

# Collective Agreement

Between



**BEE-CLEAN BUILDING MAINTENANCE INC.**

and



**May 1, 2022 – May 31, 2025**

**TABLE OF CONTENTS**

**ARTICLE 1 - PURPOSE OF THE AGREEMENT.....3**  
**ARTICLE 2 - UNION RECOGNITION .....3**  
**ARTICLE 3 - RESERVATIONS TO MANAGEMENT.....4**  
**ARTICLE 4 - UNION SECURITY.....4**  
**ARTICLE 5 - HUMAN RIGHTS .....5**  
**ARTICLE 6 - GRIEVANCE PROCEDURE .....6**  
**ARTICLE 7 - ARBITRATION.....8**  
**ARTICLE 8 - SENIORITY .....8**  
**ARTICLE 9 - SUCCESSOR STATUS ..... 10**  
**ARTICLE 10 - JOB POSTING..... 10**  
**ARTICLE 11 - HOURS OF WORK ..... 11**  
**ARTICLE 12 - OVERTIME RATES ..... 12**  
**ARTICLE 13 - PAYMENT OF WAGES ..... 13**  
**ARTICLE 14 - MEAL TIME AND COFFEE BREAKS..... 14**  
**ARTICLE 15 - STATUTORY HOLIDAYS..... 14**  
**ARTICLE 16 - ANNUAL VACATIONS ..... 15**  
**ARTICLE 17 - LEAVES OF ABSENCE ..... 17**  
**ARTICLE 18 - UNION HEALTH AND WELFARE PLAN..... 19**  
**ARTICLE 19 - DISCIPLINE .....20**  
**ARTICLE 20 - OCCUPATIONAL HEALTH AND SAFETY.....21**  
**ARTICLE 21 - WORKLOADS - NO SPEED-UPS - NO REDUCTION IN HOURS .....23**  
**ARTICLE 22 - GENERAL PROVISIONS .....23**  
**ARTICLE 23 - DURATION OF AGREEMENT .....24**  
**ARTICLE 24 - CLASSIFICATIONS AND JOB DESCRIPTIONS .....25**  
**ARTICLE 25 - WAGES AND NEW CLASSIFICATIONS.....25**  
**ARTICLE 26 - TEMPORARY CATEGORY .....26**  
**LETTER OF UNDERSTANDING #1.....28**  
**LETTER OF UNDERSTANDING #2.....29**  
**SIGNATURES .....30**

**ARTICLE 1 - PURPOSE OF THE AGREEMENT**

- 1.01** The purpose of this Agreement is to maintain a harmonious relationship between the Employer and their employees, to provide an amicable method of settling differences and misunderstandings which might arise, to further to the fullest extent possible the safety and welfare of the employees, economy of operation, quality of work done, and protection of property, and to elevate the industry to the highest possible degree.

It is the duty of the Employer and the Union to co-operate fully for the advancement of the aforesaid conditions.

**ARTICLE 2 - UNION RECOGNITION**

- 2.01** (a) The Employer recognizes the Union as the sole and exclusive bargaining agency for its employees, as defined in Article 2.02 hereof, for the purpose of determining working conditions and conditions of employment.
- (b) For greater certainty, no employee shall be compelled to or allowed to enter into any individual contract or agreement with their Employer concerning the conditions of employment varying the conditions of employment contained herein; and
- (c) No employee shall be asked to make a written or verbal agreement with the Employer covering hours of work, wages or conditions during the life of this Agreement which is a contravention of this Agreement.

- 2.02** The term "employee" as used in and for the purpose of this Agreement shall include all employees of the Employer who are covered by the certification issued by the Ministry of Labour.

- 2.03** Persons whose regular jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit or any jobs for which the bargaining unit has established a classification and wage rate, except for the purposes of instruction, in circumstances beyond the Employer's control, emergency, or where the Employer does not have the faculties, equipment or employees with specialized training to perform an irregular or specialized service.

**2.04 WORK RETENTION AND PROTECTION AGAINST CONTRACTING OUT**

Subject to the exceptions in 2.03, the Employer agrees that all work coming under the jurisdiction of the bargaining unit, either directly or indirectly under contract or sub-contract, shall be performed by employees who are members of the Union, in accordance with this Agreement.

**2.05 DISTRIBUTION OF UNION LITERATURE**

The Employer shall provide the Union with adequate space on a bulletin board for union materials.

**2.06 CORRESPONDENCE**

The Union agrees that any correspondence from the Company to its employees and/or the Union shall be by telephone, fax, email, hand delivered and/or by regular post, except Notice of Recall.

**ARTICLE 3 - RESERVATIONS TO MANAGEMENT**

- 3.01** Subject to the terms of this Agreement, the Employer shall have the right to hire, direct, transfer, promote, layoff; discharge, suspend or otherwise discipline an employee for just and reasonable cause.
- 3.02** The Union further recognizes the right of the Employer to operate and manage its business in all respects subject to the terms of this Agreement.
- 3.03** The Employer also reserves the right to supplement and alter from time to time reasonable rules and reasonable regulations to be observed by the employees, said regulations and rules not being inconsistent with the provisions of this Agreement.

**ARTICLE 4 - UNION SECURITY**

- 4.01** (a) All monies deducted from employee's earnings pursuant to the Article, are to be forwarded to the Secretary of the Union, together with a list of employees to whom the monies are to be credited, and the names, addresses, and social insurance numbers of new employees hired, on or before the 15<sup>th</sup> day of the following month in which the monies were deducted.
- (b) The Union agrees to give two (2) months' notice to the Company of any change in union dues referenced in Article 4.01 (a).
- 4.02** As a condition of employment each employee in accordance with the National Union Constitution and Local Union Bylaws must maintain union membership in good standing and each employee will be required to sign the prescribed authorization form authorizing the Employer to implement the provisions of Section 4.01(a) hereof. An employee failing to abide by the provisions of this Article shall be terminated with seven (7) days of such notification.
- 4.03 ACCESS BY UNION REPRESENTATIVES**
- Whenever possible authorized Union Representatives, with notice in writing to the Employer shall be given access to the Employer's job sites to meet with the Shop Steward about union business provided that the meeting does not interfere with the employee's work. The Employer agrees that Union Representatives shall have access to employee break areas upon request in any building for union business including discussions and distribution of literature. The Union agrees to provide advance notice and to work with the Employer to resolve any client concerns.
- 4.04 AUTHORIZED REPRESENTATIVES**
- The Union will provide the Company with a list of current authorized Representatives including Shop Stewards whenever changes occur and/or upon written request from the Employer.

**4.05 CHIEF SHOP STEWARD**

The Union will select and the Company shall recognize one (1) Chief Shop Steward who shall be a Bee-Clean employee. The Chief Shop Steward shall attend to union business as required, subject to operational needs, and advising their Supervisor of the need to be absent from their duties.

