

Collective Agreement

between

Alpine Building Maintenance, Inc.



- and -

Service Employees International Union, Local 2



Effective Date: September 1, 2020

Expiry Date: May 31, 2023

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Collective Agreement

Between

Alpine Building Maintenance, Inc.

(Hereinafter called the "Employer")

- and -

Service Employees International Union (SEIU) Local 2

(Hereinafter called the "Union")

Purpose

The purpose of this Agreement is to maintain a harmonious relationship between the Employer and his 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.

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.

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

Article 1 - Union Recognition - Management Rights

1.01 **Union Recognition** - The Employer recognizes the Union as the sole bargaining authority for all Employees who perform janitorial services at Guildford Town Centre, Oakridge Centre, Pacific Centre, Richmond Centre, Tsawwassen Mills and Willowbrook Shopping Centre, British Columbia, save and except, office and clerical Employees, supervisors and persons above the rank of supervisors.

- 1.02 **Management Rights** - The Union recognizes that the Employer shall have the right to hire, direct, schedule, transfer, promote, demote, layoff, suspend or otherwise discipline or discharge an Employee for just cause, subject to the right of the Employee concerned to lodge a Grievance in a manner prescribed within this Collective Agreement.

Article 2 - Union Security

- 2.01 All Employees who are 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.
- 2.02 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.
- 2.03 All new Employees shall make 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 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.
- 2.04 The Employer agrees to remit Union dues, fees and assessments no later than the fifteenth (15th) 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 of each Employee from whose wages such deductions were made and the amount of the deductions. With these remittances there shall also be a list of new Employees hired during the month with the Name and Address of each new Employee and a list showing the names of the Employees who may have been terminated or are now on annual vacation, sick leave, W.C.B., leave of absence, and/or who have been laid off. All dues remittances and

assessments shall be shown on all T-4 slips.

- 2.05 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.
- 2.06 Upon receiving written notification from the Union that an Employee has not complied with the foregoing the Employer shall terminate the Employee within seven (7) days of such notification.
- 2.07 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.
- 2.08 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.
- 2.09 **Retirees** - The Employer agrees to give notice by separate letter, to the Union, that the Employee has terminated their employment because of retirement. The covering letter shall indicate the Employee's name, current address, social insurance number and retirement date.
- 2.10 **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.
- 2.11 The Employer shall notify the Union when current locations covered by this Agreement are going up for tender.
- 2.12 **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 sub-contract, 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 or temporary experimentation.

- 2.13 **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.
- 2.14 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.
- 2.15 The signing of this Agreement shall be no reason for the Employer to cancel any existing privileges that are not contrary to this Agreement. Working conditions and rest periods presently existing shall be maintained unless changed by the terms of this Agreement.
- 2.16 The Employer and the Union shall share equally, the cost of producing pocket size Agreements which shall be distributed to the Employees and supervisory personnel.
- 2.17 There shall be no discrimination against any Employee for activity in the Union.
- 2.18 **Shop-Stewards**
- (a.) Shop-stewards shall be recognized by the Employer, and the Union agrees to notify the Employer as to the shop-steward's name in each operation.
 - (b.) The Union may appoint a chief shop-steward. The Member fulfilling the chief shops steward's position shall be deemed to have at least a minimum of three (3) years seniority for the purpose of lay-off.
 - (c.) The Employer will introduce new Employees to shop stewards as part of orientation. The Employer shall attach a Union contact form to the new hire packages provided to all new Employees.
- 2.19 The Employer shall provide access to the job sites to the Union. The Union shall notify the Employer in advance. Where the Employer is unable to facilitate access to the site, the Employer shall assist in the distribution of printed information to Union members.

- 2.20 The Employer shall deliver a copy of all new rules, regulations, and policies to the Union in writing prior to implementation. New or changed rules, regulations or policies shall be posted on Employer bulletin boards.
- 2.21 If an Employee becomes physically incapable of performing a satisfactory function in their classification, or by personal request, he or she may be transferred to a lower classification, if notification is given to the Union.
- 2.22 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 being taken.
- 2.23 Negotiations and Administration of the Agreement shall be conducted during normal business hours.
- 2.24 The Employer shall copy the Union office all correspondence to Employees related to discipline, termination of employment or notice of layoff.
- 2.25 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, to develop a common understanding of workplace issues, to address operational concerns and to improve communications and understanding between the parties. The parties shall meet every two (2) months, or as necessary. Meetings shall take place during normal working hours and a request for a meeting shall include an agenda of matters proposed for discussion. Bargaining unit members attending these meetings shall maintain their regular rate of pay. Each party shall appoint up to two (2) members to this committee for each meeting and all meetings shall be attended by an equal number of representatives from each party, unless agreed otherwise.
- 2.26 Wherever possible, the employer shall provide the Union with adequate space for a bulletin

board in each work location, subject to client approval.

