

COLLECTIVE AGREEMENT

Between

C&W Facility Services Canada Inc.

And

United Food and Commercial Workers Union, Local 1518

September 14, 2019 to May 31, 2022

Ratified by member vote: October 7, 2019



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MEMORANDUM OF AGREEMENT made this 7th day of October, 2019.

BY AND BETWEEN: C&W Facility Services Canada Inc., a body corporate carrying on business in the City of Prince George, Province of British Columbia

(hereinafter referred to as the "EMPLOYER")

AND: UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 1518, chartered by the United Food and Commercial Workers International Union, C.L.C.

(hereinafter referred to as the "UNION")

WHEREAS: The Employer and the Union desire to establish and maintain conditions which will promote a harmonious relationship between the Employer and the employees covered by the terms of this Agreement and desire to provide methods of fair and amicable adjustment of disputes which may arise between them;

NOW THEREFORE: The Employer and the Union mutually agree as follows:

SECTION 1 – Bargaining Agency

The Employer recognizes the Union as the sole and exclusive collective bargaining agency for all employees in all of the present and future contracts held by the Employer in Prince George, B.C., with respect to rates of pay, wages, hours and all other conditions of employment set out in this Agreement. If additional contracts are acquired by the Employer in the area described herein, all terms and conditions of this Collective Agreement shall apply to such establishments and shall be binding on the parties hereto.

SECTION 2 – Union Shop

- (a) The Employer agrees to retain in his employ, within the bargaining unit as outlined in Section 1 of this Agreement, only members of the Union in good standing. The Employer will have new employees sign the check-off and Union membership application upon successful completion of training/orientation. The Employer shall be free to hire new employees who are not members of the Union, provided said nonmembers, whether part or full-time employees, shall be eligible for membership in the Union and shall make application within ten (10) days after employment and become members within thirty (30) days.
- (b) The Employer agrees to provide each new employee at the time of employment with a form letter outlining to the employee his or her responsibility in regard to union membership and outlining the provisions of Section 7 (g) of this Agreement, and to provide the Union in writing with the name and address of each employee to whom they have presented the form letter, along with the employee's date of hire. The Union shall bear the expense of printing the letter, the contents of the letter to be such that it is acceptable to the Employer. The Employer further

agrees to provide the Union once a month with a list containing names of all employees who have terminated their employment during the previous month.

SECTION 3 – Deduction of Union Dues

The Employer agrees to deduct from the wages of each employee, upon proper authorization from the employee affected, such initiation fees, union dues, fines and assessments as are authorized by regular and proper vote of the membership of the Union. The Employer further agrees to automatically deduct union dues from the wages of all new employees. The Union will supply an appropriate form to the Employer so that new employees, at the time of hire, will authorize union dues deductions. This form will be applicable from the time the employee commences employment until such time as the Union submits an official dues checkoff to the Employer. The employee shall, within thirty (30) days after commencement of employment, provide the Employer with a signed authorization for such deductions. Monies deducted during any month shall be forwarded by the Employer to the Secretary Treasurer of the Union not later than the tenth (10th) day of the following month, accompanied by a written statement of the name and social insurance number of each employee for whom the deductions were made and the amount of each deduction. Dues checkoffs are to be submitted on a monthly or four (4) week basis showing amount deducted each week, for what purpose and the total amount deducted during the month or four (4) week period, as well as the site number of each employee for whom the deductions were made. Union dues deducted by the Employer shall be shown on the employee's T4 slip.

SECTION 4 – Work Clause

Subject to Section 1 of this Agreement, all work performed in all sites in Prince George shall be performed only by employees of the Employer who are in the bargaining unit and who are members of the United Food and Commercial Workers Union, Local 1518.

There shall be no contracting out of work as long as bargaining unit members are able to perform the work.

SECTION 5 – Basic Workweek – Statutory Holidays

The Employer reserves the right to schedule hours of operation, employee hours of work, rest periods, meal periods and overtime work, subject to the following provisions:

(a) Basic Workweek

The basic workweek for full-time employees shall be forty (40) hours, consisting of five (5) eight (8) hour days. This is not to be construed as a guarantee of hours.

Commencing with their fifth (5th) week of employment, full-time employees shall receive forty (40) hours pay at straight time rates and shall work four (4) days, thirty-two (32) hours in a week in which one (1) statutory holiday occurs; three (3) days, twenty-four (24) hours in a week in which two (2) statutory holidays occur. Time worked in excess of thirty-two (32) hours of actual work by part-time employees during a week in which a statutory holiday or statutory holidays occur shall be paid at the rate of time and one half (1½).

(b) Statutory Holidays

The following days shall be considered statutory holidays: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and all other public holidays proclaimed by the Federal, Provincial or Municipal Governments, provided that all other sites close on any such holiday proclaimed, and further, that in the case of a statutory holiday proclaimed by a Municipality, only those sites of the Employer in that Municipality shall be affected by the requirements of this Section.

Commencing with their fifth (5th) week of employment, and provided the employee has qualified for statutory holiday pay by working his or her last regular scheduled shift before and his or her first regular scheduled shift after the holiday, employees shall receive the following statutory holiday pay:

- Sixteen (16) hours but less than twenty (20)
 - Four (4) hours' pay for each holiday
- Twenty (20) hours but less than thirty-two (32)
 - Six (6) hours' pay for each holiday
- Thirty-two (32) hours or more
 - Eight (8) hours' pay for each holiday

For purposes of determining statutory holiday pay entitlement for full-time employees, all paid time off and hours absent due to sickness or accident, not exceeding thirty-nine (39) consecutive weeks calculated from the first day of such continuous illness or accident, shall be counted as hours worked if the full-time employee would have been scheduled to work such hours they were absent.

