UNIFOR BARGAINING REPORT

Highlights of a Tentative Collective Agreement
between
BEST Service Pros Inc.
and
Unifor and its Local 222

Ratification • Sunday, February 23, 2025

Highlights of the Three-Year Agreement

- Wage improvement of $3.60 over the life of the agreement
- Improved shift premiums
- Negotiated one additional paid sick day
- Access to paid bereavement leave in the event of a miscarriage
- Additional uniform entitlements
- Additional week of vacation for Employees after 20 years of service
- Employee portion of benefit costs reduced to 5%
- Establishment of a Unifor Racial Justice Advocate

The Bargaining Committee unanimously recommends acceptance of the tentative agreement.

Theresa Grabowski
Chairperson

Mekeilla DeCoste
Committeeperson

Rob McArthur
Committeeperson

Corey Dalton
Unifor National Representative

Jeff Gray
President
Unifor Local 222

UNIFOR
Local222 | Canada

ec/unifor1136

MEMORANDUM OF SETTLEMENT

BETWEEN

UNIFOR AND ITS LOCAL 222

"the Union"

-and-

BEST SERVICE PROS

"the Employer"

WHEREAS the Union and the Employer are parties to a Collective Agreement, which expired on December 31, 2024, and;

WHEREAS the Union and the Employer have met to negotiate a renewal Collective Agreement, and;

WHEREAS the Union and the Employer have reached a Tentative Agreement,

THE PARTIES AGREE AS FOLLOWS:

1. The renewal Collective Agreement is subject to approval from both the Union's and the Employer's principals. The parties agree to conduct and complete ratification meeting by no later than 11:59 PM on **Sunday, February 23, 2025**, and;

2. The parties agree to notify the other party of the results of the ratification meeting immediately upon completion, by phone and in writing, and;

3. The Union and the Employer agree to unanimously recommend acceptance of this Tentative Agreement to their respective principals. The Union and the Employer will speak in favour of the agreement publicly, and;

4. The increases in Article 31.1 and Article 19.3 will be retroactively applied to all hours worked, including overtime hours, back to and including **January 1, 2025**, and;

5. The parties agree to review the Collective Agreement prior to printing and further agree to make all necessary changes to reflect gender-neutral language throughout, and;

6. The parties agree to renew the current Collective Agreement, with the following amendments:

- All references to GDI Services (or similar) to be replaced with "**Best Service Pros LTD**"
- Gender Neutral Language throughout the Collective Agreement.
- Renumber / Re-letter articles and sub-articles as necessary.
- Change all references of "Director of Housekeeping" to "Site Manager"
- Change all references of "Senior Director of Operations" to "Operations Manager"
- Change all references of "VP of Human Resources" to "General Manager"
- Change all references of "GDI Director of Operations" to "Operations Manager"

3.1

(a) The Employer and Union agree that there will be no discrimination or intimidation exercised or practiced by the Employer, Union or its representatives against any person because of race, colour, **ancestry, creed (religion), place of origin, ethnic origin, citizenship,** ~~**religion**~~, age, sex **including pregnancy, gender identity)**, marital status, sexual orientation, **family status**, **national origin**, **disability,** ~~**handicap**~~, **receipt of public assistance,** political or union affiliation, as provided in the *Ontario Human Rights Code* or amended by Provincial Statues and in accordance with all applicable provincial legislation in force at the time.

(b) The Employer and the Union are committed to providing a harassment free workplace. Harassment is defined as a "course of vexatious comment or conduct that is known or ought to reasonably be known to be unwelcome," that denies individual dignity and respect. ~~**on the basis of grounds such as: gender, disability, race, colour, sexual orientation or other prohibited grounds, as stated in the Ontario *Human Rights Code*.**~~ For purposes of this Article "bullying" is considered as harassment. All employees are expected to treat others with courtesy and consideration and to discourage harassment.

4.1 The Employer will provide on a quarterly basis or monthly if requested by Chief Steward, names, addresses, **e-mail addresses,** and phone numbers on file of all Bargaining Unit employees and a list of Supervisors and other non-Bargaining Unit employees who would be expected to have direct contact with Union Representatives as part of their usual job responsibilities.

5.1

(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 **for just cause**; it being understood and agreed that changes **to regulations, policies, and practices** will be brought to the attention of and discussion will take place with the Union Committee prior to implementation thereof.

