

COLLECTIVE AGREEMENT

Between

Bee-Clean Building Maintenance Inc.



- and -

Service Employees International Union, Local 2



Effective Date: November 1, 2020
Expiry Date: May 31, 2023

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COLLECTIVE AGREEMENT

between

BEE-CLEAN BUILDING MAINTENANCE INC.

(hereinafter referred to as the "Employer")

- and -

SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) LOCAL 2

(hereinafter referred to as the "Union")

Article 1 - PREAMBLE

- 1.01 The purpose of this Agreement is to maintain a harmonious relationship between the Employer and its 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, protection of property, and to elevate the Industry to the highest possible degree.

It is the duty of the Employer and the Union to cooperate fully for the advancement of the aforesaid conditions.

Article 2 - RECOGNITION

- 2.01 The Employer recognizes the Union as the sole bargaining authority for all employees who perform janitorial services at 401 West Georgia Street, 355 Burrard Street, 1055 West Hastings Street, 777 Hornby Street, 123 Carrie Cates Court, North Vancouver, BC (Lonsdale Quay Market), and 1 Ferry Causeway, Delta, BC (Tsawwassen Quay Market) save and except, office and clerical employees, supervisors and persons above the rank of supervisors.

Article 3 - RELATIONSHIP

- 3.01 All employees except those excluded by the Certification shall become Members of the Union within fifteen (15) days of the signing of this Agreement and remain Members of the Union as a condition of employment.
- 3.02 Where the masculine or singular pronoun is used herein, it shall mean and include the feminine or the plural pronoun where the context so requires.
- 3.03 The Employer agrees that access to the worksite will be granted to Union Representatives. Reasonable advance notice, including the purpose and duration of the visit, will be provided by the Union to the Employer. Such visits will not interfere with the Employer's operation and will be subject to client approval.

Article 4 - UNION DUES

- 4.01 Any employee working four (4) days or more in any one (1) calendar month, shall pay to the Union an amount equal to the Dues charged by the Union to its Members. Any employee working less than four (4) days in any one (1) calendar month, shall pay to the Union Minimum Dues.
- 4.02 All new employees shall make an Application to join the Union and shall execute an Assignment of Wages to the Union covering the initiation fee, monthly dues, and/or assessments at the time of hiring. The Employer shall provide each new employee with a S.E.I.U. Application Card and a Dues Check-Off Authorization Card which shall be filled out by the employee and left with the Employer.
- 4.03 The Employer agrees to remit Union dues, fees and assessments no later than the fifteenth day following the end of the month in which income was last earned by the employees. With this remittance there shall be an itemized list showing the name, address, phone number, and email address of each employee from whose wages such deductions were made and the amount of the deductions. All dues remittances and assessments shall be shown on all T-4 slips.

- 4.04 The Employer shall notify the Union in writing, within five (5) days of appointing an employee to a position which the Employer considers to be outside the bargaining unit.
- 4.05 In the event of a change in the schedule of fees, dues and assessments made by the Union, the Employer shall make deductions in accordance with the revised schedule after receiving two (2) months written notice from the Union by registered mail of such change.
- 4.06 RETIREES – The Employer agrees to give written notice, to the Union, that the employee has terminated their employment, because of retirement.
- 4.07 AUDIT CLAUSE – Where the Union requests copies of records of time worked by employees and contributions made, the Employer shall provide this documentation to the Union.
- 4.08 The Employer shall supply the Union, every six (6) months (Jan. 1st and July 1st), a seniority list of all employees coming within the scope of this bargaining unit. The seniority list shall show the names of the Employees, the date on which they commenced employment and the job title.

Article 5 - MANAGEMENT FUNCTIONS

- 5.01 Except to the extent explicitly abridged by specific written provision to this Agreement, the Employer reserves and retains, solely and exclusively, all of its inherent rights to operate and manage its business and operations in accordance with its commitments, its obligations and responsibilities.
- 5.02 Without in any way diminishing or limiting those rights, it is understood and agreed that those rights include:
- (a) The right to direct and supervise the work force, hire, schedule, promote, demote, discharge, determine work assignments, equipment and materials to be used, classify, transfer, lay-off, assign and discipline Employees for just cause provided that a claim by an Employee who has acquired seniority that he has been disciplined or discharged without just cause, may be the subject of a grievance and dealt with as hereinafter provided.

