLE 13: PAYMENT OF WAGES

13.01 Employees will be paid bi-weekly.

13.02 In the event of an intended lay-off, an affected employee shall receive notice or pay in lieu thereof in accordance with Provincial Government Regulations.

13.03 The Employer shall, no later than the next regular pay after discharging an employee, send by registered mail or email address (if available), to the said employee's last known address/email address (if available) on file, all outstanding documentation, including: Record of Employment and all benefits including: Vacation pay, Statutory Holiday remunerations and accumulated pay.

13.04 The Employer shall, no later than the next regular pay following an employee's voluntarily terminated employment, send by direct deposit, the said employee's pay cheque.

13.05 Wages shall be paid by direct deposit to each employee to the bank account information provided by the employee.

13.06 The Employer shall provide employees with access to an electronic/digital statement which defines hours worked, overtime hours, hourly rate (where applicable), deductions for Income Tax, Employment Insurance, Canada Pension Plan, Union Dues, vacation pay accrued etc. Hard copy of pay stubs shall be made available to Employees who do not have access electronically/digitally and who request to receive their pay stubs as a hard copy. Such statements shall be available to the workers on or before the pay day as per the Employment Standards Act.

13.07 Wages shall be in accordance with their prescribed rate.

ARTICLE 14: JURY DUTY AND CROWN WITNESS

14.01 Employees must immediately notify the Employer that they will be required to attend court. Any employee called for jury duty or subpoenaed as a Crown Witness shall be reimbursed by the Employer for the difference between jury or witness fees and the regular wages, he/she would have otherwise received. The Employer's obligation to pay the difference in wages is capped at four (4) weeks.

14.02 This clause does not apply to employees subpoenaed by the Union.

14.03 The employee will provide evidence that he/she reported for jury duty or was subpoenaed as a Crown Witness.

ARTICLE 15: PROTECTIVE CLOTHING

Uniforms

15.01 The Employer will supply each employee with four (4) short-sleeved uniform shirts. If requested by the member, the Employer will provide long sleeved uniform shirts. The Employer will reimburse employees to a maximum of forty dollars (\$40.00) per year (upon presentation of original receipt) for the purpose of purchasing uniform pants. Employees shall be responsible for the regular cleaning and maintenance of their uniforms. If outside work is required, coats will be provided by the Employer.

Safety Boots

15.02 Employees who are required to wear safety boots shall be reimbursed to a maximum of one hundred twenty-five dollars (\$125.00) per year (upon presentation of original receipt) for purpose of purchasing safety boots. It is understood that such an amount shall be reimbursed within fourteen (14) days from the date the receipt was submitted. If the employee is required to wear safety boots and receives the reimbursement, they will not be entitled to anti-slip shoes within the same year.

Anti-Slip Shoes

15.03 All employees shall be reimbursed to a maximum of sixty dollars (\$60.00) per contract year (upon presentation of original receipt) for the purpose of purchasing anti slip shoes. It is understood that such an amount shall be reimbursed within fourteen (14) days from the date the receipt was submitted.

ARTICLE 16: LUNCH AND REST PERIODS

16.01 Employees shall be entitled to a fifteen (15) minute paid break for each half (½) shift worked [i.e: four (4) hrs.].

16.02 Employees working seven (7) hours or more per day shall be entitled to a second fifteen (15) minute paid break.

16.03 Employees working more than five (5) hours per day shall be entitled to a half (½) hour unpaid lunch break.

ARTICLE 17: EMPLOYEE STATUS

Full-time Employee

17.01 Full-time employees are defined as members in the bargaining unit, who are regularly scheduled to work twenty (20) hours or more per week.

Part-time Employee

17.02 Part-time employees are defined as members in the bargaining unit, who are regularly scheduled to work less than twenty (20) hours per week. Employees who work less than twenty (20) hours do not receive benefits and are compensated in lieu of benefits.

