

**COLLECTIVE AGREEMENT**

**BETWEEN**

**ROCKY'S BUILDING MAINTENANCE**

**AND**

**TEAMSTERS LOCAL UNION No. 213**

**April 1<sup>st</sup>, 2003 - March 31<sup>st</sup>, 2004**

**DON McGILL  
Secretary-Treasurer**

# ROCKY'S BUILDING MAINTENANCE

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affiliated with the International Brotherhood  
of Teamsters, of the City of Vancouver,  
Provinces of British Columbia;

(hereinafter referred to as the "Union")

## PARTY OF THE SECOND PART

### **1. BARGAINING AGENCY AND DEFINITION**

- (a) The Employer recognizes the Union as the sole collective bargaining agency of all employees as set out in the Certificate of Bargaining Authority.
- (b) The term employee as used in this Agreement shall apply to any person performing work in any job which is covered by the Certificate and/or this Agreement.
- (c) All work within the bargaining unit shall be performed only by those persons coming within the bargaining unit who are members of the Union as prescribed herein, or who are eligible to become members under Article Three (3) herein. No work shall be transferred, sub-contracted or contracted out in any manner.

The Employer further agrees that where it sells, leases, transfers, or otherwise disposes of its business or part thereof or ceases its operations or part thereof without following and complying with the procedure as outlined in Article 11 Transfer of Title or Interest of this Agreement, it shall not thereafter sell, distribute or otherwise dispose of, within the Province, any product formerly made by such business or operation.

### **2. DURATION OF AGREEMENT**

- (a) This Agreement shall be for the period from and including April 1<sup>st</sup>, 2003, to and including March 31<sup>st</sup>, 2004. Either party to this agreement may, within four months immediately preceding March 31<sup>st</sup>, 2004, give to the other party written notice to commence collective bargaining.

- (b) After expiry of the term of this collective agreement, and subject to the limitations necessarily resulting from the exercise of the rights of the parties under Part 5 of the Labour Relations Code, including the right to strike or lockout, the terms and conditions of employment as set out in this Agreement will be observed and not varied except by the parties' mutual consent during the period that the Union remains the bargaining agent for employees identified in this Agreement.
- (c) It is mutually agreed that the operation of sub-section 2 of Section 50 of the Labour Relations Code is specifically excluded from operation in this Agreement.

### **3. UNION SECURITY AND DISPATCH PROCEDURES**

- (a) When qualified Union members are not available from the Union, then the Employer may obtain qualified employees elsewhere.

The Employer shall have such new employee fill in the necessary cards which will be provided by the Union Office.

- (b) All employees shall be required to be a member of the Union as a condition of employment with the Employer.

Should any employee covered by the bargaining unit cease, or refuse to become a member in good standing of the Union, the Employer shall upon notification from the Union, discharge such employee.

### **4. DEDUCTION OF DUES, ETC.**

- (a) The Union shall each month mail to the Employer a checkoff form, in duplicate, setting out the name of each employee in the Union and the amounts of dues, etc. they owe. The Employer shall delete any names from such list of employees who have terminated since the previous list and shall also add the names of any new employees.
- (b) All employees shall be required to sign authorization for checkoff of Union dues, fees, fines, and assessments which may be levied by the Union in accordance with the Constitution and/or By-Laws. Such checkoff shall be irrevocable.
- (c) The Employer shall deduct and pay over to the Secretary-Treasurer of the Union, any monthly dues, fees, fines, and assessments levied in accordance with the Union's By-Laws, owing by said employees hereunder to the said Union. Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union not later than the tenth

(10th) day of each following month, and one (1) copy of the checkoff list as above mentioned.

To enable the Union to properly police this provision, a Business Representative of the Union shall have access to the Company payroll records.

If the Employer fails to adhere to these provisions then the Employer shall be liable to the Union for the dues not deducted and remitted and also a twenty percent (20%) penalty payment of the total dues that should have been remitted.

## **5. UNION ACTIVITIES OF EMPLOYEES AND LEAVE OF ABSENCE**

- (a) The Employer shall allow time off work, without pay, except as otherwise stipulated in this Agreement, to any person who is serving as a Union delegate to any conference or function.
- (b) During authorized leave of absence, an employee shall maintain and accumulate seniority.
- (c) When an employee suffers an injury, whether on the job or not, or suffers any illness preventing him/her from reporting to work, he/she will automatically be granted leave of absence, without pay, except as otherwise stipulated in this Agreement, until such time as he/she can properly return to work.
- (d) If an employee desires a leave of absence for reasons other than those referred to above, he/she must obtain permission, in writing, for the same from the Employer and the Employer will send a copy of same to the Union. However, no legitimate and reasonable request for a leave of absence will be denied.
- (e) **Personal Leave**  
  
The Employer agrees to grant leave of absence without pay for three (3) months time. A limit of two (2) employees at one job site shall be granted leave of absence and each employee may only apply every three (3) years. Leave shall be submitted in writing.
- (f) When an employee suffers an injury or illness which requires his/her absence, he/she shall report the fact to the Employer. It is intended that this report be made prior to the employee's starting time if possible.
- (g) In case of death in the immediate family, the employee affected shall be granted compassionate leave of absence with full pay for two (2) days.

Immediate family means: husband, wife, mother, father, children, sister, brother, mother and father-in-law, grandparents, and grandchildren. In case of death of a sister and brother-in-law the employee shall be granted compassionate leave of absence with full pay for one (1) day.

