

Collective Agreement

BETWEEN:

Service Employees International Union Local 2
(hereafter “the Union”)



-and-

Integral Services Group
(hereafter “the Employer”)



Effective date: June 1, 2023

Expiry date: May 31, 2025

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ARTICLE 1 - PURPOSE

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

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.

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

ARTICLE 2 - UNION RECOGNITION

SCOPE - The Employer recognizes the Union as the sole and exclusive bargaining agent for all its employees in the Metro Vancouver Regional District working at commercial properties in excess of 75,000 square feet, excluding hotels, residential, single tenant retail, industrial and warehouse accounts.

Additionally, the Employer recognizes the Union as the bargaining agent for employees at the High Street Shopping Centre 3122 Mount Lehman Road, Abbotsford and at Education properties in the Province of British Columbia.

JURISDICTION - The Employer agrees that all work which is covered under the scope of this Agreement performed by anyone, on behalf of the Employer, directly or indirectly under contract or subcontract, shall be performed by Employees who are members of the Union in accordance with the terms and conditions as set out in this Agreement. Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in cases of emergency, instruction, temporary experimentation or where the Employer does not have the facilities, equipment and employees with specialized training to perform an irregular/specialized service (e.g., short-term landscaping, high rise window cleaning).

Clarity note: It is understood that the employer will self-perform carpet cleaning duties with the exception of periodic truck mounted carpet cleaning.

ARTICLE 3 - MANAGEMENT RIGHTS

Except to the extent explicitly abridged by specific written provision to this Agreement, the Company 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.

Without in any way diminishing or limiting those rights, it is understood and agreed that those right include 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 they have been disciplined or discharged without just cause, may be the subject of a grievance and dealt with as hereinafter provided.

The Company agrees that its functions will not be exercised in a manner inconsistent with the other provisions of this Agreement in an effort to maintain and promote a harmonious relationship with the employees and the Union.

ARTICLE 4 - UNION SECURITY

All Employees covered by this Agreement shall become Members of the Union within five (5) days of the signing of this Agreement and remain Members of the Union as a condition of employment.

All employees covered by this Agreement shall pay union dues in accordance with the policy established by the Union. 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 of such change.

All new Employees shall make Application to join the Union and shall execute an Assignment of Wages to the Union covering the Monthly Dues and/or Assessments at the time of hiring. The Employer shall hand each new Employee 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. The Employer shall send the S.E.I.U., Application Card to the Union within the Applicant's first twenty (20) days of employment, and the Employer shall retain the Dues Check-Off Card. All Employees shall remain as Members of the Union as a condition of employment.

The Employer shall deduct and remit all Union dues on a monthly basis and shall send all of the monies so collected to the Secretary - Treasurer of the Union on or before the 15th day of the following month the deductions were made. Union dues will be accompanied by the following employee information which shall be sent to the Union by email in an Excel spreadsheet.

Employee name.

Work location.

- (c) Hourly wage.
- (d) Hours worked.
- (e) Union dues.
- (f) Benefit premiums remitted.
- (g) Classification.
- (h) Seniority.
- (i) Home address.
- (j) Phone number.
- (k) Email address (if available).

4.05 The Employer shall comply with the check-off of fees, dues, and assessments in accordance with the foregoing and in accordance with Section 16 of the Labour Relations Code of B.C. and Amendments hereto.

4.06 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.

4.07 RETIREES – The Employer agrees to give written notice to the Union that the Employee has terminated their employment, because of retirement.

4.08 Where the employer receives written notice that it is losing an account it will notify the Union within seventy-two (72) hours of receiving written notice from the client.

4.09 NO OTHER AGREEMENTS - 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.

4.10 Where the Employer contracts a job where the economic terms established by SEIU are superior to those contained in this agreement the employer shall maintain those superior terms.

4.11 The Employer shall not cancel any existing economic term and/or condition of employment that is superior to those contained in this agreement.

4.12 There shall be no discrimination against any Employee for activity in the Union.

4.13 The Union and the Employer may mutually agree to modify the terms and conditions of this Agreement when it is determined to be in the best interests of both Parties. Any such modifications will be set out in a Letter of Understanding, and may be for a special project, type of work, specific area, and/or for a specific period of time.

