

# **COLLECTIVE AGREEMENT**

**Between**

**SERVANTAGE SERVICES CORPORATION**

**And**

**THE ASSOCIATION OF BARGAINING  
AGENTS AT SERVANTAGE**

**(CAW-CANADA, LOCAL 3000  
& HOSPITAL EMPLOYEES UNION)**



**November 1, 2012 to October 31, 2015**

## **TABLE OF CONTENTS**

ARTICLE 1 - PURPOSE OF THE AGREEMENT .....	1
ARTICLE 2 - UNION RECOGNITION.....	1
ARTICLE 3 - RESERVATIONS TO MANAGEMENT.....	2
ARTICLE 4 - UNION SECURITY .....	2
ARTICLE 5 - HUMAN RIGHTS.....	5
ARTICLE 6 - GRIEVANCE PROCEDURE .....	6
ARTICLE 7 - ARBITRATION .....	9
ARTICLE 8 - SENIORITY .....	10
ARTICLE 9 - SUCCESSOR STATUS.....	14
ARTICLE 10 - JOB POSTING .....	14
ARTICLE 11 - HOURS OF WORK .....	15
ARTICLE 12 - OVERTIME RATES.....	17
ARTICLE 13 - PAYMENT OF WAGES.....	18
ARTICLE 14 - MEAL TIME AND COFFEE BREAKS.....	18
ARTICLE 15 - STATUTORY HOLIDAYS.....	19
ARTICLE 16 - ANNUAL VACATIONS .....	21
ARTICLE 17 - LEAVES OF ABSENCE .....	23
ARTICLE 18 - MEDICAL .....	25
ARTICLE 19 - UNION HEALTH AND WELFARE PLAN.....	25
ARTICLE 20 - DISCIPLINE .....	27
ARTICLE 21 - OCCUPATIONAL HEALTH AND SAFETY.....	28
ARTICLE 22 - WORKLOADS - NO SPEED-UPS - NO REDUCTION IN HOURS.....	31
ARTICLE 23 - GENERAL PROVISIONS .....	32
ARTICLE 24 - DURATION OF AGREEMENT .....	33
ARTICLE 25 - CLASSIFICATIONS AND JOB DESCRIPTIONS .....	33
ARTICLE 26 - WAGES AND NEW CLASSIFICATIONS .....	36
ARTICLE 27 - TEMPORARY CATEGORY.....	37
APPENDIX "A" - WAGE RATES.....	39
APPENDIX "B" - PREMIUMS .....	40
LETTER OF UNDERSTANDING #1.....	42
RE: DISTRIBUTION OF UNION LITERATURE.....	42
LETTER OF UNDERSTANDING #2.....	44
RE: CONTRACTING OUT OF WINDOW CLEANING .....	44
LETTER OF UNDERSTANDING #3.....	46
RE: AIRPORT CONTRACT AND SENIORITY .....	46
LETTER OF UNDERSTANDING #4.....	48
RE: SERIOUS EMPLOYMENT OFFENCES SUBJECT TO IMMEDIATE DISCHARGE .....	48
LETTER OF UNDERSTANDING #5.....	50
RE: BUMPING INTO THE AIRPORT .....	50
LETTER OF UNDERSTANDING #6.....	52
RE: NEW CONTRACTS IN THE FRASER VALLEY .....	52
LETTER OF UNDERSTANDING #7.....	54
RE: NEW CONTRACTS WITH ACUTE CARE FACILITIES. ....	54

LETTER OF UNDERSTANDING #8.....	56
RE: OVERTIME BEING OFFERED IN OTHER BUILDINGS .....	56
LETTER OF UNDERSTANDING #9.....	58
RE: DAYTIME CLEANING .....	58
LETTER OF UNDERSTANDING #10.....	60
RE: CORRESPONDENCE .....	60
LETTER OF UNDERSTANDING #11 .....	62
RE: CHANGES IN PROVINCIAL MINIMUM WAGE.....	62
LETTER OF UNDERSTANDING #12.....	64
LETTER OF UNDERSTANDING – TRANSIT PASSES .....	64
LETTER OF UNDERSTANDING #13.....	66
LETTER OF UNDERSTANDING – TEAM CLEANING.....	66
LETTER OF UNDERSTANDING #14.....	68
LETTER OF UNDERSTANDING – FOOD FAIR ASSISTANT .....	68

## **ARTICLE 1 - PURPOSE OF THE AGREEMENT**

- 1.01** 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.

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

## **ARTICLE 2 - UNION RECOGNITION**

- 2.01** (a) The Employer recognizes the Union as the sole and exclusive bargaining agency for its employees, as defined in Article 2.02 hereof, for the purpose of determining working conditions and conditions of employment.
- (b) For greater certainty, no employee shall be compelled to or allowed to enter into any individual contract or agreement with his/her Employer concerning the conditions of employment varying the conditions of employment contained herein; and
- (c) No employee shall be asked to make a written or verbal agreement with the Employer covering hours of work, wages or conditions during the life of this agreement which is a contravention of this agreement.
- 2.02** The term "employee" as used in and for the purpose of this Agreement shall include all employees of the Employer who are covered by the certification issued by the Ministry of Labour.
- 2.03** (a) Persons whose regular jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit or on any jobs for which the bargaining unit has established a classification and wage rate except for the purposes of instruction or except in circumstances beyond the control of the Employer.
- (b) Refusal on the part of Union members to work with non-union personnel who are in violation of Article 2.03(a) shall not be a breach of this agreement.

### **2.04 Work Retention and Protection Against Contracting Out**

The Employer agrees that all work coming under the jurisdiction of the Bargaining Unit, either directly or indirectly under Contract or Sub-Contract, shall



be performed by employees who are members of the Union, in accordance with this agreement.

### **ARTICLE 3 - RESERVATIONS TO MANAGEMENT**

- 3.01** (a) Subject to the terms of this Agreement, the Employer shall have the right to hire, direct, transfer, promote, layoff; discharge, suspend or otherwise discipline an employee for just and reasonable cause.
- (b) The Company will provide to the Union upon written request a list of employees who have notified the Company in writing of their wish to transfer to another job site. The Company will endeavour to only transfer employees on a voluntary basis. Where there is a need for an involuntary transfer, the Company will notify the Chief Shop Steward and will meet with the Union without undue delay if requested in an attempt to resolve the situation.
- 3.02** The Union further recognizes the right of the Employer to operate and manage its business in all respects subject to the terms of this agreement.
- 3.03** The Employer also reserves the right to supplement and alter from time to time reasonable rules and reasonable regulations to be observed by the employees, said regulations and rules not being inconsistent with the provisions of this Agreement.

The Company 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 Company bulletin boards.

### **ARTICLE 4 - UNION SECURITY**

- 4.01** (a) The Employer agrees to deduct once each month, from the earnings of each employee covered by this agreement, upon receipt of an authorization signed by each employee, such sum by way of initiation fees, monthly dues, dues in arrears, fines, and/or assessments, as may be fixed by the Local Union. The total amount so deducted with an itemized statement of same in duplicate shall be forwarded to the Union within five days of said deduction and in the manner provided for in Sub-Section (b) hereof. The money so collected shall be put into a separate account to be used solely for the purposes of depositing Union dues.
- (b) Union dues will be remitted via direct deposit to the Local Union.
- (c) The Union agrees to give two (2) month's notice to the Company of any change in Union dues referenced in Article 4.01 (a).

**4.02** As a condition of employment each employee in accordance with the National Union Constitution and Local Union Bylaws must maintain Union Membership in good standing and each employee will be required to sign the prescribed authorization form authorizing the Employer to implement the provisions of Section 4.01(a) hereof. An employee failing to abide by the provisions of this Article shall be terminated with seven (7) days of such notification.

**4.03 Access by Union Representatives**

Whenever possible authorized Union representatives, with notice in writing to the employer shall be given access to the Employer's job sites to meet with the Shop Steward about a grievance or other official Union business relating to this agreement provided that the meeting does not interfere with the employee's work or progress at the site.

**4.04 Consultation with Union; Prior to Certain Changes**

The Employer agrees to consult with the Union, prior to discharging, laying off, or bumping an employee or promoting any employee. If the Employer fails to consult with the Union the Employer agrees the Union shall have the right to nullify any changes made until such consultation has taken place.

**4.05 Information for the Union**

The Company will supply the Chief Shop Steward and the Local Representative with the following information at least once every ninety (90) calendar days:

- (a) Employees who acquired seniority during the period;
- (b) Employees transferred into or out of the bargaining unit during the period;
- (c) Employees on leave of absence for more than two (2) weeks of the period;
- (d) Employees on medical leave, maternity or parental leave, and/or Workers' Compensation during the month and the date of the occurrence and the expected date of return to work, if known;
- (e) Employees on light duties, modified work or other accommodation;
- (f) Employees on layoff at the end of the period;
- (g) Employees who have lost seniority during the period;
- (h) Employees who have been discharged or who have quit during the period;
- (i) Any new rules or policies implemented by the Company during the period;

- (j) All employees' dates of hire, employment status, classification, hourly rate, work site, building location, and any premiums.
- (k) In addition to the above and upon written request, the Company will provide the following information to the Local or National Representative for all bargaining unit employees:
  - (i) Name
  - (ii) Address with postal code
  - (iii) Telephone number

#### **4.06 Authorized Representatives**

The Union will provide the Company with a list of current authorized representatives including shop stewards whenever changes occur and/or upon written request from the Employer.

#### **4.07 Paid Education Leave**

Effective upon ratification, the Company agrees to pay on a monthly basis into a special fund one cent (\$0.01) per hour, per employee for all hours worked for the purpose of providing paid education leave. This contribution will be increased to two cents (\$0.02) per hour effective May 1, 2011.