Probationary Employee

17.03 Probationary employees shall be considered as being employed on a trial basis for a period of ninety calendar (90) days, and may be terminated where the employee is considered, in the judgement of the employer to be unsuitable.

The employer shall have the right to extend the probationary period by the same amount of time as time taken of due to approved leaves.

17.04 After completion of the probationary period, the employee's seniority date shall be his/her original hire date.

ARTICLE 18: JOB POSTING

18.01 a) Whenever a vacancy occurs within the bargaining unit, within five (5) calendar days the Employer shall post the position on a bulletin board, in a conspicuous area, accessible to all members of the bargaining unit. The job posting notice shall have the following information and will remain posted for seven (7) calendar days:

- The length of the position: Indicating Temporary or Permanent;
- All requirements for the job, including but not limited to classification, rate of pay, hours of work, days per week;
- Required qualifications;
- Clearly indicate how to apply for the position and whom to contact; and
- The date the posting went up and the closing date of the job posting.

b) A copy of the job posting will be sent to the Union Business Representative prior to posting the position.

c) All applicants interested in applying must write their name on the job posting. A copy of the signed job posting will be sent to the Union Business Representative after the posting period is complete and prior to filling the position.

d) If the Employer posts the job electronically, the Employer will provide the same proof of posting and applications in (b) and (c) to the Union over email, using screenshots or otherwise.

Filing Vacancies

18.02 In filling jobs under this section, the following factors shall be considered:

- i) skill, efficiency competence and qualifications;
- ii) reliability and physical ability;
- iii) seniority.

Where, between employees, the Employer determines the factors in i) and ii) are relatively equal, the senior employee will be awarded the position. Employees who are offered a posting will only be permitted to post for a new position every twelve (12) months.

18.03 When an employee successfully applies for a lateral transfer, such employee shall not be permitted to apply for another lateral transfer for a period of twelve (12) months from the date of transfer.

18.04 The vacancy that arose as a result of the posting shall be filled by an employee who has no specific assigned area at that time.

18.05 If there are no applicants who are qualified in the sole opinion of the Employer, the Employer may either assign the most junior employee, or hire a new employee, whichever the Employer chooses.

ARTICLE 19: LEAVES

Bereavement

19.01 In the event of a death of spouses; relatives dependent on the employee; and parents, grandparents, children, children-in-law, grandchildren or siblings of the employee or the employee's spouse (the listed familial relationships include stepfamily), the Company agrees to grant paid time-off from scheduled work, up to five (5) scheduled consecutive days. These days must include or immediately precede or follow the day of the funeral.

19.02 In the event of a death (in the immediate family as defined above), the employee is entitled to two (2) scheduled days off unpaid if the employee does not attend the funeral.

19.03 The Company may request acceptable proof to substantiate the employee's claim (i.e. death certificate).

Leave of Absence

19.04 The Employer may in its sole discretion, authorize a leave of absence of up to six (6) weeks without pay or benefits for personal reasons. Such request will be in writing, with the reason(s) clearly stated, and must be submitted as far in advance as possible to the Manager. In the event of an emergency leave of absence the Employer may waive the request be in writing. An employee returning from such leave shall be placed in his/her former job and shift, if applicable.

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

19.06 Leaves of absence taken for the purpose of extended vacation must be taken in conjunction with vacation entitlement as per Article 11.

Returning From Leaves

19.07 When employees return from sick leave, approved leave of absence, Workers' Compensation, or maternity leave, the employee shall be placed in his/her former shift and former duties within one (1) week, if available.

ARTICLE 20: SENIORITY

20.01 Seniority as referred to in this Agreement shall mean length of service at the building as identified in Article 1 - Recognition, dating back to original date of hire.