ARTICLE 5 - UNION STEWARDS

5.01 The Employer shall recognize one steward for shifts with less than twenty workers and two stewards for shifts of twenty workers or more. The Union agrees to notify the Employer as to the shop-steward's name(s) in each location.

5.02 The Union may appoint a bargaining unit Chairperson.

5.03 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.

5.04 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 and New Member Package.

ARTICLE 6 - SITE ACCESS & BULLETIN BOARDS

6.01 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.

6.02 Wherever possible, the Employer shall provide the Union with adequate space for a bulletin board in each work location, subject to client approval.

ARTICLE 7 - 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 & ARBITRATION

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 their Supervisor that they have 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 ten (10) 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 Employer.

(b) Upon receipt of such a grievance the Employer 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 Grievor, Steward, Union Business Agent and Employer Representatives at a mutually agreed 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. A discharge grievance initiated at Step 2 of the grievance process must be initiated within five working days of the union receiving notice pursuant to 9.01 (b)

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 to 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.

e) The parties may, by mutual agreement, forego the attendance of legal counsel at the arbitration hearing. In such circumstances, the parties agree to the following:

- The parties will attempt to mediate a settlement with the assistance of the Arbitrator prior to commencing the hearing.
- The Arbitrator shall have the power to control its own procedure in order to fairly resolve the issue(s) in the grievance as expeditiously as possible, including but not limited to: the power to define the legal issues in dispute, to determine whether and in what manner they may require evidence to determine the issues in dispute, to question witnesses in front of the parties as they deem necessary, and to deliver decisions by way of abbreviated reasons; and;
- The decision of the Arbitrator will not have any precedential value for future disputes between the parties.

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 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.

ARTICLE 9 - DISCIPLINE

9.01 (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 shall copy the Union office on all correspondence to Employees related to discipline, termination of employment or notice of layoff.

(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.

(d) 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.

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

(f) An Employee may review their file for personal reference with appropriate notice.

ARTICLE 10 - PROBATIONARY PERIOD

10.01 All new Employees shall be required to serve a probationary period of sixty (60) shifts worked starting from the commencement of employment. After successful completion of the probationary period, seniority shall be credited back to the date of hire.

ARTICLE 11 SENIORITY

11.01 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 a

probation period. Employees shall carry their seniority when they move to a different job location and from a predecessor contractor where the Employer takes over a unionized account covered by a different collective agreement.

The employer shall supply the union with a company-wide seniority list upon request. Company-wide seniority lists shall not be posted in work locations. Seniority lists posted in work locations will only include those employees working at that location.

11.02 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.

11.03 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.

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

11.05 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 12 – JOB POSTING, LAY-OFF, RECALL & TRANSFERS

12.01 PERMANENT VACANCIES

When the Company decides to fill a permanent vacancy or creates a new permanent classification such vacancy shall be filled in the following manner:

(a) All job postings, including electronic postings, must include the following information:

- (i) Location (Building Address)
- (ii) Job classification
- (iii) Rate of pay and hours of work per shift
- (iv) Security requirements

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

b) The vacancy shall be posted in the work location for five (5) working days and awarded to the most senior applicant, provided they have the skill and ability to perform the work, in that work location.

Note: Only those employees for whom such vacancy or job would create a change in classification, premium, increase of hours or change in shift shall be eligible to apply.

c) Where the vacancy is not filled with an applicant from within the work location the Company shall forward the job posting by email and/or text (electronic job posting) to all persons on the lay-off recall list and persons who have indicated in writing their desire to be notified of company-wide job postings pursuant to Article 12.03 (b) Persons on the lay-off recall list shall have twenty-four (24) hours (excluding weekends) to respond to an electronic job posting indicating their interest in the position. The position shall be awarded on the following basis:

- i. to the most senior applicant on the lay-off recall list, who has the skill and ability to perform the work.
- ii. where it is not awarded to a person on the lay-off recall list to the most senior applicant, who has the skill and ability to perform the work, pursuant to ~~Article 11.06~~ 12.03 (b).

Note: Where an employee with secret security (or higher) clearance wishes to transfer from one site to another, the Employer reserves the right to delay such a request until a replacement is cleared.