For purposes of determining statutory holiday pay entitlement for part-time employees, hours spent on paid vacation and hours paid for statutory holidays shall count as time worked. Should the "four (4) weeks preceding the week in which a holiday occurs" include time off without pay which is connected with vacation pay received at some other time of the year, then the "four (4) week test" shall not include such absence. In this case, the "four (4) weeks" shall be the last four (4) weeks excluding such absences.

All work performed on a statutory holiday shall be paid for at the rate of time and one half (1½) the employee's rate of pay and, where so entitled, the employee shall also receive pay for the statutory holiday.

If an employee is eligible for statutory holiday pay while on Weekly Income benefits, Workers' Compensation or Sick Leave, it is understood and agreed that the maximum amount of pay that **they** will receive from such sources for any particular day shall not be more than one hundred percent (100%) of his or her normal daily pay.

Time worked in excess of forty (40) hours of actual work by part-time employees during a week in which a statutory holiday or statutory holidays occur shall be paid at the rate of time and one half (1½).

- (i) The hours in excess of the basic workweek (Section 5 [a]) shall be offered by seniority and shall be voluntary.

- (ii) If sufficient employees are not available, hours of work to the above maximum may be assigned by reverse seniority.
- (iii) Work on the statutory holiday shall be paid at the appropriate statutory holiday rates.

(c) Posting of Schedules

Work schedules will not be used for disciplinary or discriminatory purposes.

Full- and Part-Time Employees: The Employer shall post the weekly work schedule for all employees not later than Monday 6:00 p.m. for the following two (2) weeks. An employee's schedule may be changed without notice in the event of absence of other staff due to sickness or accident or in the event of emergencies, such as fire, flood, breakdown of machinery or other instances of force majeure. In all other cases, at least twenty-four (24) hours' notice of any change must be given or four (4) additional hours' pay given in lieu of notice.

Split Shifts: There shall be a daily starting time for each employee. Daily hours of work for full-time employees shall be consecutive, with the exception of meal periods. Part-time employees shall not be required to work a split shift except by mutual agreement between the employee and the Employer. Such agreement shall be given by the employee in writing.

When an employee has agreed to work split shifts and wishes to withdraw such agreement, twenty-four (24) hours' notice shall be given to the Employer. Agreement and withdrawal of same shall only take place once during the life of the Collective Agreement.

(d) Meal Periods

Meal periods shall be thirty (30) minutes unless a lesser time is requested.

Employees who work an eight (8) hour shift shall have a meal period to commence not earlier than three (3) hours or later than five (5) hours after commencement of the shift; however, when such employees commence their shift between 12:00 noon and 1:30 p.m., their meal period shall not be scheduled prior to 4:30 p.m. Part-time employees working over five (5) hours but less than eight (8) hours shall be entitled to a thirty (30) minute meal period.

(e) Rest Periods

All employees shall have two (2) fifteen (15) minute rest periods in each work period in excess of six (6) hours, one (1) rest period to be granted before and one (1) after the meal period. Employees working a shift of four (4) hours but not more than six (6) hours shall receive one (1) rest period during such a shift. Rest periods shall not begin until one (1) hour after the commencement of work or the end of a meal period. Rest periods shall not begin less than one (1) hour before either the meal period or the end of the shift. Rest periods shall be taken without loss of pay to the employee.

(f) Time Cards and Time Clocks

The Employer shall provide each location with either a time clock or time sheet in order to enable employees to record their time for payroll purposes. Employees shall record their own time at the time they start and finish work and the time they commence and return from meal periods. Where time clocks are not used, time is to be recorded in ink (ballpoint pen acceptable). Where time sheets are used, a copy of the time sheet shall be forwarded weekly to the Union. Employees who fail to record all time worked in the manner required by this Subsection shall, upon complaint of the Union, be disciplined as follows:

- 1st violation
 - One (1) week suspension without pay
- 2nd violation
 - Two (2) weeks suspension without pay
- 3rd violation
 - Termination of employment

Suspensions shall be implemented within forty-five (45) days of notification by the Union unless a longer period is mutually agreed upon between the Union and the Employer or in the event that the requested suspension becomes subject to the grievance procedure.

Any such dispute shall be subject to the grievance and arbitration Sections of this Agreement. Any employee terminated for the above reasons shall not be entitled to notice or pay in lieu of notice under Section 13 of this Agreement.

Management agrees to assume its full responsibility in seeing that all employees are compensated for all time worked. Management personnel who deliberately violate this provision shall be disciplined by the Employer.

(g) Overtime

The Employer will comply with the *Employment Standards Act* of British Columbia concerning the payment of overtime.

(h) Consecutive Day Limit

Full-time employees will not be required to work in excess of six (6) consecutive days.

(i) Night Work

The following rules shall apply to night work:

- (1) Night shifts shall normally commence at 12:01 a.m. five (5) nights per week except as hereinafter provided. The Employer will provide one (1) weeks' notice of changes in hours.

The above shall be subject to emergencies as defined in Section 5 (c) of this Agreement.

No employee shall be required to work alone on the premises on night shift.

SECTION 6 – Classification of Employees

(a) Custodian

An employee who performs duties including floor sweeping, dust 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, scrubbing, mopping, heavy sweeping, cleaning of light fixtures and replacing bulbs, and general maintenance duties confined under the

Janitorial Industry. This list is intended to be illustrative to the custodian duties under this agreement and is not intended to be a complete list of work assignments.

(b) First Aid Attendants

First Aid Attendants may be required to do light duty cleaning.

SECTION 7 – Wages

(a) The Employer agrees to pay all persons covered by the terms of this Agreement not less than the following schedule of wages during such time as this Agreement is in force, effective on dates as shown.

(b) There shall be a bi-weekly pay day and each employee shall be provided with a statement of earnings and deductions for the pay period covered.

(c) New or Changed Job Classifications

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 in 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.