- (h) All time lost by an employee due to necessary attendance on Jury Duty or any Court proceedings where subpoenaed as a witness shall be paid for at the rate of pay applicable to said employee. Once an employee is released from Jury or Witness Duty, he/she shall be returned to the job classification and pay rate he/she was on prior to such duty. All Jury Duty pay or witness payments received by the employee from the Courts or otherwise shall be reimbursed to the Employer by endorsement of Jury Duty cheque and/or witness fees to the Employer.

- (i) **Maternity Leave**

The conditions of the Employment Standards Act in respect of Maternity Leave shall apply to this Collective Agreement. The basic thrust of the Act is to provide a period of unpaid leave of absence for any employee who is certified as being pregnant and who requests such leave. Some additional unpaid leave is available under certain conditions.

## 6. SHOP STEWARDS

- (a) There shall be a Shop Steward appointed, if the Union wishes, to see that the provisions of this Agreement are adhered to.
- (b) The Shop Steward shall have no authority to alter, amend, violate, or otherwise change any part of this Agreement.
- (c) The Employer will recognize the Shop Steward selected in accordance with the Union rules and regulations as the representative of the employees in the respective groups or departments for which they are chosen, and hereby recognizes that the power to appoint and removal thereof is solely vested with the Union. The number of Stewards will be consistent with the need.
- (d) The Union will advise the Employer of the identity of all Shop Stewards.
- (e) Shop Stewards shall be allowed to take up grievances during working hours, without loss of pay.
- (f) Shop Stewards shall be allowed time off work, with pay, for one (1) day in each calendar year for the purpose of attending a labour relations oriented educational seminar conducted by the Union.

- (g) During negotiations the Union may have a negotiating committee in attendance and the wages will be paid on a straight time basis to a maximum of eight (8) hours in any one (1) day by the Employer.

## **7. WORK CLOTHES, UNION PRODUCTS AND SERVICES**

- (a) The Employer shall supply any safety equipment as required by the Workers' Compensation Board without charge.
- (b) Wherever they are required to be used on the job, the Employer shall supply, free of charge, rubber clothes, rubber boots and gloves.
- (c) The Employer shall furnish employees with tools and working equipment and the employees shall be held responsible for same, except when ordered to leave tools on the job or when left on the Employer's premises.
- (d) Where the Employer requires an employee, to wear a uniform, or special clothing, the Employer agrees to supply, launder and maintain such uniforms at no cost to the employee. Company will agree to supply workers doing floor stripping/refinishing with long pants as well as the shirts/smocks already provided.
- (e) The Employer shall supply adequate hygienic protection for those employees who need such protection in the course of their job duties.

## **8. UNION NOTICES**

The Employer agrees to provide space that is readily accessible for Official Union notices and there shall be no interference by the Employer with said Notice Board.

The Employer shall be responsible for the posting of an up to date Seniority List.

## **9. CONFLICTING AGREEMENT**

The Employer agrees not to enter into any agreement or a contract with employees covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement, or any Statute of the Province of British Columbia or Canada.

The Employer agrees that before effecting any wage rate other than those set out in this Agreement, it shall first negotiate same with the Union Agent in accordance with the applicable section of this Agreement.

## **10. PROTECTION OF RIGHTS**

- (a) The Employer shall not require any Union member to cross a picket line or to accept any products, goods or services from any person or employees of any person with whom a Union has a picket or placard line around or against, to handle or to deliver any product or goods to any person, or employees of any person with whom a Union has a picket or placard line around or against.
- (b) The Union reserves the right to render assistance to other Labour organizations and it shall not be considered a violation of this Agreement for the Union to do so, or to refuse to work with non-Union workers.

## **11. TRANSFER OF TITLE OR INTEREST**

- (a) This Agreement shall be binding upon the parties hereto, their successors, administrators, executors, and assigns. In the event the entire operation or any part thereof is sold, leased, transferred, or taken over by sale, transfer, lease assignment, receivership, or bankruptcy proceeding, or another company, limited or otherwise, is set up to perform any of the functions previously performed by the Employer covered herein, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.
- (b) The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, or assignee of the operation covered by this Agreement or any part thereof. Such notice shall be in writing and a copy thereof shall be delivered to the Union immediately the Employer executes the contract of sale, lease or transfer. The Union shall also be informed of the nature of the transaction, not including financial details.

In the event the Employer fails to give notice as herein required or fails to provide the Union with particulars herein required, the Employer shall be liable to the Union and to the employees covered by this Agreement for all loss or damages sustained as a result of such failure.

The Employer shall not sell the business to another party, until such time as the Employer gives to the Union a letter from the prospective purchaser that the purchaser shall accept the continuation of the collective agreement in force at that time.

## **12. GRIEVANCE PROCEDURE**

- (a) Any complaint, disagreement or difference of opinion between the Employer, the Union or the employees covered by this Agreement, which concerns the interpretation or application of the terms and provisions of this Agreement, shall be considered a grievance.

Any employee, the Union or the Employer may present a grievance. Any grievance which is not presented within thirty (30) days following the event giving rise to such grievance shall be forfeited and waived. This provision shall not be used to deny any employee his or her rights under the Provincial Labour Statutes.