Article 3 - Grievance Procedure

- 3.01 The purpose of this Article is to provide an orderly procedure for the resolution and disposition of grievances.
- 3.02 A grievance is an allegation by and 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 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 the 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.

3.03 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 they have been unjustly terminated may be filed directly at Step 2.

- 3.04 For the purpose of this Article, working days shall not include Saturdays, Sundays and Holidays.
- 3.05 During the investigation of a grievance, the Employee or Business Agent, shall be entitled to review the Employee's personnel file.

All Employees shall be given copies of all information with regards to discipline, prior to this information being placed in their file.

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

3.06 Letter of Discipline

No employee shall be disciplined or suspended without just cause and without being apprised of the issue or concern prior to disciplinary action

- (a.) A copy of a document placed on an employee's file which might at any time

be the basis for disciplinary action shall be supplied concurrently to the employee and the Union office.

(b.) The employee's reply, if any, to such document shall also become a part of the employee's file.

(c.) Documents referred to in (A) will become void after eighteen (18) calendar months unless there have been subsequent documented incidents of a similar nature.

(d.) All letter of discipline shall provide an employee with the option of accepting or disagreeing with the discipline which shall be indicated by the employee's signature.

- 3.07 Within fourteen (14) days after negotiations have begun, either party may request, in writing, that the Grievance and/or dispute be referred to Arbitration. This time period may be extended by mutual agreement of both parties. The party desiring Arbitration shall notify the other party, in writing, setting forth the matters to be arbitrated. The Arbitration shall be heard by Mr. Vince Ready, or where Mr. Ready is unable to hear the case within 60 calendar days from the date the matter is referred to arbitration, by a substitute agreed to by the parties.

Article 4 - Seniority

- 4.01 There shall only be one seniority list which includes all Employees. Seniority for the purpose of this list will be calculated and displayed by the Employee's earliest start date with the Employer. Probationary Employees shall be added to the seniority list upon completion of their probationary period.
- 4.02 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.
- 4.03 A seniority and building list shall be provided to the Union of all Union Employees each and every six (6) months, on January 1st and July 1st of each year. The building list is to

include the names of all Employees working at the building, the Employee's classification, and their rate of pay in conjunction with the seniority lists. This information with regards to Building Lists will be kept in strict confidence by the Union and at no time distributed or made accessible to Employees who are not members of the bargaining unit or to other employers.

- (a.) It is agreed supervisors will carry an abbreviated seniority list of the Employees names and date of hire. This list will be available for viewing on request by an Employee.

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

- (a.) Sick leave, vacation, bereavement leave
- (b.) W.C.B. claim
- (c.) Union leave
- (d.) Jury duty
- (e.) Maternity/Parental Leave

4.05 Seniority shall be maintained but not accrue during periods of:

- (a.) Approved leave of absence (in excess of thirty (30) days)
- (b.) Leave for public office
- (c.) Lay-offs less than three hundred and sixty-six (366) calendar days.

4.06 Seniority shall be lost for the following reasons:

- (a.) Voluntary resignation;
- (b.) Discharge for cause, which is not reversed through the grievance and arbitration procedure(s);
- (c.) Absence from scheduled work for three (3) consecutive days without advanced notice to the Employer, unless it is impossible for them to do so;
- (d.) Lay off for twelve (12) months following date of layoff;
- (e.) Subject to the *Human Rights Code*, extended absence due to injury or illness for twenty-four (24) months;
- (f.) Failure to return on a scheduled day following an authorized leave of absence without an explanation satisfactory to the Employer

Article 5 - Work Load

5.01 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.

The Parties agree that the Employer will provide coverage for Employees who are away from work as long as sufficient notice is given. It is understood that the Employer will provide this coverage to the best of their ability.

Article 6 - Lay-Off and Recall Procedure

6.01 Lay-offs

Lay-offs and recall 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 reverse order of seniority within the classification, provided the remaining Employee(s) are able to perform the work available.

6.02 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.

6.03 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.

6.04 Where possible, the Employer will submit the following information in writing to the Union regarding a proposed layoff, within five (5) days of the 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 for proposed lay-off

6.05 **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.

6.06 **Recall to other job locations**

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 new hires.

Article 7 - Payment of Wages

- 7.01 Payment of wages to be paid twice (2x) per month.
- 7.02 A separate detailed statement of earnings shall be given to each and every Employee on each and every pay day. This statement shall show all the regular hours worked, the rate of pay, all overtime hours worked and the rate of pay, general holiday pay, the date of the pay period, also a complete itemized list' of deductions. Any wording or implication on the pay cheque, construing "payment in full" is not allowed.
- 7.03 Any Employee who voluntarily leaves the employ of the Employer, shall receive all wages

due in full, including general and annual holiday pay, a statement of group medical "premiums paid", and the Record of Employment, within six (6) days of such voluntary termination.