Loss of Seniority

20.02 An employee will lose his/her seniority and will be considered terminated for any of the following reasons:

- a) if the employee quits;
- b) if the employee is discharged for any cause and such discharge is not reversed through the Grievance Procedure;
- c) if the employee is off work because of lay-off, accident or illness for twelve (12) months or the length of the employee's seniority, whichever is shorter;
- d) if the employee fails to report for work within three (3) days after being notified by the Employer by registered mail, email address (if available) or courier to

report for work following lay-off unless a reason satisfactory to the Employer is given;

- e) if the employee is absent from work for two (2) days without notifying the Employer.

In the event of an injury or illness which prevents the employee from advising the Employer immediately as required above, the employee must do so as soon as possible, and may be required to supply a medical certificate in such circumstances, or where the employee has a demonstrated absenteeism problem.

Accumulation of Seniority

20.03 An employee shall accumulate seniority under any of the following conditions:

- a) when actually at work for the Employer;
- b) when absent on vacation with pay, on paid holidays or on approved leave of absence;
- c) during any period when he is prevented from performing his/her work for the Employer by reason of illness, accident and/or injury arising out of and in the course of his/her employment for the Employer and for which he/she is receiving compensation under the provisions of the *Workplace Safety and Insurance Act*, for a period of up to twelve (12) months unless a longer period is required by legislation.

Seniority List

20.04 Employees shall be required to notify the Employer of their current address and telephone number. The Employer shall be entitled to rely upon the last address and telephone number furnished to it by an employee for all purposes.

20.05 A seniority list shall be revised and posted in each workplace site every twelve (12) months and a copy sent to the Union.

Layoff and Recall

20.06 In the event of lay-offs in a respective site, and for the purpose of recalling those to work who have been laid-off in a respective site, the following factors shall be considered:

- a) skill, efficiency competence and qualifications;
- b) reliability and physical ability;
- c) seniority.

It is agreed that in circumstances where, between two (2) or more employees, skill and ability

is relatively equal, seniority shall govern.

Transfer

20.07 No employee shall be transferred to a position outside the bargaining unit without his/her consent.

20.08 If an employee is transferred to a position outside of the bargaining unit, he/she shall retain his/her seniority accumulated up to the date of leaving the unit, and for a one (1) year period from the date of appointment or the length of their seniority, whichever is shorter.

20.09 In the event that an employee covered by this Agreement should be promoted to a supervisory or confidential position beyond the scope of the Agreement, as defined in Article I - Recognition, he shall retain his accumulated seniority for a six (6) month period from the date of appointment or length of seniority, whichever is shorter.

ARTICLE 21: DISCIPLINE

Sunset Clause

21.01 An employee shall have the right to request that any disciplinary action including, but not limited to, warnings and suspensions be removed from the Personnel File after twelve (12) months has expired, provided that:

- a) No discipline is received for a period of twelve (12) months;
- b) The misconduct did not involve a violation of law or an issue constituting breach of trust.

Access to Personnel File

21.02 An employee or Union Representative, with the employee's written authority, shall be entitled to view the employee's Personnel File once every twelve (12) months and access to the employees Personnel File shall be provided within fourteen (14) calendar days of the request. The viewing of such files shall take place at the Employer's Human Resources Office, after the employees' regular working hours.

Notice of Discipline

21.03 All terminations or suspensions notices shall be sent to the Union within twenty-four (24) hours, excluding weekends and statutory holidays.

Signature on Disciplinary Documents

21.04 An employee's or a Union Steward's signature on disciplinary documents will constitute proof that the employee has received the disciplinary document. The Employee's signature shall not represent agreement with the discipline issued nor admission of wrongdoing.

ARTICLE 22: UNION / MANAGEMENT MEETINGS

22.01 The Employer agrees to meet with a Union Representative of the employees when a request for such a meeting is made by a Union Representative. Such meetings are to occur within two (2) days of the request being made but, in any event, not more than one (1) time per two (2) calendar months, unless the parties agree to meet more often.

