

**1995 - 1997**

**AGREEMENT**

**BETWEEN**

**OGDEN ALLIED  
SERVICES INC.**

**AND**

**NATIONAL AUTOMOBILE, AEROSPACE  
TRANSPORTATION AND GENERAL  
WORKERS UNION OF CANADA  
(CAW-CANADA) LOCAL 3000**

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CANADA**

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**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 cooperate 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 com-pelled 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 it will not sub-contract work coming under the jurisdiction of the Bargaining Unit except in cases where such work cannot be performed by members of the Bargaining Unit because of the specialized nature of such work or because members of the Bargaining Unit do not possess the necessary skills or qualifications to perform such work.

Wherever possible the Company will give the Union

thirty (30) days of intent to contract out work inclusive of the work to be done and the duration anticipated.

**ARTICLE 3 - RESERVATIONS TO MANAGEMENT**

- 3.01 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.
- 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.

**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 (95) 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) Cheques shall be made payable to the Local Union Secretary-Treasurer and forwarded to the Local Union.
- 4.02 As a conditions 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 within seven (7) days of such notification.

4.03 Access by Union Representatives

Whenever possible an authorized Union representative, with prior notice 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 job 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.

4.05 Notice to Union of Employment Changes:

The Employer shall submit to the Union once a month the names of any employee who is hired, discharged, voluntarily quits, suffers loss of seniority or is transferred to a position outside the bargaining unit.

4.06 Preferential Hiring

Before hiring from any other source, the Employer agrees to give preferential hiring rights to qualified applicants on file who have been referred to the Employer by the Union. Notwithstanding the foregoing, the Company shall have sole discretion in rehiring a former employee.

**ARTICLE 5 - HUMAN RIGHTS**

5.01 The Employer agrees that discrimination and/or harassment of any employee because of colour, national origin, religion, age or handicap is absolutely prohibited. Every employee has the right to work in an environment of mutual respect, free from discrimination and harassment, including sexual harassment.

5.02 Discriminatory harassment of any employee by another is just and reasonable cause of 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.

**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. Such 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.

6.02 Steps of the Grievance Procedure

STEP 1

The aggrieved employee shall take up his/her grievance with his/her supervisor within five (5) working days of the occurrence of the circumstances giving rise to the grievance. Said employee shall have the right to have a Shop Steward present at all such meetings if one is available in his/her work place. If the grievance is not resolved the employee shall contact the Union no later than three (3) working days after the meeting held with the supervisors.

STEP 2

Within three (3) working days' time the Union shall contact the Employer to arrange a meeting with the Grievor to discuss the grievance. A Union representative, the grievor and no more than two (2) Shop Stewards shall be present at the meeting. At this Stage 2 grievance meeting, an earnest effort shall be made to settle the matter. The Employer shall have five (5) working days' time to respond to the grievance. Group grievances, Union grievances, Management grievances or policy grievances shall be submitted at this stage of the Grievance Procedure and within five (5) working days of the occurrence of the circumstances giving rise to the grievance. This Stage shall be held during the Employer's office hours 9 a.m.

to 5 p.m. unless mutually agreed to do otherwise.

STEP 3

If the Union is not satisfied with the Employer's response, the grievance shall, within five (5) working days thereafter, be set forth in writing indicating the article of the collective Agreement alleged to have been violated, signed by the employee and given to the Employer, who shall within five (5) working days' time arrange a meeting during the Employer's office hours to re-assess the grievance. The Employer shall have five (5) working days' time to issue a final response to the grievance. Said response shall be confirmed in writing.

Should the Union disagree with the written position of the Employer, the matter may be referred to the Labour Relations Council pursuant to Section 87(1) of the Labour Relations Code of B.C., 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. The Union shall notify the Company in writing within five (5) working days of receipt of the Company's final position at Step 4 of the grievance procedure.

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, Bruce McColl or a substitute 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.