When there has been a gradual change in job content to the point where a higher rate ultimately becomes appropriate, the higher rates shall be retroactive to the date when changed situation was first indicated to the Employer.

If the parties are unable to reach agreement, the dispute will be settled through the Grievance and Arbitration Procedures of this Agreement.

(d) 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.

APPENDIX “A” – Wage Rates

Classification	1st Pay After Ratification	1st Pay on June 1, 2020	1st Pay on June 1, 2021
Custodian	\$14.50	\$15.25	\$15.85

If the minimum wage rates in 2020 are not statutorily increased to \$14.60 the bargaining unit will receive a sixty cents (\$.65) increase to their base rate of pay effective June 1, 2020.

If the minimum wage rates in 2021 are not statutorily increased to \$15.20 the bargaining unit will receive a sixty cents (\$.65) increase to their base rate of pay effective June 1, 2021.

(f) Minimum Hours

All employees shall be paid their regular hourly rate for each hour worked except where employed for less than two (2) consecutive hours per day, in which event they shall receive a minimum of two (2) hours pay. An employee who is called for work and upon reporting finds that his or her services are not required shall receive two (2) hours pay.

(g) Jury and Witness Duty Pay

An employee summoned to Jury Duty or Witness Duty, where subpoenaed in a court of law, or where subpoenaed to an Arbitration Hearing or Labour Board Hearing by the Employer, shall be paid wages amounting to the difference paid them for Jury or Witness service and the amount they would have earned had they worked on such days. Employees performing the said service shall furnish the Employer with such statements of earnings as the courts may supply.

Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two (2) hours of their normal shift remains to be worked. Total hours on Jury Duty or Witness Duty and actual work on the job on the site in one (1) day shall not exceed eight (8) hours for purposes of establishing the basic work day. Any time worked on the site in excess of the combined total of eight (8) hours shall be considered overtime and paid as such under the contract.

An employee's day(s) off will not be altered to circumvent the foregoing.

(h) Staff Meetings

Staff meetings, whether on the site or off the premises, shall be considered as time worked and paid for accordingly, except meal meetings at which the attendance is voluntary. Such meal meetings in excess of three (3) during each contract year shall be considered as time worked, and paid for accordingly.

(i) Physical Examinations

Where the Employer requires an employee to take a physical examination, doctor's fees for such examination shall be paid by the Employer. Except prior to commencement of employment and the first four (4) weeks of employment, such examinations shall be taken during the employee's working hours without loss of pay to the employee.

(j) Equal Pay for Equal Work

The Employer shall not discriminate between male and female employees by paying a female employee at a rate of pay less than the rate of pay paid to a male employee, or vice versa, for the same work performed in the same establishment.

A difference in the rate of pay between a female and a male employee based on any factor other than sex does not constitute a failure to comply with this provision.

SECTION 8 – Vacations and Leaves of Absence

(a) General Terms

- (1) Vacation period is defined as period January 1st to September 30th inclusive, unless otherwise mutually agreed to by the Employer and the employee.
- (2) Employees who want their vacation pay prior to going on vacation shall apply in writing four (4) weeks in advance of their scheduled vacation. The amount of vacation pay is to be consistent with the time taken for that vacation period.
- (3) For the purposes of vacation allowance, a full time employee means an employee who has completed one (1) calendar year's continuous service with the Employer comprising not less than two hundred and twenty-five (225) days of actual work.
- (4) The Employer agrees to post the annual vacation schedule by March 1st of the vacation year. Seniority shall apply in preference for vacations within a site.

Vacation selections shall be verified by the Associate within eight (8) weeks of the vacation schedule being posted.

- (5) Vacation scheduling, once approved by the Employer, shall not be changed except by mutual agreement between the employee and the Employer.
- (6) Where a statutory holiday occurs during an employee's vacation, an extra day's vacation with pay shall be granted if the holiday is one which the employee would have received had **they** been working. Where an employee receives three (3) weeks' vacation or more with pay and a statutory holiday occurs during the employee's paid vacation, an extra day's pay may be given in lieu of an extra day's vacation with pay if, in the opinion of the Employer, an extra day's vacation with pay will interfere with vacation schedules or hamper operations.
- (7) All time lost because of sickness or accident shall be considered as time worked for purposes of determining the vacation allowance to which a regular full time employee is entitled.
- (8) Where the services of an employee are retained by the purchaser of a business, his or her services (for vacation purposes) shall be deemed to be uninterrupted by the sale or purchase of the business and shall be binding upon the purchaser.
- (9) For the purposes of vacation allowance, "continuous service" shall be deemed to include any period during which an employee served in the armed forces, provided that **they** was an employee of the Employer immediately prior to joining the armed services and resumed employment with the Employer immediately following his or her discharge.

- (b) All employees as defined in Section 7 (a) (3), shall receive vacations with pay, two (2) weeks of which shall be given during the vacation period, according to the following schedule:

After one (1) year continuous service, two (2) weeks vacation.

After five (5) years' continuous service, three (3) weeks vacation.

- (c) Where the employment of an employee ceases, the Employer shall pay the employee his/her unused vacation pay entitlement as set out in Sections 7 (b) or 7 (c) and include such monies on the employee's last pay. This clause does not apply where an employee resigns his/her employment without providing two (2) weeks' notice to the Employer. In these circumstances, the employee will receive vacation pay in accordance with the Employment Standards Act.
- (d) Employees whose employment is terminated or if they terminate and give two (2) weeks notice in writing to the Employer, shall receive all earned vacation pay, or applicable percentage of earnings, whichever is higher, less any paid vacation taken plus the applicable percentage of earnings for any period since the employee's last anniversary date and date of termination.

Earned vacation pay shall mean vacation earned in accordance with subsections (a) and (e) of this Section prior to the employee's last anniversary date.