(b) The Steps of the Grievance Procedure shall be as follows:

**STEP I** The employee, with or without the Shop Steward, shall take his/her grievance up with the Foreman or Supervisor. The Employer shall take up his/her grievance with the employee concerned who shall have the right to have the Shop Steward present.

**STEP II** Should a solution not be reached by Step I, then a Representative of the Union, accompanied by the employee and the Shop Steward if the Union wishes, shall discuss the matter with Management.

If no solution is reached, then the grieving party shall submit in writing its contention on the dispute. The other party shall reply in writing within seven (7) days. Failure to respond or failing settlement of the dispute at this stage shall cause the matter to be submitted to Arbitration as set out herein.

Notwithstanding the above, if an authorized Agent of the Union claims a violation of this Agreement, he/she may invoke the Grievance Procedure at Step II as the grieving party on behalf of the Union or on behalf of any employee or employees concerned.

**STEP III** The party desiring Arbitration shall appoint a member for the Board and shall notify the other party in writing of its appointment.

The party receiving the notice shall, within seven (7) days thereafter, appoint a member for the Board and notify the other party of its appointment.

Failure to appoint their nominee, by either party, the other party who has appointed their nominee shall apply to the Minister of Labour to appoint a nominee on behalf of such party.

**STEP IV** The Arbitrators so appointed shall confer to select a third person to be Chairman and failing for five (5) days from the appointment of the second of them to agree to a person willing to act, either of them may apply to the Minister of Labour.

- (c) Notwithstanding the foregoing provisions respecting the establishment and jurisdiction of an Arbitration Board, if the parties agree, a Sole Arbitrator shall be chosen to act in the same capacity and having the same powers as a Board of Arbitration.
- (d) If the Arbitration Board finds that an employee has been suspended or discharged without proper cause or improperly laid off, that employee shall be reinstated by the Employer without loss of pay and with all his/her rights, benefits and privileges which he/she would have enjoyed if the discharge, suspension or improper layoff had not taken place. If an Arbitration Board finds circumstances which in the opinion of the Arbitration Board makes it just and equitable may order the Employer to pay less than the full amount of wages lost.

The Board of Arbitration shall not have any jurisdiction or authority to alter or change any of the provisions of this Agreement, or to give any decision inconsistent with the terms of this Agreement, except where there is a dispute between the parties regarding the rate of pay for a newly established, or altered classification not provided for herein, or a dispute under 24 (b) herein, or a dispute under the Welfare Plan, the Board of Arbitration or Sole Arbitrator shall have the power to deal with such matters and bring down a final and binding award.

Each of the parties hereto will bear the expenses of their nominee and the parties will equally bear the expenses of the Chairman.

- (e) Any discharged or suspended employee, within seventy-two (72) hours of his/her discharge or suspension, shall be given by the Employer, in writing, the reasons for his/her discharge or suspension, with a copy to be sent to the Union. In the event of any dispute or difference as to whether or not there was proper cause for the discharge or suspension of an employee, only the reasons so set forth in writing shall constitute cause to be argued before an Arbitration Board. Time shall be of the essence and the seventy-two (72) hours to be exclusive of Saturdays, Sundays or General Holidays.
- (f) The Employer agrees that if any grievance proceeds to Arbitration and the Arbitration Board finds in favour of the Union or any employee, the Employer shall pay for all time lost by any employee as a result of such employee being called on to appear as a witness.
- (g) If any statement is to be put into an employee's personnel file, a copy of same will be given to the employee with a copy to the Union within thirty (30) days of the event giving rise to the statement, otherwise it shall be null and

void. In any case one (1) year from the date of occurrence such statement shall be deleted from the employee's file.

**13. JOB POSTING, ETC.**

- (a) It is understood that employees may apply for lower paid jobs as well as higher paid jobs.
- (b) If the Employer wishes to institute a new job or classification for which there is no wage rate contained in this Agreement the parties shall negotiate wage rates, conditions, etc. for such job or classification. Failure of the parties to agree shall cause the matter to be submitted to Arbitration.
- (c) When a vacancy occurs in a position included within the scope of this Agreement a notice shall be posted requesting applications to fill such a vacancy from employees of the Employer.
- (d) Such notices shall be attached to the pay cheques. A period of seven (7) calendar days shall be allowed to permit employees to make an application to fill the vacancy.
- (e) All job postings shall be awarded according to seniority.
- (f) An employee who is assigned to a position through the job posting shall be given a trial period of one hundred and sixty-four (164) straight time hours. If at the end of the said period the Employer does not consider the employee to be capable of performing satisfactorily, the employee shall be returned to the last position held without loss of seniority. Any other employee being assigned to a position as a result of the re-arrangement of position shall also be returned to the former position and rate of pay that such employee held without loss of seniority.
- (g) All job postings shall contain the following:

PLACE OF POSTING  
NUMBER OF HOURS  
HOURS OF WORK AND DAYS OF WORK  
DATE TO TAKE EFFECT  
WHETHER PERMANENT OR TEMPORARY

All openings in any job classification shall be posted and seniority shall prevail in the selection of the candidate to fill the job.

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

**14. TECHNOLOGICAL CHANGE AND RETRAINING**

- (a) The Employer shall not introduce or implement any technological change until and unless:
  - (i) The Employer has given three (3) months notice in writing to the Union of its intention to introduce a technological change;
  - (ii) The Employer has given first opportunity to the employees then on the payroll through the Job Posting Procedure, to receive training required by such technological change;
  - (iii) The parties agree to an appropriate rate of pay for the job affected by such technological change. If the parties do not agree, the matter shall be settled by Arbitration.