6.04 The parties agree to following each of the foregoing steps in the processing of the grievance; and if at any step the Employer's representative fails to give his written answer within the time limit therein set forth, the Union may appeal the grievance to the next step at the expiration of such time limit. Further, if the Union fails to comply with the time limits therein set forth for their part in the Grievance Procedure, the Employer

will notify the Union in writing that the grievance is considered withdrawn. Should the Union not wish to withdraw, it shall notify the Employer in writing within forty-eight (48) hours, that the grievance has not been withdrawn.

Should the Union so notify the Employer, the grievance shall be dealt with immediately and further time restrictions shall be strictly adhered to.

**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
  4. Nancy Morrison
- 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

The Employer agrees seniority shall be determined by an employee's length of continuous service with the Employer.

8.02 Probationary Period - Defined

Seniority of each employee covered by the Agreement will be established after a probationary period of one hundred and sixty-eight (168) 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.

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.

8.05 Seniority will be Maintained and Accumulated During:

- (a) occupational injury or occupational illness
- (b) temporary illness of non-occupational injury causing absence not exceeding twelve (12) months;
- (c) all authorized leaves of absences;
- (d) absence due to layoff but not exceeding:
  - (i) one (1) year or less seniority - six (6)

- months recall rights;
- (ii) more than one (1) year seniority twelve (12) month recall rights.

8.06 Seniority will be Maintained and Accumulated During

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

8.07 Seniority Standing will be Canceled 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 requirement.
- (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 (1) hour or more for a period of more than thirty (30) days.

- (a) Layoffs shall be on the basis of Employer 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 a less senior employee in an identical or lower paying classification 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) 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.

(c) 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.

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.
- (c) Notwithstanding the foregoing, an employee on the recall list has the right to refuse two (2) recalls to work during his/her period of layoff.

8.12 The Company agrees to schedule employees with a view to maximizing hours of employment per day and per week. This means the Company will endeavour to schedule as many eight (8) hour shifts per day and as

many forty (40) hour weeks within each department to the greatest extent possible allocated on a seniority basis provided the person possesses the sufficient qualifications and ability to perform the work.

**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 Ogden Allied Services Inc. through the sale, lease, sublease, rental, transfer or assumption into receivership of the business carried on at Ogden Allied Services Inc.

**ARTICLE 10 - JOB POSTING**

- 10.01 The Employer agrees to post job vacancies created by the termination (voluntary or involuntary) of an employee. Job postings shall be attached to an employee's paycheque and an employee shall have five (5) working days to submit a bid for a posted job. Selection to fill a job shall be based on the principle established in Article 8.08(b) of the collective Agreement.

- 10.02 Dayshift jobs shall be posted and specifically identified as a dayshift job. Employees who are awarded a day shift job shall serve a thirty (30) day trial period during which time the 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 within 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 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.

#### **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 1/2) 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 1/2) 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 and Scheduled Overtime by Seniority

All Overtime shall be voluntary. All scheduled overtime shall be allocated on the basis of Seniority applied on a Classification basis at each job site.

**ARTICLE 13 - PAYMENT OF WAGES**

13.01 All employees shall be paid every second (2nd) Thursday for all wages up to and including the previous Wednesday. When a Statutory Holiday lands on a Thursday, pay shall be 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.

**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 at least one-half (1/2) hours.
- 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.

**ARTICLE 15 - STATUTORY HOLIDAYS**

- 15,01 The following General Holidays shall be recognized by the Employer:

New Year's Day	Good Friday
Remembrance Day	Christmas Day
Commonwealth Day	Boxing Day
Thanksgiving Day	B.C. Day
Labour Day	Canada 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 11, the employee shall be paid at time and one-half (1 1/2) the rate of pay for all hours worked, in addition to any other compensation described in Article 12. Effective January 1, 1996 hours worked on such Holidays shall be paid at double (2X) time.
- (b) However it is agreed that part time employees working less than four (4) days per calendar

week are to be paid overtime (X 1 1/2) 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.

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.)

- 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**

An employee who has completed five (5) years of 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**

An employee who has completed twelve (12) years of employment as of the employee's Anniversary date, shall receive and take a vacation that year of four (4) weeks with pay based on eight percent (8%) of said employee's gross earnings for the past year.

