

**EXCELSIOR BUILDING MAINTENANCE LTD.**

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**PURPOSE**

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

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

**ARTICLE 1:00 UNION RECOGNITION - MANAGEMENT RIGHTS****1:01 UNION RECOGNITION**

The Employer recognizes the Union as the sole bargaining authority for all Employees within the bargaining unit.

**1:02 MANAGEMENT RIGHTS**

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.

**ARTICLE 2:00 UNION SECURITY****2:01**

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

**2:02**

Any Employee working four (4) days or more in any one (1) calendar month, shall pay to the Union an amount equal to the Dues charged by the Union to its Members. Any Employee working less than four (4) days in any one (1) calendar month, shall pay to the Union minimum dues.

**2:03**

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

**2:04**

The Employer shall make the "Union" deductions (Fees, Dues, Assessments) on the first (1st) pay period each and every month and remit same to the Union before the twenty-fifth (25th) day of the month in which said deductions were made. The Employer shall include with the remittance a list of amounts deducted from each Employee, a list of New Employees hired during the month with the Name and Address of each New Employee, and such list shall also show the Names of the Employees who may have terminated or are now on Annual Vacation, Sick Leave, W.C.B. and/or Leave of Absence. All Dues remittances and Assessments shall be shown on all T-4 Slips.

**2:05**

The Employer shall comply with the Check-Off of Fees, Dues and Assessments in accordance with the foregoing and in accordance with Section 10 of the Labour Relations Code of B.C. and Amendments hereto. If the Employer fails to comply with the provisions of Article 2:04 and/or 18:01, the Employer shall be subject to a fine based on the prime interest rate at that time, for each day past the end of the month in which the said amounts have not been paid.

**2:06**

The Employer shall notify the Union in writing, within five (5) days of appointing an Employee to a position which the Employer considers to be outside the bargaining unit.

**2:07**

Upon receiving written notification from the Union that an Employee has not complied with the foregoing the Employer shall terminate the Employee within seven (7) days of such notification.

**2:08**

In the event of a change in the Schedule of Fees, Dues and Assessments made by the Union, the Employer shall make deductions in accordance with the revised Schedule after receiving two (2) months written notice from the Union by Registered Mail of such change.

**2:09 RETIREES**

The Employer agrees to give notice by separate letter, to the Union, that the Employee has terminated their employment because of retirement. The covering letter shall indicate the Employee's name, current address, Social Insurance Number and retirement date.

**2:10 AUDIT CLAUSE**

The Union shall be permitted to inspect and audit the Employer's record of time worked by Employees and contributions made to the Plans and shall be allowed the time necessary to complete the audit.

The Auditor shall notify the Employer of his intentions to audit and to make the necessary arrangements for the time and place.

**2:11 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.

**2:12 UNION BUTTON**

An Employee may wear the Union Button without being disciplined.

**2:13 GARNISHEE PROTECTION FROM DISCIPLINE**

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

**2:14 JURISDICTION**

The Employer agrees that all work, coming under the jurisdiction of the Union performed by anyone, on behalf of the Employer, directly or indirectly under contract or subcontract, shall be performed by Employees who are Members of the Union in accordance with the terms and conditions as set out in this Agreement.

**2:15 NO OTHER AGREEMENTS**

No Employee shall be asked, and no Employee shall offer to make a written or verbal agreement and/or Contract with the Employer inconsistent with, or at variance with the terms of this Agreement.

**2:16**

Where the Employer contracts a job where wages and fringe benefits have been established by the Union, and are in excess of those contained in this Agreement, the Employer agrees to pay the higher wage, and maintain such fringe benefits, or pay the Employee(s) the monetary value thereof.

**2:17**

The signing of this Agreement shall be no reason for the Employer to cancel any existing privileges that are not contrary to this Agreement. Working conditions and rest periods presently existing shall be maintained unless changed by the terms of this Agreement.

**2:18**

The Employer and the Union shall share equally, the cost of producing pocket size Agreements which shall be distributed to the Employees and Supervisory Personnel.