The purpose of such leave will be to upgrade employee skills in all aspects of trade Union functions. Such monies will be paid into a trust fund established by the National Union, CAW, and forwarded by the Company to:

CAW Paid Education Leave Program  
205 Placer Court  
Toronto, Ontario M2H 3H9

The Company agrees that members of the bargaining unit selected by the Union to attend such courses will be granted a leave of absence without pay for twenty (20) days class time, plus travel time where necessary. Employees on such leave of absence will continue to accrue seniority and benefits during such leave.

#### **4.08 Chief Shop Steward**

The Union will select and the Company shall recognize one (1) Chief Shop Steward who shall be a Servantage employee. The Chief Shop Steward shall attend to Union business as required and shall be automatically booked off work on Union leave with pay by the Company on the days that they request for twenty (20) hours per week and as necessary for the administration of the collective

agreement and shall be given access to all branches and buildings and offices for these purposes (subject to any bona-fide client security requirements). The Chief Shop Steward shall be permitted to attend all meetings related to bargaining unit members if requested.

The Chief Shop Steward shall not be laid off or have any reduction or freezing in hours, pay, seniority or any other benefit during their term of office. The Company agrees that the Chief Shop Steward shall receive all existing benefits as per their classification and will be paid while booked off on Union leave based on their hourly classification rate plus any premiums that he or she normally earns.

The Chief Shop Steward will advise the Company of their intended automatic weekly Union hours for the following month on a monthly basis.

## **ARTICLE 5 - HUMAN RIGHTS**

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

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

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

- (a) Words or physical contact which might seem like "making a pass". This includes hugging, patting or even putting an arm around someone's shoulders.
- (b) Jokes, cartoons, nicknames or comments that have to do with sex, the body, race, colour, national origin, religion, age, or handicap.

- (c) Saying or implying to any employee that refusing or accepting a date or social invitation could affect promotion, work assignment, employment, or other work conditions.
- (d) Treating any employee differently because of their sex, race, colour, national origin, religion, age, or handicap, whether more strictly or less.
- (e) Dating, romantic or other personal relationships with employees under his/her supervision.

**5.03** It is agreed between the Parties that it is the managers, supervisors and/or forepersons and Union responsibility to inform all employees that:

- 1. Any employee who believes they have been sexually or otherwise harassed should immediately report the situation to the Branch Manager and Union who will investigate without delay.
- 2. Employees are guaranteed protection from retaliation or reprisal because of reporting, and all reports will be kept confidential.

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

**5.05 Harassment and Discrimination Training**

- (a) Once per calendar year, the Company will hold paid harassment and discrimination training programs of at least one (1) hour in duration for those employees who have not yet received such training.
- (b) Representatives from the Union will be permitted to attend all of these sessions and participate in the discussion at no cost to the Company.
- (c) Refresher courses on harassment and discrimination for individuals and/or groups will be scheduled as required.

**ARTICLE 6 - GRIEVANCE PROCEDURE**

**6.01 Preamble**

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

must be processed in accordance with the following steps, time limits and conditions.

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

(a) **Disclosure**

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

(b) **Discussions with an Employee**

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

(c) **Representation**

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

(d) **Processing of Grievances**

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

(e) The Union will encourage employees to use the payroll inquiry line to answer questions where applicable.

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



**(g) Joint Investigations**

In circumstances involving conflicts between employees the parties generally support the concept of joint investigations. In the conduct of such joint investigations the parties agree to make themselves available to participate in a timely fashion and to share information as soon as possible after the precipitating event.

Notwithstanding the joint investigation of such conflicts, management reserves the right to manage and the union right to represent its members.

**6.02 Steps of the Grievance Procedure**

**STEP 1**

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

**STEP 2**

Notwithstanding these attempts, the parties agree written grievances signed by the grievor, indicating the article of the collective agreement alleged to have been violated shall be submitted by the Union to the Employer within two calendar weeks of the circumstances giving rise to the grievance.

Group grievances, Union grievances, Management grievances or policy grievances shall also be submitted in writing at this stage and within two (2) calendar weeks of the occurrence of the circumstances giving rise to the grievance.

**STEP 3**

Within three (3) working days (Monday – Friday) the Employer and the Union will arrange a meeting with the grievor, no more than two authorized Union representatives and no more than two authorized Employer representatives. The number of representatives may differ if otherwise agreed to by both parties. This meeting shall be held during the office hours of the Employer (9 am – 5 pm Monday – Friday) unless mutually agreed to do otherwise. At this Step 3 meeting, an earnest effort shall be made to settle the matter. The Employer shall have ten (10) working days' time after the meeting to issue a final written response to the grievance.

## **STEP 4**

The parties agree that in order to bring about closure to grievances, the Union shall have one calendar month from the date of the Employer's final written response to advise the Employer of any grievance advanced to mediation or arbitration. Any grievance not resolved or advanced within this time frame shall be considered withdrawn on a without prejudice and without precedent basis.

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

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

### **6.03 Section 103 of the Labour Relations Code**

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

- i) investigate the difference;
- ii) define the issue in the difference; and
- iii) make written recommendations to resolve the difference within five (5) days of the date of receipt of the request; and, for those five (5) days from that date, time does not run in respect of the grievance procedure.

## **ARTICLE 7 - ARBITRATION**

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

- (a) The Parties agree that a single arbitrator shall be used.
- (b) The name single arbitrators for this agreement shall be:
  - 1. Jim Dorsey
  - 2. Nicholas Glass
  - 3. John Hall

who shall be selected in alphabetical order on a rotating basis.

- (c) The arbitrator shall hear the Parties, settle the terms of the question to be arbitrated, and make his/her award within ten (10) days from the day of the hearing. This time limit may be extended by the mutual agreement of the Parties.
- (d) The decision of the arbitrator shall be final and binding on both Parties.
- (e) Each Party shall bear half (1/2) the cost of the arbitrator.
- (f) The arbitrator shall not be vested with power to change, modify or alter any of the terms of this contract.

## **ARTICLE 8 - SENIORITY**

### **8.01 Seniority - Defined**

- (a) The Employer agrees seniority shall be determined by an employee's length of continuous service with the Employer.
- (b) Employees working in the health service sector shall have separately seniority.

### **8.02 Probationary Period - Defined**

Seniority of each employee covered by the Agreement will be established after a probationary period of three hundred (300) hours in any six (6) month period and backdated to his/her date of hire. The Employer shall have sole discretion in the termination of a probationary employee.

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

### **8.03 Seniority Lists**

The Employer shall prepare a seniority list of all employees and present to the Union within thirty (30) days of the signing of the Agreement. This list will be posted for a period of sixty (60) days, and will establish the seniority, regular rate and classification of an employee who does not protest his/her status in writing, within the said sixty (60) days. Said lists will commence with the most senior employee, carry on downwards to the most junior employee, and contain the following information:

- (a) employee's name and the location the employee is currently working at;

- (b) employee's starting date;
- (c) employee's length of service in years;
- (d) employee's regular classification and regular rate of pay;
- (e) probationary employees will also be shown on the list (if computer space is available);
- (f) day shift positions.

It is agreed supervisors will carry an abbreviated seniority list of employee names and hire dates. The list will be available for viewing on request by an employee.

#### **8.04 Seniority List – Additional**

##### **(a) Monthly Seniority List**

The Company agrees to furnish to the Union, the first of the month following, a Seniority List as described in Article 8.03.

##### **(b) Hours Worked Information**

The Company also agrees to furnish to the Union, upon request, hours worked by any employee on any given day, week, month or year.

- (c) In addition to the regular seniority list, the Company will provide the HEU servicing representative with a separate seniority list on a monthly basis outlining the seniority broken down by each site that is serviced by the HEU.

#### **8.05 Seniority will be Maintained and Accumulated During**

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

#### **8.06 Seniority will be Maintained and Accumulated During**

Periods spent outside the Bargaining Unit but not more than three (3) months.

#### **8.07 Seniority Standing will be Cancelled if an Employee**

- (a) voluntarily leaves the employ of the Employer;
- (b) is discharged for just and reasonable cause and not reinstated under the terms of this Agreement;
- (c) is recalled to work and does not report within seventy-two (72) hours of receiving notice by registered mail, except as provided for in 8.11(b), at the last known address, except when by mutual agreement between Employer and Union failure to report within the specified time limit was unavoidable;
- (d) loses seniority because of the effect of Article 8.05(b), 8.05(d) or Article 8.06.

#### **8.08 Seniority Principle**

- (a) The Parties recognize that job opportunity and job security should increase in proportion to length of service. It is agreed that the term "security" as used herein, shall have reference to an employee's right to be considered for a job based upon his/her length of service with the Employer and his/her ability to fulfil the job requirements.
- (b) Seniority Principle - All transfers, filling of vacancies, layoffs, and re-hiring after lay-offs, will be based on seniority providing he/she has the sufficient ability to fill the job requirements.

#### **8.09 Notice of Layoff from Work**

The Employer agrees to give an employee two (2) weeks notice of layoff or pay in lieu thereof unless that employee has been bumped by a more senior employee.

#### **8.10 Layoff Procedure**

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

- (a) Layoffs shall be on the basis of Employee seniority applied by classification. The Employer agrees the last to be hired shall be the first to

be laid off and the last to be recalled from layoff. In addition a more senior employee vulnerable to layoff because the Employer loses a building maintenance contract may exercise his/her right to bump the least senior employee in an identical or lower paying classification within the same shift (day or night) where practicable in the bargaining unit with the same amount of hours worked. The senior employee exercising his/her right to bump will do so in accordance with the principles established in Article 8.08 of this Agreement and must give the Employer seventy-two (72) hours notice of his/her intention to bump.