- 16.04 Effective January 1, 1997 an employee who has completed four (4) years of 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 Effective January 1, 1997 an employee who has completed ten (10) years of employment as of the employee's Anniversary Date, shall receive and take a vacation that year of four (4) weeks with pay based on eight percent (8%) of said employee's gross earnings for the past year.
- 16.06 The Employer will include vacation pay with the last regular pay cheque prior to the scheduled vacation with deductions accounted for on the regular pay stub.

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

16.08 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.

16.09 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.

16.10 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.

16.11 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.

**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,

he/she shall be allowed, upon sufficient notification, reasonable leave of absence without pay, for the transaction of Union business; provided that not more than (1) employee shall be absent at any one time for every twenty-five (25) employees or portion thereof. It is agreed that the Company will make every effort to grant 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 for a maximum period of six (6) years. 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.

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 term "immediate family" shall mean spouse, parents, parents in law, children, brothers and sisters. The Employer may require verification of death and relationship , for the employee to receive payment.

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.

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.

17.06 Maternity or Adoption Leave

- (a) The Employer shall grant an unpaid leave of absence up to six (6) months to a female employee who has a newborn child or adopts a newborn child.
- (b) An employee in her pregnancy shall be granted an indefinite leave of absence based on medical advice prior to childbirth and shall not be required to go on leave of absence until one (1) month prior to expected delivery date.

- (c) A female employee who adopts a child shall be entitled to up to six (6) months' leave of absence without pay, commencing either one (1) week prior to the adoption date, or on the adoption date.
- (d) In the case of both maternity or adoption leave, the employee will advise the Employer in advance, of the approximate date of the commencement of leave.
- (e) During maternity leave or adoption leave as provided for above, the Employer shall continue to pay the premiums of Group Benefits as provided for in Article 18.01 and the benefits shall remain in full effect for this period.
- (f) In addition to the above provisions, the mother or father of a newborn child, a common-law spouse or an adopting parent are entitled to twelve (12) weeks unpaid parental leave within fifty-two (52) weeks of the birth or date of assuming care or custody of the child.

(g) Reinstatement

- (i) An employee who resumes employment on the expiration of the leave of absence granted in accordance with this part shall be reinstated in all respects by the Employer in the position previously occupied by the employee, or in a comparable position, and with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken.
  
- (ii) Where the Employer has suspended or discontinued operations during the leave of absence granted under this part and has not resumed operations on the expiry of the leave of absence, the Employer shall, on resumption of operations and subject to Seniority provisions in a Collective Agreement, comply with subsection (a).

17.08 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.

17.09 Leave for Citizenship

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

**ARTICLE 18 - MEDICAL**

18.01 (a) Eligible Employee and Contribution

Employees are eligible for MSP - B.C. coverage on the first of the month following the attainment of at least three hundred (300) 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 authorizing an equivalent of fifty percent (50%) of the monthly B.C. Medical Plan premium be deducted from the employee's wages. Due to B.C. Medical Plan rules, an employee's coverage begins the first of the month following the employees sign-up authorization. Effective January 1, 1996 the employee's obligation is reduced to twenty-five percent (25%) of the monthly B.C. Medical Plan premium to be deducted from the employee's wages.

(b) Company Obligation

The Company agrees to supply the necessary sign-up and payroll deduction forms to be completed by interested employees and to assist in the Administration of the Plan (by deduction of premiums from employee pay cheques). The Company agrees to continue to pay fifty percent (50%) of the B.C. Medical Plan premium for employees on maternity leave, Weekly Indemnity or on Workers' Compensation provided the employee continues to pay twenty-five percent (25%) of the monthly premiums by remittance to the

Unions' Health and Welfare Plan.

The Company will continue paying fifty percent (50%) of the MSP - B.C. monthly premium for employees on authorized leaves of absences provided the employees paid time in a month is at least equivalent to two (2) weeks of the employees' normal monthly hours and provided the employee continues to pay twenty-five percent (25%) of the monthly premium by remittance to the Unions' Health and Welfare Plan.