**15. SEVERANCE PAY**

- (a) Employees with one (1) year or more of service, whose employment is terminated as a result of technological change or of closure of the whole or any part of the operation or loss of business, shall receive termination pay of one (1) week's pay for each year of service with the Employer, at the rate of pay the employee was receiving on the date of termination.
- (b) Severance pay will not be applicable in the event of layoff of an employee unless the layoff without recall exceeds a period of six (6) months.

**16. PAY DAY AND PAY STATEMENTS, ETC.**

- (a) All employees covered by this Agreement shall be paid not less frequently than on a semi-monthly basis, all wages earned by such employees to a day not more than eight (8) days prior to the day of payment.
- (b) The Employer shall provide every employee covered by this Agreement on each pay day with an itemized statement in respect of all wage payments. Such statement shall set forth the total hours worked including overtime, the rate of wages applicable and all deductions made from the gross amount of wages.
- (c) Where there is an error on a pay cheque this shall be corrected and any monies owing be paid not later than two (2) working days from the date the

Employer's payroll official is notified of the error, or a five percent (5%) penalty on the amount owing will be paid to the employee involved for each day the error is not corrected.

## 17. ANNUAL VACATIONS

- (a) No later than April 1<sup>st</sup> of each year, the Employer shall post a Vacation list on the Bulletin Board, and each employee in order of seniority shall apply for his or her vacations on such list at a time same is desired, and such request must be completed by May 1<sup>st</sup> of each year. Once such list is completed, vacations shall not be altered except by mutual consent of the employee and the Employer.

Vacations shall be taken in one (1) unbroken period unless requested by the employee who shall have the right to decide whether their vacations shall be in one (1) period or split. If employees so choose, their vacations must be given between May 15<sup>th</sup> and September 1<sup>st</sup> each year.

- (b) An employee's anniversary date of original hiring shall be used as the date to calculate an employee's vacation entitlement and payment.

The Employer shall pay annual holiday pay accrued during the year as a lump sum payment, once per year only. Accrual will begin in the first pay period after the collective agreement is ratified and pay out will be twelve months from that date for any holiday not taken during the year.

- (c) Employees who complete one (1) year and up to four (4) years as an employee shall receive two (2) weeks vacation each year, based on four percent (4%) of their annual gross earnings for the year for which they are receiving their vacation.
- (d) Employees who have completed four (4) years and up to twelve (12) years as an employee shall receive three (3) weeks vacation each year, based on six percent (6%) of their annual gross earnings for the year for which they are receiving their vacation.
- (e) Employees who have completed twelve (12) years and thereafter as an employee shall receive four (4) weeks vacation each year, based on eight percent (8%) of their annual gross earnings for the year for which they are receiving their vacation.
- (f) 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.
- (g) Absence due to any illness or authorized leave of absence will be deemed to be time paid for the purpose of vacation entitlement.

- (h) In the event that an employee leaves the employ of the Employer before he/she is entitled to two (2) weeks vacation, he/she shall receive four percent (4%) of the gross earnings he/she received while in the employ of the Employer.
- (i) In the event of an employee leaving the employ of the Employer after he/she had his/her vacation he/she earned for the previous year, he/she shall only receive four percent (4%), six percent (6%), or eight percent (8%), as the case may be, of his/her pay for the year in which he/she ends his/her employment for which no vacation has been paid.
- (j) Prior to an employee going on his/her vacation, the Employer shall furnish the employee with a statement showing the period for which the employee is receiving his or her vacation pay, how the vacation pay was calculated and shall include all overtime payment, commissions or anything of a monetary value received from the Employer on which the employee has to pay income tax, and also a cheque for the appropriate vacation pay the employee is entitled to.
- (11) Employees may choose to work instead of taking vacation. There will be no accrual of vacation past one year and all employees will be paid out on the same date each year. An employee taking their annual holiday will receive payment for holiday pay accrued in the first pay period after their return to work.

**18. GENERAL HOLIDAYS**

- (a) Employees who have established seniority in accordance with Article 20 and who worked the last two scheduled working days within seven (7) days previous to the General or proclaimed holiday and who have worked the first (1<sup>st</sup>) scheduled working day within seven (7) days following the General or proclaimed holiday, shall receive their regular days wages for the said holiday.

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

- (b) It is agreed that the General Holidays shall take place on the day and date designated as a holiday by the Federal or Provincial Government.
- (c) An employee shall be paid for each General Holiday even if it falls on his/her regular days off, Annual Vacation,

Jury Duty, Bereavement Leave, or Compensation. The employee shall be given a day off with pay in such circumstances or an extra day's pay as he/she chooses.

- (d) 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.

#### **19. SEPARATION OF EMPLOYMENT**

- (a) If an employee is discharged he/she shall be paid in full for all monies owing him/her within twenty-four (24) hours of his/her discharge.

If an employee quits the Employer may withhold payment for five (5) calendar days.

- (b) The Employer shall give a Record of Employment Certificate to any employee who separates from employment for at least seven (7) days for any reason within five (5) days of the last day worked, or terminated.