**(b) No Bumping between B.C. Place Stadium and Other Units**

The Parties agree that no "bumping" shall occur between employees assigned to work at B.C. Place Stadium. Layoffs and recalls from layoffs are administratively separate as per past practice.

- (c) The Union and the Employer agree to meet to ensure that every effort is made so that seniority as outlined herein is adhered to in layoff, recalls, and bumping prior to their implementation.
- (d) In order to ensure a senior employee's working life does not suffer too great a disruption the following principles shall be adopted:
  - (1) The senior employee may first exercise the right to bump within his/her geographical work location.
  - (2) Should no suitable selection be available the employee may bump to an adjacent geographical work area.

For the purpose of the foregoing geographical work areas shall be defined as follows:

- (i) Burnaby - New Westminster
  - (ii) Downtown Vancouver
  - (iii) North Vancouver
  - (iv) South Vancouver - Richmond
  - (v) Surrey
  - (vi) other areas as mutually agreed to between the Parties.
- (e) Except as provided in (f) below, the Parties agree that no bumping shall occur between employees assigned to work at new job sites/contracts awarded during the term of this agreement with a total of fifty (50) or more permanent positions and the Company's other existing locations/contracts.



Layoffs and recalls from layoffs are administratively separate.

- (f) An employee who was hired prior to the date of ratification and is laid off and cannot bump anywhere else may exercise their seniority rights to bump the least senior employee in the same classification in a new job site or contract with a total of fifty (50) or more permanent positions job sites/contracts awarded during the term of this agreement.

#### **8.11 Recall Procedure**

- (a) Recalls shall be by seniority and by classification.
- (b) A recalled employee shall be notified by registered mail at the last known address of the employee. The recalled employee shall have seventy-two (72) hours after receipt of the registered notice to report to work except when by mutual agreement between the Employer and the Union failure to report within the specified time limit was unavoidable. If the employee refuses the offer of permanent employment of more than 30 hours/week of work, his/her termination will be issued and the union shall be so advised.
- (c) It shall be the employee's responsibility to keep the Company informed of his/her current telephone number and mailing address. The above applies to all recalled employees.
- (d) Notwithstanding the foregoing, an employee on the recall list has the right to refuse recalls to work of less than 30 hours/week during his/her period of layoff.

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

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

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

- 10.01** The Employer agrees to post **all** job vacancies created by the termination (voluntary or involuntary) of an employee **and any new positions**. Job postings shall be **announced on a job posting telephone line that employees can call in to** and an employee shall have five working days to submit a bid for a posted job. Selection to fill a job shall be based on the principle established in Article 8.08(b) of the collective agreement **and the successful applicant shall begin**

**their new position no later than thirty (30) days following the close of the posting.**

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

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

- 11.01** The normal straight time hours of work for all employees, shall conform with the following guidelines:

- (a) not more than eight (8) hours in any one (1) day.
- (b) not more than five (5) consecutive working days in any seven (7) day period.
- (c) not more than forty (40) hours in any five (5) working day period.

- 11.02** Time worked beyond the hours shown in 11.01 above, shall be paid at the Overtime Rate. Overtime authorization forms shall be received by an employee not later than their next shift worked.

- 11.03** An Employee, who works at more than one location outside a five (5) block radius on any day, shall be paid from the time they commence their first job until they have completed their last job. In addition, an employee shall be paid a premium of twenty-five (25) cents per hour from the commencement of their second job to the completion of the last job.

- 11.04** Employees commencing work at the instance of the Employer shall receive a minimum of four (4) hours pay unless the employee leaves on his/her own accord.

- 11.05** When any employee is required to report to work, they shall be paid four (4) hours wages if there is no work available.

- 11.06** The standard work "day" shall commence at 12:01 a.m. and end at 12:00 midnight. A shift beginning on one "day" and continuing into the next "day" shall be considered as work performed on the "day" on which the shift commences.

### **11.07 Allocation of Shifts and Hours Within a Building**

The allocation of shifts and hours of work shall be done by seniority in accordance with classifications at each building site. However, a "bump" in accordance with Article 8.10 shall take precedence over this provision.

### **11.08 Postings of Schedule**

The Employer shall post a schedule of work at the employee's normal work location, wherever possible. This Schedule shall show the employee's name, the employee's starting and finishing times, the days to be worked and the days off. The Employer shall give the employee seventy-two (72) hours notice of a change of Schedule except in a case of an emergency.

### **11.09 Return to Work**

An employee who is absent from work because of a Leave of Absence (**as set out in Article 17**), Compensation Claim, Illness, or Annual Vacation, shall be returned to the job 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.

Where the conditions of an employee's job, change, such as an increase or reduction in workload, and/or hours, the Employer shall inform the employee and the Union of such changes, and shall offer work at another location; and such work shall be of a nature that is equal to or better than the job the employee previously held.

An employee who is absent due to illness or injury for more than two (2) weeks must provide the office with an acceptable Medical Certificate clearing that person fit to return to work.

**11.10** Split Shifts shall only be worked by mutual agreement between the Employer and the Union.

**11.11** Where Time Clocks are used all employees shall have access to them at all times.

### **11.12 Exchange of Shifts**

Employees in the health care facilities will be permitted to exchange shifts with seventy-two (72) hours notice provided written authorization is received from the Company. Such authorization shall not be unreasonably withheld. Any exchange of shifts in health care facilities will not attract overtime.

## **ARTICLE 12 - OVERTIME RATES**

**12.01** The following rates shall be paid for Overtime worked by all employees other than Window Cleaners:

- (a) The first two (2) hours worked in excess of eight (8) in any one (1) day, one and one-half (1 ½) times the regular rate.
- (b) For all hours worked in excess of ten (10) hours worked in any one (1) day, two (2X) times the regular rate.
- (c) For all hours worked up to four (4) on the Sixth (6th) day of their work week, one and one-half (1 ½) times the regular rate. For all hours worked in excess of four (4), two (2X) times the regular rate.
- (d) For all hours worked on the Seventh (7th) day of their work week, two (2X) times the regular rate.

**12.02** The term "Sixth Day", as used in this Agreement shall be employee's first (1st) scheduled day off in the employee's work week.

**12.03** The term "Seventh Day", as used in this Agreement shall be the employee's second (2nd) scheduled day off in the employee's work week.

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

### **12.05 Overtime by Seniority**

All Overtime shall be voluntary. All overtime shall be allocated on the basis of Seniority applied on a Classification basis at each job site provided the employees have advised the supervisor in writing of their availability.

In the event of a breach of this provision, the Union will notify the employer as soon as possible. Any remedy of a breach of this provision will be limited to offering to the employee the next available overtime opportunity under this provision.

### **12.06 Overtime Meal and Transportation**

In the event an employee works three (3) hours or more of unscheduled overtime in one day, a meal will be provided by Employer. The Employer will ensure safe transportation to the employee's place of residence.

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

- 13.01** All permanently placed employees shall be paid every second week every second (2<sup>nd</sup>) Thursday for all wages up to and including the previous Thursday (5 days to process). All on-call, casual employees may be paid every second Thursday for all wages up to the previous Wednesday (6 days to process).

When a Statutory Holiday lands on these pay days, pay cheques shall be available on the day before.

- 13.02** 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 regular 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.
- 13.03** Any employee who voluntarily leaves the employ of the Employer, shall receive all wages due in full, including General and Holiday Pay, and the Record of Employment, within five (5) office working days of such voluntary termination.
- 13.04** Any employee who is terminated by the Employer for any cause whatsoever shall receive within twenty-four (24) hours of such termination all wages due to said employee including Overtime, all General or Proclaimed Holiday Pay, Annual Vacation Pay, and the employee's Record of Employment.
- 13.05** The Employer agrees to correct valid shortages in pay within eight (8) days after it has been reported to the Company in writing.

### **13.05 Vacation Pay Accrual**

**The Employer shall provide a full update on the status of each employee's vacation entitlement in March and November of each year. The Employer shall also ensure that employees will receive an individual update on their previous anniversary year earnings, vacation pay accrual, number of days of eligible vacation, and amount and time remaining at the time that they go on vacation each year.**

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

- 14.01** Each employee, having a work day of five (5) hours or more shall have a lunch period of one-half (1/2) hour. This period may be extended to no more than one (1) hour upon proof of client service requirements at a particular location being supplied to the Union.
- 14.02** Employees, who are required to be on telephone call, or to perform work of any kind during their lunch period, shall be paid wages for the lunch period.

**14.03** Employees shall be entitled to, and take rest periods in excess of their lunch period, with no deductions from wages, in accordance with the following schedule:

- (a) Employees working four (4) hours and less than seven (7) hours, one (1) fifteen (15) minute rest period.
- (b) Employees working seven (7) hours or more, two (2) fifteen (15) minute rest periods.
- (c) The onus shall be on the Employer that proper breaks are taken and paid for.

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

**15.01** The following General Holidays shall be recognized by the Employer:

New Year's Day	Remembrance Day
Commonwealth Day	Thanksgiving Day
Labour Day	Good Friday
Christmas Day	Boxing day
B.C. Day	Canada Day
Family Day	

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

**15.02** Employees who have established Seniority in accordance with Article 13, and who worked the last scheduled working day within seven (7) days previous to the General or Proclaimed Holiday and who have worked the first (1st) scheduled working day within seven (7) days following the General or Proclaimed Holiday, shall receive their regular day's wages for the said Holiday.