22.02 The person or persons representing the Employer at such meetings are to be management personnel above the level of those management personnel normally supervising the work of the employees. This clause is understood to be separate and apart from the grievance provisions. The purpose of this clause is to facilitate an exchange of views on problems or suggestions to provide for the better functioning of employees in the workplace.

22.03 The Employer will use its best efforts to facilitate its access to the premises by the Union Representative for purposes of investigation and settlement of grievances immediately prior to a Step 3 meeting, and for the distribution of Union materials, and for Union meetings that have been previously approved by the Employer. It is understood by the Union that the foregoing rights may have to be limited in accordance with the security requirements of the building or for other business reasons.

ARTICLE 23: HEALTH AND SAFETY

23.01 Employees shall report any work-related accident/injury to his/her immediate supervisor as soon as it occurs and follow through with all responsibilities outlined in the *Workplace Safety and Insurance Act*.

23.02 Employees returning from Sick leave exceeding three (3) days or longer or employees that have a record of repetitive absenteeism, must provide a cleared Fitness for Duty report by a medical practitioner at their own expense to ensure they are physically able to perform their duties and maintain their safety at work.

23.03 The employer shall provide (when available) space to be used as change rooms that are safe to be used as such.

Harassment

23.04 All employees have the right to work in an environment free from harassment. Harassment will be grounds for the imposition of discipline pursuant to this Agreement. Where an employee alleges that harassment has occurred on the job, the employee shall have the right to grieve under this Agreement.

23.05 “Sexual harassment” means any unwelcome sexual advances, remarks or demands for sexual favours of an unwelcome or physical nature, insulting or offensive comments or conduct of a sexual nature.

ARTICLE 24: MISCELLANEOUS

Bulletin Board

24.01 The Employer shall where space is available and access is provided by the City of Toronto Building, provide a Bulletin Board for its members to be informed of Union activities.

Employee Attendance at Staff Meetings

24.02 Where an employee is directed by the Employer to attend a staff meeting, in-service or a committee meeting during his/her regular working hours, the employee shall be compensated at his/her regular hourly rate for the time spent in such attendance (including their lunch and/or break times).

24.03 Where an employee is directed by the Employer to attend a staff meeting, in-service or committee meeting outside of normal working hours, he/she shall be credited with equivalent time off at his/her basic rate of pay.

No Individual Agreements

24.04 No employee shall be compelled to or allowed to enter into any individual contract or agreement with the Employer concerning the conditions of employment varying the conditions of employment herein.

24.05 Notwithstanding the above, the wage rates outlined in this Agreement are minimum wage rates and they do not prevent the Employer from paying a higher wage rate.

Loss of Contract

24.06 If the Employer loses the contract to perform services at a location covered by this Agreement, the Employer will provide the Successor Employer with the Bill 7 information required by the *Employment Standards Act, 2000*. The Employer will include the employees’

email address, if available. The Employer will provide the Bill 7 information to the Union within one (1) day that it is provided to the Successor Employer.

24.07 Within five (5) days of the date the Successor Employer takes over the contract, the Employer will provide a report to the Successor Employer and Union with the number of personal and vacation days used per employee prior to turnover. The Successor Employer will be responsible for the remaining days. The predecessor will not deny personal and vacation days in a manner that is arbitrary, discriminatory or in bad faith leading up to the turnover.

24.08 Upon the turnover of the contract, the Employer will provide the Union with a copy of the most recent schedule in place at the time of turnover. This schedule is to be used solely as a reference by the Union when considering if the affected employees have been offered reasonable and/or comparable positions with the Successor Employer.

ARTICLE 25: DURATION OF AGREEMENT

25.01 This Agreement shall continue in full force and effect from January 1, 2026, to December 31, 2028, and from year-to-year thereafter unless either party gives the other notice in writing within ninety (90) days prior to the expiry date of the contract that it desires to terminate or amend its provisions. Where notice to amend the Agreement is given the provisions of this Agreement shall continue in force until a new Agreement is signed.