**ARTICLE 5 - HUMAN RIGHTS**

**5.01** The Employer and the Union agree that discrimination and/or harassment of any employee because of race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender expression, gender identity, or age of that person or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person is absolutely prohibited.

Every employee has the right to work in an environment of mutual respect, free from discrimination and harassment including sexual harassment. Harassment includes demeaning and abusive behaviour.

**5.02** Discriminatory harassment of any employee by another is just and reasonable cause for discipline up to and including discharge depending on all the circumstances. Harassment means any conduct relating to sex, race, colour, gender expression, gender identity, national origin, religion, age or disability on which an employee feels is offensive. It of course includes sexual advances. It can also mean words or actions which are intended only to be friendly. Manager, Supervisors and /or Forepersons shall use common sense and sensitivity to make sure that no behaviour is tolerated that might be understood by an employee as sexual or other forbidden harassment, such as:

- (a) Words or physical contact which might seem like "making a pass". This includes hugging, patting or even putting an arm around someone's shoulders.
- (b) Jokes, cartoons, nicknames or comments that have to do with sex, the body, gender expression, gender identity, race, colour, national origin, religion, age, or disability.
- (c) Saying or implying to any employee that refusing or accepting a date or social invitation could affect promotion, work assignment, employment, or other work conditions.
- (d) Treating any employee differently because of their sex, race, colour, national origin, religion, age, or disability, whether more strictly or less.

**5.03** It is agreed between the Parties that it is the Managers, Supervisors and/or Forepersons and union responsibility to inform all employees that:

- (a) Any employee who believes they have been sexually or otherwise harassed should immediately report the situation to the Supervisor and Union who will investigate without delay.

- (b) Employees are guaranteed protection from retaliation or reprisal because of reporting, and all reports will be kept confidential.

**5.04** The Union agrees to co-operate in the investigation and resolution of complaints of discrimination and/or harassment as outlined herein.

**5.05 HARASSMENT AND DISCRIMINATION TRAINING**

The Employer will provide harassment and violence in the workplace training during the onboarding process and will provide refresher training at least once per year during the "toolbox talks".

**ARTICLE 6 - GRIEVANCE PROCEDURE**

**6.01 PREAMBLE**

The purpose of this article is to provide an orderly method for the settlement of a dispute between the parties over the application, interpretation, or claimed violation of any of the provisions of this Agreement. Every effort shall be made to promote early problem solving of grievances or potential grievances. Dealings between the parties during the grievance procedure shall be governed by timely responses and accurate information with respect for roles/functions of both parties. A dispute shall be defined as a grievance under this Agreement and must be processed in accordance with the following steps, time limits and conditions.

Herein set forth, and in order to facilitate the foregoing the parties agree to abide by the following:

**(a) Disclosure**

The Union agrees that grievance forms shall contain details sufficient for the Employer to respond. The Employer agrees to provide a written response which contains sufficient details to enable the Union to respond. The Employer agrees that first level Supervisors who made the original decision which is the subject of the grievance shall be available at all levels of the grievance procedure.

**(b) Discussions with an Employee**

The Employer agrees that after a written grievance has been received by the Employer, the Employer Representatives will not enter into any discussion or negotiation, with respect to the grievance, either directly or indirectly with a grieved employee without the consent of the Union Representative.

**(c) Representation**

The Employer and the Union agree that no employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union.

**(d) Processing of Grievances**

The Employer agrees that the present practice of permitting Shop Stewards to process grievances on the Employer's time shall continue.

- (e) The parties agree to encourage employees to call the Employer where rationale or clarification of management's decisions is required. For example, on issues dealing with statutory pay, leave of absence's, and vacation pay. The decision of an employee to ask a Shop Steward to assist them in dealing with the matter first will not invalidate a grievance in any way.

## **6.02 STEPS OF THE GRIEVANCE PROCEDURE**

### **STEP 1**

The Union Representative and the Employer Representative agree to engage in verbal communication as a priority to attempt to resolve any alleged violations of this Agreement. The Employer will provide the Union Representative with Supervisor Reports and all written customer complaints. The reports will be only released to the Chief Shop Steward and/or the Local Representative and will be kept confidential unless required for a proceeding arising under this Agreement.

### **STEP 2**

Notwithstanding these attempts, the parties agree written grievances, indicating the article of the Collective Agreement alleged to have been violated shall be submitted by the Union to the Employer within two (2) calendar weeks of the Union becoming aware of the circumstances giving rise to the grievance.

### **STEP 3**

Within three (3) working days (Monday – Friday) of a Step 2 grievance being filed, if the Union requests a meeting, the Employer and the Union will arrange a meeting with the grievor, no more than two (2) authorized Union Representatives and no more than two (2) authorized Employer Representatives and such meeting shall be held within seven (7) calendar days unless otherwise mutually agreed. The number of Representatives may differ if otherwise agreed to by both parties. This meeting shall be held during the office hours of the Employer (9 am – 5 pm Monday – Friday) unless mutually agreed to do otherwise.

At this Step 3 meeting, an earnest effort shall be made to settle the matter. The Employer shall have seven (7) calendar days' time after the meeting to issue a final written response to the grievance.

If a meeting is not requested by the Union at step 2, the Employer will respond in writing to the grievance within seven (7) calendar days after receiving the grievance.

Group grievances, union grievances, management grievances or policy grievances shall also be submitted in writing at Step 3 and within two (2) calendar weeks of the Union becoming aware of the circumstances giving rise to the grievance. The Employer shall respond in writing to such grievances within seven (7) calendar days after receiving the grievance.

### **STEP 4**

The parties agree that in order to bring about closure to grievances, the Union shall have one (1) calendar month from the date of the Employer's final written response to advise the Employer of any grievance advanced to mediation or arbitration. Any

grievance not resolved or advanced within this time frame shall be considered withdrawn on a without prejudice and without precedent basis.

Time limits may be extended by mutual consent of the parties; however, the extension must be in writing.

Should the Union (or the Company) wish to advance the grievance, the matter may be referred to a Settlement Officer pursuant to Section 87(1) of the Labour Relations Code of BC or to a special investigation pursuant to Section 103 of the Labour Relations Code as referred to hereafter or to a single arbitrator as referred to in Article 7 of this Collective Agreement or to a private mediator.

### **ARTICLE 7 - ARBITRATION**

**7.01** Any grievance arising out of this Agreement which cannot be settled by the Employer and the Union, under the grievance procedure as per Section 6 of this Agreement, shall be determined in the following manner:

A single arbitrator mutually selected by the Company and the Union.

- (a) The arbitrator shall hear the Parties, settle the terms of the question to be arbitrated, and make their award within ten (10) days from the day of the hearing. This time limit may be extended by the mutual agreement of the Parties.
- (b) The decision of the arbitrator shall be final and binding on both Parties.
- (c) Each Party shall bear half (½) the cost of the arbitrator.
- (d) The arbitrator shall not be vested with power to change, modify or alter any of the terms of this contract.