- 7.04 Any Employee who is terminated by the Employer for any cause whatsoever, shall receive forthwith all wages due to said Employee including overtime, all general or proclaimed holiday pay, annual vacation pay, statement of group medical "premiums paid to", and the Employee's record of employment.
- 7.05 Direct deposit shall be mandatory for all Employees.

Article 8 - Hours of Work

- 8.01 The Employer will make every reasonable effort to maximize hours up to five (5) consecutive days each week with two (2) consecutive days off. The Employer recognizes the minimum hour requirements necessary to maintain benefits and will endeavor to schedule work such that eligible Employees will maintain benefit coverage.
- 8.02 The standard working week for all full-time Employees who work on the day shift shall consist of five (5) consecutive seven and a half hours (7 2) hour days exclusive of a half hour lunch period each week with two (2) consecutive days off. The standard working week for full time Employees who work on the evening shift who were employed by the predecessor contractor shall consist of seven and a half (7 2) hour days which includes a half hour paid lunch period each week with two (2) consecutive days off. This paid lunch period shall be in lieu of the two (2) fifteen (15) minutes rest periods as provided in Section 8.16(b) of this Agreement.
- 8.03 Overtime rates shall be paid in accordance with the *Employment Standards Act* pursuant to Section 10.01 of this Agreement.
- 8.04 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 twelve

(12) hours of starting work.

- 8.05 Employees commencing work at the instance of the Employer shall receive a minimum of four (4) hours pay.
- 8.06 When any Employee is required to report to work, they shall be paid four (4) hours wages if there is no work available.
- 8.07 The standard work "day" shall commence at 12:01A.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.
- 8.08 The employer recognizes that during extreme weather events road conditions and lapses in public transit may cause Employees to be late.
- 8.09 The Employer shall post a Schedule of work at the Employee's normal work location, wherever possible. This Schedule shall show the Employee's name, the Employee's starting and finishing times, the days to be worked and the days off. The Employer shall give the Employee five (5) working days' notice of a change of Schedule, except in a case of an emergency.
- 8.10 Seniority shall not apply with respect to Employees which may have been transferred by the Employer for just cause. In such cases, the Employee will have to wait for a vacancy pursuant to article 9.01 to exercise their seniority with regard to shifts within a building. The Employer shall post a Schedule of work at the Employee's normal work location wherever possible. This Schedule shall show the Employee's name, the Employee's starting and finishing times, the days to be worked and the days off. The Employer shall give the Employee five (5) working days' notice of a change of Schedule, except in a case of an emergency.
- 8.11 (a.) Subject to Article 4.00, an Employee who is absent from work because of a compensation claim, illness, or annual vacation, shall be returned to the job location and job duties with the same' hours of work, etc., upon the Employee's return to work. The Employee shall be returned to work within seventy-two (72) hours of

the Employee notifying the Employer of the ability to return to work if such notice is anticipated.

- (b.) In the event that an Employee's job is eliminated due to vacancy or other reasons in one of the covered buildings, the Employee shall exercise their rights under Article 4 - Seniority and bump the least senior Employee within the classification.
- 8.12 Split Shifts shall only be worked by mutual agreement between the Employer and the Union.
- 8.13 Each Employee, having a workday of more than five (5) hours shall have a lunch period of at least one half (1/2) hour. An Employee who is required to work or be available for work during a meal break must be paid for the meal break.
- 8.14 Employees, who are required to be on telephone call, or to perform work of any kind during their lunch period, shall be paid wages for the lunch period.
- 8.15 Employees shall be entitled to, and take rest periods in excess of their lunch period, with no deductions from wages, in accordance with the following Schedule:
- (a.) Employees, working four (4) hours and less than seven (7) hours, one (1) fifteen (15) minute rest period.
 - (b.) Employees, working seven (7) hours or more, two (2) fifteen (15) minute rest periods.

Article 9 - Job Postings

- 9.01 When the Employer 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, inclusive of electronic posting, must include the following information:
 - (i.) Location (Building Address)
 - (ii.) Client name (account)
 - (iii.) Job classification

- (iv.) Rate of pay and hours of work per shift
- (v.) 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 and security clearance to perform 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, providing that they have the necessary security clearance.