FOR THE EMPLOYER

FOR THE UNION

Chris Hibberd

Laura Cortez

Chris Hibberd

Laura Cortez

2/18/2026

2/13/2026

Date

Date

Humberto Alferez

Humberto Alferez

2/13/2026

Date

APPENDIX "A"

ARTICLE 1: WAGES, CLASSIFICATIONS AND HOURS-OF-WORK

1.01 The wage rates and wages in lieu of benefits are stated in the individual Schedules.

1.02 a) **Lead Hand Premium** – The Lead Hand will be compensated at the rate of eighty cents (\$0.80) additional per hour for the highest classification he/she leads. It is understood by the Parties that the Lead Hand is not a supervisor and does not hold managerial authority.

b) **Midnight Shift Premium** – The Employer agrees to pay a shift premium of seventy-five cents (\$0.75) to all employees working the midnight shift. In order to receive a midnight shift premium, the majority of the employee's hours must be performed after 12:00 am.

1.03 All employees making the above rates or more shall be "red circled" and receive the same increases as set-out above in each year of the Collective Agreement.

1.04 If the Employer introduces a new classification, the Union and Employer will meet to negotiate a new wage rate.

1.05 Employees temporarily transferred or directed to perform duties by management of another classification for a period of more than one (1) hour per shift, which may be a lower or higher rate-of-pay than their classification, shall be paid the higher rate-of-pay for all hours worked (Classification to be determined by present job descriptions and job routines).

ARTICLE 2: HOURS OF WORK

2.01 Overtime at a rate of time and one-half (1½) shall be paid for all hours worked in excess of forty-four (44) hours per week.

2.02 There shall no pyramiding of overtime rates under the articles, nor shall overtime be paid more than once for any hours worked.

2.03 The Employer shall make every reasonable effort to distribute overtime equitably among the employees who normally perform the work to be done. In applying this principle, it is understood that if overtime is required at the end of any shift, the employees on that shift would normally be assigned to perform such overtime. However, the Employer will allow any reasonable request for an employee to be excused from overtime work on any particular occasion.

2.04 When an employee reports for work on a regularly scheduled working-day and upon his/her arrival at the site finds no work is available for him/her, unless he/she has been notified to the start of the shift not to report, he/she shall be paid for four (4) hours at his/her

regular hourly rate. If he/she is offered other work for which he/she is physically fit for four (4) hours or more at his/her regular hourly rate and he/she refuses such work, he/she shall be ineligible to receive the four (4) hours reporting pay above provided for.

2.05 The Employer agrees that no partial reduction of hours below the current hours of an employee per shift shall be instituted. In the event of a shortage of work, the provisions of lay-off shall be implemented.

2.06 Employees are expected to attend work when scheduled. In the event they are unable to attend, the Supervisor must be notified, where practicable, three (3) hours prior to commencement of the scheduled shift of the employee giving the reason why the employee is unable to attend and when the employee expects to return to work.

2.07 The Parties agree that, while workloads may change from time to time, there will be no unreasonable accretion of work to be performed without a commensurate adjustment in the paid time to perform it.

ARTICLE 3: BENEFITS

3.01 The benefits contributions are stated in the attached individual schedules.

3.02 Employees who are scheduled less than 20 hours per week and are not entitled to benefits shall receive one dollar (\$1.00) in addition to their wages in lieu of benefits. Employees cannot opt out of benefits coverage in order to receive wages in lieu.

3.03 The Employer shall remit contributions and deductions referred to in Article 3.01 to the Local 183 Industrial Benefit Fund monthly together with a completed Employer's report by the fifteenth (15th) of the month following the month for which payment is due. (Example: June 15 remittances [which represents the May work month] provides July 1 benefit coverage).

3.04 The option to opt-in to a higher benefit plan shall be made available once during the life of the collective agreement. The employees will have to make a co-payment through a payroll deduction. The employee will provide written authorization to the Employer to make a payroll deduction.