Article 6 - NO STRIKE, NO LOCKOUTS

- 6.01 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the lifetime of this Agreement, there will be no strikes, picketing, slowdowns, or stoppage of work, either complete or partial, and the Employer agrees that there will be no lockout.
- 6.02 The Union further agrees that it will not involve any employee of the Employer, or the Employer itself, in any dispute which may arise between any other Employer and the employees of such other Employer.

Article 7 - UNION STEWARDS

- 7.01 The Union will appoint or select one (1) Steward for each shift worked by the employees and will notify the Employer of such appointments. Where no steward is available, the role of Steward shall be fulfilled by another union member on a volunteer basis or as directed by a Union Representative. The Union will inform the Employer in writing of all Shop Steward appointments.
- 7.02 A Steward will be granted reasonable time off, without loss of wages, to assist an employee in the investigation or presentation of a grievance where such a grievance must reasonably be dealt with during the Steward's working hours. A Steward will first obtain permission of his/her Supervisor or Manager before leaving his/her work to perform his/her duties as a Steward. Such permission will not be unreasonably withheld.
- 7.03 The Employer will provide fifteen (15) minutes paid time for one Steward to orientate any new employees and provide them with a copy of the Collective Agreement.
- 7.04 Joint Labour/Management Committee
- a) The Employer and the Union agree to establish a Joint Labour/Management Committee. The Committee will meet as outlined below to discuss matters of mutual concern, develop a common understanding of workplace issues, address operational concerns, and improve communications and understanding between the parties.

- b) Each party will appoint two (2) members and Business Agent to this Committee for each meeting, and all meetings will be attended by an equal number of representatives from each party, unless otherwise agreed.
- c) The Committee will meet two (2) times per year, or as necessary. Meetings will take place during normal working hours (8:00am – 6:00pm) and a request for a meeting will include an agenda of matters proposed for discussion. Bargaining unit members of the Committee will maintain their regular pay during these meetings.

Article 8 - GRIEVANCE PROCEDURE

- 8.01 The purpose of this Article is to provide an orderly procedure for the resolution and disposition of grievances.
- 8.02 A grievance is an allegation by an employee, the Union, or the Employer that one party has violated this Agreement.

Step 1

- (a) An employee initiates a grievance by verbally notifying his Supervisor that he has a grievance and then by providing the Supervisor with the details and circumstances of the matter, along with the remedy sought. Such an employee may request the presence of an available Steward at the meeting.
- (b) This must occur within five (5) working days of the incident giving rise to the grievance. The Supervisor must respond verbally to the grievance within five (5) working days after hearing the grievance.
- (c) If the employee is satisfied with the Supervisor's response, the matter is concluded and neither the grievance nor the response shall be binding or used as a precedent by the Employer or the Union.

Step 2

- (a) Failing satisfactory settlement at Step 1, the grievance may be reduced to writing within five (5) working days of the response in Step 1 and submitted to the Site Manager.

- (b) Upon receipt of such grievance the Site Manager shall issue a written response within five (5) working days.
- (c) The Union shall have the right to file a grievance on behalf of a member, group of members or a policy grievance directly with the Employer. The Union will identify the group by name.

Step 3

- (a) Failing satisfactory settlement at Step 2, the grievance shall be submitted to the Employer head office and a meeting to discuss the grievance shall be arranged between the Griever, Steward, Union Business Agent and Employer Representatives at a mutually agreed to time and date.
- (b) A formal response will be issued by the Employer to the Union's Business Agent within five (5) working days of the above noted meeting.

8.04 Union, Discharge and Employer Grievances

The Union or the Employer may initiate a policy or group grievance directly into Step 2. A claim by an employee, who has completed the probationary period, that he has been unjustly terminated may be filed directly at Step 2.