- (c.) Where the vacancy is not filled with an applicant from within the work location the Employer shall forward the job posting by email (electronic job posting) or to all persons on the lay-off recall list. It is the responsibility of Employees on layoff to provide the Employer with up-to-date contact information and preference (phone or email). Persons on the lay-off recall list shall have thirty-six (36) hours to respond to an electronic job posting or phone call. The position shall be awarded to the most senior Employee, who has the security clearance, skill and ability to perform the work.
- (d.) Where the vacancy is not filled by a person on the lay-off recall list the Employer shall forward the job posting by email to persons who have indicated in writing their desire to be notified of company-wide job postings. It is the responsibility of such Employees to provide the Employer with up-to-date contact information and preference (phone or email). Persons wishing to apply for company-wide job postings shall have thirty-six (36) hours to respond to an electronic job posting or phone call. The position shall be awarded to the most senior Employee, who has the skill and ability to perform the work.

Note: Where an Employee with special security clearance wishes to transfer from one site to another, the Employer reserves the right to delay such request until a replacement is cleared.

- (e.) Where a vacancy is not filled pursuant to paragraphs (a.), (b.) or (c.) the Employer shall have the right to:
 - 1. Send a registered letter or email to the least senior person on the recall list who has been laid off from a position with the same hours of work and rate of pay compelling them to take the position. Where the Employee fails to return to work within five (5) working days of the written recall, they shall be deemed to have abandoned their position and lose their seniority, or
 - 2. Fill the position with an external applicant
- (f.) In areas of the covered buildings that have not been previously staffed, the employer shall fill vacancies in accordance with paragraphs (b.) and (d.) only.
- (g.) Secondary vacancies created when an Employee posts into a position at the other covered building pursuant to paragraph (c.) 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 Employer shall have the right to fill the position with an external applicant.

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

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.

Where the vacancy is not filled with an applicant from Within the work location the Employer shall forward the job posting by email (electronic job posting) or by phone call to all persons on the layoff recall list. Persons on the lay-off recall list shall have thirty-six

(36) hours to respond to an electronic 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.

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 their former position list is still available.

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 Article 4 - Seniority. 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.

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

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

- 9.03 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.

Employees wishing to be considered for postings at work locations other than their own must notify the Employer, in writing, between January 1st and January 15th or June 1st and June 15th of each year of their interest in applying for such vacancies for the upcoming year as they become available. These Employees will only be considered for such vacancies after all on-site applicants have had the opportunity to apply through the job posting article of this collective Agreement. Employees who transfer from one site to another under this agreement will not be required to serve an additional probationary period

and will be placed on the wage grid.

This process will not be used for subsequent vacancies as a result of such a transfer. The Employer will notify Employees of where to submit vacancy requests. Employees shall be limited to one transfer per year unless mutually agreed by the Union and the Employer.

- 9.04 Employees accepting a job posting to another classification shall retain their seniority in their previous classification.

Article 10 - Overtime Rates

- 10.01 All Employees shall be paid overtime rates in accordance with the *Employment Standards Act*.
- 10.02 All work performed by an Employee in excess of said Employee's scheduled shift shall be authorized by the Supervisor.
- 10.03 Overtime by Seniority - All overtime shall be allocated on the basis of seniority by classification at each job site.

Article 11 - Safety

- 11.01 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.
- 11.02 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.
- 11.03 The Employer shall furnish Employees with tools and working equipment and the Employee shall be held responsible for same, except when ordered to leave tools on the job or when left on the Employer's premises.
- 11.04 The Employer shall supply adequate hygienic protection for those Employees who need

such protection in the course of their job duties.

- 11.05 The Employer shall supply, once a year, to the Heavy-Duty Cleaners a pair of slip on protective boots. Replacement of these protective boots shall be made provided the worn-out ones are returned. These boots shall remain the property of the Employer and shall not be removed from Employer premises.
- 11.06 Employees are required to report for work with slip resistant shoes.
- 11.07 All heavy-duty workers shall be given a minimum of three (3) work shirts and all light duty workers shall be given a minimum of two (2) work shirts. These shall be replaced when they wear out.

All Employees shall, upon completion of probation, receive fifty dollars (\$50.00) for pants per calendar year.

Article 12 - Statutory Holidays and Personal Day

- 12.01 The following statutory holidays shall be recognized by the Employer:

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.

All Employees shall, upon completion of probation, be entitled to half (1/2) a personal for the period of September 1, 2020 to December 31, 2020.

Effective January 1, 2021, all Employees shall, upon completion of probation, will be entitled to

one (1) paid personal day per calendar year to be scheduled on a mutually agreed to date. Employees shall provide two (2) weeks written notice to schedule a personal day but less notice may be accepted. Personal days shall not be taken in December.

12.02 Employees, who have established seniority in accordance with Article 4.00, 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 scheduled working day within seven (7) days following the General or Proclaimed Holiday, shall receive their regular days wages for the said holiday.