3.05 No employee covered by this Collective Agreement, shall as a result of same, suffer and/or incur any loss or reduction in hours, wages or any other benefits and/or conditions of employment monetary or otherwise for purposes of benefit coverage.

3.06 All contributions that are overdue by more than thirty (30) days will be subject to a two percent (2%) interest charge.

ARTICLE 4: PENSION

4.01 Starting January 1, 2027, the Employer shall contribute to the Labourers Pension Fund for Central and Eastern Canada based on all hours worked per employee, the following amounts:

January 1, 2027	January 1, 2028
\$0.10/HR	\$0.20/HR

4.02 The Employer shall remit the contributions to the Labours Pension Fund monthly, together with a duly completed Employer’s Report Form by the fifteenth (15th) day of the month following the month for which the payment is due.

4.03 The Employers’ responsibility and liability for the Pension Fund as set out above is strictly limited to the obligation to make the contributions as set out in this article.

4.04 All contributions that are overdue by more than thirty (30) days will be subject to a two percent (2%) interest charge.

4.05 If the Labourers Pension Fund of Central and Eastern Canada is unable to accept the contributions for employees over the age of 71 or working while also receiving a Pension, then the Employer shall pay an equivalent amount into the LIUNA Local 183 Excess Contributions Fund, which shall be forwarded to the Fund by the Pension Fund Administrator.

ARTICLE 5: RETIREE BENEFIT FUND

5.01 Starting January 1, 2028, the Employer shall contribute for each employee into the Local 183 Retiree Benefit Trust Fund for the purpose of purchasing benefits as contemplated by the Agreement and Trust establishing the said Retiree Benefit Fund as follows:

January 1, 2028
\$0.05/HR

5.02 The Employer shall remit contributions to the Labourers’ Local 183 Retiree Benefit Trust Fund monthly, together with a duly completed Employer’s Report Form, by the fifteenth (15th) of the month following the month for which the payment is due. Each monthly contribution shall include all obligations arising from hours worked up to the close of the Employers’ payroll ending nearest to the last day of the preceding month.

5.03 The Employers’ responsibility and liability for the Industrial Benefit Fund and Retiree Benefit Fund as set out above is strictly limited to the obligation to make the contributions as set out in the relevant provision.

5.04 All contributions that are overdue by more than thirty (30) days will be subject to a two percent (2%) interest charge.

ARTICLE 6: TRAINING FUND

6.01 Starting January 1, 2028, the Employer agrees to contribute to the Labourers' Local 183 Members' Training and Rehabilitation Trust Fund for all hours worked by each Employee the following amounts:

January 1, 2028
\$0.05/HR

6.02 The Employer shall remit contributions to the Labourers Local 183 Members' Training and Rehabilitation Fund monthly, together with a duly completed Employer's Report Form, by the fifteenth (15th) of the month following the month for which the payment is due.

6.03 All contributions that are overdue by more than thirty (30) days will be subject to a two percent (2%) interest charge.

APPENDIX B

The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for all employees of the Employer employed in cleaning services at various City of Toronto Buildings listed below, save and except supervisors and persons above the rank of supervisor, and office, sales and staff, special services and persons covered under any subsisting Collective Agreement relationship.