7.1

(i) Pay continuance for any and all union business in that the Employer agrees to pay the employees their regular wages and then bill the Local for reimbursement. **The Employer will provide the Local Union with an invoice on a monthly basis. The Local will ensure prompt reimbursement upon receipt.**

For clarity, all union business is subject to reimbursement by the Local, with the exception of the following which is paid by the Employer:

- **Article 7.1 (g)**
- **Article 7.2**
- **Article 29.1**

9.2 All disciplinary action shall be removed from an employee's active record after a period of twelve (12) calendar months, provided that the employee has no further discipline in that twelve (12) month period from the date of the incident giving rise to the disciplinary measure. **Infractions which violate applicable law(s), including major Human Rights violations or violations resulting from physical violence, shall be removed from an employee's record after twenty-four (24) months.**

12.1 Notice to Union

When the Employer contemplates any action that may result in an employee being subject to the layoff process, the Employer shall give written notification to the Local Union President **and Chief Steward** two weeks in advance of when written notice is being provided to the employees affected.

12.3

(d) Layoff and Recall

When demand for work decreases to the point that a job needs to be reduced, the affected employee may bump the most junior employee in the classification**.** ~~on that shift (first by site, then on a unit-wide basis)~~, seniority permitting. **The affected employee may choose to bump the most junior employee on the same shift in the same classification at another site, seniority permitting; or, they may choose to bump the most junior employee on a different shift at the same site, seniority permitting.**

Subsequently bumped employees may bump the most junior employee at the same manner.

When management introduces a significant change in the hours or duties of a position, the affected employee will have the option of remaining in that revised position or exercise bumping rights in accordance with the process described immediately above.

All bumped employees will have the option to return to the position they were bumped from in the event that job becomes available within sixty (60) days. **However, if the job elimination is intended to be temporary and to only last for the duration of the summer vacation period, the bumped employee must be returned to their original position at the start of the new academic year, if that original position still exists.**

13.3 Runs will be selected by employees on a seniority basis twice a year in conjunction with the beginning of the school calendar year in **September** ~~the fall~~ and then again when the **school** calendar year ends at the end of April.

In the event that, after the run selection process has been completed and a run becomes redundant **or available** with more than two (2) months left before the next selection process, the following will apply:

13.4 Trial Period on Selection for a Posting

When an employee applies for and is selected for another position, their appointment will be on a trial basis for two (2) weeks. During that period of time, the employee may, for any reason, request to return to their previous classification**, site,** and shift, but not necessarily their same 'run', and once that is done, shall revert to their previous rate of pay, if different.

14.1

(a) Temporary vacancies will be offered to laid off employees in order of descending seniority prior to being posted. A laid off employee who declines a temporary assignment will not forfeit their recall rights under Article 12 unless the temporary assignment is for a period of thirty (30) days or more and the employee declining the temporary assignment has the least seniority among the employees on the recall list. **If there are no laid off employees and the Employer elects to fill the temporary vacancy with an active Employee from another shift, it shall be offered by seniority, first by site, then bargaining-unit wide.**

15.1 Bereavement Leave

Employees shall receive three (3) days of paid funeral leave following the death of an immediate family member. Immediate family members are defined as an employee's parent, spouse's parent, step-parent, spouse, child, sibling(s), spouse's sibling(s), legal guardian, step-child, grandparent and grandchildren. **In the event an employee or their partner has a miscarriage, bereavement pay for immediate family will be paid for three (3) days provided the miscarriage occurs after the first trimester.**

Should an Employee become eligible for bereavement leave during an approved vacation leave, the bereavement leave will replace the vacation leave, and the unused vacation days will be returned to the Employee for use at a future date. Additionally, an Employee may elect to defer one (1) of their bereavement days to attend a funeral, celebration of life, or other memorial service at a later date, provided such deferral occurs within six (6) months of the date of death.

Additional time shall be given to an employee without pay up to a maximum of ten (10) additional days where the employee requires additional travel time to attend the funeral of an immediate family member.

18.1 Where required the Employer will provide each employee with an allowance of one hundred and sixty-five dollars ($165.00) **per calendar year** towards the cost of safety footwear for employees required to wear them as determined by the Joint Health & Safety Committee. **Employees who are regularly assigned to do projects (striping and waxing) will be entitled to this allowance twice per calendar year.**

Where required the Employer will provide each employee with an allowance of forty dollars ($40.00) towards the cost of anti-slip footwear for employees required to wear them as determined by the Joint Health & Safety Committee.