12.03 All Employees who work on a General or Proclaimed Holiday named in Article 12.01 shall be paid at one and one-half (1/2) times the rate of pay for all hours worked, in addition to any other compensation described in Article 12.02.

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

(a.) Another day off with pay; or

(b.) Another day's wages, as may be mutually agreed to by the Employer and the Union.

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

12.06 In the event of any of the foregoing general or proclaimed holidays falling on a Saturday or Sunday, the holiday will be recognized by the Employer on whatever day is proclaimed by the Government authority involved. If there is some doubt as to which day is proclaimed, or which day is being generally celebrated, the Monday following the holiday will be recognized as the holiday.

12.07 **No Shift Changes to Avoid Overtime Payment** - There shall be no change in shift scheduling to avoid payment of overtime on statutory holidays.

12.08 Where a client temporarily closes a job site, the Employer will endeavour to offer affected

Employees work at alternative sites.

Article 13 - Annual Vacations

- 13.01 For the purpose of determining an Employee's vacation entitlement and vacation pay, the Employee's anniversary date shall be used. The Employee shall take the vacation on or after the anniversary date except when mutually agreed between Employer and Employee, in writing.
- 13.02 The Employer shall provide each Employee at the beginning of each year a Vacation Request Form. The Employee shall have ninety (90) days (January 1st - March 31st) to complete the form and to return it to the Employer.

Employees requesting to take vacation prior to March 31st shall be granted on a first come first serve 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 October 1st will result in the Employer scheduling the vacation time for such member or paying out their entitlement before the end of the year.

- 13.03 All Employees shall be entitled to paid -vacation leave on the following basis:
- (a.) If the Employee has completed six (6) months service they may take one (1) weeks' vacation, based on four (4%) percent of said Employee's gross earnings.
 - (b.) An Employee who has completed one (1) years employment as of the Employee's anniversary date, shall receive and take a vacation that year and each year thereafter of two (2) weeks with pay based on four (4%) percent of said Employee's gross earnings for the past year; except;
 - (c.) An Employee who has completed five (5) years employment as of the Employee's anniversary date, shall receive and take a vacation that year and each year thereafter

of three (3) weeks with pay based on six (6%) percent of said Employee's gross earnings for the past year; except

- (d.) An Employee who has completed twelve (12) years employment as of the Employee's anniversary date, shall receive and take a vacation that year of four (4) weeks with pay based at eight (8%) percent of said Employee's gross earnings for the past year.
 - (e.) 20 Years= 5 weeks (10% of gross earnings)
- 13.04 The Employer shall pay the 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.
- 13.05 Payment of vacation pay shall be made no earlier than the last pay period prior to the Employees vacation, and shall be paid no later than the last shift worked by the Employee going on vacation. In the case where the last shift worked is such a day or time that the Employee cannot get to a bank during business hours, then payment shall be made one shift earlier.
- 13.06 An Employee leaving the employ of the Employer for any cause whatsoever, shall receive vacation pay in accordance with said Employee's length of employment, as provided for in this Article.

Article 14 -Health Benefits

- 14.01 Effective November 1, 2020, the Employer shall contribute to the Union's Health and Welfare Trust one dollar and seventeen cents (\$1.17) per hour, and effective November 1, 2021 one dollar and twenty-two cents (\$1.22) per hour, and effective November 1, 2022 one dollar and twenty-seven cents (\$1.27) per hour for all hours worked by Employees who have obtained nine (9) months of service with the Employer for the purpose of providing Life Insurance, Accidental Death and Dismemberment Insurance and Weekly Indemnity coverage, dental and Extended Health Benefits.
- 14.02 Employees shall be entitled to two (2) paid sick days per year.

Article 15 - Maternity Leave

15.01

- (a.) An Employee, on her written request supported by a Certificate of a Medical Practitioner stating that the Employee is pregnant and estimating the probable date of birth of the child, is entitled to a leave of absence from work, without pay, for a period of eighteen (18) consecutive weeks or a shorter period the Employee requests, commencing eleven (11) weeks immediately before the estimated date of birth or a later time the Employee requests.
- (b.) Regardless of the date of commencement of the leave of absence taken under Subsection (a.) the leave shall not end before the expiration of six (6) weeks following the actual date of birth of the child, unless the Employee requests a shorter period.
- (c.) A request for a shorter period under Subsection (b.) must be given in writing to the Employee, at least one (1) week before the date that the Employee indicates she intends to return to work and the Employee must furnish the Employer with a Certificate of a Medical Practitioner stating that the Employee is able to resume work.
- (d.) Where an Employee gives birth or the pregnancy is terminated before a request for leave is made, under Subsection (a.), the Employer shall, on the Employee's request and on receipt of a Certificate of a Medical Practitioner stating that the Employee has given birth or the pregnancy was terminated on a specified date, grant the Employee leave of absence from work, without pay, for a period of six (6) consecutive weeks, or a shorter period the Employee requests, commencing on the specified date.
- (e.) Where an Employee who has been granted leave of absence under this Section is, for reasons related to the birth or the termination of the pregnancy as certified by a medical practitioner, unable to work or return to work after the expiration of the leave, the Employer shall grant the Employee further leaves of absence from work, without pay, for a period specified in one or more certificates but not exceeding a total of six (6) consecutive weeks.