Employees terminating their employment without the above notice shall receive no more than four percent (4%) of earnings for vacations earned plus four percent (4%) of earnings for any period since the employee's last anniversary date and date of termination.

- (e) Part-time employees who have worked less than one thousand seven hundred (1,700) hours in the previous year but who have worked an average of twenty-four (24) or more hours per week, shall be entitled to two (2) weeks' vacation without pay. It is understood that such employees must advise the Employer by February 1st if they want vacations that year. The time of vacation is to be mutually agreed upon. Time spent on such vacation shall be counted as time worked for purposes of qualifying for benefits under Section 9.
- (f) Any employee commencing employment between October 1st and December 31st shall be entitled to receive five (5) days Leave of Absence the following year during the vacation period.

(g) Vacation Scheduling

Vacation schedules, once approved by the Employer, shall not be changed except by mutual agreement between the employee and the Employer. Seniority shall apply in preference for vacations within a site. In cases where transfers of personnel into a site make the foregoing inoperable, the fairest alternate procedure shall be adopted.

Upon request, wherever possible, the Employer will schedule full-time employees the first day of the week after vacation as a day off. Furthermore, the employee's starting time for the first shift upon returning from paid vacation shall be written on the schedule prior to leaving on vacation.

(h) Take-A-Break Leave (T.A.B.)

Employees are entitled to apply for a Take-A-Break Leave of Absence up to a maximum of thirty (30) days per year subject to the following conditions:

- A. Application for such Leaves must be in writing and are subject to the approval of the Area Manager and Employee Relations Department. Every effort should be made to provide as much notice as possible.
- B. Requests for Take-A-Break Leave of Absence will be granted to all employees provided there is another available employee on the site who is capable of doing the work required.

- C. Scheduled vacation time shall take precedence over the granting of Take-A-Break Leave of Absence.

SECTION 9 – Sick Leave Benefits – Funeral Leave – Maternity Leave

(a) Return to Work After Illness

After absence due to illness or injury, the employee must be returned to his or her job when capable of performing his or her duties.

(b) Funeral/Bereavement Leave

In the event of death of a brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandmother, grandfather, grandchild, or any relative living in the household of the employee, the Employer will grant up to three (3) paid days compassionate Leave of Absence. This leave will be granted to attend the funeral and such time off must be taken at the time of bereavement.

In the event of death of spouse, father, mother, or child, the employee shall be entitled to one (1) week's leave of absence with pay at the time of bereavement. It is understood that in the case of a part-time employee, the compensation shall be at the average hours worked during the preceding four (4) weeks.

An employee's day off will not be used to circumvent funeral leave provisions. This leave may be extended, with the agreement of the Employer, by using vacation time.

(c) Maternity Leave

An employee who is pregnant shall be given Leave of Absence without loss of seniority or other privileges for eleven (11) weeks prior to the delivery until six (6) weeks after delivery. The employee may choose to delay the commencement of her Maternity Leave, provided **they are** medically fit to perform the full range of duties of her position. This will not affect the employee's entitlement to eighteen (18) weeks of Maternity Leave. Benefit coverage for this period shall be according to the Employment Standards Act (18 weeks.)

An employee may request a further additional Leave of Absence for a specified period of time not to exceed thirty-four (34) weeks. All such requests must be submitted in writing at least two (2) weeks prior to their return to work date. The request must specify the length of the extension and the revised date the employee will be available to return to work. The length of the extension can be modified by mutual consent. Employees will not accrue any benefits (except as specified for the eighteen (18) weeks under the Employment Standards Act) while they are on an extension of Maternity Leave.

In addition to the Maternity Leave set out above, such Leave prior to delivery may be extended by the attending physician certifying that the health of the mother or child may be in danger by the mother continuing to work.

By request in writing, Maternity Leave of up to six (6) weeks will be granted on the adoption of preschool children. This may be extended by mutual agreement for an additional Leave of Absence not to exceed twelve (12) weeks.

(d) Paternity Leave

An employee about to become a father, or upon the adoption of a preschool age child or children, shall be entitled to an unpaid Leave of Absence of up to five (5) days at the time of birth or adoption. The employee may use one (1) week's vacation at their option.

(e) Workers' Compensation Supplement

1. Rehabilitation Program: Where an employee on Group Insurance, or W.C.B. benefits is disabled from performing his/her usual job, but may be able to perform other jobs covered by this Agreement, the Union and the Employer agree to co-operate to facilitate a change in classifications or jobs.

The Employer and the Union mutually agree to co-operate with the Workers' Compensation Board or any other agency in efforts to rehabilitate an injured worker. Where reentry into the Bargaining Unit is not possible because of permanent disability, the parties agree to co-operate to retrain an injured worker.

(f) Domestic Violence Leave

The Employer recognizes that employees sometimes face situations of violence or physical or mental abuse in their personal lives that may affect their attendance or performance at work. For that reason and upon verification of the situation, the Employer agrees that an employee who is a direct victim of an abusive or violent situation will not be subject to discipline if the absence or performance issue is the result of an abusive or violent situation.

Verified absences, which are not covered by other terms of the collective agreement, will be granted as absent with permission without pay not to exceed one (1) months. Paid time off for this leave shall be provided to a maximum of one (1) day.