#### **20. SENIORITY**

- (a) There shall be a Seniority List setting out the name and date of employment of all employees. Such list must be kept current, and a copy must be supplied to the Union every six (6) months, and one (1) copy posted on the Bulletin Board.
- (b) Seniority shall commence at the date of employment. All new hires will be subject to a probationary period of thirty (30) days from the date new hires start work.
- (c) When an authorized leave of absence has been granted, the employee shall retain their seniority status as of the day the leave of absence was commenced. The leave of absence must be renewed in writing, by the employee, or it shall become null and void, and it will be assumed the employee has terminated.

- (d) When there is a vacancy within the building work site or there is a reduction of duties or service levels, seniority will prevail.
- (e) Layoff and recall shall be based on seniority, that is, the last hired shall be the first laid off and the last laid off shall be the first recalled.
- (f) Employees employed at the Marine Building may only bump employees at other locations in the event of a layoff.
- (g) Seniority shall be lost if an employee:
  - (i) Voluntarily leaves the employ of the Employer; or
  - (ii) Is discharged for cause; or
  - (iii) After a layoff, fails to report for work for five (5) working days after being recalled by telephone and registered letter; or
  - (iv) Is absent without leave for five (5) working days without legitimate reason; or
  - (v) Is on continuous layoff for six (6) months.  
Window cleaners three (3) months.

**21. DAYS AND HOURS OF WORK AND OVERTIME**

- (a) Each employee shall be guaranteed four (4) hours work each day, provided he commences work at the start of his shift.

The standard working day for all employees, except window cleaners, shall be eight (8) hours for Heavy Duty and seven (7) hours for Light Duty worked within eight and one-half (8½) consecutive hours.

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.

The standard working week for all employees, except window cleaners, shall consist of five (5) consecutive eight (8) hour days each week with two (2) consecutive days off.

Time worked beyond the hours shown above shall be paid at the overtime rate.

- (b) Hours worked in excess of eight (8) hours in any one day shall be paid at time and one-half (1½) the regular rate of pay.

Hours worked in excess of ten (10) hours in any one day shall be paid at double time (2x) the hourly rate of pay.

- (c) Employees who work at more than one location on any day, shall be paid from the time they commence their first job until they have completed their last job.
- (d) Employees commencing work at the instance of the Employer shall receive a minimum of four (4) hours pay.
- (e) When an employee is required to report to work, they shall be paid four (4) hours wages if there is no work available.
- (f) For all hours worked up to four (4) on the sixth (6<sup>th</sup>) day of their work week, shall be paid at one and a half (1½) times the regular rate. For all hours worked in excess of four (4), two times (2x) the regular rate.

For all hours worked on the seventh (7<sup>th</sup>) day of their work week, two times (2x) the regular rate.

The term sixth (6<sup>th</sup>) day as used in this Agreement shall be the employee's first (1<sup>st</sup>) scheduled day off in the employee's work week.

The term seventh (7<sup>th</sup>) day as used in this Agreement shall be the employee's second (2) scheduled day off in the employee's work week.

- (g) All work performed by an employee in excess of said employee's scheduled shift must be authorized by the Supervisor before work is commenced.
- (h) All overtime shall be allocated on the basis of seniority by classification at each job site.
- (i) Overtime payment in arrears shall be claimed within thirty (30) working days of occurrence.
- (j) For all hours worked on a General or proclaimed holiday named in Article 18, the employees shall be paid at two times (2x) the rate of pay for all hours worked, in addition to any other compensation described in Article 18.
- (k) The allocation of shifts and hours and hours of work shall be done by seniority in accordance with classifications at each building site. However, a "bump"

in accordance with Article 20 shall take precedence over this provision.

- (l) The Employer shall give to each employee whose shift is to be changed a minimum of twenty-four (24) hours advance notice prior to such shift change becoming applicable or eight (8) hours pay in lieu thereof.
- (m) 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 day to be worked and the days off. The Employer shall give the employee five (5) working days notice of change of schedule except in a case of an emergency.
- (n) Subject to Article 20, 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 within seventy-two (72) hours of the employee notifying the Employer of the ability to return to work if such notice is anticipated.
- (o) Where the conditions of the employee's job change, such as an increase or reduction in work load, and/or hours, or the job no longer exists because of a loss of contract, the Employer shall inform the employee of such changes, and shall offer work at another local, and such work shall be of same nature that is equal to or better than the job the employee previously held.

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

(p) **Split Shifts**

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

- (q) Where time clocks are used, all employees shall have access to them at all times.
- (r) When an employee discovers that he/she has been asked to clean a space that has been vacated or no longer used, he/she will notify his/her supervisor within forty-eight (48) hours
- (s) 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.

(t) **Temporary Employees**

Temporary employees must first be authorized by the Union before placement.

Temporary employees shall be used only when all employees on lay off have been recalled.

Temporary employees shall have the right to bid on all job postings before any new hires.

Areas of temporary employment shall be as follows:

(u) **Vacation and Sick Relief**

All replacements for this category shall be named and all names shall be sent to the Union Office.

**22. LUNCH AND REST PERIODS**

- (a) Each employee, having a work day of five (5) hours or more shall have a lunch period of at least one-half ( $\frac{1}{2}$ ) hour.
- (b) Employees, who are required to perform work of any kind during their lunch period, shall be paid wages for the lunch period.
- (c) 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:
  - (i) Employees, working four (4) hours and less than seven (7) hours, one (1) fifteen (15) minute rest period.
  - (ii) Employees, working seven (7) hours or more, two (2) fifteen (15) minute rest periods.