### **ARTICLE 8 - SENIORITY**

#### **8.01 SENIORITY - DEFINED**

The Employer agrees seniority shall be determined by an employee's length of continuous service with the Employer.

#### **8.02 PROBATIONARY PERIOD - DEFINED**

Seniority of each employee will be established after a probationary period of sixty (60) shifts worked.

The purpose of the probationary period is to assess the employee's suitability for long term employment. The probationary period may be extended by mutual agreement of the Parties on an individual basis.

#### **8.03 SENIORITY LISTS**

The Employer shall prepare a seniority list of all employees and present to the Union within thirty (30) days of the signing of the Agreement. This list will be posted at the worksite for a period of sixty (60) days, and will show seniority, regular rate and classification, with the most senior employee listed first. An employee will have sixty (60) days from the posting of the list to challenge their seniority – after which no challenge may be made.

Supervisors will have access to an abbreviated seniority list of employee's names and seniority dates, which will be available for viewing on request by an employee.

#### **8.04 SENIORITY LIST**

The Employer will provide the Union with an updated seniority list on or before the 1<sup>st</sup> day of February and the 1<sup>st</sup> day of August each year. The list shall include the following information.

- (a) employee's name;
- (b) employees date of hire;
- (c) employee's address, phone number and email address (if available).

Where the Union requires specific information on hours worked etc. to administer the Collective Agreement, the Employer will reasonably cooperate in providing such information in a timely manner.

#### **8.05 SENIORITY WILL BE MAINTAINED AND ACCUMULATED DURING**

- (a) occupational injury or occupational illness;
- (b) temporary illness of non-occupational injury;
- (c) all authorized leaves of absences;
- (d) absence due to layoff but not exceeding:
  - (i) one (1) year or less seniority - six (6) months recall rights;
  - (ii) more than one (1) year seniority - twelve (12) month recall rights.

#### **8.06 SENIORITY WILL BE MAINTAINED AND ACCUMULATED**

During periods spent outside the bargaining unit but not more than three (3) months.

#### **8.07 SENIORITY STANDING WILL BE CANCELLED IF AN EMPLOYEE**

- (a) voluntarily leaves the employ of the Employer;
- (b) is discharged for just and reasonable cause and not reinstated under the terms of this Agreement;
- (c) subject to 8.11(b), is recalled to work and does not report within seventy-two (72) hours of receiving notice by a text or email that receipt of which is confirmed (or a phone message being left), except when by mutual agreement between Employer and Union failure to report within the specified time limit was unavoidable. If no response of receipt received, a registered letter will be sent to the employee;
- (d) loses seniority because of the effect of Article 8.05(b), 8.05(d) or Article 8.06.

#### **8.08 SENIORITY PRINCIPLE**

- (a) The Parties recognize that job opportunity and job security should increase in proportion to length of service. It is agreed that the term "security" as used herein, shall have reference to an employee's right to be considered for a

job based upon their length of service with the Employer and their ability to fulfil the job requirements.

- (b) Seniority Principle - All transfers, filling of vacancies, layoffs, and re-hiring after lay-offs, will be based on seniority providing they have the sufficient ability to fill the job requirements.

#### **8.09 NOTICE OF LAYOFF FROM WORK DUE TO THE LOSS OF A CONTRACT**

Within five (5) business days of receiving written notice of loss of contract the Employer will inform the Union and the employees of the loss of contract and their options.

#### **8.10 LAYOFF PROCEDURE**

**Layoff Definition** - For the purpose of this provision layoff shall be defined as a layoff from work or a reduction of hours of one (1) hour each day or more for a period of more than thirty (30) days.

- (a) Layoffs shall be on the basis of employee seniority applied by classification. The Employer agrees the last to be hired shall be the first to be laid off and the last to be recalled from layoff.

#### **8.11 RECALL PROCEDURE**

- (a) Recalls shall be by seniority and by classification.
- (b) It shall be the employee's responsibility to keep the Company informed of their current telephone number, email address and mailing address. The above applies to all recalled employees.
- (c) Notwithstanding the foregoing, an employee on the recall list has the right to refuse recalls to work of less than thirty (30) hours/week during their period of layoff.

### **ARTICLE 9 - SUCCESSOR STATUS**

- 9.01** All rights, privileges, obligations and conditions continued herein shall automatically be assumed by any Employer who carries on the business of Bee-Clean BCBMI through the sale, lease, sublease, rental, transfer or assumption into receivership of the business carried on at Bee-Clean BCBMI.

### **ARTICLE 10 - JOB POSTING**

- 10.01** The Employer agrees to post permanent job vacancies and temporary vacancies that are expected to last four (4) months or more.

- 10.02** (a) Job postings, including electronic, must include the following information:
  - (i) job classification;
  - (ii) rate of pay and hours of work per shift; and
  - (iii) if day shift, an indication of same.

All job postings shall be copied to the Union. The names of successful bidders for such vacancies shall also be provided to the Union.

- (b) The vacancy shall be posted in the work location for five (5) working days and awarded to the most senior applicant, provided they have the skill and ability to do the work. The successful applicant shall begin their new position no later than thirty (30) days following the close of the posting.
  - (c) Employees who are awarded a day shift job shall serve a thirty (30)-day trial period during which time the Company may opt to return the employee and the employee may opt to return to their previous job
- 10.03** Only those employees for whom such vacancy or job would create a change in classification, premium, increase in hours or change in shift will be eligible to apply.
- 10.04** No secondary vacancies will be posted as a result of filling a temporary vacancy.
- 10.05** While lead hand vacancies will be posted, they will be awarded based on skill and ability. Where two (2) applicants are equal in skill and ability, the vacancy will be awarded to the senior applicant.

### **ARTICLE 11 - HOURS OF WORK**

- 11.01** The normal straight time hours of work for all employees, shall conform with the following guidelines:
- (a) not more than eight (8) hours in any one (1) day;
  - (b) not more than five (5) consecutive working days in any seven (7)-day period;
  - (c) not more than forty (40) hours in any five (5) working day period.
- 11.02** Time worked beyond the hours shown in 11.01 above, shall be paid at the overtime rate.
- 11.03** Employees commencing work at the insistence of the Employer shall receive a minimum of four (4) hours pay unless the employee leaves on their own accord.
- 11.04** When any employee is required to report to work, they shall be paid four (4) hours wages if there is no work available.
- 11.05** The standard work day shall commence at 12:01 a.m. and end at 12:00 midnight. A shift beginning on one day and continuing into the next day shall be considered as work performed on the day on which the shift commences.
- 11.06 ALLOCATION OF SHIFTS AND HOURS WITHIN A BUILDING**
- The allocation of shifts and hours of work shall be done by seniority in accordance with classifications.
- 11.07 POSTINGS OF SCHEDULE**
- The Employer shall post a schedule of work at the employee's normal work location, wherever possible. This schedule shall show the employee's name, the employee's starting and finishing times, the days to be worked and the days off. The Employer shall give the employee forty-eight (48) hours' notice of a change of schedule except in a case of an emergency.