8.05 For the purpose of this Article, working days shall not include Saturdays, Sundays and Holidays.

8.06 Arbitration

- (a) Where a grievance has been referred to arbitration it shall be settled by a single Arbitrator to be mutually agreed by the parties. If mutual agreement cannot be reached, either party may request that the Ministry of Labour appoint a single arbitrator.
- (b) Each party shall share equally the expenses of the Arbitrator.
- (c) The Arbitrator shall have all the powers of an Arbitrator described in the British Columbia *Labour Relations Code*, but for greater certainty, shall not have the power to alter or change any of the provisions of this Agreement or to substitute any new provisions to this Agreement or to otherwise render any decision inconsistent with the terms and conditions of this Agreement.

(d) No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or to settle the grievance, unless mutually agreed to.

8.07 Both parties to this Agreement agree that the time limits may be extended by mutual agreement, which shall be in writing.

8.08 The Employer shall copy the union office on all correspondence to employees related to discipline, termination of employment or notice of layoff.

Where a member of the management team meets with an employee to issue them discipline, the worker shall have a shop steward present or another Union member in good standing if the shop steward is not available.

The Employer shall comply with the principles of progressive discipline where appropriate.

8.09 During the investigation of a grievance, the employee or Business Agent, (with written employee consent), shall be entitled to review the employee's personnel file.

All employees shall be given a copy of any discipline, prior to this information being placed in their file.

An employee may review his/her file for personal reference.

8.10 DISCIPLINE

(a) The Employer will not dismiss or discipline an employee bound by this agreement except for just and reasonable cause. However, it is understood that a probationary employee may be terminated for unsuitability, provided such terminations are not discriminatory, arbitrary or in bad faith.

(b) The Employer will provide the Union with a copy of any discipline issued to a bargaining unit employee, and of any termination of employment.

(c) 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, provided there has been no subsequent discipline relating to the same or similar offence to the employee during this period.

This does not include a violation of law (including human rights or harassment) or an issue constituting a breach of trust, which shall remain part of the record.

Article 9 - PROBATIONARY PERIOD

9.01 All new employees shall be required to serve a probationary period of ninety (90) calendar days starting from the commencement of employment. After successful completion of the probationary period, seniority shall be credited back to the date of hire.

Article 10 - SENIORITY

10.01 There shall only be one seniority list which includes all bargaining unit employees. Seniority for the purpose of this list will be calculated and displayed by the Employee's start date with the Employer. Employees shall be added to the seniority list upon completion of their probation.

Employees shall carry their seniority when they move to a different job location.

10.02 Seniority shall be maintained and continue to accrue during a period of:

- Sick leave, vacation, bereavement leave, approved Leave of Absence;
- Any Employee W.C.B. claim;
- Union leave;
- Jury duty;
- Maternity/Parental Leave;
- Lay-offs less than twelve (12) months.

10.03 Seniority, Service status and employment, once acquired, will be lost for the following reasons:

- Voluntary resignation;
- Discharge for cause, which is not reversed through the grievance and arbitration procedure(s);
- Absence from scheduled work for three (3) consecutive days without advance notice to the Employer, unless it is impossible for them to do so;

- Lay off for twelve (12) months following date of lay off;
- Subject to the *Human Rights Code*, extended absence due to injury or illness for twenty-four (24) months;
- Failure to return on scheduled day following an authorized leave of absence without an explanation satisfactory to the Employer.

10.04 Employees shall be responsible for notifying the Employer of any changes in address, phone number.

10.05 Any employee who voluntarily leaves or is dismissed with cause from the employ of the Employer, shall receive all wages due in full, including vacation pay, and an electronic Record of Employment (R.O.E).

Article 11 - JOB POSTINGS, LAY-OFF AND RECALL

11.01 New Job Postings

When the Employer decides to fill a permanent vacancy for any classification above light duty such vacancy shall be posted for five (5) working days at the job location.