	Site Name	Address	Prior CBA Schedule
1	Police Services Bldg.	160 Duncan Mill Road	Alpine COT Schedule A
2	33 Division	50 Upjohn Road	Alpine COT Schedule A
3	12 Division & No. 1 District Headquarters	200 Trethewey Drive	Kleenway COT Schedule A
4	22 Division	3699 Bloor Street West	Kleenway COT Schedule A
5	23 Division	5230 Finch Avenue West	Kleenway COT Schedule A
6	31 Division	40 Norfinch Drive	Kleenway COT Schedule A
7	32 Division & Area Field Headquarters	30 Ellerslie Avenue	Kleenway COT Schedule A
8	Humber Bay	225 Humber Bay Park Road W	Kleenway COT Schedule A
9	Police Forensic Identification Building A	2050 Jane Street	Kleenway COT Schedule A
10	Police Garage Storage & Radio Building B	2050 Jane Street	Kleenway COT Schedule A
11	Police Professional Standards Office	791 Islington Avenue	Kleenway COT Schedule A
12	Police Radio & Telecom Services Annex	951 Wilson Avenue	Kleenway COT Schedule A
13	Police TAVIS/OSSG Unit - Additional Building	2126 Kipling Avenue	Kleenway COT Schedule A
14	West Animal Shelter	146 The East Mall	Kleenway COT Schedule B
15	North York Civic Centre	5100 Yonge Street	Kleenway COT Schedule B
16	City of Toronto Building	14 Dyas Road	Kleenway COT Schedule B
17	City of Toronto Clerks Office	2 Hobson Avenue	Kleenway COT Schedule B
18	City of Toronto Building	18 Dyas Road	Kleenway COT Schedule B
19	Oriole Yard - Fire Hall 116 & North Command Office	255 Esther Shiner Blvd	Kleenway COT Schedule B
20	Bermondsey Yard - Office & Workshop	195 Bermondsey Road	Kleenway COT Schedule B
21	Bermondsey Yard - Office & Garage Building	25 Old Eglinton Avenue	Kleenway COT Schedule B
22	East Animal Shelter	821 Progress Avenue	Kleenway COT Schedule C
23	Ellesmere Yard - Training Centre Building A	1050 Ellesmere Road	Kleenway COT Schedule C
24	Ellesmere Yard - Training Centre Building D	1050 Ellesmere Road	Kleenway COT Schedule C
25	Ellesmere Yard - Training Centre Building C	1050 Ellesmere Road	Kleenway COT Schedule C
26	Ellesmere Yard - Training Centre Building F	1050 Ellesmere Road	Kleenway COT Schedule C
27	Fire East Command Training Division	4562 Sheppard Avenue East	Kleenway COT Schedule C
28	Leased Space - Unit K1B for TESS Office	3660 Kingston Road	Kleenway COT Schedule C
29	Morningside Yard - Transportation Storage	891 Morningside Avenue	Kleenway COT Schedule C
30	Scarborough Civic Centre	150 Borough Drive	Kleenway COT Schedule C
31	Scarborough Civic Centre	160 Borough Drive	Kleenway COT Schedule C
32	Toronto East Court & Municipal Offices	1530 Markham Road	Kleenway COT Schedule C
33	Administration Building	2000 Midland Avenue	Kleenway COT Schedule C
34	Winter Maintenance Depot & Patrol Yard	8270 Sheppard Avenue E	Kleenway COT Schedule C
35	Bridlewood Mall Employment & Social Services -	2900 Warden Avenue	Kleenway COT Schedule D
36	Golden Mile Employment & Social Services	1880 Eglinton Avenue East	Kleenway COT Schedule D
37	Toronto Water - F.J. Horgan Water Treatment	201 Copperfield Road	Kleenway COT Schedule E
38	Toronto Water Centre, Building A	60 Tiffield Road	Kleenway COT Schedule E
39	Toronto Water Centre, Building B	60 Tiffield Road	Kleenway COT Schedule E
40	Toronto Water Centre, Building C	60 Tiffield Road	Kleenway COT Schedule E
41	Toronto Water Highland Creek Treatment Plant	51 Beechgrove Drive	Kleenway COT Schedule E