### **11.08 RETURN TO WORK**

An employee who is absent from work because of a leave of absence (as set out in Article 17), compensation claim, illness, or annual vacation, shall be returned to the job duties with the same hours of work, etc., upon the employee's return to work. The employee shall be returned to work within seventy-two (72) hours of the employee notifying the Employer of the ability to return to work if such notice is anticipated. subject to the employee having provided satisfactory evidence of being fit to return to work, and subject to any reasonably required accommodation.

An employee who is absent due to illness or injury for more than two (2) weeks must provide the office with a medical certificate clearing that person fit to return to work. In the event the medical certificate does not contain sufficient bona-fide information, the Employer may request additional information at its cost. Any such request will be specific as to what information the Employer requires and why so that the medical professional shall be clear as to what information is required.

#### **Medical Notes**

The Employer may require an employee to submit a certificate or note from a qualified medical or dental practitioner, for absences of three (3) consecutive workdays or more due to sickness, physical and/or mental disability. The Employer may request a medical certificate with less than three (3) workdays absence in reasonable circumstances. In all cases, the Employer will reimburse the employee for the cost, if any, of such certificate or note.

**11.09** Split shifts shall only be worked by mutual agreement between the Employer and the Union.

### **11.10 MAXIMIZING THE LENGTH OF SHIFTS**

While the Employer is entitled to schedule daily and weekly shifts of various lengths as provided for in this Agreement, the Employer will schedule the maximum number of forty (40)-hour per week schedules and eight (8)-hour shifts per day to employees in seniority order before instituting shifts of lesser hours, and any such lesser weekly or daily shifts shall be maximized to the longest shifts possible based on the hours available. The Employer must be able to demonstrate to the Union where the requirement for maximization can't be met.

## **ARTICLE 12 - OVERTIME RATES**

**12.01** The following rates shall be paid for Overtime worked by all employees:

- (a) The first four (4) hours worked in excess of eight (8) in any one (1) day, one and one-half (1½) times the regular rate.
- (b) For all hours worked in excess of twelve (12) hours worked in any one (1) day, two (2) times the regular rate.
- (c) For all hours worked up to eight (8) on the sixth (6<sup>th</sup>) day of their work week, one and one-half (1½) times the regular rate. For all hours worked in excess of eight (8) hours, two (2) times the regular rate.
- (d) For all hours worked on the Seventh (7<sup>th</sup>) day of their work week, two (2) times the regular rate.

- 12.02** The term "Sixth Day", as used in this Agreement shall be employee's first (1<sup>st</sup>) scheduled day off in the employee's work week.
- 12.03** The term "Seventh Day", as used in this Agreement shall be the employee's second (2<sup>nd</sup>) scheduled day off in the employee's work week.
- 12.04** All work performed by an employee in excess of said employee's scheduled shift shall be authorized by the Supervisor.
- 12.05 OVERTIME BY SENIORITY**
- (a) Overtime shall be voluntary.
  - (b) Where incremental overtime is required and is less than two (2) hours, it will be first offered to the employee performing the job in question. If the employee performing the job declines the overtime, it will be offered in order of seniority to employees in the classification working at the time the overtime is available and who are qualified to do the overtime work.
  - (c) Where the overtime is not incremental, it will be offered and assigned based on seniority and job classification.
  - (d) In the event of a breach of this provision, the Union will notify the Employer as soon as possible.
  - (e) Should the Union propose a different process for awarding overtime, for example by rotation, the Employer would, in good faith, discuss and consider the request.

### **ARTICLE 13 - PAYMENT OF WAGES**

- 13.01** Employees will be paid twice per month. Pay stubs will be made available electronically. Direct deposit shall be mandatory for all employees.
- 13.02** (a) A separate detailed statement of earnings shall be made available to each employee on every pay day. This statement shall show all the regular hours worked, the rate of pay, all overtime hours worked and the corresponding rate of pay, general holiday pay, vacation pay accrual, the date of the pay period, and a complete itemized list of deductions.
- (b) Where the Employer provides the statement of earnings and/or T4's by electronic means they will provide an employee with an orientation during working hours (without loss in pay) on how to access this information. If an employee requests a paper copy of their T4 it will be provided to them.
- 13.03** Any employee who voluntarily leaves the employ of the Employer shall receive all wages due in full, including General and Holiday Pay, and the Record of Employment, within five (5) office working days of such voluntary termination.
- 13.04** Any employee who is terminated by the Employer for any cause whatsoever shall receive within forty-eight (48) hours of such termination all wages due to said employee including Overtime, all General or Proclaimed Holiday Pay, Annual Vacation Pay, and the employee's Record of Employment.
- 13.05** Payroll errors in excess of one hundred dollars (\$100.00) will be rectified no later than seventy-two (72) hours after the Employer receives notice of the error. Payroll

errors less than one hundred dollars (\$100.00) will be rectified on the following payroll.

#### **ARTICLE 14 - MEAL TIME AND COFFEE BREAKS**

- 14.01** Each employee, having a work day of five (5) hours or more shall have an unpaid lunch period of one-half (½) hour. This period may be extended to no more than one (1) hour upon proof of client service requirements at a particular location being supplied to the Union.
- 14.02** Employees, who are required to be on telephone call, or to perform work of any kind during their lunch period, shall be paid wages for the lunch period.
- 14.03** Employees shall be entitled to, and take rest periods in excess of their lunch period, with no deductions from wages, in accordance with the following schedule:
- (a) Employees working four (4) hours and less than seven (7) hours, one (1) fifteen (15)-minute rest period.
  - (b) Employees working seven (7) hours or more, two (2) fifteen (15)-minute rest periods.
  - (c) The onus shall be on the Employer that proper breaks are taken and paid for.
  - (d) Any meetings or crew talks which occur on employees breaks shall result in the employee extending their break by the length of the interruption.

#### **ARTICLE 15 - STATUTORY HOLIDAYS**

**15.01** The following general holidays shall be recognized by the Employer:

New Year's Day	Labour Day
Family Day	National Day for Truth and Reconciliation
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
BC Day	Boxing Day

and all other holidays which may hereafter be required to be observed under the Statutes of the Province of British Columbia.

- 15.02** (a) Employees who have established Seniority in accordance with Article 13, and who worked the last scheduled working day within seven (7) days previous to the general or proclaimed holiday and who have worked the first (1<sup>st</sup>) scheduled working day within seven (7) days following the general or proclaimed holiday, shall receive their regular day's wages for the said holiday.
- (b) In calculating a regular day's wages, the employee shall receive the greater of either the pay for the hours of the normal shift they would have worked on the day of the general or proclaimed holiday or an amount equal to at least an average day's pay determined by the formula: amount paid ÷ days worked where amount paid is the amount paid or payable to the employee for work that is done during and wages that are earned within the thirty (30)

calendar day period preceding the general or proclaimed holiday, including vacation pay that is paid or payable for any days of vacation taken within that period, and days worked is the number of days the employee worked or earned wages within that thirty (30) calendar day period.