**23. COMPENSATION COVERAGE**

When an employee goes on Compensation, he/she shall, when the Compensation Board signifies that he/she may go to work, be

returned to the payroll at his/her previous job and applicable rate of pay.

**24. SAVINGS CLAUSE**

- (a) If any Article or Section of this Agreement should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
- (b) In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If such parties do not agree on a mutually satisfactory replacement, they may submit the dispute to the Grievance Procedure as in Article 12 herein.

**25. INSPECTION PRIVILEGES**

An authorized Agent of the Union shall have access to all areas of the Employer's establishment during working hours.

**26. SANITARY FACILITIES, ETC.**

- (a) The Employer agrees to maintain clean, sanitary washrooms having hot and cold running water and proper hand cleanser and towels in sufficient quantity, with toilet facilities, and employees shall observe the simple rules of cleanliness and good housekeeping in these facilities.
- (b) Clothes closets or lockers of a suitable size for the protection of employees' clothes and personal belongings shall also be provided.
- (c) The Warehouse and Office shall be adequately heated and ventilated.

**27. SAFETY AND HEALTH**

- (a) The Employer shall make reasonable provisions for the safety and health of its employees during the hours of their employment.

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

Any employee who considers that any equipment or practice being carried on within the premises is unsafe shall have the right to refuse to work with such equipment or under such conditions.

- (b) Any employee who considers that any equipment or practice being carried on within the premises is unsafe shall have the right to refuse to work with such equipment or under such conditions.
- (c) In the event of an employee becoming ill during his/her shift, the employee shall report directly to his/her Supervisor or Foreman, and if the employee wishes to go home or to a doctor permission to do so will be granted.

#### **28. BONDING**

If the Employer requires any employee to be bonded, the Employer shall request the employee to fill in a bonding form that is sanctioned by the Union. The cost of such bonding shall be paid for by the Employer.

#### **29. MANAGEMENT**

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

#### **30. HEALTH AND WELFARE PLAN**

- (a) All employees working one hundred (100) hours per month shall be covered by the B.C. Medical Plan, plus twenty thousand dollars (\$20,000.00) Life Insurance and AD & D paid and provided by the Employer.
- (b) Employees working in excess of one hundred (100) hours per month may bank any excess hours worked above one hundred (100) hours in an hour bank to a maximum of three hundred (300) hours which may be drawn upon if a shortage occurs in any one month (this will also provide coverage due to sickness).

- (3) All employees qualifying for MSP coverage will agree, as a condition of receiving their benefits, to complete and submit to the office once per year a "Premium Assistance Qualification Form which will be supplied by the Employer.

**31. ARTICLE HEADINGS**

The Article Headings shall be used for purposes of reference only and may not be used as an aid in the interpretation of this Agreement.

**32. TRANSPORTATION**

No employee shall use his/her car on Employer business.

**33. MEDICAL EXAMINATIONS**

- (a) Any medical examination requested by the Employer shall be complied with, provided however, that the Employer shall pay for all such examinations. The Employer reserves the right to select its own medical examiner or physician and the Union may, if in its opinion it thinks an injustice has been done an employee, have said employee re-examined at the Union's expense.

When a medical examination is required by the Employer, the following condition shall apply:

If an employee takes a medical examination he/she shall be paid for the time involved at his/her regular rate of pay.

- (b) If, following an Employer requested medical examination, any employee is deemed to be physically incapable of carrying out his/her regularly assigned duties, the following procedure shall be followed:
  - (i) The Employer shall notify the Union of the medical findings in respect to the employee. Should the Union or the employee disagree with said findings, the employee at his/her own expense shall have the right to be examined by his/her personal physician.
  - (ii) Where there is no agreement between the Employer appointed physician and the employee's physician on the condition of the employee, the two (2)

physicians shall select a medical consultant to examine the employee with respect to the dispute.

- (iii) The findings of the consultant shall be final and binding upon all parties.
  - (iv) The remuneration of the consultant shall be borne equally by the Employer and the Union.
  - (v) Should the consultant deem the employee to be capable of carrying on his assigned duties, then the employee shall not suffer any loss of earnings caused by his/her having been removed from or temporarily suspended from his/her regularly assigned duties.
- (c) Where any employee drives a motor vehicle in the course of his/her employment is required to take a medical examination to verify his/her right to drive such motor vehicle or to obtain an Air Ticket, the Employer shall, where same is not paid for by any part of the Welfare Plan, pay for such medical examinations.

#### **34. TRUCK MAINTENANCE AND SAFETY**

- (a) The maintenance of equipment in a sound operating condition is not only a function, but a responsibility of the Employer.
- (b) The Employer shall not require employees to operate any vehicle that is not in safe operating condition or equipped with the safety appliances or stickers prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment.
- (c) No driver shall be required to service or maintain trucks or equipment.
- (d) A form shall be supplied the driver on which to report defects in equipment with sufficient copies so that the driver may retain a copy. Such trucks shall not be operated until the defect has been rectified.
- (e) The Employer shall not require any employee to operate a vehicle in a manner which contravenes any Statutes, Regulations or By-Laws.
- (f) If a driver is charged for a violation of traffic laws while working and is found not guilty in Court, the Employer shall pay that employee's legal fees and loss of wages.