Clarity Note: It shall be the sole responsibility of employees to provide the employer with their current email address and/or mobile number capable of receiving texts.

d) Where a vacancy is not filled pursuant to paragraphs b) or c) the Company shall have the right to:

e) Send an email and/or text to the least senior person on the recall list who has been laid off from a position that has the same hours of work and rate of pay and is within a reasonable distance from the vacancy compelling them to take the position. Where the employee fails to return to work within three (3) working days of the written recall, they shall be deemed to have

abandoned their position and lose their seniority, unless they have requested and received an extension to this time period from the employer. Such requests shall not be unreasonably denied.) or;

e) Fill the position with an external applicant.

f) In new buildings that have not been previously staffed, the employer shall fill vacancies in accordance with paragraphs c and e only. Secondary vacancies created when an employee is posted into a position at another building shall be offered exclusively to persons on the lay-off recall list in accordance with paragraph b). Where the secondary vacancy is not filled by a person on the lay-off recall list the Company shall have the right to fill the position with an external applicant.

Temporary Vacancies

12.02 Temporary vacancies expected to last four (4) or more months shall be filled in the following manner:

a) The vacancy shall be posted in the work location for five (5) working days and awarded to the most senior applicant in that work location, provided they have the security requirements, skill, and ability to perform the work.

b) Where the vacancy is not filled with an applicant from within the work location, the Employer shall forward the job posting by email and/or text to all persons on the layoff recall list. Persons on the lay-off recall list shall have thirty-six (36) hours to respond to a job posting or phone call. The position shall be awarded to the most senior Employee provided they have the security requirements, skill, and ability to perform the work.

c) No secondary vacancies will be posted as a result of the awarding of a temporary vacancy to a staff member.

d) Upon the return of the original individual who vacated the position, the person who assumed the temporary position shall return to their former position if it is still available.

e) Where the temporary position is filled by a person from the lay-off recall list, that person shall continue to be considered for permanent positions pursuant to 12.01 (c). Should that person be awarded a permanent position; the resulting vacancy may be filled at the Employer's discretion for the balance of the Temporary Vacancy.

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

g) Nothing in this agreement shall prevent the employer from filling temporary vacancies that are less than four (4) months with new hires.

Site Transfers

12.03 The Employer shall not have the right to unilaterally transfer employees between sites. Site transfers shall be subject to the following:

a) Where the Employer proposes to transfer an Employee from one location to another as a result of a client request, or as a part of a disciplinary process, the employer shall notify and discuss the matter with the Union prior to the transfer taking place, and the Union shall have the right to grieve the transfer.

b) Employees wishing to be considered for postings at work locations other than their own pursuant to Article 12.01 (d) they must notify the Employer, in writing. The Employer will notify Employees of where to submit vacancy requests.

c) Employees who transfer from one site to another under this agreement will not be required to serve an additional probationary period.

Reduction of Hours/Layoffs

12.04 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.

12.05 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.

12.06 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, before reducing the hours or laying off a more senior employee, provided the remaining Employee(s) are able to perform the work available.

12.07 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.

12.08 The Employer will provide the Union with a list of employees on layoff upon request from the Union. The list will include the date the employee was laid off, their seniority and the property they were laid off from.

Definition of Work Location or Building

12.09 For the purpose of this article, a work location or building may be construed to mean multiple street address by agreement of the parties.

ARTICLE 13 - HOURS OF WORK

13.01 The Employer will endeavor to create and maintain full time positions wherever possible.

13.02 The Employer will make every reasonable effort to maximize hours up to five (5) consecutive days each week with two (2) consecutive days off.

13.03 The normal work schedule for each Employee shall be made available to an Employee or Union Representative upon request.

13.04 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.

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

13.06 An Employee who works at more than one location on any day shall be paid from the time they commence their first job until they have completed their last job. The Employer must ensure that an Employee working multiple sites completes their shift within 12 hours of starting work.

13.07 An employee who reports for their scheduled shift and finds that no work is available, will be paid for four (4) hours at their regular rate of pay, unless the employee received sufficient prior notification not to report to work or the unavailability of work is the result of a 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.

ARTICLE 14 - OVERTIME

14.01 All work performed by an employee in excess of the said employee's scheduled shift shall be authorized by the Supervisor.

14.02 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.