**15.03 PAYMENT FOR WORK PERFORMED ON HOLIDAYS**

- (a) For all hours worked on a general or proclaimed holiday named in Article 15.01, the employee shall be paid at one and a half (1½) times the rate of pay for all hours worked, in addition to any other compensation described in Article 12.
- (b) However, it is agreed that part time employees working less than four (4) days per calendar week are to be paid overtime (1½) rates for work performed on a statutory holiday as per past practice.
- (c) Where non-emergency work is performed on a statutory holiday it shall be offered on the basis of seniority among the regular employees normally employed at the particular location.
- (d) Subject to operational requirements, the Employer shall make every effort to schedule either Christmas Day or New Year's Day off for employees so requesting.
- (e) Where an employee who works five (5) shifts/week is required by the Employer to work on a statutory holiday, the Employer will make every effort to schedule the employee's day off in lieu of as an addition to the employee's two (2) regularly scheduled days off.

**15.04** In the event of a general or proclaimed holiday falling on an employee's regular day off, then the employee shall receive:

- (a) another day off with pay; or
- (b) another day's wages, as may be mutually agreed to by the Employer and the Union.

**15.05** If a general or proclaimed holiday falls during an employee's annual vacation, the employee shall receive an extra day's vacation with pay in lieu thereof.

**15.06** In the event that any of the statutory holidays fall on a Saturday or Sunday, the holiday will be recognized by the Employer on either the day proclaimed by the Government or the client.

**15.07 NO SHIFT CHANGES TO AVOID OVERTIME PAYMENT**

There shall be no change in shift scheduling to avoid payment of overtime on statutory holidays.

**ARTICLE 16 - ANNUAL VACATIONS**

**16.01** All employees shall receive Annual Vacations in accordance with the following:

For the purpose of determining an employee's vacation entitlement and vacation pay, the employee's anniversary date shall be used. (The employee shall take the vacation on or after the anniversary date except when mutually agreed between the Employer and the employee in writing.)

An employee, who is off work due to illness or injury longer than six (6) months shall have the right to paid earned vacation pay upon written request, provided the employee is not receiving any other compensation for lost wages. The employee will inform the Employer of any other compensation received for lost wages.

- 16.02** If the employee has completed six (6) months' service they may take one (1) weeks' vacation, based on four percent (4%) of said employee's gross earnings.
- 16.03** An employee who has completed one (1) year's employment as of the employee's Anniversary Date, shall receive and take a vacation that year and each year thereafter of two (2) weeks with pay based on four percent (4%) of said employee's gross earnings for the past year; EXCEPT
- 16.04** An employee who has completed four (4) year's employment as of the employee's Anniversary Date, shall receive and take a vacation that year and each year thereafter of three (3) weeks with pay based on six percent (6%) of said employee's gross earnings for the past year; EXCEPT
- 16.05** An employee who has completed ten (10) years' employment as of the employee's Anniversary Date, shall receive and take a vacation that year and each year thereafter of four (4) weeks with pay based on eight percent (8%) of said employee's gross earnings for the past year.
- 16.06** An employee who has completed twenty (20) years' employment as of the employee's Anniversary Date, shall receive and take a vacation that year and each year thereafter of five (5) weeks with pay based on ten percent (10%) of said employee's gross earnings for the past year.
- 16.07** The Employer shall pay the vacation pay to the employee on a separate cheque, designated as annual vacation pay, and shall include a statement showing the gross wages earned during the year, the percentage of entitlement, the number of weeks of entitlement, the date of the period of vacation covered, and a complete list of deductions, if any.
- 16.08** Payment of vacation shall be made no earlier than the last pay period prior to the employee's vacation, and shall be paid no later than the last shift worked by the employee going on vacation. If the employee cannot get to a bank during business hours on the last day worked, payment shall be made one (1) shift earlier.
- 16.09** An employee leaving the employ of the Employer for any cause whatsoever, shall receive vacation pay in accordance with said employee's length of employment, as provided for in this Article.
- 16.10** Should a statutory holiday occur on a normal work day while an employee is on annual vacation, they shall receive an additional day off with pay.

**16.11 VACATION TIME - PRO RATED**

An employee who works on a year-round basis shall be required to take their vacation. An employee who is absent for three (3) full months or more during the year because of illness, injury, layoff or leave of absence, may pro-rate their vacation time allowed to them on the basis of one (1) week for each three (3) full months missed. This provision shall in no way affect the employee's vacation pay entitlement.

## **16.12 VACATION SCHEDULING**

Vacation scheduling shall be arranged during the month of March each year in accordance with seniority. The vacation schedule shall be posted by March 1<sup>st</sup> of each year and confirmed by April 1<sup>st</sup>. The employee's anniversary date shall be used to determine their vacation entitlement and pay.

At the beginning of each year the Employer shall provide each employee with a vacation request form, which must be completed and returned within ninety (90) days (January 1<sup>st</sup> to March 31<sup>st</sup>).

Employees requesting vacation prior to March 31<sup>st</sup> will be granted on a first come first served bases, with seniority being determining factor if more than one (1) person applies for the vacation at the same time. Employees who do not apply for vacation periods until after April 1<sup>st</sup> will be fitted into the remaining available vacation times on a first come, first served basis. Employees may schedule their vacations a week at a time. The Employer must provide written confirmation to the employee within thirty (30) days of receiving the request. Vacation request forms not received by October 1<sup>st</sup> may result in the Employer scheduling the vacation time for the employee or paying out their entitlement at the end of the year.

The Employer may reschedule vacations due to operational emergencies by mutual agreement with the employee.

**16.13** Where practical and in good faith, the Employer agrees to replace the employee(s) who are away on vacation.

**16.14** Employees can apply for additional time off as an unpaid leave of absence in conjunction with their vacation for longer trips and will not be unreasonably denied.

## **ARTICLE 17 - LEAVES OF ABSENCE**

### **17.01 LEAVE FOR UNION BUSINESS**

- (a) If any employee of the Employer should be elected to act as a delegate for the Union or to perform any union business, they shall be allowed reasonable leave of absence without pay provided that a request is made in writing to the Employer with seven (7) working days' notice. It is agreed that the Company will make every effort to grant up to five (5) employees such leaves in increments of four (4) hours or more.
- (b) If any employee of the Employer should be elected to serve the Union on a full-time basis, they shall be considered, upon sufficient notification, to be on leave of absence without pay. They shall be re-employed at the same type of work which they performed prior to their leave of absence, and with seniority accumulated, provided that not more than two (2) employees be absent at any one time.
- (c) Employees on leave pursuant to this Article who are away from work to fulfill union functions for a minimum period of six (6) months, will receive, if needed at the time of their return to work, sufficient on the job training in line with the training requirements of their classification and position in order to be re-familiarized and to perform their tasks adequately.