**35. CLASSIFICATIONS AND WAGE RATES, ETC.**

- (a) The classifications and wage rates for the effective period of this Agreement shall be those as set out in Appendix "A" attached hereto and forming part of this Agreement.
- (b) Time shall be computed from the time the employee commences his/her day's work until his/her shift is finalized.
- (c) When an employee meets with an accident at work, he/she shall be paid a full day's wages for the day of the accident.
- (d) If an employee is required to take time off during working hours in regards to any compensable injury or illness, he/she shall be paid for such time off in a manner that will ensure him/her a minimum of eight (8) hours' pay for that day.
- (e) When an employee is temporarily removed from his/her regular work he/she shall be paid his/her regular rate of pay or the rate of the other work, whichever is the greater, for all time employed on such work, and no employee's rate may be reduced below his regular rate.

**36. PAID ELECTION TIME OFF**

The Employer shall not alter the regular or normal starting times of shifts of any employee on any Election Day.

**37. GENDER**

Wherever the use of the male gender is used herein, it shall also apply to the female gender.

**38. TOOLS**

All tools and equipment required by employees to properly perform the functions of their job shall be furnished by the Employer and shall be its property at all times.

**39. LOSS OF BENEFITS**

No employee who, prior to the date of this Agreement, was receiving more than the rate of wages in this Schedule or working less hours than stipulated in this Agreement, or any other benefits shall suffer a reduction of wages or increase in hours worked per week or loss of benefits, because of the adoption of this Agreement.

**40. MINIMUM STANDARDS**

- (a) It is intended that the provisions contained in the *Employment Standards Act and Regulations (Act)*, presently in effect and from time to time amended, are minimum requirements only.
- (b) In the event this collective agreement does not contain a provision which is contained in the *Act* such provision shall be deemed to be incorporated in the collective agreement as part of its terms.
- (c) In the event this collective agreement contains a provision which is a lesser requirement than a similar or related provision contained in the *Act*, then the provision contained in the *Act* shall prevail, and shall be deemed to be incorporated in the collective agreement as part of its terms.
- (d) In the event a dispute arises respecting the application or interpretation of any provision of the *Act* which is deemed to be part of the terms of this collective agreement, the Grievance Procedure contained in this collective agreement, including Arbitration if necessary, shall apply for resolution of the dispute.

IN WITNESS WHEREOF the Party of the First Part has hereunto affixed its signature(s) by its Officers duly authorized therefor, and the Party of the Second Part has hereunto affixed its signature(s) and seal by its Officers duly authorized therefor.

DATED AT Vancouver, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

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**APPENDIX "A"**

**RATES PER HOUR**

<b>CLASSIFICATIONS</b>	<b>EFFECTIVE APRIL 1/03</b>
Light Duty	\$10.00
Heavy Duty	\$11.50
Window Cleaner	\$12.25
Carpet Cleaner	\$12.25

**NEW EMPLOYEES HIRED AFTER JULY 1<sup>st</sup>, 1996 RATES PER HOUR**

1<sup>st</sup> 4 months of employment - \$1.00 less than full rate

Thereafter full rate

**JOB DESCRIPTIONS**

**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 of walls, door frames, door glass and other items considered light duties, not including vertical or horizontal blinds.

**HEAVY DUTY CLEANER**

An employee who performs regular duties as outlined under light duty cleaner plus, and to include, mopping, heavy sweeping, cleaning of light fixtures and replacing bulbs, and general maintenance duties confined under janitorial industry.

**WINDOW CLEANER**

An employee who performs window cleaning duties, including swing stage, bosun chair work, ladder work, tucker pole work and who has a knowledge of all safety regulations.

## **GENERAL**

The Employer shall supply, launder and maintain coveralls or similar uniforms for each employee employed as a window cleaner at no cost to the employee.

## **SAFETY PRACTICES**

### **WINDOW CLEANING GENERAL REQUIREMENTS**

Except as provided by the Industrial Health and Safety Regulations, window cleaning work shall be conducted in accordance with the applicable requirements of the Canadian Standard Association Z91 Code of practice for window cleaning.

The Employer shall make available to all window cleaners, a copy of the CSA-Z91 Code for window cleaning at no cost to the employee.

### **REQUIREMENTS FOR SAFETY DEVICES**

Where windows are being cleaned from the outside at elevations ten (10) feet three (3) metres or more above grade, appropriate safety devices shall be provided and used.

### **ACCEPTABLE SAFETY DEVICES**

Safety devices include ladders, platforms, swing stages, monorail systems, boson chairs, suspension harnesses, extended window platforms, safety belted, life lines and attachments and other devices acceptable to the Workers' Compensation Board.

### **DESIGN MAINTENANCE AND USE**

Such devices shall be designed, used and maintained in accordance with the relevant regulations contained in Section 14, 30 and 32 of the Industrial Health and Safety Regulations made under the appropriate Sections of the *Workers' Compensation Act*.

### **AUXILIARY SILLS**

Workers shall not stand on window sills which extend outward less than four inches (4") ten centimetres (10cm) from the window frame, unless auxiliary sills or other equally effective devices are used.

### **WIDTH OF SILLS**

The combined width of a permanent and auxiliary sill shall not be less than ten inches (10") twenty-five centimetres (25cm) or more than fourteen inches (14") thirty-six centimetres (36cm).