**15.03 Payment for Work Performed on Holidays**

- (a) For all hours worked on a General or Proclaimed Holiday named in Article 15.01, the employee shall be paid at two (2X) times the rate of pay for all hours worked, in addition to any other compensation described in Article 12.
- (b) However it is agreed that part time employees working less than four (4) days per calendar week are to be paid overtime (1½) rates for work performed on a Statutory Holiday as per past practice.



- (c) Where non-emergency work is performed on a Statutory Holiday it shall be offered on the basis of seniority among the regular employees normally employed at the particular location.
- (d) Subject to operational requirements, the Employer shall make every effort to schedule either Christmas Day or New Year's Day off for employees so requesting.
- (e) Where an employee who works five (5) shifts/week is required by the employer to work on a statutory holiday, the Employer will make every effort to schedule the employee's day off in lieu of as an addition to the employee's two (2) regularly scheduled days off.

**15.04** In the event of a General or Proclaimed Holiday falling on an Employee's regular day off, then the Employee shall receive:

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

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

**15.06** In the event 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.

#### **15.07 No Shift Changes to Avoid Overtime Payment**

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

#### **15.08 Client Holidays**

Where an employee(s) is working at a job site, and such job closes for a General or Proclaimed Holiday and the employee(s) working on such job site are instructed by their Employer not to report for work on such days, the employee(s) involved shall receive their regular day's wages for such shut down except in the case of a shut down beyond the control of the Client and/or Employer.

## **ARTICLE 16 - ANNUAL VACATIONS**

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

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

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

**16.02** If the employee has completed six (6) months' service they may take one (1) week's vacation, based on four percent (4%) of said employee's gross earnings.

**16.03** An employee who has completed one (1) year's employment as of the employee's Anniversary Date, shall receive and take a vacation that year and each year thereafter of two (2) weeks with pay based on four percent (4%) of said employee's gross earnings for the past year; EXCEPT

**16.04** An employee who has completed four (4) year's employment as of the employee's Anniversary Date, shall receive and take a vacation that year and each year thereafter of three (3) weeks with pay based on six percent (6%) of said employee's gross earnings for the past year; EXCEPT

**16.05** An employee who has completed ten (10) years' employment as of the employee's Anniversary Date, shall receive and take a vacation that year and each year thereafter of four (4) weeks with pay based on eight percent (8%) of said employee's gross earnings for the past year.

**16.06** A vacation bonus of \$225.00 shall be paid at the time of vacation to each full time employee upon attaining twenty (20) years of service, and on each year thereafter while maintaining full time employment.

**16.07** The Employer shall pay the vacation pay to the employee on a separate cheque, designated as Annual Vacation Pay, and shall include a statement showing the gross wages earned during the year, the percentage of entitlement, the number of weeks of entitlement, the date of the period of vacation covered, and a complete list of deductions, if any.

**16.08** Payment of vacation pay shall be made at least seven (7) days prior to the employee's vacation.

**16.09** An employee leaving the employ of the Employer for any cause whatsoever, shall receive vacation pay in accordance with said employee's length of employment, as provided for in this Article.

**16.10** Should a Statutory Holiday occur on a normal work day while an employee is on annual vacation, he/she shall receive an additional day off with pay.

**16.11 Vacation Time - Pro Rated**

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

**16.12 Vacation Scheduling**

Vacation scheduling shall be arranged during the month of March of each year in accordance with seniority within a classification and location. The vacation schedule shall be posted by March 1st of each year and confirmed by April 1st. It is agreed that not more than two (2) employees in each classification and location shall be away on vacation at any one time, unless otherwise mutually agreed to. Each employee's schedule shall not be altered unless by mutual written consent of the Employer and the employee. Employees who do not apply for vacation periods until after April 1st will be fitted into the remaining available vacation times on a "first come, first served" basis. Employees may schedule their vacations a week at a time. The Employer agrees to consult with the Area Shop Steward on an ongoing basis to facilitate vacation scheduling.

All vacation arrangements and requests will be made on a form supplied by the Employer. The form will be signed by the supervisor with a copy of the receipt given to the employee. The completed Employee Vacation Request Response will be returned to the employee within four (4) weeks.

**16.13** The Employer agrees to replace the employee(s) who are away on vacation.

**16.14** Notwithstanding the above, an employee may bank some or all of their vacation time and pay for a maximum of three (3) years for the explicit purpose of taking an extended vacation but shall not be allowed to take vacation pay without a commensurate time period off work.

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

### **17.01 Leave for Union Business**

- (a) If any employee of the Employer should be elected to act as a delegate for the Union or to perform any Union business, he/she shall be allowed reasonable leave of absence without pay provided that a request is made in writing to the employer with seven (7) working days notice. It is agreed that the Company will make every effort to grant up to three (3) employees such leaves in increments of four (4) hours or more.
- (b) If any employee of the Employer should be elected to serve the Union on a full-time basis, he/she shall be considered, upon sufficient notification, to be on leave of absence without pay. He/she shall be re-employed at the same type of work which he/she performed prior to his/her leave of absence, and with seniority accumulated, provided that not more than two (2) employees be absent at any one time.
- (c) Employees on leave pursuant to this Article who are away from work to fulfill Union functions for a minimum period of six (6) months, will receive, if needed at the time of their return to work, sufficient on the job training in line with the training requirements of their classification and position in order to be re-familiarized and to perform their tasks adequately.

### **17.02 Paid Bereavement Leave**

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

### **17.03 Compassionate Leave (Unpaid)**

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

### **17.04 Personal Leave**

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

### **17.05 Jury Duty**

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

### **17.06 Pregnancy and/or Parental Leave**

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

### **17.07 Leave to Vote**

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

### **17.08 Leave for Citizenship**

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

### **17.09 Family Responsibility Leave**

- (a) An employee is entitled to up to five (5) days of unpaid leave during each employment year to meet responsibilities related to the care, health or education of a child in the employee's care, or the care or health of any other member of the employee's immediate family. Requests for leaves of absence for periods exceeding five (5) days in total each year for this purpose shall not be unreasonably withheld.
- (b) An "immediate family member" is defined as the spouse, child, parent, guardian, sibling, grandchild or grandparent of an employee, and any person who lives with an employee as a member of the employee's family. It includes common-law spouses, step-parents, and step-children, and same sex partners and their children as long as they live with the employee as a member of the employee's family.

## **ARTICLE 18 - MEDICAL**

### **18.01 Eligible Employee**

- (a) Employees will be covered for MSP - B.C. coverage on the first of the month following the attainment of at least **one thousand and forty (1040)** hours worked and thereafter provided the employee maintains an average of two hundred and forty (240) paid hours averaged over three (3) calendar months and provided the employee has signed the necessary sign-up card. Due to B.C. Medical Plan rules, an employee's coverage begins the first of the month following the employee's sign-up authorization.

**Note: the changes outlined in 18.01 above will apply only to employees hired after November 1, 2012.**

(b) **Company Obligation**

The Company agrees to distribute the necessary sign-up forms supplied by CHIPS to be completed by employees.

(c) **The Union's Health and Welfare Obligations**

Provided the Company has remitted contributions for the B.C. Medical Plan for the eligible employees described above in accordance with 19.03 of this Agreement, the Union Health and Welfare Plan shall ensure B.C. Medical Plan coverage for the enrolled eligible employees.

## **ARTICLE 19 - UNION HEALTH AND WELFARE PLAN**

**19.01** Eligible employees shall be covered by the Canadian Health Insurance Plan Services (CHIPS).

**19.02 (a)** Effective upon ratification, the Employer shall pay **one hundred percent (100%) of the costs of required to provide the CHIPS Health and Welfare benefit plan to eligible employees.**

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

(c) The Employer will not pay the Health and Welfare premiums until employees have successfully achieved five hundred and fifty (550) hours. Employees will not qualify for the Health and Welfare benefits until they have successfully achieved **one thousand and forty (1040)** hours of employment.



- (d) The Parties agree that the Health Care Benefit Plan coverage levels will not be increased during the term of the Agreement without the prior written consent of the Company.
- (e) CHIPS will cover all benefits under Articles 18 and 19. There will be no employee deductions for coverage of MSP - B.C.

**Note: the changes outlined in 19.02 (c) above will apply only to employees hired after November 1, 2012.**

### **19.03 Payment of Contributions**

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

### **19.04 Employer Statement**

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

### **19.05 Failure to Remit**

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

### **19.06 Investigation of the Employer's Payroll Records**

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

### **19.07 Access to Experience of Health and Welfare Plan**

The Union agrees to provide the Employer the experience ratings of its employees as a group under the various benefits provided by the CHIPS Plan at

least annually on or before September 1st of each year and/or upon written request from the Company.

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

## **ARTICLE 20 - DISCIPLINE**

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

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

### **20.03 Union Representation at Investigative and Disciplinary Meetings**

- (a) A Shop Steward will be present at all investigative or disciplinary meetings and no discipline will be levied without a Shop Steward present.
- (b) If in the course of a normal interview or meeting it is determined that there may be grounds for disciplinary action, the interview shall be adjourned to permit a Shop Steward to be made available to represent them at a related meeting prior to proceeding.
- (c) The employee and their Shop Steward attending the investigative and disciplinary meetings shall receive the applicable rate of pay for all time spent in attendance at such meetings.
- (d) Documentation with respect to complaints received from a building tenant about an employee's work shall be shown to that employee at the earliest possible time following receipt of the complaint. The Employer agrees to normally limit the number of supervisors to two (2) during the initial levying of discipline.
- (e) Where an employee requests a Shop Steward who is not on duty to represent them at investigative and disciplinary meetings, the Company will consider the request and may allow the meeting to be rescheduled at a later date, but not more than seven (7) days later. Such requests shall not be unreasonably denied provided there shall be no additional costs to the Company as a result of the rescheduling and if the Company will not be prejudiced by the delay. If the Steward of an employee's choice is not available, or if the Company decides it must proceed, the Chief Shop Steward will be contacted to provide alternate representation.