(c) The Unions' Health and Welfare Obligation

Provided the Company has remitted contributions for the B.C. Medical Plan, for the eligible employees described above, in accordance to 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 Unions' Health and Welfare Plan.

19.02 (a) Effective March 1, 1997 the Employer shall pay one dollar and three cents (\$1.03) per hour for all hours worked on behalf of each and every employee that is covered by this Agreement to the Administrator of The Unions' Health and Welfare Plan.

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 ten (10) 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 timebook, 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 timebook, the Union shall first serve written notice on the Employer giving the Employer a reasonable

period of advance note.

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 Union Plan.

**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 set out its written reasons for any discipline resulting in the suspension or discharge of an employee.
- 20.03 The Employer agrees that if the Employer chooses to implement written discipline, suspension, or discharge of an employee, a Shop Steward shall be present if one is available. Documentation with respect to complaints received by 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. Employees shall not discuss complaints directly with tenants or employees of the client.

- 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 canceled 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 canceled 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.

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, 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 will meet with equal representation selected by Management not less frequently than once a month. Monthly meetings shall be limited to four (4) paid hours. Minutes of such meetings will be posted on the notice board and a copy forwarded to the Union office.
  
- (b) Employees shall be compensated at regular rates of pay for time spent at safety meetings

and at the Annual Industrial Health and Safety Seminar (maximum three (3) days per year per committee member).

- (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 Where the Employer requires an employee, other than Window or Carpet Cleaner, to wear a uniform, or special clothing, the Employer agrees to supply, such uniforms at no cost to the employee. Employees agree to wear such uniforms.
- 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 where requested by the employee.
- 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 and "approved" first aid kit is supplied and maintained accessible in all vehicles and at all work locations.

**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.

**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.

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.

**ARTICLE 24 - DURATION OF AGREEMENT**

- 34.01 (a) This Agreement shall be in full force and effect from April 1, 1995 to and including March 31, 1997, 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.
- (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.

**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.
- (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.

DATED THIS 13th DAY OF DECEMBER, 1995 AT NEW WESTMINSTER, B.C.

FOR:  
CAW LOCAL 3000

FOR:  
OGDEN ALLIED  
SERVICES INC.

"Jef Keighley"

"James B. Canavan"

"Gurbax Bassi"

"Dinish Prasad"

"Jaswant Sidhu"

**APPENDIX "A"**

**WAGE RATES**

**New Hires**

Apr. 1/95 - Aug. 31/95	Light Duty	\$7.60 1st 3 mths.
	Heavy Duty	\$8.00 1st 3 mths.

<u>Sept. 1/95</u>	<u>Light Duty</u>	<u>Heavy Duty</u>
Start	\$7.60	
\$8.10		
300 hrs. worked	7.85	8.35
600 hrs. worked	8.10	8.60
900 hrs. worked	8.35	8.75
<b>Full rate</b>		
<b>- 1200 hrs. worked</b>	<b>8.35</b>	<b>8.75</b>

<u>Mar. 1/96</u>	<u>Light Duty</u>	<u>Heavy Duty</u>
Start	\$7.60	\$8.10

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300 hrs. worked	7.85	8.35
600 hrs. worked	8.10	8.60
900 hrs. worked	8.35	8.75
<b>Full rate</b>		
<b>- 1200 hrs. worked</b>	<b>8.60</b>	<b>9.05</b>

<u>Apr. 1/96</u>	<u>Light Duty</u>	<u>Heavy Duty</u>
Start	\$7.70	\$8.20
300 hrs. worked	7.95	8.45
600 hrs. worked	8.20	8.70
900 hrs. worked	8.60	8.70
<b>Full rate</b>		
<b>- 1200 hrs. worked</b>	<b>8.60</b>	<b>9.05</b>

<u>Sept. 1/96</u>	<u>Light Duty</u>	<u>Heavy Duty</u>
Start	\$7.70	\$8.20
300 hrs. worked	7.95	8.45
600 hrs. worked	8.20	8.70
900 hrs. worked	8.70	9.20
<b>Full rate</b>		
<b>- 1200 hrs. worked</b>	<b>8.85</b>	<b>9.40</b>