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

ARTICLE 15 - BREAKS

15.01 Employees scheduled for a shift of seven (7) or more hours shall be entitled to two (2) paid fifteen (15) minute rest periods during their shift.

15.02 Each Employee scheduled for a shift of less than seven (7) hours shall be entitled to one (1) paid fifteen (15) minute rest period during their shift.

15.03 Employees scheduled for a shift of five (5) hours or more shall be entitled to an unpaid one-half (1/2) hour meal break. Subject to mutual agreement of the Employer and an employee the break may be scheduled at the end of the employees shift.

15.04 The Employer will make reasonable efforts to modify break times to accommodate prayer times or religious fasting.

ARTICLE 16 - WORKLOAD

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

ARTICLE 17 - UNIFORMS

17.01 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 \$100 annually for work pants not issued by the Employer provided they conform to the Employer's uniform policy.

c) Employees will receive two cents (\$0.02) per hour for all hours worked to assist with the costs associated with cleaning uniforms. The Employer may provide this on each pay cheque or in periodic lump sums.

17.02 Safety Footwear

Employees who are required by the Company to wear certified safety shoes on the job will be reimbursed up to one hundred and fifty dollars (\$150.00) annually, upon proof of purchase.

17.03 The Employer will make available a winter coat with Company identification and winter gloves selected by the Employer to employees required to work outside during the winter months.

ARTICLE 18 - SAFETY

18.01 RIGHT TO REFUSE UNSAFE WORK - 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.

18.02 Employees are required to report workplace injuries to their supervisor immediately.

18.03 The parties will have a joint Occupational Health & Safety Committee as required by legislation. If there is not sufficient Employee representation, the Union will appoint individuals who are required to fulfill the position.

18.04 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.

18.05 The Employer shall supply and maintain "approved" first-aid kits in all vehicles and at all work locations where there is protected and safe storage for the kits.

18.06 The Employer shall supply First Level PPE for those Employees who need such protection in the course of their job duties.

ARTICLE 19 - HOLIDAYS

19.01 The general 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
Truth and Reconciliation Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

And all other general holidays which may hereafter be required to be observed under Employment Standards Act of British Columbia.

19.02 There shall be no change in shift scheduling to avoid payment of overtime on Statutory Holidays.

19.03 Employees, who have ~~established seniority in accordance with Article 4:00~~, **completed the probationary period** and who worked the last scheduled working day within seven (7) days previous to the General or Proclaimed Holiday and who have worked the first (1st) scheduled working day within seven (7) days following the General or Proclaimed holiday shall receive their regular days wages for the said holiday.

19.04 All Employees who work on a General or Proclaimed Holiday named in Article 19.01 shall be paid at one and one half (1.5) times the rate of pay for all hours worked, in addition to any other compensation described in Article 19.02.

19.05 In the event of a General or Proclaimed Holiday falling on an Employee's regular day off, then the Employee shall receive: (a) another day off with pay; OR (b) another day's wages, as may be mutually agreed to by the Employer and the Union.

19.06 If a General or Proclaimed Holiday falls during an Employee's Annual Vacation, the Employee shall receive an extra day's vacation with pay in lieu thereof.

19.07 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.

19.08 Easter Monday shall be considered a regular workday. In buildings where a portion, or all of the occupants, observe a federal holiday and the Employer instructs an employee not to report for work on these days this shall be done in writing, and they shall be entitled to receive their regular pay for the day.

ARTICLE 20 - PERSONAL DAYS

20.01 Employees will be entitled to paid personal days on the following basis:

a) Employees who have completed probation shall be entitled to one (1) paid personal day per calendar year.

b) Employees who have completed five (5) years of seniority shall be entitled to two (2) paid personal days per calendar year.

20.02 Unused personal days will not be compensable at anytime.

20.03 Personal Days will be scheduled on mutually agreed dates with the employee providing at least two weeks' notice, but less notice may be accepted. The employer may institute reasonable blackout periods.

ARTICLE 21 - PAID SICK DAYS

21.01 Employees who have completed the probationary period are entitled to five (5) paid sick days per calendar year.

ARTICLE 22 - MEDICAL NOTE

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

ARTICLE 23 - VACATIONS

23.01 : The Employee's anniversary date shall be used to determine their vacation entitlement and vacation pay. The vacation must be taken on or after the anniversary date unless the Employer and Employee mutually agree otherwise in writing.