**20.04** No complaint shall be recorded against him/her at any time unless said employee and the Union are advised accordingly in writing within ten (10) working days of

the Employer's knowledge of the incident or occurrence, giving rise to the complaint.

- (a) Any complaint recorded against an employee shall automatically be cancelled after six (6) months and may not be held against him/her thereafter unless another complaint for the same offence occurs.
- (b) Any mention of a suspension shall be cancelled after one (1) year, unless another suspension for the same offence occurs within twelve (12) months of the same former suspension. No mention of the suspension may be raised against the employee thereafter.

#### **20.05 Freedom of Information**

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

**20.06** Whenever an employee signs a document pertaining to discipline, he/she does so only to acknowledge that he/she has been notified accordingly.

**20.07** An employee, covered by this Agreement, shall have the right to refuse to cross a legal picket line, or to refuse to handle goods coming from behind a legal picket line, or to refuse to handle hot goods, as declared by the Union. Failure to cross a legal picket line or failure to handle such goods shall not be considered grounds for disciplinary action or otherwise, to be a violation of this Agreement.

#### **20.08 Union Button**

An employee may wear the Union button without being disciplined.

#### **20.09 Garnishee Protection from Discipline**

The Employer shall not discipline an employee who has a garnishee order placed against him/her.

### **ARTICLE 21 - OCCUPATIONAL HEALTH AND SAFETY**

#### **21.01 Safety and Health – Responsibility**

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

## **21.02 Compliance with Health and Safety Legislation**

The Employer shall comply with all applicable provincial and municipal health and safety legislation and B.C. Workers' Compensation Board regulations. All standards established under the legislation and regulations shall constitute minimum acceptable practice to be improved upon by agreement of the Industrial Health and Safety Committee or negotiations with the Union.

## **21.03 Right to Accompany Inspector**

When an inspection of the Operation is made by an Inspector authorized to enforce the Workers' Compensation Regulations, the Factories Act, or any act or regulations pertaining to industrial health or safety, a Union representative of the Safety Committee shall be included in the tour, and a copy of the Inspector's report shall be made available to the Safety Committee.

## **21.04 Safety Committee**

- (a) It is mutually agreed that a safety committee consisting of two (2) employees selected by the Union from each building **with ten (10) or more employees** will meet with equal representation selected by Management not less frequently than once a month. Monthly meetings shall be limited to four paid hours. Minutes of such meetings will be posted on the notice board and a copy forwarded to the Union office.
- (b) Employees shall be compensated at **applicable** rates of pay for time spent at safety meetings and at the **jointly recommended** Health and Safety Seminars (maximum three (3) days per year per committee member).
- (c) The Safety Committee and the Representatives thereof shall have full access to accident reports and other health and safety records in the possession of the Employer including records, reports, and dates provided to and by Workers' Compensation Board and the government or its agencies.

## **21.05 Right to Refuse**

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

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

**21.07** The Employer agrees to supply uniforms at no cost to the employee and, effective upon ratification, will pay each employee pay two cents (\$0.02) per hour for all hours worked to assist with the costs associated with cleaning of uniforms. **The current uniform shirts shall be changed to a comfortable, breathable cotton-blended material on a best efforts basis by January 1, 2013, or as soon as possible thereafter and employees shall be provided with a reasonable supply of uniforms to ensure that the uniforms will be in good repair and clean.**

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

#### **21.09 Day of Injury**

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.

**21.10** The Employer will ensure that an 'approved' first aid kit is supplied and maintained accessible in all vehicles and at all work locations.

#### **21.11 First Aid Attendants**

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

#### **21.12 Vacuum Equipment**

**The Employer shall proactively work with the Occupational Health and Safety Committee to reduce complaints related to vacuum equipment. It is recognized that safety concerns must be dealt with on a priority basis.**

Employees may request the choice of a push-pull vacuum or a backpack style vacuum and such requests shall be granted where possible. The Employer agrees to work toward increasing the availability of vacuum equipment choices.

### **21.13 Ergonomic Requirements**

- (a) The Company shall pay for the cost of Independent ergonomist Judy Village and Associates to consult with the Occupational Health and Safety Committee and then perform an ergonomic risk identification and assessment of two (2) major large buildings in relation to the use of vacuum equipment by November 1, 2013 in line with part 4.47 and 4.48 and any other applicable parts of the Occupational Health and Safety Regulations and other applicable safety legislation. The cost for this project shall not exceed fifteen thousand dollars (\$15,000.00). The Company and the Union will also approach WorkSafe BC and any other applicable agencies to determine if there is additional funding that can be used to help pay for or expand this project.
- (b) The Health and Safety Committee will address ergonomic concerns and training on an ongoing and priority basis and will work progressively toward improving the workplace/employee interface.

## **ARTICLE 22 - WORKLOADS - NO SPEED-UPS - NO REDUCTION IN HOURS**

### **22.01 No Speed-ups**

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

### **22.02 Workload Meeting**

The Employer agrees that they will hold a meeting a minimum of three (3) times per year for at least four (4) hours in each meeting to discuss workload concerns. The Chief Shop Steward and five (5) Union representatives shall attend this meeting on paid time at applicable rates. The Local Representative and Local President shall attend along with the Chief Operating Officer and Supervisors from each building in question.



## **ARTICLE 23 - GENERAL PROVISIONS**

**23.01** 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. The Union shall receive a sufficient number of copies to ensure collective agreement administration.

### **23.02 Letters of Understanding**

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

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

**23.04** The maximum number of Beginners shall not exceed one (1) Beginner to each three (3) Journeymen Window or Carpet Cleaners.

**23.05** The maximum number of Improvers shall not exceed one (1) Improver to each three (3) Journeyman Window or Carpet Cleaners.

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

### **23.07 Joint Consultation Committee**

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

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

- (b) The Union representatives on this Committee will include the Local President and/or Service Representative, the Chief Shop Steward, and one (1) Union representative from each of the three (3) largest buildings

and one (1) Union rep from the Health Care facilities. The Union members will be paid for their attendance at applicable rates.

- (c) The Union Committee members will be permitted to have one (1) hour prior to the meeting to caucus in preparation for the meeting.
- (d) Both parties shall supply the necessary information as requested by the Committee to perform its work adequately.

### **23.08 Training Costs**

The Employer will pay for the cost of any training that it requires the employees to take or to renew any certifications including the costs of the courses, fees, expenses, and lost wages. All employees will receive WHMIS training on paid time.

## **ARTICLE 24 - DURATION OF AGREEMENT**

- 24.01** (a) This agreement shall be in full force and effect from November 1, 2012 to and including October 31, 2015, and shall continue in full force and effect from year to year thereafter, subject to the right of either party to this Agreement within four (4) months immediately preceding the expiration (or immediately preceding the anniversary date in any year thereafter), by written notice to the other party, require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of the collective agreement, or a new collective agreement. The Company and the Union agree there shall be no strike or lock out for the duration of the Collective Agreement
- (b) Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike and such strike has been implemented or the Employer shall give notice of lockout and such lockout has been implemented, or the parties shall conclude a renewal or revision of the Agreement of a new collective agreement.

## **ARTICLE 25 - CLASSIFICATIONS AND JOB DESCRIPTIONS**

### **25.01 Light Duty Cleaner**

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

## **25.02 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.

## **25.03 Environmental Services Technician (E.S.T.)**

An employee who performs cleaning, vacuuming and disinfecting of all surfaces including counters, tables desks, ledges, railings, shelves, floors, floor coverings, walls, handles, doors, washroom fixtures, etc. removal of waste/recyclables in a patient and/or resident area and any other related duties.

## **25.04 Service Assistant (Food Fair)**

An employee whose duties include removing food debris, utensils, trays and garbage/recycling from tables, wiping of tables/trays, chairs and partitions, damp mopping, minor floor spills, stock local washrooms, gum removal and returning trays and any other related duties.

## **25.05 Food Service Assistant**

An employee who performs regular duties as outlined under Service Assistant and who is Food Safe certified to serve meals and whose duties include portioning and serving meals, washing and preparing fruit and vegetables, preparing simple food items such as tea, coffee and toast, washing dishes and utensils and any other related duties.

## **25.06 Cook**

An employee who is certified to perform duties including preparing assigned large quantity food items by methods/procedures outlined in the menu specifications such as roasting, frying, grilling, steaming, poaching, boiling and baking and any other related duties.

## **25.07 Lead Cook**

An employee who performs regular duties as outlined under Cook plus and to include, providing work direction to cooks and other designated staff, (rate includes all applicable charge hand premiums), related administrative duties, calculate estimates of food requirements, order and receive supplies, resolve discrepancies with suppliers and any other related duties.

### **25.08 Laundry Worker 1**

An employee who performs duties such as collecting, sorting, labelling, pressing, folding of towels, cloths, bed linens, table linens, personal laundry and other suitable launderable items and other related duties.

### **25.09 Laundry Workers 2**

An employee who performs regular duties as outlined in Laundry Worker 1 in a patient and/or resident care area.

### **25.10 Maintenance Person 1**

An employee who is employed as Janitor and who is employed in such jobs as putting in lights, cutting lawns, performing minor repairs and washing lights.

### **25.11 Maintenance Person 2**

An employee who is employed as outlined in Maintenance 1 in a patient and/or resident care area.

### **25.12 Engineering/Janitor**

An employee who performs the duties of the Heavy Duty Cleaner who is also responsible for the operation and running maintenance of the heating and/or air conditioning equipment. They must also possess a valid B.C. Provincial Government Power Engineering Certificate.