All postings will contain the following information:

- I. Job Classifications;
- II. Rate of pay;
- III. Hours of work;
- IV. Shift

Seniority, skill and ability, and classification shall be the determining factors when considering candidates to fill a job vacancy. Where other factors are equal, seniority shall be the determining factor.

11.02 TEMPORARY VACANCIES

Temporary vacancies expected to last four (4) or more months will be posted in accordance with Article 11.01. No secondary vacancies will be posted as a result of the awarding of a temporary vacancy to a staff member.

Upon the return of the original individual who vacated the position the person who assumed the temporary position shall return to his or her former position.

Should the individual who has vacated the position fail to return to work, the successful applicant will maintain the vacancy on a permanent basis.

11.03 TRANSFER BETWEEN SHIFTS

Employees may make a written request to their supervisor if they wish to move into the same classification on a different shift, at their job location. Where such a request is made, subject to the employee having any different qualification required on the other shift, they will be permitted to fill any vacancy arising in their classification on another shift, before any new employee is hired for the position, or before it is posted, as the case may be. Employees may only make one shift transfer request every twelve (12) months.

11.04 – Lay-offs

Lay-off and Recall lists shall apply at each job location. Where a shortage of work necessitates a reduction of the workforce, probationary employees at the work site will be laid off first. If further reductions are necessary, the Employer will lay-off employees at the work site in the reverse order of seniority within the classification, provided the remaining employee(s) are able to perform the work available.

11.05 If known to the Employer in advance, the Union and affected employees will be provided with a minimum of seven (7) days' notice of lay-off.

11.06 Where operational requirements create a need to reduce hours, the Employer shall reduce the hours of the least senior employee within the classification at the job location first, provided the remaining employee(s) are able to perform the work available.

11.07 Where possible, the Employer will submit the following information in writing to the Union regarding a proposed layoff, within five (5) days of Employees receiving notification:

- a. A list of the employees working at the job location;
- b. Seniority date and job classification; and
- c. Date and reasons(s) for the proposed lay-off.

11:08 Recall

- a) The Employer will recall employees by classification at each job location in the order of seniority, provided the senior employee possesses the necessary qualifications and the ability to perform the work available.
- b) Recall notice will be by telephone, or, if no direct contact is made with the employee, by registered mail to the employee's last known address. Any employee failing to contact the Employer within three (3) days, exclusive of weekends or statutory holidays, from the time of such notification shall be considered to have resigned without notice.
- c) Any employee who has been laid off and wishes to be recalled is responsible for ensuring the Employer has a current telephone number and address for the purpose of recall.
- d) Where a laid off employee accepts recall to a new job, their seniority will remain intact for all purposes.

11:09 Recall to other job locations

- a. Employees on the recall list will be notified of vacancies within their classification at all job locations under the Agreement. Those on the recall list who express an interest in such vacancies will be hired before any new hires.

Article 12 – WAGES

- 12.01 Employees will be paid twice per month. Pay stubs shall be delivered on or prior to pay day in individually sealed envelope, or electronically.
- 12.02 Direct deposit shall be mandatory for all employees.
- 12.03 A separate detailed statement of earnings shall be given 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, the date of the pay period, and a complete itemized list of deductions. Where an employee consents, the Employer can provide the statement and any T4s by electronic means.
- 12.04 Payroll errors in excess of \$100.00 will be rectified by manual cheque no later than 72 hours after the Employer receives notice of the error. Payroll errors less than \$100.00 will be rectified on the following payroll.
- 12.05 Effective upon ratification of this agreement, employees getting paid rates at or higher than those on the grid below shall suffer no reduction in wages.

CLASSIFICATION	NOVEMBER 1, 2020	JUNE 1, 2021	JUNE 1, 2022 Maintain relativity with ESA or 2.5%, whichever is greater
Light Duty – Less Than Six (6) Months	\$15.30	\$15.90	\$16.30
Light Duty – More Than Six (6) Months	\$15.60	\$16.20	\$16.61
Heavy Duty – Less Than Six (6) Months	\$16.00	\$16.60	\$17.02
Heavy Duty – More Than Six (6) Months	\$16.25	\$16.85	\$17.27

Lead Hand Premium

Employees performing Lead Hand Duties shall receive a premium of fifty cents (\$.50) over the Heavy-Duty rate of pay.