23.02 : At the beginning of each year, the Employer shall provide each Employee with a Vacation Request Form, which must be completed and returned within ninety (90) days (January 1st - March 31st). Employees requesting vacation prior to March 31st will be granted on a first-come, first-serve basis. The Employer must provide written confirmation to the Employee within thirty (30) days of receiving the request. The Employer may reschedule vacations due to operational emergencies by mutual agreement with the Employee. Vacation request forms not received by October 1st will result in the Employer scheduling the vacation time for the Employee or paying out their entitlement before the end of the year.

23.03 : Effective January 1st, 2024, all Employees are entitled to paid vacation leave based on the following criteria:

(a) After six (6) months of service, an Employee may take one (1) week of vacation based on four and one-half (4 %) percent of their gross earnings.

(b) An Employee who has completed one (1) year of employment as of their anniversary date shall receive and take a vacation that year and each year thereafter of two (2) weeks with pay based on four (4%) percent of their gross earnings for the past year, except:

(c) An Employee who has completed four (4) years of employment as of their anniversary date shall receive and take a vacation that year and each year thereafter of three (3) weeks with pay based on six (6%) percent of their gross earnings for the past year, except:

(d) An Employee who has completed ten (10) years of employment as of their anniversary date shall receive and take a vacation that year of four (4) weeks with pay based at eight (8%) percent of their gross earnings for the past year.

(e) An Employee who has completed twenty (20) years of employment shall receive and take a vacation that year and each year thereafter of five (5) weeks with pay based on ten (10%) percent of their gross earnings for the past year.

NOTE ON TRANSITION: Vacation pay accrual prior to June 1, 2023, shall be as per the old collective agreement. Vacation pay accrual on June 1, 2023, and thereafter shall be as per this collective agreement. Where the Employer currently pays out vacation pay on each cheque they may continue to do so until December 31, 2023.

23.04 : The Employer shall pay vacation pay to the Employee on a separate deposit, designated as annual vacation pay, and shall include a statement showing the gross wages earned during the year, the percentage of entitlement, the number of weeks of entitlement, the date of the period of vacation covered, and a complete list of deductions, if any.

23.05 : Payment of vacation pay shall be made no earlier than the last pay period prior to the Employee's vacation, and shall be paid no later than the last shift worked by the Employee going on vacation. If the Employee cannot get to a bank during business hours on the last day worked, payment shall be made one shift earlier.

23.06 : An Employee leaving the employ of the Employer for any reason shall receive vacation pay in accordance with their length of employment, as provided for in this Article.

ARTICLE 24 – MATERNITY, PARENTAL & ADOPTION LEAVE

24.01 The Employer shall provide Maternity, Parental and Adoption Leave in accordance with the Employment Standards Act.

24.02 The services of an Employee who is absent from work in accordance with this article shall be considered continuous and they shall suffer no loss of seniority. The Employer shall continue to make payment to the Health & Welfare Plan in the same manner as if the Employee were not absent. Any agreed to cost sharing arrangements in effect prior to maternity leave shall continue during the leave.

ARTICLE 25 – PERSONAL LEAVE OF ABSENCE

25.01 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 a vacation where the Employer has been given reasonable advance notice. These leaves shall not be unreasonably denied.

ARTICLE 26 – CHILDCARE AND FAMILY LEAVE

26.01 An employee is entitled to up to five (5) days of unpaid leave during each employment year to meet responsibilities related to the care, health, or education of a child in the employee's care or the care or health of any other member of the employee's immediate family. Requests for leaves of absence for periods exceeding five (5) days in total each year for this purpose shall not be unreasonably withheld.

ARTICLE 27 – UNION LEAVE

27.01 Upon receipt of at least three weeks' 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.

ARTICLE 28 – JURY DUTY

28.01 Jury Duty - Employees shall be granted time off with pay for Jury Duty. It is understood that the employee shall provide due evidence and notice of such Duty. Employees, having been granted time off with pay for Jury Duty shall refund to the employer the full amount of any payment received from the Court in respect of such Jury Duty.