SECTION 10 – Notice or Pay in Lieu of Notice

1. The Employer shall not terminate an employee without giving the employee, in writing, at least;
 - (a) Two (2) weeks' notice where the employee has completed a period of employment of at least six (6) consecutive months, and,
 - (b) After the completion of a period of employment of three (3) consecutive years, one (1) additional weeks' notice, and for each subsequent completed year of employment, an additional week's notice up to a maximum of eight (8) weeks' notice.
2. The period of notice shall not coincide with an employee's annual vacation.
3. When an Employer terminates an employee and fails to comply with (1) of this Section the Employer shall pay the employee severance pay equal to the period of notice required.
4. Payment under (3) of this Section does not relieve the Employer from making any other payment to which the employee is entitled to under the Employment Standards Act.
5. The above (1), (2), (3), and (4) do not apply to
 - (a) An employee discharged for cause

- (b) An employee employed under an arrangement by which the Employer may request the employee to come to work at any time for a temporary period and by which the employee has the option of accepting or rejecting one or more of the temporary periods.
 - (c) An employee employed
 - (i) For a definite term, or
 - (ii) Or specific work to be completed in a period not exceeding twelve (12) months.
 - (d) An employee who has been offered and who has refused reasonable alternative employment by his Employer, and
 - (e) An employee employed under a contract of employment that is impossible to perform due to an unforeseeable event or circumstance.
6. The Employer agrees to give full-time employees one (1) weeks' notice in writing prior to layoff. Such notice shall not be required in cases of layoffs due to fire, flood or other cases of force majeure.
7. Full-time employees reduced to part-time who terminate or are terminated within three (3) months of the date of their reduction to part-time shall be given whatever pay in lieu of notice they were entitled to immediately prior to the date of their reduction to part-time, unless terminated for and guilty of rank insubordination, dishonesty, drunkenness, obvious disloyalty or absence without Leave except where the employee has a bona fide reason for such absence.
8. A copy of notice of dismissal or layoff of full-time employees who have been employed more than four (4) calendar months shall be forwarded to the Union office at the date of giving such notice to the employee concerned.

SECTION 11 – Seniority

(a) Definition

Seniority shall mean length of continuous service with the Employer.

Continuous service shall include all Leaves of Absence from work pursuant to the Collective Agreement, i.e. vacations, accident/illness, Leaves of Absence not exceeding twelve (12) months, etc.

(b) Layoff and Recall

Length of continuous employment with the Employer shall govern in cases of layoffs and recall, provided the employee has the ability to perform the work required. Employees shall be recalled by classification as required.

Employees laid off in accordance with the above provisions by the Employer shall be recalled to work in order of length of service with the Employer, provided:

- (1) No more than six (6) months has elapsed since the last day worked by the employee;

- (2) For employees with over one (1) or more years of service, no more than twelve (12) months has elapsed since the last day worked by the employee;
- (3) The employee reports for duty within twenty-four (24) hours from time of recall.

If an employee, when contacted, for proper and sufficient reason is not immediately available to commence work, the next employee on the list can be hired temporarily. If the contacted employee cannot report for work until three (3) working days later, **they** shall exchange his or her seniority with the next employee on the list who is immediately available for employment, until **they are** recalled, at which time **they** shall resume **their** original seniority status. If **they** do not report in one (1) calendar week from date of recall without proper or sufficient reason, **they** shall be dropped from the seniority list.

- (4) The employee is capable of performing the work.

Employees rehired in accordance with Points 1 or 2 above shall retain their previous length of service for the purposes of this Section and Section 13.

- (c) Preference in available hours of work at a site shall be given to senior employees provided they are available and can perform the work, subject to Section (f) of this Section.

It is understood that the employee shall assume his or her responsibility in notifying or in reporting any violation of the seniority clause in the allocation of hours at the earliest possible time. Any monetary adjustment or compensation arising from incorrect scheduling shall not be paid retroactively for a period greater than two (2) weeks prior to the time the grievance was first lodged.

The Employer will endeavour to maximize the number of hours scheduled for part-time employees in accordance with their seniority and the Collective Agreement, provided they are available and can perform the work and provided they have not restricted their availability. The foregoing does not imply an obligation to schedule more hours in any classification than the Employer has determined are necessary.

Where a disagreement arises regarding this clause and results in a grievance, the parties will have two (2) weeks (from date the matter is brought to the attention of the Employer) to correct any errors in scheduling before a claim for lost wages can be filed.

- (d) Staffing New Locations

If the Employer transfers employees from one site to another for the purpose of performing work, such employees shall hold the seniority they had immediately prior to being transferred to the new location.

The procedure outlined in the foregoing paragraph shall not apply to any new site opening in the bargaining area of Prince George.

The Employer agrees that employees will only be transferred from one site to another with their consent.

(e) No Bumping Between Sites

The parties agree that no “bumping” shall occur between employees assigned to work at different sites. Layoffs and recalls from layoffs are administratively separate as per this practice.

The Union and the Employer agree to meet to ensure that every effort is made so that seniority as outlined herein is adhered to in layoff and recalls, and bumping prior to their implementation.

In order to ensure a senior employee’s working life does not suffer too great a disruption the following principles shall be adopted:

(f) Job Posting

The Employer agrees to post job vacancies created by the termination (voluntary or involuntary) of an employee. Job postings shall be attached to an employee’s paycheque and an employee shall have five (5) working days to submit a bid for a posted job. Selection to fill a job shall be based on the principle established in Section 11 of the Collective Agreement.

Dayshift jobs shall be posted and specifically identified as a dayshift job. Employees who are awarded a day shift job shall serve a thirty (30) day trial period during which time the Employer may opt to return the employee and the employee may opt to return to their previous job.

(g) No Speed-ups

There shall be no speed-ups or increase in the workload so as to impose an undue burden upon any employee covered by this Agreement. Any grievance under this section shall be resolved through the Grievance and Arbitration Procedures under the applicable sections.