Special Project Employee

Project employees shall receive a premium of seventy-five cents (\$.75) per hour over Heavy Duty Hourly Rate of Pay.

Overnight premium

Fifty cents (\$.50) per hour (for all hours worked on shifts where majority of the hours of that shift fall between the hours of eleven 11:00pm and seven 7:00am).

Employees earning a wage rate that is higher than the rates set out above will receive the following increases:

- Sixty cents (\$.60) on date of ratification
- Sixty cents (\$.60) on June 1, 2021

June 1, 2022 - Maintain relativity with ESA or 2.5% increase whichever is greater.

Signing bonus

Signing bonus of \$150 upon ratification for each currently actively working employee in lieu of any retroactive pay.

Article 13 -- BENEFITS

Benefit Contributions and Threshold

13.01 (a) Effective November 1, 2020, the Employer shall remit to the Union's Health and Welfare Trust one dollar and seventeen cents (\$1.17) per hour for all hours worked by employees who have obtained nine months of service with the Employer for the purpose of providing employees health and dental benefits.

(b) Effective November 1, 2021, the Employer shall remit to the Union's Health and Welfare Trust one dollar and twenty-two cents (\$1.22) cents per hour for all hours worked by employees who have obtained nine months of service with the Employer for the purpose of providing employees health and dental benefits.

(c) Effective November 1, 2022, the Employer shall remit to the Union's Health and Welfare Trust one dollar and twenty-seven cents (\$1.27)cents per

hour for all hours worked by employees who have obtained nine months of service with the Employer for the purpose of providing employees health and dental benefits.

Article 14 - HOURS OF WORK AND OVERTIME

- 14.01 The Employer will endeavor to create and maintain full-time positions wherever possible.
- 14.02 The normal work schedule for each employee shall be made available to an employee or Union Representative upon request.
- 14.03 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.
- 14.04 All employees must be ready and fit for duty upon commencement of shift.
- 14.05 An employee who reports for their scheduled shift and finds that no work or less than four (4) hours work is available, will be paid for four (4) hours at their regular rate of pay, unless the employee received notification at least one hour prior to the beginning of their shift or the unavailability of work is the result of cause beyond the control of the employer, for example fire, flood, strike or an act of God, etc. and the Employer does not have sufficient time to notify Employees.
- 14.06 The Employer agrees to pay time overtime premiums pursuant to the British Columbia *Employment Standards Act*.
- 14.07 Where incremental overtime is required, 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 site at the time the overtime is available and who are qualified to do the overtime work.

Where the overtime is not incremental, it will be offered and assigned based on seniority and job classification at the relevant site.

- 14.08 All work performed by an employee in excess of said employee’s scheduled shift must be authorized by a Supervisor.
- 14.09 Breaks
Employees scheduled for a shift of seven and a half (7.5) hours shall be scheduled for two (2) paid fifteen (15) minute rest periods during their shift. Each employee scheduled for a shift of less than seven and a half (7.5) hours shall be scheduled for one (1) paid fifteen (15) minute rest period during their shift.
- 14.10 All employees shall be entitled to an unpaid one-half hour meal break when working a shift of five (5) or more hours.
- 14.11 Where possible, where there is a reduction in regular shift hours, employees will be provided with one (1) weeks’ notice. They will be informed via written notice; the notice shall include that they are the least senior employee and the reason for the reduction. The Union will be forwarded a copy of the letter by email on the same day the employee is notified. The Union shall have five (5) business days to raise any issues and or concerns.

Article 15 – HOLIDAYS AND PERSONAL DAYS

15.01 The recognized holidays with pay for this Agreement shall be:

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 holidays which may hereafter be required to be observed under the Statutes of Canada and/or the Province of British Columbia.