ARTICLE 29 – CITIZENSHIP COURT

29.01 Time Off for Citizenship - Any Employee requiring time off to attend a Citizenship Ceremony for themselves shall be given such time off as requested.

ARTICLE 31 - BEREAVEMENT LEAVE

31.01 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 32 - OTHER LEAVES

32.01 Where the Employment Standards Act provides additional leaves to those set out in this collective agreement employees shall be entitled to those leaves.

ARTICLE 33 - NON-DISCRIMINATION

33.01 The Employer and the Union subscribe to the principles of the British Columbia Human Rights Code.

33.02 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.

33.03 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.

33.04 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.

33.05 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 34 - HEALTH BENEFITS

34.01 The Employer shall contribute to the Union's Health and Welfare Trust one dollar and twenty-seven cents (\$1.27) for all hours worked (as well as on hours paid for sick leave, personal days and vacation days) by Employees who have completed six months of service for the purpose of providing Life Insurance, Accidental Death and Dismemberment Insurance and Weekly Indemnity coverage, Dental and Extended Health Benefits. The above amounts represent monthly contributions and are subject to applicable taxes.

34.02 The Employer shall contribute the minimum premiums required to ensure eligibility for benefits when employees are absent from work due to work related illness and maternity leave as set out 24.01 (a) of this collective agreement.

34.03 The Employer shall remit the contributions referred to in this Schedule to the Benefit Trust along with all back up information no later than the 15th day of each month using the web-based portal of the benefit administrator.

34.04 Interest on delinquent contributions - provided a site or group of sites has not been remitted, the trustees of the SEIU Local 1 and 2 Benefit Trust may charge interest on contributions to the trust which are overdue by more than thirty (30) days at the rate of the Scotiabank forty-five (45) day GIC rate on the first day on the month in question plus four (4%) percent compounded monthly. With the exception that mistakes made in good faith by the Employer are exempt from this cause. Upon forty-five (45) days request by properly authorized

representative of the Union, the Employer shall provide the applicable payroll records to review and ensure contributions to the trust are being made correctly and to ensure that employees are being properly paid. This request may be made not more than every six (6) months.

34.05 Should the Provincial Government no longer require Employers to cover the cost of MSP for employees, the Employer will be responsible to pay the cost of MSP.

ARTICLE 35 – WAGES

35.01 Minimum Wage Rates

Classification	June 1, 2023	June 1, 2024
Light Duty (less than six months)	17.56	18.66
Light Duty (more than six months)	17.86	18.96
Heavy Duty (less than six months)	18.28	19.38
Heavy Duty (more than six months)	18.53	19.63
Special Project Worker	19.53	20.63
Leadhand	19.28	20.38
Operations Coordinator	22.48	23.58

35.02 Premiums

Overnight Premium – seventy-five cents (0.75) 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).

Forklift Premium: Heavy Duty Rate plus one dollar (\$1.00) per hour (or portion thereof) while operating a forklift.

35.03 Minimum Increases - No person covered by this agreement shall receive an increase less than set out below:

\$1.20 on June 1, 2023

\$1.10 on June 1, 2024

35.04 ESA Trigger – Where the in 2024, fifty-five cents (55 cents) + 60% of increase in minimum wage is greater than the increases set out in 35.01 and 35.03; the wage rates and increases set out in those articles will be increased accordingly.

35.05 Me Too - Where the employer provides a wage rate to an a newly hired employee that is higher than the rates set out in the Minimum Rates above all employees within the same building in an equal or higher classification shall be entitled to that higher wage rate.

35.06 - NEW OR CHANGED JOB CLASSIFICATIONS (a) If any new job classifications are established, or if there is a significant change in job content of any job classification(s) set forth in this wage schedule, the Parties hereto are agreed to negotiate a rate for the job(s) in question. Pending final agreement on the rate, the Employer shall set an interim rate for the new or amended category. If the final established rate is higher than the interim rate, the established rate shall be retroactive to the establishment of the new category or to the date of change. (b) When there has been a gradual change in job content to the point where a higher rate ultimately becomes appropriate, the higher rates shall be retroactive to the date when the changed situation was first indicated to the Employer. (c) If the Parties are unable to reach agreement, then the dispute will be settled through the grievance and arbitration procedures of this Agreement.