#### **17.02 PAID BEREAVEMENT LEAVE**

In the event of a death of a member of the immediate family of an employee, the Employer shall grant up to three (3) days leave of absence with pay. The Company will also grant additional unpaid leave following a death in the family where possible. The term "immediate family" shall mean spouse, parents, parents-in-law, children, siblings (brothers and sisters).

#### **17.03 COMPASSIONATE LEAVE (UNPAID)**

In the case of serious illness in the family the Employer may grant up to four (4) weeks compassionate leave of absence without pay. The term immediate family, in this case, shall mean spouse, parents, parents-in-law, children, brothers, sister, brothers-in-law, and sisters-in-law. The Employer will also grant leave for compassionate reasons in accordance with the provisions of the BC Employment Standards Act Governing compassionate care leave.

#### **17.04 PERSONAL LEAVE**

The Employer agrees to grant personal leave of absence for sufficient cause for a reasonable length of time. Leaves shall be submitted in writing and shall be granted in writing. Should the Employer deny leave written reasons shall be given with a copy to the Union office.

#### **17.05 JURY DUTY**

Employees, who have completed their probationary period, who are summoned or subpoenaed for jury selection, jury duty, or as a witness subpoenaed for a coroner's jury, shall be paid the difference between their regular pay and the pay received for any of the above, for each working day lost while so serving. The employee must show satisfactory proof of receiving the summons or subpoena, and must provide the Employer with a statement of the pay received when claiming the day difference. Any funds received for meal and travel allowance will not be included in the amount considered as pay for jury duty.

#### **17.06 PREGNANCY AND/OR PARENTAL LEAVE**

The Employer shall grant unpaid leave as required by and in compliance with the Employment Standards Act of B.C.

#### **17.07 LEAVE TO VOTE**

The provisions of the Canada Elections Act and the Provincial Elections Act of British Columbia with respect to an employee taking time off to vote shall be followed, as per the Federal and Provincial Statutes.

#### **17.08 LEAVE FOR CITIZENSHIP**

Any employee requiring time off to attend Citizenship Court for themselves shall be given such time off as requested.

#### **17.09 FAMILY RESPONSIBILITY LEAVE**

(a) An employee is entitled to up to five (5) days of unpaid leave during each employment year to meet responsibilities related to the care, health or education of a child in the employee's care, or the care or health of any other member of the employee's immediate family. Requests for leaves of

absence for periods exceeding five (5) days in total each year for this purpose shall not be unreasonably withheld.

- (b) An "immediate family member" is defined as the spouse, child, parent, guardian, sibling, grandchild or grandparent of an employee, and any person who lives with an employee as a member of the employee's family. It includes common-law spouses, step-parents, and step-children, and same sex partners and their children as long as they live with the employee as a member of the employee's family.

#### **17.10 SICK LEAVE**

Employees will be provided five (5) paid sick leave days as per the Employment Standards Act of B.C.

#### **17.11 LEAVE RESPECTING DOMESTIC OR SEXUAL VIOLENCE**

The Employer shall grant paid leave as required by and in compliance with the Employment Standards Act of B.C. (Act Part 6, Section 52.5).

### **ARTICLE 18 - UNION HEALTH AND WELFARE PLAN**

**18.01** Eligible employees shall be covered by the Unifor Benefit Trust (UBT).

**18.02 (a)** Effective upon ratification, the Employer shall pay one hundred percent (100%) of the costs required to provide the Unifor Benefit Trust.

(b) The change provided for in (a) will be payable at the start of the pay period following the effective date stipulated.

(c) The Employer will not pay the Health and Welfare premiums until employees have completed one thousand and forty (1040) hours. Employees will not qualify for the Health and Welfare benefits until they have successfully achieved one thousand and forty (1040) hours of employment.

(d) The Parties agree that the Health Care Benefit Plan coverage levels will not be increased during the term of the Agreement without the prior written consent of the Company.

(e) The Company agrees to distribute the necessary sign-up forms supplied by Unifor Benefit Trust to be completed by employees.

#### **18.03 PAYMENT OF CONTRIBUTIONS**

The Employer agrees to forward all monies payable by them in respect of fringe benefits, on or before the tenth (10<sup>th</sup>) day of the month following the actual performance of work and shall forward said contributions to the Administrator of the Union in respect to Health and Welfare.

The Employer shall also ensure that the health and welfare provider is updated with accurate information every month outlining exactly which employees have taken vacation and how many hours they have been paid for vacation pay.

**18.04 EMPLOYER STATEMENT**

The Employer also agrees to remit the contributions together with a monthly statement setting out the names of the employees in respect of which said payments are made, together with the hours of work credits or amounts paid in respect of employees.

The Employer shall also ensure that the per hour contributions toward the benefit plan and MSP coverage are listed on employee pay statements each pay period.

**18.05 FAILURE TO REMIT**

In the event an Employer fails to remit contributions to these plans in conformity with this clause of the Agreement, the Employer shall, if in default more than five (5) days after written notification by the Union, pay the monies due thereunder and in addition thereto pay these plans a penalty in the amount of five hundred dollars (\$500.00). The Employer shall be responsible for loss of benefits to any employee because of the Employer's default action.

**18.06 INVESTIGATION OF THE EMPLOYER'S PAYROLL RECORDS**

- (a) The Employer shall allow the properly authorized Representative of the Union to investigate their time book, to ensure that the proper contributions are being remitted pursuant to Article 18.01 of this Agreement.
- (b) In the event that the Union intends to investigate the Employer's time book, the Union shall first serve written notice on the Employer giving the Employer a reasonable period of advance notice.

**18.07 ACCESS TO EXPERIENCE OF HEALTH AND WELFARE PLAN**

The Union agrees to provide the Employer the experience ratings of its employees as a group under the various benefits provided by the Unifor Benefit Trust (UBT) Plan at least annually on or before April 1<sup>st</sup> of each year and/or upon written request from the Company.

The Union agrees to provide the Employer with information regarding plan surpluses, deficits, and any other opportunities for savings or other efficiencies.

**ARTICLE 19 - DISCIPLINE**

**19.01** The Employer agrees that an employee bound by this Agreement may only be disciplined for just and reasonable cause.

**19.02** The Employer will ensure that all disciplinary action including suspension or discharge is in writing.

**19.03 UNION REPRESENTATION AT INVESTIGATIVE AND DISCIPLINARY MEETINGS**

- (a) The Employer will offer a Shop Steward to employees attending investigative or disciplinary meetings. If a Shop Steward is not reasonably available, the employee may elect to have a witness from the bargaining unit. A Servicing Rep will be provided with a copy of the discipline. The Shop Steward will be provided a copy of all discipline within forty-eight (48) hours.
- (b) If in the course of a normal interview or meeting it is determined that there may be grounds for disciplinary action, the interview shall be adjourned to

permit a Shop Steward to be made available to represent them at a related meeting prior to proceeding.