42	Police Bail & Parole Enforcement Office	2440 Lawrence Avenue East	ICS COT Schedule A
43	Police Property & Evidence Management Unit	330 Progress Avenue	ICS COT Schedule A
44	42 Division	242 Milner Avenue East	ICS COT Schedule A
45	43 Division	4331 Lawrence Avenue East	ICS COT Schedule A
46	Bluffers Park - Police Marine Substation No. 1	7 Brimley Road	ICS COT Schedule A
47	Etobicoke Civic Centre - Mechanical & Electrical	390 The West Mall	ICS COT Schedule B
48	Etobicoke Civic Centre - Mechanical & Electrical	399 The West Mall	ICS COT Schedule B
49	Former Etobicoke Hydro Building	2 Civic Centre Court	ICS COT Schedule B
50	LAMP Community Health Care & TPH Dental Clinic	185 Fifth Street	Impact COT Schedule B
51	Toryork Yard - Fire Department	40 Toryork Drive	Impact COT Schedule B
52	Disco Yard Building A	150 Disco Road	Impact COT Schedule B
53	Disco Yard Building D	150 Disco Road	Impact COT Schedule B
54	Toryork Yard - Transportations Storage Shed	61 Toryork Drive	Impact COT Schedule B
55	Building A	320 Bering Ave	Impact COT Schedule B
56	Building B	320 Bering Ave	Impact COT Schedule B
57	Building D	320 Bering Ave	Impact COT Schedule B
58	Castlefield Yard - Office, Storage & Garage	1401 Castlefield Avenue	Impact COT Schedule B
59	City of Toronto	251 Esther Shiner Boulevard	Impact COT Schedule B
60	City of Toronto	64 Murray Road	Impact COT Schedule B
61	City of Toronto	160 Rivalda Road	Impact COT Schedule B
62	Former Hydro Building	1652 Keele Street	Impact COT Schedule B
63	Health Office - Jane Street Clinic	662 Jane Street	Impact COT Schedule B
64	Ingram Yard - Office & Storage Building	86 Ingram Drive	Impact COT Schedule B
65	Maple Landfill	7 Eaglet Court	Impact COT Schedule B
66	North Animal Shelter	1300 Sheppard Ave W	Impact COT Schedule B
67	PMMD Materials Management & Stores	799 Islington Avenue	Impact COT Schedule B
68	Rexdale Community Hub	21 Panorama Court	Impact COT Schedule B
69	Toryork Yard - Ambulance	50 Toryork Drive	Impact COT Schedule B
70	York Civic Centre and Silverthorn Day Care	2700 Eglinton Avenue West	Impact COT Schedule B
71	Dufferin Yard-SWM/Transfer Station	35 Vanley Crescent	Impact COT Schedule B
72	Brock West Landfill	1390 Third Concession	Impact COT Schedule C
73	Attwell Employment & Social Services	220 Attwell Drive	Impact COT Schedule D
74	Squirrels Nest	1305 Ellesmere Road	Impact COT Schedule D
75	The Queensway Employment & Social Services	779 Queensway	Impact COT Schedule D
76	York/Humber Employment & Social Services	605 Rogers Road	Impact COT Schedule D
77	Yorkgate Employment & Social Services	1 Yorkgate Road	Impact COT Schedule D
78	Gilder Child Care	47 Gilder Dr	Impact COT Schedule D
79	COT - Mount Dennis Daycare (Weston)	1234 Weston Rd	Impact COT Schedule D
80	Dee Avenue Laboratory	30 Dee Avenue	Impact COT Schedule E
81	Kipling Avenue Yard - Water District Operations Building	435 Kipling Avenue	Impact COT Schedule E
82	Toronto Water - Building A	1026 Finch Avenue West	Impact COT Schedule E
83	Toronto Water - Building B	1026 Finch Avenue West	Impact COT Schedule E
84	Toronto Water - Building C	1026 Finch Avenue West	Impact COT Schedule E
85	Toronto Water - Building D	1026 Finch Avenue West	Impact COT Schedule E
86	Toronto Water - R.L. Clark Water Treatment Plant & Office	45 Twenty Third Street	Impact COT Schedule E
87	Humber Treatment Plant - Primary Station No. 1	130 The Queensway	Impact COT Schedule E

Last Update to Appendix B: February 4, 2026