36.07 Employees will be paid twice per month or biweekly based on the current practice or the employer. Pay stubs shall be delivered on or prior to pay day in individually sealed envelopes, or electronically.

36.08 Direct deposit shall be mandatory for all Employees.

36.09 A separate detailed statement of earnings shall be made available to each Employee on every pay day. This statement shall show all the regular hours worked, the rate of pay, all overtime hours worked and the corresponding rate of pay, general holiday pay, the date of the pay period, and a complete itemized list of deductions.

36.10 Where the employer provides the statement of earnings and/or T4s by electronic means they will provide an employee with an orientation during working hours (without loss in pay) on how to access this information.

36.11 Payroll errors in excess of one hundred dollars (\$100.00) will be rectified no later than seventy-two (72) hours after the Employer receives notice of the error. Payroll errors less than one hundred dollars (\$100.00) will be rectified on the following payroll.

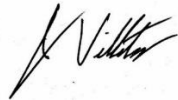
36.12 As a result of the operation of this Agreement Employees getting paid hourly rates (inclusive of premiums) at or higher than those on the grid below shall suffer no reduction in hourly rates (inclusive of premiums).

ARTICLE 37 - LIFE OF AGREEMENT

37.01 This Agreement shall become effective as of June 1, 2023, and shall remain in full force and effect through to May 31 2025 and shall renew itself without change on June 1, 2025 and on each succeeding June 1 thereafter, until negotiations have been completed. Written notice to commence negotiations for a new Collective Agreement may be served by either party to the other party within four (4) months prior to the expiration of the term of the Agreement.

35.02 The parties hereto agree that the operation of Section 50(2) and 50(3) of the Labour Relations Code of B.C. is hereby excluded from this Agreement.

SEIU Local 2



Jorge Villatoro
Union Representative

Integral Service Group



Craig Brown
Partner | Chief Operating Officer

August 22, 2023

Letter of Understanding # 1 - MOST FAVOURED NATIONS

Where a non-union account, or a unionized account with inferior terms and conditions to those contained in this collective agreement, goes out for tender, nothing in this Agreement shall prevent the Union and the Employer from agreeing to terms and conditions for the account that are less than those provided for in this Agreement.

Where the union enters into an agreement within the geographical scope contained in Article 2 that contains economic terms that are more favourable to another company in order to allow that company to bid a property, the Employer will be notified of that agreement and will be entitled to apply those favourable economic terms to the same bid(s).

Letter of Understanding # 2 – LEADHAND JOB POSTINGS

It is understood that Job Postings for Leadhand Positions will be subject to the following:

- a) Vacancies for lead hand positions will be posted in accordance with Article 12.
- b) The selection of lead hands will be based on skill, ability and seniority. Where skill and ability are equal, the senior applicant will be awarded the position. “

Letter of Understanding # 3 – JOB DESCRIPTIONS

Within 30 days of the ratification of this agreement the parties will meet to negotiate job descriptions for classifications covered by this agreement (except where those job descriptions are already contained in an Addenda to this agreement).

The Parties further agree to the following:

1. The development of job descriptions shall not result in a reduction in wages for any person covered under this collective agreement.
2. Any increase in pay resulting from the implementation of the job descriptions shall be retroactive to June 1, 2023.
3. If the parties are unable to reach a full agreement on job descriptions any unresolved issue may be referred to interest arbitration.

ADDENDUM – EMILY CARR

1. This Addendum will set out the terms and conditions for employees of the Employer working at Emily Carr University. Except where set out in this Addendum all the terms and conditions of the collective agreement will apply.

2. Article 15.01, 15.02 and 15.03 is amended to read:

(a) An Employee working a shift of more than five (5) hours will be entitled to a paid meal break of thirty (30) minutes.

(b) Employees will be paid for the time it takes them to get to and from the lunchroom from where they are working. This will not be included in the thirty (30) minute meal break.

(c) All Employees working a shift of more than four (4) hours will receive one paid fifteen (15) minute break.

3. Article 19.01 is amended to include East Monday and Article 19.08 shall be null and void.

4. Articles 20 and 21 will be amended to read:

Personal Days - Upon completion of probation, Employees shall be entitled to six (6) paid personal days per contract year. Employees who have completed five years of service shall be entitled to seven (7) paid personal days per contract year.