- (c) The employee and their Shop Steward attending the investigative and disciplinary meetings shall receive the applicable rate of pay for all time spent in attendance at such meetings.
- (d) Documentation with respect to complaints received from a building tenant about an employee's work shall be shown to that employee at the earliest possible time following receipt of the complaint. The Employer agrees to normally limit the number of Supervisors to two (2) during the initial levying of discipline.
- (e) When there is a situation that could result in termination or suspension, and no Shop Steward is available, the Service Representative at Local 3000 shall be contacted to provide representation in person, telephone or virtually.

**19.04** A discipline issued to an employee will be void and removed from the employee's file after a period of eighteen (18) months from the date of discipline, and a suspension letter will be removed after eighteen (18) months provided there has been no subsequent discipline relating to the same or similar offence to the employee during this period.

**19.05 FREEDOM OF INFORMATION**

The Employer agrees that an employee in the presence of the Union shall have access to the grievance and arbitration provisions of this Agreement to dispute any entries on their file.

**19.06** Whenever an employee signs a document pertaining to discipline, they do so only to acknowledge that they have been notified accordingly.

**19.07** Employees may refuse to cross a picket line that is lawful under the B.C. Labour Relations Code. Employees exercising such right will not be subject to discipline.

**19.08 UNION BUTTON**

An employee may wear a modest union button without being disciplined.

**ARTICLE 20 - OCCUPATIONAL HEALTH AND SAFETY**

**20.01 SAFETY AND HEALTH – RESPONSIBILITY**

- (a) The Employer agrees that it is the responsibility of the Employer to make adequate provisions for the safety and health of the employees during the hours of their employment.
- (b) The Union and the employees agree to cooperate fully with the Employer on all matters of health and safety including disability management.

**20.02 COMPLIANCE WITH HEALTH AND SAFETY LEGISLATION**

The Employer shall comply with all applicable provincial and Municipal Health and Safety Legislation and WorkSafeBC Regulations. All standards established under the legislation and regulations shall constitute minimum acceptable practice to be

improved upon by agreement of the Industrial Health and Safety Committee or negotiations with the Union.

#### **20.03 RIGHT TO ACCOMPANY INSPECTOR**

When an inspection of the Operation is made by an Inspector authorized to enforce the WorkSafeBC Regulations, the Factories Act, or any act or regulations pertaining to Industrial Health or Safety, a Union Representative of the Safety Committee shall be included in the tour, and a copy of the Inspector's report shall be made available to the Safety Committee.

#### **20.04 SAFETY COMMITTEE**

- (a) It is mutually agreed that a safety committee consisting of two (2) employees selected by the Union will meet with equal representation selected by Management not less frequently than once a month. Minutes of such meetings will be posted on the notice board and a copy forwarded to the Union office.
- (b) Employees shall be compensated at applicable rates of pay for time spent at safety meetings and at the jointly recommended Health and Safety Seminars (maximum three (3) days per year, per committee member).
- (c) The Safety Committee and the Representatives thereof shall have full access to accident reports and other health and safety records in the possession of the Employer including records, reports, and dates provided to and by WorkSafeBC and the government or its agencies subject to privacy legislation.

#### **20.05 RIGHT TO REFUSE**

No employee shall be required to, and no employee shall perform any work in a hazardous manner. All unsafe working conditions and/or equipment shall be reported to the Employer immediately. The Employer further agrees not to request an employee to comply with an order, directive and/or an assignment that is unreasonable and/or otherwise improper.

**20.06** The Employer shall supply, launder and maintain coveralls or similar uniforms for each employee employed as a Window Cleaner or Carpet Cleaner at no cost to the employee.

**20.07** The Employer agrees to supply uniforms at no cost to the employee and, effective upon ratification, will pay each employee two cents (\$0.02) per hour for all hours worked to assist with the costs associated with cleaning of uniforms. Employees shall be provided with a reasonable supply of uniforms to ensure that the uniforms will be in good repair and clean.

**20.08** The Employer shall supply adequate sanitary protection for those employees who need such protection in the course of their job duties, inclusive of dust masks and gloves where requested by the employee provided the employee returns the used items. The Employer shall provide footwear at no charge to employees performing floor stripping duties.

**20.09 DAY OF INJURY**

An employee injured on the job, shall be transported to the nearest hospital or to their home at no cost to the employee and shall suffer no loss of wages or benefits for the day of injury.

**20.10** The Employer will ensure that an 'approved' First Aid kit is supplied and maintained accessible in all vehicles and at all work locations.

**20.11 FIRST AID ATTENDANTS**

- (a) The Company will determine which buildings that bargaining unit Level 1 First Aid attendants are required in and will ask employees in writing for volunteers from that building and provide a copy of the request to the Union. The Company shall select the senior qualified bargaining unit volunteer from that location for the First Aid training and notify the Union in writing of the volunteers who will be trained as First Aid Attendants.
- (b) There will be at least one (1) fully trained First Aid Attendant from the bargaining unit per seventy-five (75) bargaining unit members in addition to any non-bargaining unit personnel trained as First Aid Attendants.
- (c) The Company will cover the cost of the course, fees, and lost time for employees who are selected or required to take First Aid training.

**20.12 ERGONOMIC REQUIREMENTS**

The Health and Safety Committee will address ergonomic concerns and training on an ongoing and priority basis and will work progressively toward improving the workplace/employee interface.

**ARTICLE 21 - WORKLOADS - NO SPEED-UPS - NO REDUCTION IN HOURS**

**21.01 No SPEED-UPS**

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

**ARTICLE 22 - GENERAL PROVISIONS**

**22.01** The Company will provide an electronic copy of the Collective Agreement to employees.

**22.02 LETTERS OF UNDERSTANDING**

It is agreed that all letters of understanding to this Agreement are incorporated into this Agreement. Letters of Understanding reached between the Parties during this agreement become effective only upon ratification of the Local Union membership.

**22.03** The Employer shall furnish employees with tools and working equipment and the employee shall be held responsible for same, except when ordered to leave tools on the job or when left on the Employer's premises. Employees must at all times maintain tools and equipment in a clean condition.

**22.04** When, in the opinion of both Parties, it is deemed beneficial to the Employer and the union members, the terms and conditions of the Collective Agreement may be modified. Such mutually agreed modifications to the Collective Agreement shall be by Letter of Understanding and may be for one project, for a type of work, for a specific area, or for a specific period of time.

**22.05 JOINT CONSULTATION COMMITTEE**

(a) On the request of either party, the parties shall meet at least once every three (3) months during the term of this Agreement for the purpose of discussing issues relating to the workplace that affect the parties or any employee bound by this Agreement.

The purpose of the consultation committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work-related skills, and to promote workplace productivity and to address workload issues.

(b) The Union Representatives on this Committee will include the Local President and/or Service Representative, the Chief Shop Steward, and one (1) Union Representative. The Union members will be paid for their attendance at applicable rates.

(c) Both parties shall supply the necessary information as requested by the Committee to perform its work adequately.