### **25.13 Security**

An employee whose duties include the tending of entrance doors or gates, patrolling the building(s) and fire exits, and who reports by telephone to a central office at a given time once each hour.

### **25.14 (a) Beginner Carpet Cleaner**

An employee who has had less than six (6) months experience in the industry.

### **(b) Improver Carpet Cleaner**

An employee who has worked six (6) months as a beginner, and has worked less than one (1) year in the carpet cleaning industry. Following completion of six (6) months employment as an improver, an improver shall automatically become a journeyman carpet cleaner unless the employer notifies the Union, in writing, prior to the beginning of the sixth

(6th) month of employment as an improver, that said employee does not have the capabilities of becoming a carpet cleaner journeyman. The employer may request the Union to agree to:

- (i) an extended period of employment as an improver, or
- (ii) termination of the employee's employment.

If the Parties agree, either Party may invoke the grievance procedure as outlined in Article 6 of this Agreement.

**(c) Journeyman Carpet Cleaner**

An employee who has worked for one (1) year in the carpet cleaning industry and who is able to perform all phases of carpet cleaning, including cleaning of upholstered furniture, dying of carpets, and a full understanding of all carpet types and appropriate methods of cleaning, who has a knowledge of all safety regulations and who works in accordance with same; who is willing to teach beginners and improvers in a responsible manner. All present journeyman carpet cleaners shall retain journeyman carpet cleaners' status and continue to be paid journeyman carpet cleaners' wage rates.

## **ARTICLE 26 - WAGES AND NEW CLASSIFICATIONS**

### **26.01 Wage Schedule**

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

### **26.02 New or Changed Job Classifications**

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

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

- (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 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.

**26.03** Any employee, other than Window Cleaner or Carpet Cleaner, performing work that calls for a higher wage rate for one-half (1/2) hour to four (4) hours in any one (1) day, shall be paid the higher rate for four (4) hours. Any Employee, who performs work that calls for a higher wage rate in excess of four (4) hours in any one (1) day, shall be paid the higher wage rate for all hours worked that day.

#### **26.04 Overtime Calculation**

It is understood that overtime shall be based on the employee's classified rate plus any premiums provided for in this Agreement.

### **ARTICLE 27 - TEMPORARY CATEGORY**

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



DATED THIS 9<sup>th</sup> DAY OF April, 2013 2012 AT NEW WESTMINSTER, B.C.

**FOR THE COMPANY**

  
\_\_\_\_\_  
Craig Petersen  
Chief Operating Officer

  
\_\_\_\_\_  
Robert Spahier  
Senior Vice President and CFO

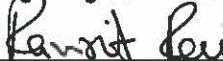
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Wendy Barker  
GM, Health Services

**FOR THE UNION**


  
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Allen Bain  
Bargaining Committee

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Tarsem Bains  
Bargaining Committee

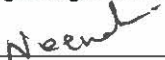
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Gavin McGarrigle  
National Representative, CAW-Canada

  
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Gavin McGarrigle  
National Representative, CAW-Canada

## **APPENDIX "A" - WAGE RATES**

<b>CLASSIFICATION:</b>	<b>1<sup>st</sup> pay pd. in Nov/12 +90</b>	<b>May 1/13 +45</b>	<b>Nov 1/13 +12</b>	<b>Nov 1/14 +24</b>
Hours worked or equivalent experience				
<b>Light Duty Cleaner</b>				
Start	10.25	10.70	10.82	11.06
After 700 hours worked	10.25	10.70	10.82	11.06
After 1200 hours worked	10.59	11.04	11.16	11.40
After 1800 hours worked	11.58	12.03	12.15	12.39
<b>Environmental Service Technician</b> (see revised class & job description)	13.35	13.80	13.92	14.16
<b>Heavy Duty Cleaner</b>				
Start	10.25	10.70	10.82	11.06
After 700 hours worked	10.25	10.70	10.82	11.06
After 1200 hours worked	10.59	11.04	11.16	11.40
After 1800 hours	12.08	12.53	12.65	12.89
<b>Floor Technician Premium</b>	0.60	0.60	0.60	0.60
<b>Food Service Assistant</b>	13.45	13.90	14.02	14.26
<b>Cook</b>	17.83	18.28	18.40	18.64
<b>Lead Cook</b>	18.75	19.20	19.32	19.56
<b>Laundry Worker 1</b>	12.39	12.84	12.96	13.20
<b>Laundry Worker 2</b>	14.10	14.55	14.67	14.91
<b>Maintenance 1</b>	13.60	14.05	14.17	14.41
<b>Maintenance 2</b>	16.57	17.02	17.14	17.38
<b>Engineer/Janitor</b>	12.25	12.70	12.82	13.06
<b>Beginner Carpet/Window Cleaner</b>	12.74	13.19	13.31	13.55
<b>Improver Carpet/Window Cleaner</b>	12.97	13.42	13.54	13.78
<b>Journeyman Carpet/Window Cleaner</b>	13.77	14.22	14.34	14.58

## **APPENDIX "B" - PREMIUMS**

### **B.01 Wall Washing**

Employee required to wash walls (not spot washing) shall be paid a premium of seventy-five (75) cents per hour.

Wall washing shall be incorporated into the Job Description of the Heavy Duty Cleaner. This work shall not be assigned to Light Duty Cleaners. The appropriate premium shall still be paid.

### **B.02 Driver**

A designated employee who operates a Company motor vehicle during working hours for the Company, for any day on which an employee drives such vehicle, said employee shall be paid an additional fifteen (15) cents per hour over and above the employee's regular rate.

### **B.03 Charge Hand**

A designated employee who is responsible for on the job training of other employees and to promote safe and efficient work habits. Such employee shall be paid the following applicable premium rate.

The new charge hand premium will be \$1.10 per hour upon ratification for all Charge Hands in addition to their hourly rate and any other applicable premiums.

Charge hands who are appointed for the first time by the Company will receive a premium rate of \$0.55 per hour for their first thirty (30) days served as a Charge Hand while working for the Company.

### **B.04**

Any employee, other than window cleaner or carpet cleaner, performing work that calls for a higher wage rate for one-half (1/2) hour to four (4) hours in any one (1) day, shall be paid the higher rate for four (4) hours. Any employee who performs work that calls for a higher wage rate in excess of four (4) hours in any one (1) day shall be paid the higher wage rate for all hours worked that day.

### **B.05 Floor Technician - (Formerly Floor Waxer)**

Any employee designated by the Employer to operate a floor machine and perform duties related to the stripping or waxing of floors shall be paid an additional premium for all hours worked at these duties at the rate of sixty (60) cents per hour in addition to the Heavy Duty rate.

## **B.06 Kitchen Canopies**

Any employee cleaning kitchen canopies shall receive an hourly premium of seventy-five (75) cents.

## **B.07 Pressure Washing**

Any employee operating a pressure washer shall receive an hourly premium of twenty-five cents (\$.25) per hour.

## **B.08 Power Sweeping**

Any employee operating power sweeping equipment shall receive an hourly premium of seventy-five (75) cents.

**B.09** All premium rates shall be paid in addition to the employees' regular rates unless otherwise specified in this Agreement.

**B.10** (a) Construction Clean  
Shall be done at the Heavy Duty rate plus premium of One Dollar (\$1.00) per hour.

(b) Fire Clean-Up

Work shall be done at the Heavy Duty rate plus premium of One Dollar (\$1.00) per hour.

## **B.11 Clean Safe / Infection Control Certification**

Staff who have obtained "Clean Safe" certification or other acceptable infection control certification and perform duties in Risk 2 area of an acute care facility will be paid a \$0.60 per hour premium. The premium will be \$0.20 per hour less until successful completion of 850 hours experience.

## **B.12 Advanced Clean Safe / Infection Control Certification**

Staff who have obtained "Advanced Clean Safe" certification or other acceptable similar certification and perform duties in Risk 1 area of an acute care facility will be paid a \$0.60 per hour premium (B11 plus an additional \$0.60). The premium will be \$0.25 less per hour until successful completion of 850 hours experience.

## **B.13 Advanced Food Safe**

Certified Food Service Worker in health services who has been required by the Company to obtain Advanced Food Safe certification in addition to Basic Food Safe Certification will be paid a \$0.10 per hour premium. The premium will take effect after certification combined with 850 hours experience.

**LETTER OF UNDERSTANDING #1**

BETWEEN

SERVANTAGE SERVICES CORP.

AND

THE ASSOCIATION OF BARGAINING AGENTS AT SERVANTAGE

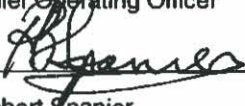
**RE: DISTRIBUTION OF UNION LITERATURE**

The Employer agrees to continue the past practice of allowing the Union to send official Union literature or notices with the Employee's pay cheque.

DATED THIS 9<sup>th</sup> DAY OF April, 2012 AT NEW WESTMINSTER, B.C.

**FOR THE COMPANY**

  
\_\_\_\_\_  
Craig Petersen  
Chief Operating Officer

  
\_\_\_\_\_  
Robert Spanier  
Senior Vice President and CFO

\_\_\_\_\_  
Wendy Barker  
GM, Health Services

**FOR THE UNION**

  
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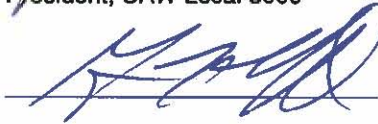
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Laurel Albina  
Hospital Employees Union



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Secretary-Treasurer, CAW Local 3000



Jean Van Vliet  
President, CAW Local 3000



Gavin McGarrigle  
National Representative, CAW-Canada



**LETTER OF UNDERSTANDING #2**

BETWEEN

SERVANTAGE SERVICES CORP.