<u>Mar. 1/97</u>	<u>Light Duty</u>	<u>Heavy Duty</u>
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Start	\$7.70	\$8.20
300 hrs. worked	7.95	8.45
600 hrs. worked	8.20	8.70
900 hrs. worked	8.70	9.20
<b>Full rate</b>		
<b>- 1200 hrs. worked</b>	<b>9.08</b>	<b>9.63</b>

**APPENDIX "B"**

**PREMIUMS**

Effective July 1, 1996 the following premiums shall be in effect:

B.01 Wall Washing

Employee required to wash walls (not spot washing) shall be paid a premium of seventy-five cents (¢.75) 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 cents (¢.15) 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.

Charge Hand 1

Is an employee responsible for three (3) to six (6) employees inclusive, is under supervision, and shall be paid an hourly premium of twenty-five cents (¢.25).

Charge Hand 2

Is an employee responsible for seven (7) to twelve (12) employees inclusive, is under supervision, and shall be paid an hourly premium of thirty-five cents (¢.35).

Charge Hand 3

Is an employee responsible for thirteen (13) or more employees, is under supervision, and shall be paid an hourly premium of fifty-five cents (¢.55).

The above CHARGE HAND premiums shall not

preclude any employee from receiving a higher rate because of circumstances not stated above or shall any employee presently receiving a higher rate for performing said duties be reduced in premiums.

- B.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.

B.04 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 twenty cents (¢.20) per hour in addition to the Heavy Duty rate.

B.05 Kitchen Canopies

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

B.06 Fire Clean-Up

Any employee designated to work on a "Fire Clean-up" job shall receive an hourly premium of One Dollar (\$1.00) per hour.

B.07 Power Sweeping

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

B.08 All premium rates shall be paid in addition to the employees' regular rates unless otherwise specified in this Agreement.

B.09 (a) Construction Clean

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

(b) Fire Clean-Up

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

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**LETTER OF UNDERSTANDING**

**BETWEEN**

**OGDEN ALLIED SERVICES INC.**

**AND**

**NATIONAL AUTOMOBILE, AEROSPACE  
TRANSPORTATION AND GENERAL  
WORKERS UNION OF CANADA  
(CAW-CANADA) LOCAL 3000**

**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 paycheque.

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DATED THIS 13th DAY OF DECEMBER, 1995 AT NEW  
WESTMINSTER, B.C.

FOR:  
CAW LOCAL 3000

FOR:  
OGDEN ALLIED  
SERVICES INC.

"Jef Keighley"

"James B. Canavan"

"Gurbax Bassi"

"Dinish Prasad"

"Jaswant Sidhu"

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**LETTER OF UNDERSTANDING**

**BETWEEN**

**OGDEN ALLIED SERVICES INC.**

**AND**

**NATIONAL AUTOMOBILE, AEROSPACE  
TRANSPORTATION AND GENERAL  
WORKERS UNION OF CANADA  
(CAW-CANADA) LOCAL 3000**

**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 13th DAY OF DECEMBER, 1995 AT NEW  
WESTMINSTER, B.C.

FOR:  
CAW LOCAL 3000

FOR:  
OGDEN ALLIED  
SERVICES INC.

"Jef Keighley"

"James B. Canavan"

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**LETTER OF UNDERSTANDING**

**BETWEEN**

**OGDEN ALLIED SERVICES INC.**

**AND**

**NATIONAL AUTOMOBILE, AEROSPACE  
TRANSPORTATION AND GENERAL  
WORKERS UNION OF CANADA  
(CAW-CANADA) LOCAL 3000**

**RE: SERIOUS EMPLOYMENT OFFENSES 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 13th DAY OF DECEMBER, 1995 AT NEW WESTMINSTER, B.C.

FOR:  
CAW LOCAL 3000

FOR:  
OGDEN ALLIED  
SERVICES INC.

"Jef Keighley"

"James B. Canavan"

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