**22.06 TRAINING COSTS**

The Employer will pay for the cost of any training that is required by law and all employees will receive WHIMS training on paid time.

**ARTICLE 23 - DURATION OF AGREEMENT**

**23.01** (a) This Agreement shall be in full force and effect from May 1, 2022 up to and including May 31, 2025 and shall continue in full force and effect from year to year thereafter, subject to the right of either party to this Agreement within four (4) months immediately preceding the expiration (or immediately preceding the anniversary date in any year thereafter), by written notice to the other party, require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of the Collective Agreement, or a new Collective Agreement. The Company and the Union agree there shall be no strike or lockout for the duration of the Collective Agreement.

(b) Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike and such strike has been implemented or the Employer shall give notice of lockout and such lockout has been implemented, or the parties shall conclude a renewal or revision of the Agreement of a new Collective Agreement.

**ARTICLE 24 - CLASSIFICATIONS AND JOB DESCRIPTIONS**

**24.01 LIGHT DUTY CLEANER**

An employee who performs light duties including spot sweeping, high dusting, spot mopping, vacuuming carpets, emptying of waste baskets and ashtrays, washing of ashtrays and desk tops, cleaning and servicing bathrooms, spot washing (daily removal) of hand prints of day to day traffic and scuff marks) or walls, door frames, door glass and similar items considered light duties.

**24.02 HEAVY DUTY CLEANER**

An employee who performs regular duties as outlined under LIGHT DUTY CLEANER, and to include, scrubbing, mopping other than spot mopping, heavy sweeping, cleaning of light fixtures and replacing bulbs, and general maintenance duties confined under the Janitorial Industry.

**24.03 SPECIAL PROJECT WORKER**

An employee who, in addition to heavy duties, is also regularly assigned duties such as floor waxing, carpet cleaning, construction cleaning, power washing, snow and debris removal, wall washing, inventory control.

**24.04 LEAD HAND**

A designated employee who is responsible for on the job training and direction of other employees and to promote safe and efficient work habits.

**ARTICLE 25 - WAGES AND NEW CLASSIFICATIONS**

**25.01 WAGE SCHEDULE**

- (a) The job classification and rates of pay listed in the Wage Schedule is agreed upon by both Parties, and is a part of this Collective Agreement. When an employee reaches the next level of hours on the pay scale, the increased rate shall take effect from the next working day.
- (b) The rates for the classifications set forth in this Agreement and for any subsequent, mutually agreed to additions hereto, are the agreed upon rates for these classifications. Any employee assigned to a classification shall be paid the listed rate for that classification, except as otherwise provided herein.

**25.02 NEW OR CHANGED JOB CLASSIFICATIONS**

- (a) If any new job classifications are established, or if there is a significant change in job content of any job classification(s) set forth in this Wage Schedule, or if any job classification(s) have been overlooked in this Wage Schedule, the parties hereto are agreed to negotiate a rate for the job(s) in question.

Pending final agreement on the rate, the Employer shall set an interim rate for the new or amended category. If the final established rate is higher than the interim rate, the established rate shall be retroactive to the establishment of the new category or to the date of change.

- (b) When there has been a gradual change in job content to the point where a higher rate ultimately becomes appropriate, the higher rate shall be effective at that time.
- (b) If the parties are unable to reach agreement, then the dispute will be settled through the grievance and arbitration procedures of this Agreement.

**25.03** Any employee performing work that calls for a higher wage rate for one-half (½) hour to four (4) hours in any one (1) day, shall be paid the higher rate for four (4) hours. Any employee, who performs work that calls for a higher wage rate in excess of four (4) hours in any one (1) day, shall be paid the higher wage rate for all hours worked that day.

**25.04 OVERTIME CALCULATION**

It is understood that overtime shall be based on the employee's classified.

**ARTICLE 26 - TEMPORARY CATEGORY**

**26.01** Temporary employees can be hired for work orders and seasonal work upon mutual agreement with the Union. The Union will agree to discuss seniority on an individual temporary job contract basis, only as they come up.

**APPENDIX "A" WAGE RATES**

<b>Wage Rates</b>	<b>January 1, 2024</b>	<b>June 1, 2024</b>
Light duty - less than 6 months	\$17.56	\$18.66
Light duty - more than 6 months	\$17.86	\$18.96
Heavy duty - less that's 6 months	\$18.28	\$19.38
Heavy duty - more than 6 months	\$18.53	\$19.63
Special projects	\$19.53	\$20.63
Lead	\$19.28	\$20.38

A signing bonus of six hundred and seventy-five dollars (\$675.00) to employees hired before Dec 31,2022 and three hundred and fifty dollars (\$350.00) to employees hired after that date.

For the June 01, 2024, minimum wage increase, workers will receive fifty-five cents (\$0.55) + sixty percent (60%) of the increase in minimum wage or the above increases, whichever is greater.

An employee performing work in a classification that calls for a higher wage rate will be paid the higher wage rate for all hours worked in the classification, if the time worked in the higher classification is a half hour or more, in the day.

**LETTER OF UNDERSTANDING #1**

BETWEEN  
SERVANTAGE SERVICES CORP.  
AND  
THE ASSOCIATION OF BARGAINING AGENTS AT SERVANTAGE

**RE: SERIOUS EMPLOYMENT OFFENCES SUBJECT TO IMMEDIATE DISCHARGE**

Wilful Abuse of the Health and Welfare Plan:

An employee who falsifies a claim to the Health and Welfare Plan or obtains a falsified or fraudulent medical opinion to cover a non-medical reason for absence shall be subject to immediate discharge.

Agreed this 12<sup>th</sup> day of February, 2024.

**LETTER OF UNDERSTANDING #2**

BETWEEN  
SERVANTAGE SERVICES CORP.  
AND  
THE ASSOCIATION OF BARGAINING AGENTS AT SERVANTAGE

**RE: UNIFOR BENEFIT TRUST**

Contribution rate of one dollar and twenty-nine cents (\$1.29) per employee, per hour worked for the life of this Agreement.

Agreed this 12<sup>th</sup> day of February, 2024.

**SIGNATURES**

DATED THIS 12<sup>th</sup> DAY OF FEBRUARY 2024, AT NEW WESTMINSTER, B.C.

**FOR THE COMPANY:**

Bee Clean Building Maintenance  
Inc.



Neil Thomson  
Regional Vice-President

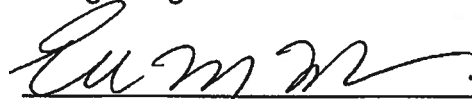


Bradley Olson  
Vice-President Human Resources

**FOR THE UNION:**

Unifor

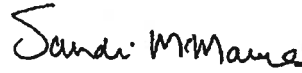
Judith Mano  
Bargaining Committee



Ellen-Marie Moreira  
Local 3000 Service Representative



Paramjit Birak  
Local 3000 Secretary Treasurer



Sandi McManus  
Unifor Aviation Sector Director