AND

THE ASSOCIATION OF BARGAINING AGENTS AT SERVANTAGE

**RE: CONTRACTING OUT OF WINDOW CLEANING**

The past practice of the previous bargaining agent allowing the contracting out of window cleaning to any unionized company shall continue through the life of this Agreement notwithstanding the effect of Article 2.04.

DATED THIS 9<sup>th</sup> DAY OF April, 2013 AT NEW WESTMINSTER, B.C.

**FOR THE COMPANY**

  
\_\_\_\_\_  
Craig Petersen  
Chief Operating Officer

  
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Wendy Barker  
GM, Health Services

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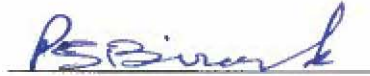
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Gavin McGarrigle  
National Representative, CAW-Canada

**LETTER OF UNDERSTANDING #3**

BETWEEN

SERVANTAGE SERVICES CORP.

AND

THE ASSOCIATION OF BARGAINING AGENTS AT SERVANTAGE

**RE: AIRPORT CONTRACT AND SENIORITY**

The Parties agree that in the event the Company is awarded the Building Services Contract for the Vancouver International Airport, separate seniority shall prevail and Article 8 of the Collective Agreement is deemed to be amended to reflect this agreement on the date the Union is provided written confirmation the Company has been awarded the Contract.

DATED THIS 9<sup>th</sup> DAY OF April, 2013 AT NEW WESTMINSTER, B.C.

**FOR THE COMPANY**

  
\_\_\_\_\_  
Craig Petersen  
Chief Operating Officer

  
\_\_\_\_\_  
Robert Spanier  
Senior Vice President and CFO

\_\_\_\_\_  
Wendy Barker  
GM, Health Services

**FOR THE UNION**

  
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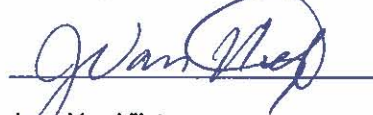
  
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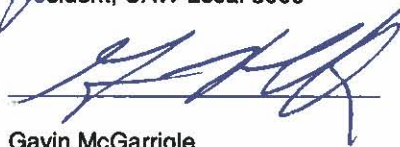
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National Representative, CAW-Canada

**LETTER OF UNDERSTANDING #4**

BETWEEN

SERVANTAGE SERVICES CORP.

AND

THE ASSOCIATION OF BARGAINING AGENTS AT SERVANTAGE

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

**1. Starting a Business in Direct Competition to the Company**

An employee, who starts a janitorial service or sub-contracts in competition to the Company is subject to immediate discharge. An employee who may be engaged in such a practice as of the signing of this Agreement will be provided thirty (30) days written notice to wind up the business affairs or face immediate discharge for failing to do so.

**2. Wilful Abuse of the Health and Welfare Plan**

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

DATED THIS 9<sup>TH</sup> DAY OF April, 2013 AT NEW WESTMINSTER, B.C.

**FOR THE COMPANY**

  
\_\_\_\_\_  
Craig Petersen  
Chief Operating Officer

  
\_\_\_\_\_  
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GM, Health Services

**FOR THE UNION**

  
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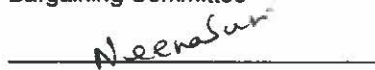
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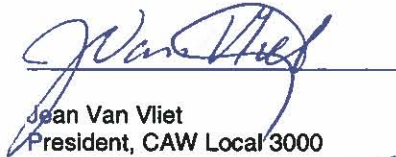
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Gavin McGarrigle  
National Representative, CAW-Canada



**LETTER OF UNDERSTANDING #5**

BETWEEN

SERVANTAGE SERVICES CORP.

AND

THE ASSOCIATION OF BARGAINING AGENTS AT SERVANTAGE

**RE: BUMPING INTO THE AIRPORT**

Notwithstanding any other provision of this Agreement, an employee who is laid off and who cannot bump anywhere else, may exercise their seniority rights to bump into the Airport and maintain their rate.

DATED THIS 9<sup>TH</sup> DAY OF April 2012 AT NEW WESTMINSTER, B.C.

**FOR THE COMPANY**

  
\_\_\_\_\_  
Craig Petersen  
Chief Operating Officer

  
\_\_\_\_\_  
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Senior Vice President and CFO

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Secretary-Treasurer, CAW Local 3000



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Jean Van Vliet  
President, CAW Local 3000



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Gavin McGarrigle  
National Representative, CAW-Canada

**LETTER OF UNDERSTANDING #6**

BETWEEN

SERVANTAGE SERVICES CORP.

AND

THE ASSOCIATION OF BARGAINING AGENTS AT SERVANTAGE

**RE: NEW CONTRACTS IN THE FRASER VALLEY**

The maximum wage rate for any new contracts in the following areas will be reduced by **\$0.75** cents per hour from the classified rate.

**Employees will be entitled to bid on all positions related to any new contracts in the Fraser Valley in seniority order and they will move to the rate outlined in this letter.**

Surrey, White Rock, Coquitlam, Delta, Port Coquitlam, Langley, Maple Ridge, Aldergrove

The Company agrees to post all new positions acquired in the locations identified in this letter and will award those positions in accordance with Article 8.08 (b).

DATED THIS 9<sup>th</sup> DAY OF April, 2012 AT NEW WESTMINSTER, B.C.

**FOR THE COMPANY**

  
\_\_\_\_\_  
Craig Petersen  
Chief Operating Officer

  
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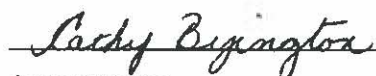
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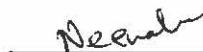
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Cathy Byington  
Bargaining Committee

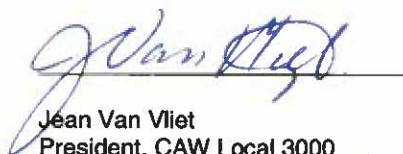


Neena Suri  
Bargaining Committee

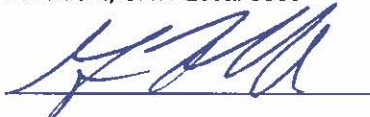
Laurel Albina  
Hospital Employees Union



Paramjit Birak  
Secretary-Treasurer, CAW Local 3000



Jean Van Vliet  
President, CAW Local 3000



Gavin McGarrigle  
National Representative, CAW-Canada

**LETTER OF UNDERSTANDING #7**

BETWEEN

SERVANTAGE SERVICES CORP.

AND

THE ASSOCIATION OF BARGAINING AGENTS AT SERVANTAGE

**RE: NEW CONTRACTS WITH ACUTE CARE FACILITIES.**

The Parties agree that in the event that the Company is awarded a Service Contract in an acute care facility, the parties will meet to discuss and resolve the following:

1. Any required new Job Descriptions and Classifications
2. Wage rates associated with 1. above
3. Any matters associated with Art. 23.06

Any disputes will be resolved through Art. 26.02 (c)

DATED THIS 9<sup>th</sup> DAY OF April, 2013, 2012 AT NEW WESTMINSTER, B.C.

**FOR THE COMPANY**

  
\_\_\_\_\_  
Craig Petersen  
Chief Operating Officer

  
\_\_\_\_\_  
Robert Spangler  
Senior Vice President and CFO

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Wendy Barker  
GM, Health Services

**FOR THE UNION**

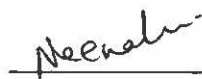
  
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Allen Bain  
Bargaining Committee

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Tarsem Bains  
Bargaining Committee

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Joginder Dosanjh  
Bargaining Committee


  
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Ranjit Rai  
Bargaining Committee

  
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Cathy Byington  
Bargaining Committee

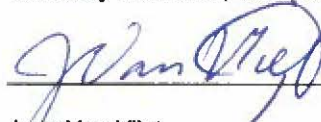


Neena Suri  
Bargaining Committee

Laurel Albina  
Hospital Employees Union



Paramjit Birak  
Secretary-Treasurer, CAW Local 3000



Jean Van Vliet  
President, CAW Local 3000



Gavin McGarrigle  
National Representative, CAW-Canada



**LETTER OF UNDERSTANDING #8**

BETWEEN

SERVANTAGE SERVICES CORP.

AND

THE ASSOCIATION OF BARGAINING AGENTS AT SERVANTAGE

**RE: OVERTIME BEING OFFERED IN OTHER BUILDINGS**

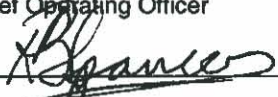
Employees willing to work overtime outside their job site will be placed on an overtime list and will be offered overtime on a seniority basis. The overtime list will be within the same geographical area.

In the event of a breach of this provision, the Union will notify the employer as soon as possible.

DATED THIS 9<sup>th</sup> DAY OF April, 2013 AT NEW WESTMINSTER, B.C.