18.2 The Employer will provide ~~**three (3)**~~ **five (5)** shirts, **and** three (3) pants ~~**and three (3) t-Shirts**~~ ~~in September of each year of the collective agreement~~ **upon commencement of employment**. The Employer will provide five (5) sets uniforms for **lead hands and** employees performing project work. ~~Employees shall be given additional clothing if worn out (holes, etc.).~~ **Worn out or torn uniforms will be replaced by the employer.** If an employee opts to purchase their own pants which meet the Employer's uniform requirements, they will be reimbursed for the cost up to ~~**sixty**~~ **eighty** dollars (**$80.00**) per year where receipts are produced.

19.3 Effective January 1, ~~**2023**~~ **2025**, all employees working the afternoon shift where the majority of the hours are between 4:00 pm and 10:00 pm shall receive an additional ~~**thirty-five**~~ **forty-five** cents (**$0.45** ~~**$0.35**~~) per hour.

All employees working the night shift where the majority of the hours are between 10:00 pm and 6:00 am shall receive an additional ~~**seventy-five**~~ **ninety** cents (**$0.90** ~~**$0.75**~~) per hour.

Employees shall receive an additional fifty cents ($0.50) per hour for all hours assigned to project work.

22.4 Assignment of Overtime

The parties agree that the emergency list will be 'refreshed' quarterly allowing employees to indicate they are willing to perform overtime during the next quarter. **Employees who refuse more than three (3) consecutive offers of overtime will be removed from the emergency list for the remainder of the quarter.**

23.2 All employees with more than one (1) year seniority shall receive two (2) paid float days **per calendar year**. Float days may be requested as time off by the employee or may be used as paid sick leave if the entitlements to paid sick leave under Article 26 (Sick Leave) have been exhausted. The parties agree that students may be used during the year to fill in for bargaining unit employee floaters.

24.1 All outstanding vacation pay balances will be paid out on the ~~**last**~~ **first** pay of December each year.

Vacation banks (hours and money) will be shown on each Employee's paystubs, including current and year-to-date amounts. Employees will be credited with the full amount of applicable vacation, in hours, on the first pay period of the year.

24.2 Scheduling Vacation

Vacation ~~**request deadline to the employer in writing is**~~ **picks will begin annually on the first workday in** March. ~~**1st for all vacation during the following calendar year. Management will respond by April 15th, agreeing by seniority, by site, by shift.**~~ **The Employer will contact Employees, by seniority, site and shift, to select their vacation picks. Employees may choose to decline some or all of their picks and defer to a later date.** Changes or requests coming after **the initial pick process** ~~**March 1st**~~ will be considered on a first-come, first-served basis, providing management can absorb the absence based on workload. **There shall be no swaps of approved vacation picks between employees.** There shall be no limitations on what month an employee requests vacation leave. At the beginning of each calendar year, the parties will agree upon the number of employees permitted to be off on vacation based on the needs of the business. **The Chief Steward will be provided a copy of the vacation picks upon completion.**

Employees who request vacation for the December holiday season after the March 1st deadline will receive a response to their request within 15 days of the Employer's receipt of the request.

Management reserves the right to schedule deferred vacation for team members if

the time is not booked by April 15th; however, the Employer agrees to make best efforts to work with individual employees to select mutually agreeable vacation dates.

24.3

(e) After twenty (20) complete years – six (6) weeks' vacation at (12%)

25.1 Full-time employees **who have completed their probationary period** will participate in the Employer's Benefits Plans,

~~**The cost of premiums for such coverage will be split on an eighty percent / twenty percent (80% / 20%) basis for Employer/Employee, respectively.**~~ Effective **the first new pay period following ratification** ~~**2024**~~, the cost of premiums for such coverage will be split on ~~**an eighty percent / twenty percent (80% / 20%)**~~ **a ninety-five percent / five percent (95% / 5%)** basis for Employer/Employee, respectively.

In the event of a layoff, the Employer will maintain the Employee's benefit coverage under this article for a period of up to four (4) months from the date of layoff at current premium employer/employee split at the time of the layoff.

In the event of an approved Leave of Absence related to an illness or disability, the Employer will maintain the Employee's benefit coverage under this article, upon request, for a period of four (4) months from the date the Leave commenced. Premiums will be split between the Employee and the Employer on a fifty percent / fifty percent (50% / 50%) basis.

26.1 The parties agree that all employees will be granted ~~**one (1)**~~ **two (2)** paid sick leave day per calendar year. No medical practitioner's note will be required for that leave. And no employees will be eligible for sick leave accumulation, going forward. If the sick leave day is not used by December 31, the parties agree that it is neither paid out nor bankable.