### **SECURING OF SILLS**

Auxiliary sills or other devices shall be designed to be securely fastened in place from within the building.

#### **USING LEDGES AS WALKWAYS**

Workers cleaning windows shall not pass from window to window on the outside of the building, except where a ledge provides a continuous secure footing of not less than ten inches (10") twenty-five centimetres (25cm) wide and where safety devices are used to give continuous protection.

#### **SAFETY BELTS, SAFETY STRAPS AND ANCHORS**

Workers cleaning windows shall not pass from window to window on the outside of the building, except where a ledge provides a continuous secure footing of not less than ten inches (10") twenty-five centimetres (25 cm) wide and where safety devices are used to give continuous protection.

### **CARPET CLEANER JOB DESCRIPTIONS**

#### **CARPET CLEANER**

An employee who performs all phases of carpet cleaning, including cleaning of upholstered furniture and has 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.

#### **PREMIUMS**

Carpet Cleaners who may be required to work a split shift, shall be paid an additional twenty cents (20¢) per hour for the day. A split shift is a shift which is not completed in a continuous period after commencement. All split shifts shall be completed within twelve (12) hours after commencement.

The Employer shall supply, launder and maintain coveralls or similar uniforms for each employee employed as a carpet cleaner at no cost to the employee.

#### **PREMIUMS**

##### **(1) GRAVEYARD SHIFT**

All graveyard shift employees shall receive a shift premium of fifteen cents (15¢) per hour.

**(2) 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.

**(3) 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.

**(4) CHARGE HAND I**

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¢).

**(5) CHARGE HAND II**

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¢).

**(6) CHARGE HAND III**

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¢).

**(7) ROUTE CLEANER**

An employee, who performs janitorial duties and is required to move from job to job in the course of their duties during their shift shall be paid an hourly premium of twenty-five cents (25¢), outside a radius of two (2) blocks from first (1st) job.

**(8)** Any employee other than WINDOW CLEANER or CARPET CLEANER, performing work that calls for a higher wage rate shall be paid the higher wage rate for the hours worked.

**(9) FLOOR WAXER**

Any employee, designated by the Employer to operate a floor machine and perform duties to the stripping or waxing of floors for a period of one (1) hour or more, shall be paid an additional premium for all hours worked at these duties at the rate of twenty cents (20¢) per hour.

**(10) SNOW REMOVAL**

An employee required to remove snow shall be paid a premium of seventy-five cents (75¢) per hour worked removing snow.

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

**LETTER OF UNDERSTANDING**

**BETWEEN**                    **ROCKY'S BUILDING MAINTENANCE**  
12374 72A Avenue  
Surrey, B.C.    V3W 9J6

(hereinafter referred to as the "EMPLOYER")

**AND:**                        **TEAMSTERS LOCAL UNION No. 213**  
490 East Broadway  
Vancouver, British Columbia

(hereinafter referred to as the "UNION")

WHEREAS the Employer and the Union have agreed to a Grievance Procedure, as provided in Article 12 of the collective agreement, and;

WHEREAS the Employer and the Union wish to institute an additional procedure for the resolution of grievances;

THEREFORE, the Employer and the Union agree as follows:

4. Prior to proceeding to arbitration, the grieving party can request and if mutually agreed, that the grievance be referred to the Canadian Joint Grievance Panel Inc., established for this purpose by the Employer and the Union. The grieving party will advise the other party in writing of its intention to proceed to The Canadian Joint Grievance Panel Inc. within fourteen (14) days after completion of Step II of the Grievance Procedure.
5. The Canadian Joint Grievance Panel Inc. shall be composed of four (4) persons, two (2) of whom shall be selected by the Employer and two (2) by the Union. In the event that four (4) persons are not available, The Canadian Joint Grievance Panel Inc. shall be composed of two (2) persons, one (1) of whom shall be selected from the Employer and one (1) from the Union. The Employer shall not select a representative from the Company involved nor will the Union select a representative from the Local involved.
6. The Canadian Joint Grievance Panel Inc. shall meet to hear and determine the grievance and render a decision after hearing the matter brought before it.
7. The majority decision of The Canadian Joint Grievance Panel Inc. on the disposition of a grievance shall be final and binding upon the parties and shall have the same effect as a

decision rendered by an Arbitrator. Decisions of The Canadian Joint Grievance Panel Inc. shall not be used as precedents.

8. If The Canadian Joint Grievance Panel Inc. is unable to reach a majority decision as outlined in Schedule 1 pursuant to paragraph 3. above, the grieving party may proceed to Schedule 2 of The Canadian Joint Grievance Panel Inc. or an outside Board of Arbitration by informing the other party in writing within fourteen (14) days after The Canadian Joint Grievance Panel Inc. advises the parties that it is unable to reach a majority decision.
9. Should the parties agree to proceed to Schedule 2 of The Canadian Joint Grievance Panel Inc. they may proceed as outlined in the Rules And Procedures of Schedule 2.
10. The Canadian Joint Grievance Panel Inc. shall be governed by the Rules of Procedure and the Conduct of Proceedings established for the Panel, with necessary modifications, as set out in Schedule 1 and Schedule 2.
11. The parties agree that this Letter of Understanding and Schedule 1 and Schedule 2 do and will form part of the collective agreement between the parties and will continue to form part of the collective agreement through successive Agreements until mutually changed by the parties.

DATED AT Vancouver, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

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