**FOR THE COMPANY**

  
\_\_\_\_\_  
Craig Petersen  
Chief Operating Officer

  
\_\_\_\_\_  
Robert Spanier  
Senior Vice President and CFO

\_\_\_\_\_  
Wendy Barker  
GM, Health Services

**FOR THE UNION**

  
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Allen Bain  
Bargaining Committee

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Bargaining Committee

  
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Ranjit Rai  
Bargaining Committee

  
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Cathy Byington  
Bargaining Committee

  
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Neena Suni  
Bargaining Committee

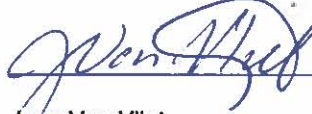
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Laurel Albina  
Hospital Employees Union



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Paramjit Birak  
Secretary-Treasurer, CAW Local 3000



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Jean Van Vliet  
President, CAW Local 3000



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Gavin McGarrigle  
National Representative, CAW-Canada

**LETTER OF UNDERSTANDING #9**

**BETWEEN**

**SERVANTAGE SERVICES CORP.**

**AND**

**THE ASSOCIATION OF BARGAINING AGENTS AT SERVANTAGE**

**RENEW**

**RE: DAYTIME CLEANING**

Where a customer indicates their interest in "daytime cleaning", the parties will meet and discuss any amendments to the collective agreement which will assist in either obtaining or retaining a service contract. Revisions will be implemented by mutual agreement between the Employer and the Union.

DATED THIS 9<sup>th</sup> DAY OF April, 2013 ~~2012~~ AT NEW WESTMINSTER, B.C.

**FOR THE COMPANY**

  
\_\_\_\_\_  
Craig Petersen  
Chief Operating Officer

  
\_\_\_\_\_  
Robert Sparier  
Senior Vice President and CFO

\_\_\_\_\_  
Wendy Barker  
GM, Health Services

**FOR THE UNION**

  
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Allen Bain  
Bargaining Committee

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Cathy Byington  
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Neena Suri  
Bargaining Committee

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Laurel Albina  
Hospital Employees Union



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Paramjit Birak  
Secretary-Treasurer, CAW Local 3000



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Jean Van Vliet  
President, CAW Local 3000



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Gavin McGarrigle  
National Representative, CAW-Canada

**LETTER OF UNDERSTANDING #10**

BETWEEN

SERVANTAGE SERVICES CORP.

AND

THE ASSOCIATION OF BARGAINING AGENTS AT SERVANTAGE

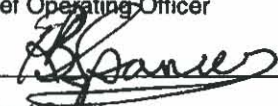
**RE: CORRESPONDENCE**

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

DATED THIS 9<sup>TH</sup> DAY OF April, 2013 ~~2012~~ AT NEW WESTMINSTER, B.C.

**FOR THE COMPANY**

  
\_\_\_\_\_  
Craig Petersen  
Chief Operating Officer

  
\_\_\_\_\_  
Robert Spanier  
Senior Vice President and CFO

\_\_\_\_\_  
Wendy Barker  
GM, Health Services

**FOR THE UNION**

  
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Allen Bain  
Bargaining Committee

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Tarsem Bains  
Bargaining Committee

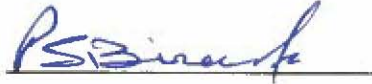
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Joginder Dosanjh  
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Hospital Employees Union



Paramjit Birak  
Secretary-Treasurer, CAW Local 3000



Jean Van Vliet  
President, CAW Local 3000



Gavin McGarrigle  
National Representative, CAW-Canada



**LETTER OF UNDERSTANDING #11**

BETWEEN

SERVANTAGE SERVICES CORP.

AND

THE ASSOCIATION OF BARGAINING AGENTS AT SERVANTAGE

**RE: CHANGES IN PROVINCIAL MINIMUM WAGE**

It is agreed that if the provincial government increases the provincial minimum wage, the wages listed in this collective agreement and under Appendix A (Wage Rates) will increase in all classifications by sixty percent (60%) of the increased amount per hour to be effective six (6) calendar months after the minimum wage changes take effect. If the minimum wage is increased in increments over time, the sixty percent (60%) amount will take effect on each change. A revised Appendix A (Wage Rates) will be prepared and amended to the Collective Agreement as soon as the changes occur and become effective.

This Letter of Understanding will remain in effect until a new collective agreement is executed by the parties and will not be renewed unless by mutual consent.

DATED THIS 9<sup>th</sup> DAY OF April, 2013 AT NEW WESTMINSTER, B.C.

**FOR THE COMPANY**

  
\_\_\_\_\_  
Craig Petersen  
Chief Operating Officer

  
\_\_\_\_\_  
Robert Spanier  
Senior Vice President and CFO

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Wendy Barker  
GM, Health Services

**FOR THE UNION**

  
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Allen Bain  
Bargaining Committee

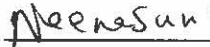
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Tarsem Bains  
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Bargaining Committee



Cathy Byington  
Bargaining Committee

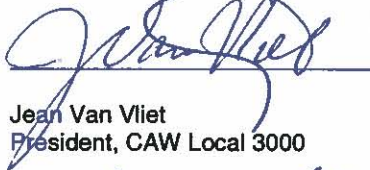


Neena Suri  
Bargaining Committee

Laurel Albina  
Hospital Employees Union



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President, CAW Local 3000



Gavin McGarrigle  
National Representative, CAW-Canada

**LETTER OF UNDERSTANDING #12**

BETWEEN

SERVANTAGE SERVICES CORP.

AND

THE ASSOCIATION OF BARGAINING AGENTS AT SERVANTAGE

**RE: TRANSIT PASSES**

The Employer agrees to enroll employees into the Translink Employer Pass Program (or equivalent) upon request, provided that a minimum number of employees sign up as per the terms of the plan. (The current minimum number of required employees is 25 employees and they must each commit to participate in the program for a minimum of 12 months.)

The Employer and the Union will send out a joint letter to all employees on their paycheques to encourage them to enroll for the program as it provides a convenient way to pay for monthly transit passes and also currently provides about a 15% discount on monthly fares.

The pass entitles the passholder to travel on any bus or community shuttle operated by a TransLink subsidiary or contractor (except HandyDART), as well as SkyTrain and SeaBus services. Employer Passes provide unlimited travel within the indicated zone(s) on weekdays and across all zones on weekends, statutory holidays and after 6:30 p.m. on weekday evenings.

DATED THIS 9<sup>TH</sup> DAY OF April, 2013 AT NEW WESTMINSTER, B.C.

**FOR THE COMPANY**

  
\_\_\_\_\_  
Craig Petersen  
Chief Operating Officer

  
\_\_\_\_\_  
Robert Spanier  
Senior Vice President and CFO

\_\_\_\_\_  
Wendy Barker  
GM, Health Services

**FOR THE UNION**

  
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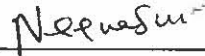
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Joginder Dosanjh  
Bargaining Committee

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Ranjit Rai  
Bargaining Committee

Cathy Byington  
Bargaining Committee




Neena Suri  
Bargaining Committee

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Laurel Albina  
Hospital Employees Union



Paramjit Birak  
Secretary-Treasurer, CAW Local 3000

  
Jean Van Vliet  
President, CAW Local 3000



Gavin McGarrigle  
National Representative, CAW-Canada



**LETTER OF UNDERSTANDING #13**

BETWEEN

SERVANTAGE SERVICES CORP.

AND

THE ASSOCIATION OF BARGAINING AGENTS AT SERVANTAGE

**RE: TEAM CLEANING**

It is understood that the Employer uses the team cleaning concept at some of its facilities and that this can cause issues related to cooperation between employees and fair divisions of workload. There are also issues related to training, application of seniority where possible, and the appropriate role of Charge-hands and Supervisors.

The Employer agrees to hold a meeting within sixty (60) days of ratification to discuss any issues with team cleaning and employee conflict to determine if mutually agreeable solutions to the concerns can be found. The Local Representative, Chief Shop Steward and Shop Stewards from each building and one (1) other Union representative where team cleaning is in effect shall be present on paid time for the Union and the Company shall have the Supervisors from the buildings in question present along with the Chief Operating Officer.

A follow-up meeting involving the same participants shall take place no later than ninety (90) days following the first meeting.

DATED THIS 9<sup>th</sup> DAY OF April, 2013 AT NEW WESTMINSTER, B.C.

**FOR THE COMPANY**

  
\_\_\_\_\_  
Craig Petersen  
Chief Operating Officer

  
\_\_\_\_\_  
Robert Spanier  
Senior Vice President and CFO

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Wendy Barker  
GM, Health Services

**FOR THE UNION**

  
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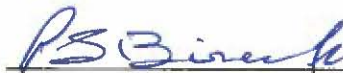


Cathy Byington  
Bargaining Committee

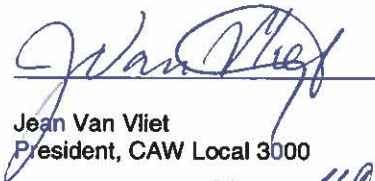


Neena Suri  
Bargaining Committee

Laurel Albina  
Hospital Employees Union



Paramjit Birak  
Secretary-Treasurer, CAW Local 3000



Jean Van Vliet  
President, CAW Local 3000



Gavin McGarrigle  
National Representative, CAW-Canada



**LETTER OF UNDERSTANDING #14**

BETWEEN

SERVANTAGE SERVICES CORP.

AND

THE ASSOCIATION OF BARGAINING AGENTS AT SERVANTAGE

**RE: FOOD FAIR ASSISTANT**

It is agreed that any new contracts at new locations not already serviced by Servantage requiring a Service Assistant (Food Fair) shall have the classification wage for that position set at \$10.50 per hour effective November 1, 2012, \$10.75 effective November 1, 2013 and \$11.00 effective November 1, 2014. All other terms and conditions of the collective agreement shall apply.

DATED THIS 9<sup>th</sup> DAY OF April, 2013 AT NEW WESTMINSTER, B.C.

**FOR THE COMPANY**

  
\_\_\_\_\_  
Craig Petersen  
Chief Operating Officer

  
\_\_\_\_\_  
Robert Spallier  
Senior Vice President and CFO

\_\_\_\_\_  
Wendy Barker  
GM, Health Services

**FOR THE UNION**

  
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Bargaining Committee

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