SECTION 12 – Union's Recognition of Management's Rights

The Union agrees that the management of the company, including the right to plan, direct and control site operations, the direction of the working force and the termination of employees for proper cause, are the sole rights and functions of the Employer. During the first three (3) months of employment, new hires (only) shall be on probation and will receive a written evaluation within two (2) months of employment. The decision whether to retain or not to retain the employee's services shall be the sole right of the Employer and any termination occurring during that period shall not be subject to Sections 13 and 14 of this Agreement. It is agreed that the probationary period will not apply if it can be shown that an employee has been terminated for any lawful union activity as set forth in Section 16 (i) of this Agreement. Those matters requiring judgment as to competency of employees are also agreed to be the sole right and function of Management, subject however, to discharge of employees on grounds of alleged incompetency being processed under Sections 13 and 14 of this Collective Agreement, providing that such employees have been employed by the Employer three (3) calendar months or more. The parties agree that the foregoing enumeration of Management's rights shall not be deemed to exclude other recognized functions of Management not specifically covered in this Agreement.

The exercise of the foregoing shall not alter any of the specific provisions of this Agreement.

SECTION 13 – Grievance Procedure

- (a) Any complaint, disagreement or difference of opinion between the parties hereto concerning the interpretation, application, operation or any alleged violation of the terms and provisions of this Agreement shall be considered a grievance.

Grievances shall be presented in writing and shall clearly set forth the grievance and the contentions of the aggrieved party, following which the Union representative or representatives and the Employer representative or representatives shall meet and in good faith shall earnestly endeavour to settle the grievance submitted. If a satisfactory settlement cannot be reached or if the party on whom the grievance has been served fails to meet the other party within fourteen (14) days of receiving the written grievance, either party may, by written notice served upon the other, require submission of the grievance to a Board of Arbitration, such Board to be established in the manner provided in Section 16 of this Agreement.

- (b) Grievances involving the dismissal or layoff of an employee must be submitted to the Employer within ten (10) working days from the date of dismissal or layoff or be waived by the aggrieved party, provided notice has been given as required under Section 13 (e).
- (c) Any employee alleging wrongful dismissal may place his or her allegation before the Union representative and, if the Union representative considers that the objection of the employee has merit, the dismissal shall become a grievance and be subject to the grievance procedure as established by this Agreement.
- (d) The Employer agrees to reply in writing as to the disposition of all grievances submitted by the Union.
- (e) The parties by mutual agreement may invoke Section 103 of the British Columbia Labour Code to facilitate the settling of grievances. Section 103 of the B.C. Labour Code states as follows:

- "Where a Collective Agreement contains the following provision:

Where a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, Ken Albertini, or a substitute agreed to by the parties, shall at the request of either party

- (a) Investigate the difference;
- (b) Define the issue in the difference; and
- (c) Make written recommendations to resolve the difference within five (5) days of the date of receipt of the request; and for those five (5) days from that date, time does not run in respect of the grievance procedure.

The Minister of Finance, on the Minister's requisition, shall pay out of the consolidated revenue fund one third (1/3) of the cost incurred by the parties for payment of reasonable remuneration, travelling and out of pocket expenses of the person named or his substitute."

SECTION 14 – Board of Arbitration

- a) The Board of Arbitration shall be composed of a single arbitrator.

Within ten (10) working days (excluding Sundays and holidays) following receipt of such notice, the Employer and the Union shall each select a single arbitrator to serve as the Board of Arbitration. In the event of failure of the Union and the Employer to agree upon an Arbitrator within the period specified, the Minister of Labour of British Columbia shall be immediately requested to name an Arbitrator.

Within five (5) days of the appointment the Arbitrator shall sit to consider the matter in dispute and shall render a decision within fourteen (14) days after its first session. It is understood and agreed that the time limits as set forth herein may be altered by mutual agreement between the Employer and the Union.

No person shall serve as an Arbitrator who is involved or directly interested in the controversy under consideration. Grievances submitted to an Arbitration Board shall be in writing and shall clearly specify the nature of the issue.

In reaching its decision, the Arbitrator shall be governed by the provisions of this Agreement. The Arbitrator shall not be vested with the power to change, modify or alter this Agreement in any of its parts, but may, however, interpret its provisions. The expense of the Arbitrator shall be borne equally by the Employer and the Union unless otherwise provided by law.

The findings and decision of the Arbitrator shall be binding and enforceable on all parties.

- (b) In the case of discharge which the Board of Arbitration has determined to have been for an improper cause, the Board shall order the reinstatement of the employee and shall award him or her full or part back pay.

SECTION 15 – Miscellaneous

- (a) Wearing Apparel

When an employee is required by the Employer to wear a uniform or special article of wearing apparel, such uniform or special article of wearing apparel shall be furnished and replaced as necessary.

Special clothing, such as rain capes and parkas, are to be supplied by the Employer where required. Members shall be permitted to wear sweaters.

Footwear

The Employer shall pay fifty dollars (\$50.00) per year for footwear on the last pay period in October for all employees employed three (3) months or more.

- (b) Union Button

An employee may wear the Union button without being disciplined.

(c) Tools and Equipment

All tools and equipment which are required to be used by the employees shall be supplied and kept in repair by the Employer at no cost to the employee. These items must be kept on the premises.

(d) Charitable Donations

Employee donations to charity funds shall be on a strictly voluntary basis.

(e) Time Off to Vote

The Employer agrees that **they** will fully comply with any law requiring that employees be given time off to vote.

(f) Polygraph Tests

The Employer agrees that polygraph or similar lie detector tests will not be used.

(g) Information

Where the Union requires information regarding accumulated hours of work for the purpose of establishing the pay rate of an employee, the Employer agrees to co-operate to supply such information back to a period of two (2) years or such longer time as may be required to establish his or her proper rate of pay.

In any grievance regarding hours worked by an employee and the amount paid to an employee, the Employer shall promptly supply such information in respect to the two (2) pay periods immediately prior to the request. If information for a longer period is required, the normal process of the grievance procedure shall apply.

The Union shall not use the foregoing provision to request information that does not pertain to a specific grievance of an employee.

(h) Intimidation

No employee shall be discharged or discriminated against for any lawful union activity, or for serving on a union committee outside of business hours, or for reporting to the Union the violation of any provision of this Agreement.