15.02 An Employer may require an Employee to commence a leave of absence where the duties of the Employee cannot reasonably be performed because of the pregnancy and to continue the leave of absence until the Employee provides a certificate from a medical practitioner

stating that she is able to perform her duties.

15.03 The services of an Employee who is absent from work in accordance with this article shall be considered continuous for the purpose Article 16.01, Subsection (e.) or any plan beneficial to the Employee. 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.

15.04 Reinstatement

(a.) An Employee who resumes employment on the expiration of the leave of absence granted in accordance with this article shall be reinstated in all respects by the Employer in the shift, classification and building previously occupied by the Employee, and with all increments to wages and benefits to which the Employee would have been entitled had the leave not been taken.

(b.) Where the Employer has suspended or discontinued operations during the leave of absence granted under this Article and has not resumed operations on the expiry of the leave of absence, the Employer shall, on resumption of operations and subject to seniority provisions in a Collective Agreement, comply with Subsection (a.).

15.05 Prohibition

(a.) An Employer shall not:

(i.) Terminate an Employee, or

(ii.) Change a condition of employment of an Employee without the Employee's written consent because of an absence authorized by this article or because of the Employee's pregnancy, unless the Employee has been absent for a period exceeding that permitted under this part.

(b.) The burden of proving that:

(i.) The termination of an Employee, or

(ii.) A change in a condition of employment of the Employee without the Employee's written

consent is not because of an absence authorized by this article or because of an Employee's pregnancy, is on the Employer.

Article 16 - Leave of Absence, Bereavement Leave, Jury Duty, Etc.

16.01 Time Off for Union Business

- (a.) Regular Employees shall be given time off with pay in order to attend Union Conventions or participate in negotiations involving the Employer. The Union shall notify the Employer at least two (2) weeks in advance, if possible. If less than two (2) weeks' notice is given, leave pursuant to this Article shall be subject to reasonable operational requirements. The Employer shall invoice the Union for wages paid to an Employee involved in Union Business on the basis of wages plus cost of benefits. The Union agrees to reimburse the Employer for such invoiced costs.
- (b.) Upon at least one (1) month's prior notice, if possible, by the Union, the Employer shall grant one (1) Employee a leave of absence, without pay, to attend to Union business. Such leave of absence may be extended by mutual agreement of the parties.

The Union shall notify the Employer, at least one (1) week prior, of the return to work of the Employee granted such leave.

16.02 Personal Leave

- (a.) Leaves of absence and extensions shall be requested in writing by Employees. The Employer determines if a leave of absence is requested for good and sufficient cause, this approval shall be in writing. It is agreed that Employees requesting to travel to their home Country shall be entitled to a leave of up to three (3) months. Employees may combine this leave with vacation entitlement. It is understood that such leave will only be granted to an employee once every two years.
- (b.) 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.

16.03 **Time Off for Citizenship**

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

16.04 **Jury Duty**

- (a.) 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.
- (b.) 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.

16.05 **Bereavement Leave**

- (a.) The Employer agrees to pay a leave of absence of 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 mean: spouse, common-law spouse, parent, child, brother, sister, father-in-law, mother-in-law, grandparent, grandchild, or any relative residing with the Employee or with whom the Employee is residing.
- (b.) One (1) days' 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 the Employee provide a proof of death certificate.

16.06 **W.C.B. Day of Injury**

- (a.) An Employee injured on the job shall be transported to the nearest Hospital or to his/her home at no cost to the Employee and shall suffer no loss of wages or benefits

for the day of injury.

16.07 Sick Certificate

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

Article 17 Non-Discrimination

17.01 Subject to the provisions of this Agreement, neither the Union nor the Employer in carrying out their obligations under this Agreement shall discriminate in matters of hiring, training, promotion, transfer, lay off, discharge or otherwise; because of race, colour, creed, national origin, age, sex, sexual preference, or marital status.

17.02 The Union and the Employer recognize the right of the Employee to work in an environment free from sexual harassment.

17.03 Sexual harassment means, but is not limited to:

- (a.) Unwelcome sexual advances, requests for sexual favours and other verbal or physical conduct of a sexual nature when submission to such conduct constitutes either an explicit or implicit term of employment;
- (b.) Circumstances of conduct constituting the basis for employment decisions affecting the individual;
- (c.) Conduct which unreasonably interferes with an individual's job performance or creates an intimidating or offensive working environment.