Employees may use these days for personal emergencies, illness, or non-emergency related absences. Employees will not need to provide an explanation for using a personal day. Unused personal days will carry over at the end of the year. These will be capped at twelve (12) days per calendar year.

5. Quarantine Pay - An employee will be paid their regular wages for any working days an Employee is required by the Employer or the BC Centre of Disease Control and/or Public Health guidelines to stay at home and quarantine. The above will not apply to any quarantine requirement resulting from voluntary travel undertaken by the Employee.

6. Article 23.03 paragraphs d) and e) will be amended to read:

d) An Employee who has completed eight (8) years of employment shall receive and take a vacation that year and each year thereafter of four (4) weeks' vacation with pay at eight (8%) percent of gross wages for the past year.

e) An Employee who has completed twelve (12) years of employment shall receive and take a vacation that year and each year thereafter of five (5) weeks' vacation with pay at ten (10%) percent of gross wages for the past year.

7. Article 31.01 will be amended to read:

Bereavement Leave – Employees will be granted up to five (5) 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.

Three (3) days 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.

8. Add 17.04 - The Employer will provide Employees a boot/footwear allowance of \$100 per year.

9. Article 35.01 is amended to read:

Classification	June 1, 2023	September 1, 2023	June 1, 2024
Light Duty	17.60	\$18.80	\$19.90
Heavy Duty	18.35	\$19.55	\$20.65
Leadhand	19.35	\$20.55	\$21.65

ADDENDUM – High Street Shopping Centre and VIA Rail Station

1. This Addendum will set out the terms and conditions for employees of the Employer working at High Street Shopping Centre and the VIA Station in Vancouver. Except where set out in this Addendum all the terms and conditions of the collective agreement will apply.
2. Article 15.01, 15.02 and 15.03 is amended to read:
 - (a) An Employee working a shift of more than five (5) hours will be entitled to a paid meal break of thirty (30) minutes.
 - (b) Employees will be paid for the time it takes them to get to and from the lunchroom from where they are working. This will not be included in the thirty (30) minute meal break.
 - (c) All Employees working a shift of more than four (4) hours will receive one paid fifteen (15) minute break.

3. Article 35.01 is amended to read:

Classification	June 1, 2023	August 1 2023	June 1, 2024
Centre Attendant	17.60	\$18.80	\$19.90
Maintenance	23.50	\$24.70	\$25.80
Leadhand	18.10	\$19.30	\$20.40
Special Project	18.85	\$20.85	\$21.15

ADDENDUM – MARINE GATEWAY

1. This Addendum will set out the terms and conditions for employees of the Employer working at Marine Gateway in Vancouver. Except where set out in this Addendum all the terms and conditions of the collective agreement will apply.

2. Article 35.01 is amended to read:

Classification	June 1, 2023	August 1 2023	June 1, 2024
Centre Attendant	17.60	\$18.80	\$19.90
Maintenance	23.50	\$24.70	\$25.80
Leadhand	18.10	\$19.30	\$20.40
Special Project	18.85	\$20.85	\$21.15

ADDENDUM – INTERNATIONAL VILLAGE MALL

1. This Addendum will set out the terms and conditions for employees of the Employer working at International Village Mall in Vancouver. Except where set out in this Addendum all the terms and conditions of the collective agreement will apply.

3. Article 35.01 is amended to read:

Classification	June 1, 2023	August 1 2023	June 1, 2024
Centre Attendant	17.60	\$18.80	\$19.90
Maintenance	23.50	\$24.70	\$25.80
Leadhand	18.10	\$19.30	\$20.40
Special Project	18.85	\$20.85	\$21.15

ADDENDUM – HENDERSON PLACE MALL

1. This Addendum will set out the terms and conditions for employees of the Employer working at High Street Shopping Centre and the VIA Station in Vancouver. Except where set out in this Addendum all the terms and conditions of the collective agreement will apply.

2. Article 35.01 is amended to read:

Classification	June 1, 2023	September 1 2023	June 1, 2024
Centre Attendant	17.60	\$18.80	\$19.90
Maintenance	23.50	\$24.70	\$25.80
Leadhand	18.10	\$19.30	\$20.40
Special Project	18.85	\$20.85	\$21.15