If an employee walks off the job and alleges Management has deliberately coerced or intimidated him or her into doing so, the matter shall be considered under the grievance procedure and, if such allegations are proved to be true, then the employee shall be considered not to have resigned. Such grievances must be filed no later than five (5) days after the incident that gave rise to the situation.

This is not to be construed to restrict Management personnel from reprimanding an employee as required by his or her position to maintain the proper operation of the site.

(i) Picket Lines

The Employer agrees that in the event of a legal picket line of another trade union being in existence at any of the Employer's sites within the bargaining unit, the Employer will in no way require or force members to report to work behind such a picket line. Nor will the Employer discipline or in any way discriminate against an employee who refuses to report to work while a legal picket line exists at his or her place of work.

(j) Deemed Time Worked

Paid vacations for full-time employees and statutory holidays for all employees shall be considered as time worked for all purposes of the Collective Agreement.

(k) Bulletin Boards

Bulletin boards will be supplied by the Union and will be placed in lunchrooms and other areas in the sites as mutually agreed. It is understood that these bulletin boards are the property of the Union and shall be for their exclusive use.

Bulletins authorized by the Union concerning the following may be posted by a person so authorized by the Union:

- (1) Meeting notices
- (2) Safety information

Any other bulletins may only be posted by mutual agreement between the Union and designated Management.

(l) Racial and Sexual Harassment

i) Harassment Policy: The Employer agrees to provide and promote a harassment free working environment. It is understood and agreed, that the exercising of normal Management rights shall not be considered as job harassment.

ii) Sexual/Racial Harassment: Harassment is defined as "a course of action, comment or conduct that is known or ought reasonably to be known to be unwelcome."

Management and employees cannot harass another employee because of his/her race, sex, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offenses, marital status, sexual orientation, family status or handicap.

Harassment includes comments or actions that result in, or cause humiliation to another person. Sexual harassment includes unwelcome sexual remarks or gestures, physical contact, leering, sexist jokes causing embarrassment, display of sexually offensive material, unwelcome advances and reprisals because an employee has refused a sexual proposition.

If faced by any form of harassment, the employee

- a) Where possible will clearly tell the person(s) that they do not welcome such harassment and clearly tell the person(s) to stop;
- b) The employee is encouraged to report such incidents to the Union or to the Employer.

(m) Personnel File

A copy of any formal discipline report to be entered on an employee's file will be given to the employee. The employee will be required to sign Management's copy. Such signature will indicate receipt of formal reprimand. It is understood that any disciplinary record on file at the time of implementing the above will not be invalid because the employee does not have a

copy. Subject to giving the Employer advance notice, employees shall have access to their personnel file.

(n) Discipline Interview

Where an employee attends an interview with Management for the purpose of receiving a formal discipline report or for a security interview, the employee shall have the right to a witness of his or her choice. If during any other private corrective interview with Management it is determined that there will be a discipline report on the employee's record or the employee feels there is a violation of Section 15 (i), the interview may be temporarily suspended so that the employee may call in a witness of his or her choice. Any witness used by the employee in the above situations will be another employee working in the site at the time the interview is being held. It is understood the witness is an observer and not a participant.

A copy of all such formal notices of discipline (i.e.: written warnings, suspensions and discharges) shall be given to the Union through the Shop Steward.

(o) No Discrimination

Both the Employer and the Union endorse the principles outlined in the B.C. *Human Rights Act* wherein it is illegal for either the Employer and/or the Union to discriminate in respect to employment or membership in the Union because of age, race, creed, colour, nationality, ancestry, or place of origin.

(p) Written Notices of Disciplinary Action(s)

Written notices of disciplinary action(s) in the employee's personnel file after sixteen (16) months cannot be used thereafter as part of disciplinary procedure provided such employee has not received any additional disciplinary action for the same, or a similar, infraction during those sixteen (16) months.

(q) Drug and Alcohol Assistance Program

The Employer and the Union recognize that drug and alcohol abuse can have serious negative impact on both the Employer and the employee. The parties mutually agree to cooperate in resolving problems with drug and alcohol abuse with a view towards rehabilitating employees suffering from such abuse.

SECTION 16 – Time Off for Union Business – Site Visits

(a) Union Business

The Employer agrees that employees chosen to attend to Union business in connection with conventions, conferences, seminars or Union negotiations shall be given time off up to seven (7) days according to the following formula:

- (1) Up to one hundred (100) employees in the bargaining unit
- One (1) employee.
- (2) For each additional one hundred (100) employees or part thereof in the bargaining unit
- One (1) employee but not to exceed a total of nine (9).
- (3) Not more than one (1) employee from any one site.

The Union shall notify the Employer at least one (1) week in advance of the commencement of all such Leaves of Absence.

Upon at least one (1) weeks' notice the Employer shall grant a Leave of Absence, for purposes of Union business, to one (1) employee on the following basis:

- Up to six (6) months' Leave of Absence without review and a further six (6) months by mutual agreement.

Provincial Conference: In the event the Union should call a Provincial Conference, time off for Union business shall be granted according to the following formula:

- (1) One (1) employee from each site of the Employer shall be granted time off.
- (2) Fifty (50) or more employees in the site, two (2) employees shall be granted time off.
- (3) One hundred (100) or more employees in the site, three (3) employees shall be granted time off.

The Employer shall be given at least three (3) weeks' notice of such conference.

The Employer will bill the Union and the Union will reimburse the Employer for wages paid to the employee and dental and pension contributions made on the employee's behalf during such absence. In the case of full-time employees, the Union shall pay an additional ten percent (10%) in lieu of A.T.O.

(b) Site Visits of Union Representatives

Duly authorized full-time representatives of the Union shall be entitled to visit the sites for the purpose of observing working conditions, interviewing members and unsigned employees and to ensure that the terms of the Collective Agreement are being implemented.