- 17.04 **Procedures** - Nothing in this procedure shall be deemed limiting to rights of the Employee(s) involved.
- (a.) An Employee who alleges a sexual harassment concern may submit a complaint, in writing, within thirty (30) days of the latest occurrence, either through the Union directly or to the Manager. The Manager will notify the Union of any complaint.
 - (b.) The Employer designate and the Union Representative will investigate the complaint and attempt to resolve the issue.
 - (c.) In lieu of (a.) or (b.) above, the Employee may move to the Grievance Procedure. Complaints of this nature will be treated in strict confidence by both the Union and the Employer.
- 17.05 All alleged offenders shall:
- (a.) Be given notice of the substance of a complaint/grievance under this clause;
 - (b.) Be given notice of and be entitled to attend, participate in and be represented at, any Arbitration Hearing which is held as a result of a grievance under this clause.
- 17.06 Pending determination of the complaint, the Employer may take interim measures to separate the Employees concerned if deemed necessary, without loss of regular earnings.
- 17.07 If it is deemed necessary to separate Employees as a result of a finding of harassment, it shall be the harasser who is transferred. The Employee who is being harassed may only be transferred with his/her consent.

Article 18 - Technological Change

- 18.01 Any Employee whose employment is terminated as a result of technological change, shall be entitled to bump a less senior Employee in a similar position. The Employee in with the least seniority shall be laid off in accordance with the *ESA* standards.

Article 19 - Temporary Employees

19.01 Temporary Employee - An Employee hired for specific period of time and shall not accrue seniority.

A temporary Employee shall be given written acknowledgement of his/her duration of employment.

- (a.) Temporary Employees shall be used only when all Employees on layoff have been recalled.
- (b.) Temporary Employees shall have the right to bid on all job postings before any new hires.
- (c.) Areas of temporary employment shall be as follows:
 - (i.) Vacation and Sick Relief B All replacements for this category shall be named and all names shall be sent to the Union Office.
 - (ii.) Fire and flood clean-up
 - (iii.) Special events

Article 20 - Life of Agreement

20.01 This Agreement shall become effective as of September 1, 2020, and shall remain in full force and effect until midnight May 31, 2023 and shall renew itself without change on the 1st day of September, 2021, and on each succeeding September 1st thereafter, until negotiations have been completed for revision of this Agreement. 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.

20.02 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.

Signed in the Province of British Columbia, this 3rd day of December, 2020.

Alpine Building Maintenance, Inc.

SEIU Local 2

Dean Johnson

Tom Galivan

Norbert Wolf

Raj Dhaliwal

Appendix "A"

Classifications

Light Duty Cleaner

An Employee who performs light duties including floor sweeping, spot mopping with light weight mop, dust mopping, vacuuming carpets, emptying of waste baskets and ashtrays, washing of ashtrays and desk tops, cleaning and servicing bathrooms, spot washing (daily removal of hand prints of day to day traffic and scuff marks) of walls, door frames, door glass and other items considered light duties.

Heavy Duty Cleaner

An Employee, who performs regular duties as outlined under Light Duty Cleaner plus, and to include, scrubbing, mopping, heavy sweeping, cleaning of light fixtures and replacing bulbs, and general maintenance duties confined under the Janitorial Industry.

Lead Hand

An Employee, who responsible for assigning and/or supervising the work of other Employees within the bargaining unit.

Special Project Employee

An Employee, who performs specialized carpet cleaning and/or window cleaning, or facility maintenance outside the scope of cleaning.

New Classifications

In the event that the employer establishes a new job category, or significantly alters the job content of a classification, the Union shall be notified forthwith, and the parties shall meet in order to negotiate the terms and conditions of employment for this job category. In the event that agreement cannot be reached the matter shall be submitted to arbitration

Appendix "B"

Minimum Wage Rates

1. Minimum Wage Rates

CLASSIFICATION	Effective Nov. 1, 2020	Effective June 1, 2021	Effective June 1, 2022*
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

* Maintain relativity with *ESA* or 2.5%, whichever is greater.

< **Overnight Premium** - Fifty cents (\$0.50) per hour (for all hours worked on shifts where majority of the hours of that shift fall between the hours of eleven o'clock pm (11:00pm) and seven o'clock am (7:00am).

< **Lead Hand** - Heavy Duty Rate plus fifty cents (\$0.50) per hour

< **Special Project Employee** - Heavy Duty Rate plus seventy-five cents (\$0.75) cents per hour

No reduction in wages

Effective upon ratification of this agreement, Employees getting paid rates at or higher than those on the grid above shall suffer no reduction in wages.