- 15.02 There shall be no change in shift scheduling to avoid payment of overtime on Statutory Holidays.
- 15.03 In the event that any of the foregoing 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.

15.04 Personal/Sick Days

Employees shall be entitled to three (3) paid Personal/Sick Days per calendar year.

Unused personal/sick days will not carry over at the end of the calendar year.

Article 16 - VACATIONS

16.01 The Employer shall provide each employee at the beginning of each year a Vacation Request Form. The employee shall have ninety days (January 1 - March 31) to complete the form and to return it to the Employer.

Employees requesting to take vacation prior to March 31 shall be granted on a first come first served basis.

Employees shall receive written confirmation from the Employer that their holidays have been approved. This confirmation shall be presented to the employee within thirty (30) days of receiving the employee's request.

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

Vacation request forms not received by April 1st will result in the Employer scheduling the vacation time for such member.

16.02 If a Statutory Holiday falls during an employee's Annual Vacation, the employee shall receive an extra day's vacation with pay in lieu thereof.

16.03 The Employer shall pay vacation pay on every paycheck.

16.04 Annual Vacations

All employees shall be entitled to vacation leave on the following basis:

- a) After an employee has worked five (5) days they will be entitled to vacation pay based on four (4%) percent of said employee's gross earnings;

- b) An employee who has completed six (6) months of employment shall be entitled to a one (1) week vacation based on four (4%) percent of said employee's gross earnings;
- c) An employee who has completed one (1) years employment, shall receive and take a vacation that year and each year thereafter of two (2) weeks based on four (4%) percent of said Employee's gross earnings;
- d) An Employee who has completed five (5) years employment, shall receive and take a vacation that year and each year thereafter of three (3) weeks based on six (6%) percent of said employee's gross earnings;
- e) An employee who has completed twelve (12) years employment, shall receive and take a vacation that year of four (4) weeks based at eight (8%) percent of said employee's gross earnings;
- f) An employee who has completed twenty (20) years employment, shall receive, and take, a vacation that year of five (5) weeks based at ten (10%) percent of said employee's gross earnings.

Article 17 - LEAVE OF ABSENCE

17.01 The Employer may grant an unpaid general leave of absence for a period of up to three (3) months, subject to their operational requirements. When applying, an employee must specify the desired date of departure and date of return. The Employer may request the employee to provide proof to indicate that the leave of absence was used for the stated purpose. When an unpaid leave of absence is granted, the Employer will retain documented approval of the leave.

This unpaid leave may be combined with vacation where the Employer has been given reasonable advance notice. These leaves shall not be unreasonably denied.

17.02 Leave will be granted in accordance with the British Columbia *Employment Standards Act*. The terms of this Agreement will continue to apply during the period of the leave.

17.03 Union Business Leave – Upon receipt of advance written notice from the Union, the Employer shall grant unpaid leave of absence to employees who

are selected to attend Union conventions and/or programs, subject to operational requirements. It is understood that operational requirements will generally limit the granting of leave to one person per shift.

- 17.04 Bereavement Leave – Employees will be granted up to three (3) days with pay at straight time to employees covered by this Agreement, in the event of a death in the immediate family. The term immediate family shall cover the following family members: Spouse, common-law spouse, mother, father, child, sister, brother, grandparent, grandchild, mother-in-law, father-in-law, or another relative residing in the same residence as the employee.

One (1) day with pay at straight time shall be given in the event of a death of the employee's brother-in-law, sister-in-law, son-in-law and daughter-in-law.

The Employer may request that the employee provide a Proof of Death Certificate.

Article 18 – UNIFORMS

18.01 Clothing

- a) The Employer will provide three work shirts to each employee. These will be replaced by the Employer annually or when they are worn out, whichever is sooner.
- b) The Employer will reimburse employees up to \$50 annually for work pants provided they conform to the employer's uniform policy.

18.02 Safety Footwear

Employees who are required by the Company to wear certified safety shoes on the job will be reimbursed up to \$150 annually, upon proof of purchase.