31.2 For confirmed shortages greater than or equal to one-half (1/2) day's regular earnings, the employee, upon written request, will be entitled to receive a pay adjustment within three (3) **business** days following the date of notification. Otherwise, all pay adjustments, including over-payments, will be reconciled on the next regular pay date.

33.1 Kilometric Allowance

An employee authorized **by the Employer** to use their **personal vehicle** ~~**car**~~ on approved Employer business including traveling between work stations shall be paid a kilometric allowance **equal to the maximum permissible by the Canada Revenue Agency at the time of travel.** ~~of forty-one cents (41¢) per km~~.

37.1 This agreement shall be effective from January 1, **2025** ~~**2022**~~ to and including December 31, **2027** ~~**2024**~~. Either party shall be entitled to give notice in writing to the other party as provided in the Labour Relations Act of its desire to bargain with a view to the renewal of the expiring collective agreement at any time within a period of ninety (90) days before the expiry date of the agreement. Following such notice to bargain the parties shall meet within fifteen (15) days of the notice or within such further period as the parties mutually agreed upon.

APPENDIX "A" – PART TIME EMPLOYEES
ARTICLE 6 – VACATIONS

Vacation pay will be accrued **as per the *Employment Standards Act, 2000.*** ~~**at four percent (4%) of gross wages earned in the twelve (12) months' vacation entitlement per calendar year**~~. Accrued vacation pay will be issued upon the part-time employee's request. Any accrued vacation pay remaining will be paid out in the part-time employee's **first** ~~**last**~~ pay in December.

LETTER OF UNDERSTANDING #01 - RE: EMPLOYEE PARKING

Renew

LETTER OF UNDERSTANDING – RE: JOINT EFFORTS TO REVIEW RACIAL DISCRIMINATION ISSUES IN THE WORKPLACE

Delete

NEW

LETTER OF UNDERSTANDING #02 – RE: RACIAL JUSTICE ADVOCATE

In recognition of societal racism, the Parties agree to identify a Racial Justice Advocate.

A Racial Justice Advocate is an individual who identifies as a member of the Black, Indigenous or racialized community.

The Local Union is responsible for the selection of the Racial Justice Advocate with input of identifying Black, Indigenous and racialized union members.

A Racial Justice Advocate is a workplace representative who will assist and provide support for Black, Indigenous and racialized workers whose role in the workplace will include:

- Listening;
- Providing support to black, indigenous and racialized members including concerns related to racial discrimination and racial violence;
- Assisting with racial justice initiatives;
- Promoting access to community culturally appropriate services;
- Working with site leadership to develop, implement and monitor an anti-racism action plan that is aligned with both Company and Union anti-racism and equity strategies;
- Networking with allied organizations and local community partners.

Unless otherwise approved by the Employer in advance, the duties and responsibilities associated with the Racial Justice Advocate will not be performed during working time and will not interfere with the Employee's productivity or work responsibilities. Should the Racial Justice Advocate require time off the job in order to fulfil their duties, the local union, if in agreement, will submit a leave of absence request for approval by the Site Manager and such approval shall not be unreasonably withheld and will be subject to 7.1 (i).

Recognition of March 21 – International Day for the Elimination of Racial Discrimination

The Parties agree to recognize March 21 as the International Day for the Elimination of Racial Discrimination.

On each occasion, the Parties agree that at 11:00 a.m., all members will observe one minute of reflection in recognition to re-affirm the joint commitment to end racism.

31.1

Department / Classification	01-Jan-2025			01-Jan-2026			01-Jan-2027				
Cleaners	**$21.30**	$1.60	8.12%	**$22.30**	$1.00	4.69%	**$23.30**	$1.00	4.48%	**$3.60**	18.27%
Leadhands	**$22.95**	$1.60	7.49%	**$23.95**	$1.00	4.36%	**$24.95**	$1.00	4.18%	**$3.60**	16.86%
Environmental Sanitation	**$22.95**	$1.60	7.49%	**$23.95**	$1.00	4.36%	**$24.95**	$1.00	4.18%	**$3.60**	16.86%
	0.00%			0.00%			0.00%				
	$1.60			$1.00			$1.00				

YEAR 1 **$1.60**/hour increase
YEAR 2 **$1.00**/hour increase
YEAR 3 **$1.00**/hour increase

DATED AT **OSHAWA** THIS **21ST** DAY OF FEBRUARY, 2025

FOR THE UNION **FOR THE EMPLOYER**

Theresa Grabowski

Robert McArthur

MDeCosta