**2:19**

There shall be no discrimination against any Employee for being an Officer, Shop-Steward, or Committee Man of the Union.

**2:20 SHOP-STEWARDS**

- (A) Shop-Stewards shall be recognized by the Employer, and the Union agrees to notify the Employer as to the Shop-Steward's name in each operation.
- (B) The Union may appoint a Chief Shop-Steward (one at each Company). The Member fulfilling the Chief Shop-Steward's position shall be deemed to have at least a minimum of three (3) year's seniority for the purpose of lay off.
- (C) It is understood that the Chief Shop-Steward will be drawn from the ranks of the "Light Duty" or "Heavy Duty" ranks.

**2:21**

The Employer shall provide access to the job sites to the Union. The Union shall notify the Employer in advance.

**2:22**

The Employer shall ensure that all "Management" staff practise the full intent and application of the Human Rights Code of British Columbia, in the performance of their duties.

**2:23**

All Employees, working in the Industry, as covered by this Collective Agreement, prior to January 1, 1982, shall not be reclassified to a lower classification, except as provided under Article 3:13. They shall be paid at the rate of pay for their classification, plus any and all increases as prescribed by this Collective Agreement.

**2:24**

If an Employee becomes physically incapable of performing a satisfactory function in their classification, or by personal request, he or she may be transferred to a lower classification, if notification is given to the Union.

**2:25**

During the life of this Agreement, in the event of the Employer hiring Employees for whom a wage rate and classification are not contained in this Agreement, the necessary classification and wage rate shall be added by Amendment to this Agreement. If the parties are unable to agree on the classification and/or wage rate, the matter may be taken up under the Grievance Procedure and Arbitration Procedures contained within this Collective Agreement.

**2:26**

The classifications defined in Articles 4:00, 22:00 and 23:00 shall be decided by the number of months an Employee has been a Member of the Union working in the Industry. An Employee, who has no Union standing but who has worked in the Industry elsewhere, shall be classified according to his ability and experience.

**2:27 MULTI-EMPLOYER CERTIFICATION CLAUSE**

Should the Union consider multi-employer certification in accordance with the Labour Relations Code of British Columbia, it is agreed that the parties to this Agreement will meet to discuss Employer support.

**2:28**

Negotiations and Administration of the Agreement shall be conducted during normal business hours.

**2:29**

Union Members reserve the right to refuse to work with any other Employees of the Employer who is not a Member of the Union other than those excluded by the Certification.

**2:30 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 3:00 GRIEVANCE PROCEDURE**

### **3:01**

Any grievance and/or dispute arising out of the interpretation, application, and/or operation of this Agreement that may arise during the Life of this Agreement, shall be promptly discussed and the parties hereto shall diligently co-operate in an effort to adjust such grievance and/or dispute at the earliest possible.

During the investigation of a grievance, the Employee or Business Representative with the grievers written permission, shall be entitled to review the Employees personnel file.

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

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

### **3:02**

The agreed procedure for adjusting all grievances and/or disputes shall be as follows:

### **3:03**

The aggrieved Employee shall take up his grievance with his Supervisor immediately. The Shop-Steward shall be present at all such Meetings if one is appointed.

### **3:04**

If the grievance is not immediately resolved, the Employees shall contact the Union Office.

### **3:05**

If the grievance is not resolved within seven (7) days of occurrence, it shall be discussed with the Employer, the Union, and the aggrieved Employee.

### **3:06**

If the grievance is not resolved by 3:05 above, the Union shall file the grievance, in writing, with the Employer within fifteen (15) days of occurrence and the Employer and the Union will make every effort to resolve the grievance by discussion.

### **3:07 LETTER OF DISCIPLINE**

- (A) All letters of discipline that an Employee receives shall be removed from their personnel file twelve (12) months after the occurrence provided no similar incident occurs in that period. Should an Employee have a similar incident occur within twelve (12) months, the first incident will remain on file for a further six (6) months.
- (B) All letters of discipline shall have two places for the Employee to sign; one stating that the Employee has read the letter of discipline and agrees with the letter, and one stating that the Employee has read the letter of discipline and disagrees with the letter. The Employee shall sign in one of two places provided.