Article 19 - GENERAL

- 19.01 Contracting out – The Employer agrees not to contract out any of the Employer's work performed by the employees covered by the Agreement or the Union's certification. Use of contractors shall not result in the laying off of employees. In addition, the Employer has the right to contract for services when:

- a) The Employer does not have the facilities or equipment necessary to perform the required service;
- b) The Employer does not have the employees who perform such work or are qualified in such work; or
- c) An emergency occurs.

19.02 No Other Agreement – No employee shall be asked, and no employee shall offer to make a written or verbal agreement and/or contract with the Employer inconsistent with, or at variance with the terms of this Agreement.

19.03 The Employer will endeavor to provide coverage for employees who are away from work where sufficient notice is given.

19.04 The Employer recognizes that during extreme weather events road conditions and lapses in public transit may cause employees to be late.

19.05 New Classifications – During the life of this Agreement, in the event of the Employer hiring employees for whom a wage rate and classification is not contained in this Agreement, the necessary classification and wage rate shall be added by Amendment to this Agreement. If the parties are unable to agree on the classification and/or wage rate, the matter may be taken up under the Grievance Procedure and Arbitration Procedures contained within this Collective Agreement.

Article 20 - BULLETIN BOARDS

20.01 Subject to approval from the Employer's client, the Employer will provide the Union with a bulletin board at each worksite for posting notices.

Article 21 - HEALTH AND SAFETY

21.01 It is the desire of both parties to this Agreement to maintain the highest standard of safety. 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.

- 21.02 Employees are required to report workplace injuries to their supervisor immediately.
- 21.03 The parties will have a joint OH&S Committee. If there is not sufficient employee representation, the Union will appoint individuals who are required to fulfill the position.
- 21.04 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.
- 21.05 The Employer shall supply First Level PPE for those employees who need such protection in the course of their job duties.
- 21.06 Workload:
- The parties agree that, while workloads may change from time to time, there will be no unreasonable accretion work to be performed without a commensurate adjustment in paid time to perform it.

Article 22 – DISCRIMINATION AND HARASSMENT

- 22.01 The Employer and the Union subscribe to the principles of the British Columbia *Human Rights Code*.
- 22.02 The Employer and the Union recognize the right of employees to work in an environment free from harassment. The Parties agree to foster and promote such an environment.
- 22.03 Harassment is defined as deliberate actions, toward an individual or individuals that ought reasonably to be known to be unwelcomed by the recipient and which serve no legitimate work-related purpose, on any of the prohibited grounds of discrimination under the British Columbia *Human Rights Code* including: age, race, sex, sexual orientation, national or ethnic origin, colour, religion, disability, marital status, family status, political beliefs or conviction for a criminal or summary offence unrelated to employment.

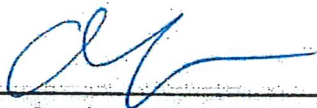
- 22.04 The Parties agree that all complaints will be investigated and that substantiated cases of harassment may be cause for discipline, up to and including dismissal.
- 22.05 Protection against harassment extends to incidents occurring at or away from the workplace, during or outside working hours, provided the acts are committed within the course or arising out of the employment relationship.

Article 23 - DURATION

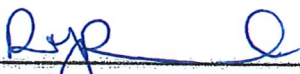
- 23.01 This Agreement is effective from November 1, 2020 and shall continue in effect through May 31, 2023.

Dated this 31 day of October, 2020.


For the Union



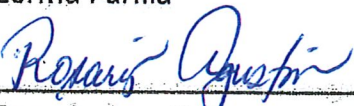
Alex Currie



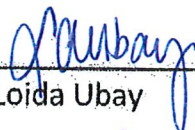
Raj Dhallwal



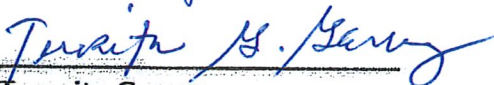
Lerma Parilla



Rosario Agustin



Loida Ubay




Teresita Garvez

For the Employer



Keith Murray



Bradley Olson