2. Effective November 1, 2020, the rates for the above classifications shall increase by fifty cents (\$0.50).

3. Effective June 1, 2021, the rates for the above classifications shall increase by sixty cents (\$0.60).
4. Effective June 1, 2022, the rates for the above classifications shall maintain relativity with the *ESA* or two and a half percent (2.5%), whichever is greater.

ESA Trigger Clause

Effective November 2020, no person covered by this agreement shall earn less than the rates below:

- < LD > 6 months: *ESA* plus \$0.70 (seventy cents)
- < LD < 6 months: *ESA* plus \$1.00 (one dollar)
- < HD > 6 months: *ESA* plus \$1.40 (one dollar and forty cents)
- < HD < 6 months: *ESA* plus \$1.65 (one dollar and sixty-five cents)

Signing Bonus

Signing bonus of one hundred and fifty dollars (\$150.00) for each current, actively working Employee in lieu of retroactive pay from September 1, 2020, to October 31st, 2020. Employees will be entitled to retroactive pay for all hours worked starting November 1, 2020.

Letter of Understanding #1

Between

Alpine Building Maintenance, Inc.

(the "Employer")

- and -

Service Employees International Union Local 2

Brewery, General & Professional Workers Union

(the "Union")

Whereas; individuals may perform duties outlined in both classifications during any given shift;

And Whereas; the parties are desirous to further define the applicability of classifying individuals as a Light-Duty Cleaner or Heavy Duty-Cleaner;

Therefore, Be It Resolved; the parties agree to the following;

1. "Pressure Washing" duties are considered to be Heavy-Duty
2. Individuals performing Heavy-Duty Cleaner duties pursuant to Appendix "A" of the collective agreement for 50% (fifty-percent) (or greater) of their shift, shall be classified as a Heavy-Duty Cleaner.
3. At each respective location (work site), the Employer will make reasonable efforts to "combine" the Heavy-Duty duties into one or more positions.
4. It is the intent of the parties, wherever possible, to reduce or eliminate the need for individuals classified as Light-Duty to be performing heavy duty duties.

5. Individuals currently classified as "Heavy-Duty" shall continue to be classified as "Heavy-Duty".
6. All other terms and conditions of the collective agreement shall apply.

Signed in the Province of British Columbia, this 3rd day of December, 2020.

Alpine Building Maintenance, Inc.

SEIU Local 2

Dean Johnson

Tom Galivan

Norbert Wolf

Raj Dhaliwal

Successorship Agreement #1

Between

Service Employees International Union Local 2 (hereafter the Union)

- and -

Alpine Building Maintenance, Inc. (hereafter the Company)

Whereas; the Union currently represents Employees of Cushman Wakefield Services working at the Pacific Centre in Vancouver, British Columbia;

And Whereas; the Company has been awarded the contract to provide cleaning services at this location effective August 1, 2019;

And Whereas; the parties wish to facilitate a smooth transition of service providers at this location;

Be It Resolved;

1. The Company will make offers of employment to all current Employees of Cushman Wakefield Services working at the Pacific Centre and will recognize their seniority.
2. The Company will recognize the Union's bargaining rights at this location and become a signatory to the collective agreement attached as Appendix A to this agreement.
3. The Company will honour vacation schedules that have been approved by the previous contractor.
4. The Company acknowledges that it is the successor employer to Cushman Wakefield Services at the Pacific Centre.

Signed in the Province of British Columbia, this 22nd day of January, 2020.

Alpine Building Maintenance, Inc.

SEIU Local 2

Hari Johal

Tom Galivan

Successorship Agreement #2

Between

Service Employees International Union Local 2 (hereafter the Union)

- and -

Alpine Building Maintenance. Inc. (hereafter the Company)

Whereas; the Union currently represents Employees of Dexterra working at the Tsawwassen Mills in Tsawwassen, British Columbia;

And Whereas; the Company has been awarded the contract to provide cleaning services at this location effective November 10, 2019;

And Whereas; the parties wish to facilitate a smooth transition of service providers at this location;

Be It Resolved;

1. The Company will make offers of employment to all current Employees of Dexterra working at the Tsawwassen Mills and will recognize their seniority.
2. The Company will recognize the Union's bargaining rights at this location and become a signatory to the collective agreement attached as Appendix A to this agreement.
3. The Company will honour vacation schedules that have been approved by the previous contractor.
4. The Company acknowledges that it is the successor employer to Dexterra at Tsawwassen Mills.

Signed in the Province of British Columbia, this 22nd day of January, 2020.

Alpine Building Maintenance, Inc.

SEIU Local 2

Hari Johal

Tom Galivan

Service Employees International Union,
Local 2, Branch Local 244
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