The interview of an employee by a Union Representative shall be permitted and shall be:

1. Carried on in a place on the site designated by Management.
2. Held whenever possible during the lunch period. However, if this not practical, during regular working hours. Time taken for such interview in excess of five (5) minutes shall not be on company time, unless with the approval of Management.

Union representatives shall be permitted to review the Hours of Work Schedule and in the event of any discrepancies they shall be presented under Section 17 of this Agreement.

SECTION 17 – Shop Stewards Recognition

It is recognized that Shop Stewards may be elected and the Employer will be kept informed by the Union of such election. Transfers shall not be used to discriminate against Shop Stewards.

The Employer agrees to recognize Shop Stewards and Alternate Shop Stewards for the purpose of overseeing the terms of the Collective Agreement being implemented and for the purpose of presenting complaints and grievances to designated Management of the site.

Shop Stewards may introduce new members to the Union on their own time, to present membership cards for signature.

The Shop Steward and, in the absence of the Shop Steward, another member of the Bargaining Unit of the employee's choice shall be present to act as witness if requested by the employee when a member of the Bargaining Unit:

- i. Is given a reprimand which is to be entered on the employee's personnel file.
- ii. Is suspended or discharged.

When a Shop Steward is investigating a grievance or a complaint on Company time, the Steward must first obtain permission from his/her immediate Supervisor or the site Manager. Such permission will not be unreasonably denied.

The Employer agrees to recognize one Union Shop Steward per site. An Alternate Shop Steward will be recognized on the site when the Shop Steward is absent. The Union shall inform the Employer in writing of the name of the Alternate Shop Steward.

SECTION 18 – Successor Status

All rights, privileges, obligations and conditions continued herein shall automatically be assumed by any Employer who carries on the business of **C&W Facility Services Canada Inc.** through the sale, lease, sublease, rental, transfer or assumption into receivership of the business carried on at **C&W Facility Services Canada Inc.**

SECTION 19 – Occupational Health and Safety

(a) Safety and Health - Responsibility

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.

The Union and the employees agree to cooperate fully with the Employer on all matters of health and safety.

(b) Compliance with Health and Safety Legislation

The Employer shall comply with all applicable provincial and municipal health and safety legislation and B.C. Workers' Compensation Board 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.

(c) Right to Accompany Inspector

When an inspection of the Operation is made by an Inspector authorized to enforce the Workers' Compensation 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.

(d) Safety Committee

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 per month. Monthly meetings shall be limited to four (4) paid hours. Minutes of such meetings will be posted on the notice board and a copy forwarded to the Union office.

Employees shall be compensated at regular rates of pay for time spent at safety meetings and at the Annual Industrial Health and Safety Seminar (maximum three [3] days per year per committee member).

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 Workers' Compensation Board and the government or its agencies.

(e) 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.

(f) Where the Employer requires an employee, other than Window or Carpet Cleaner, to wear a uniform, or special clothing, the Employer agrees to supply such uniforms at no cost to the employee.

(g) 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 where requested by the employee.

(h) The Employer will ensure that an "approved" first aid kit is supplied and maintained at all work locations.

SECTION 20 – Security of Agreement

While this Agreement continues to operate the Union and members/employees will not take part in, encourage or condone any strike or other concerted activity on the part of the members/employees which is designed to or has the effect of interfering with the work or operations of the Company and the Company will not engage in any lockout during the term of this Agreement.

Members/employees covered by this Agreement shall have the right to refuse to cross a legal picket line of another trade union in existence at the Employer's operations.

SECTION 21 – Expiration and Renewal

This Agreement shall be for the period from and including **September 14, 2019**, to and including **May 31, 2022**, and from year to year thereafter, subject to the right of either party to the Agreement, within four (4) months immediately preceding **May 31, 2022**, or any subsequent anniversary date thereafter to:

- (a) terminate this Agreement, in writing, effective **May 31, 2022**, or any subsequent anniversary thereof,
- (b) require the other party to this Agreement, in writing, to commence collective bargaining to conclude a revision or renewal of this Agreement.

Should either party give notice pursuant to (b) above, this Agreement shall thereafter continue in full force and effect and neither party shall make any change in the terms of the said Agreement, or increase or decrease the rate of pay of any employee for whom collective bargaining is being conducted, or alter any other term or condition of employment until:

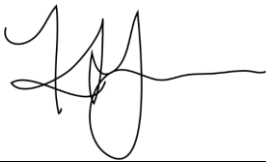
- (1) The Union upon commencement of lawful strike in compliance with the Labour Code of British Columbia, or
- (2) The Employer upon commencement of lawful lockout in compliance with the Labour Code of British Columbia.

The operation of Section 50(2)(3) of the Labour Code of British Columbia is hereby excluded.

SIGNED THIS _____ DAY OF _____, _____.

FOR THE UNION
UNITED FOOD AND COMMERCIAL
WORKERS, LOCAL 1518

FOR THE EMPLOYER
C&W Facility Services Canada Inc.



Kim Novak
President

William Macco
Director Labor Relations

LETTER OF UNDERSTANDING

Re: Lunch Room Facilities

The Employer shall request that reasonable lunch room facilities will be available at the worksite for use by members of the bargaining unit.

SIGNED THIS 15TH DAY OF FEBRUARY , 2011 .

RENEWED THIS 27TH DAY OF MARCH, 2013 .

RENEWED THIS 28TH DAY OF FEBRUARY, 2017 .

RENEWED THIS 7TH DAY OF OCTOBER, 2019 .

FOR THE UNION
UNITED FOOD AND COMMERCIAL
WORKERS, LOCAL 1518



Kim Novak
President

FOR THE EMPLOYER
C&W Facility Services Canada Inc.

William Macco
Director Labor Relations