**3:08 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.

**3:09**

(A) Any grievance and/or dispute between the Employer and the Union, involving the interpretation, application, operation, or any alleged violation of this Agreement, may be referred by either party to the Labour Relations Council.

**(B) SINGLE ARBITRATOR**

By mutual agreement the Union and the Employer may select a Single Arbitrator to resolve the dispute in accordance with the Grievance Procedure and Arbitration Article of the Collective Agreement. Failing to agree on a Single Arbitrator, the provisions of a three (3) man Board will apply.

**3:10**

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, NEIL HAGGQUIST, or a substitute agreed to by the parties, shall at the request of either party:

- (A) investigate the difference;
- (B) define the issue in the difference, and
- (C) 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.

**3:11**

Any grievance and/or dispute that is not resolved by negotiations between the Employer and the Union within fourteen (14) days after negotiations have begun, either party may request, in writing, that the Grievance and/or dispute be referred to Arbitration. This time period may be extended by mutual agreement. The party desiring Arbitration shall notify the other party, in writing, setting forth the matters to be arbitrated and naming a Representative to the Arbitration Board. The party receiving such notice shall, within five (5) days, appoint a Representative to the Arbitration Board by notifying the other party's Representative. If either party fails to appoint or select its Representative within the time specified herein, the other party may apply to the Labour Relations Board to make the appointment.

**3:12**

The two (2) Representatives appointed shall meet and, within forty-eight (48) hours after appointment, shall select a Chairman of the Arbitration Board. If they are unable to agree upon the selection of a Chairman within three (3) clear days, either of them may request the Labour Relations Board to appoint a Chairman.

**3:13**

The Arbitration Board shall meet as soon as may be convenient after its appointment, and shall hear the parties to the dispute present their arguments pursuant to the Terms Of Reference.

**3:14**

The Arbitration Board shall have the authority and power, if it deems proper, to order that any Employee, who has been wrongfully discharged, suspended or otherwise disciplined, shall be reinstated in his employment without loss of pay and with any other benefits restored that he may have lost as a result of such discharge, suspension or disciplinary action.

**3:15**

The Arbitration Board shall not have the power or the authority to add to, subtract from, alter, or to amend this Agreement in any respect, or to award damages, or costs against either party.

**3:16**

The Arbitration Board shall make its award known to the parties, in writing, within ten (10) days after concluding its Hearings, or as soon thereafter as may be conveniently arranged. A majority decision of the Arbitration Board shall constitute the award. The award shall be final and binding on both parties.

**3:17 FAST TRACK MED/ARB PROCESS**

- (A) The process can only be used by mutual agreement between the parties who are signatory to this Collective Agreement.
- (B) The outcome will be binding on the parties.
- (C) The procedure may be used after STEP ONE or STEP TWO of the Grievance Procedure.
- (D) No Legal Counsel will be used by either party. The Union will use elected Officers or Business Representatives. The Employer will use Employees of their Industrial Relations Division.
- (E) The number of cases to be heard at any given time will not exceed three (3).
- (F) The parties or their Representative will try to get an agreed statement of facts for presentation to the Arbitrator.
- (G) Wherever possible the Arbitrator will attempt to mediate a settlement between the parties.
- (H) In such case that the Arbitrator must write a decision, such decision shall be brief and to the point.
- (I) An agreed schedule for the process will be arranged in advance, based on a mutual assessment of the length of time needed to present each case.
- (J) General Rules of evidence will be waived except for the rule of "onus".
- (K) The Offices of the Employer and the Service Employees International Union, Local 244 will be used for the process on an alternating basis starting with the Service Employees International Union, Local 244 Offices.

**3:18 PROCEDURE GUIDELINES****(A) THE OPENING STATEMENT:**

This should basically set out the case from each parties perspective. The Arbitrator will aggressively seek at this point to define the issue and to determine what evidence is agreed to and what is not.

**(B) THE HEARING:**

Sufficient witnesses should be called to ensure the "story" is properly told. Where it is an issue of credibility or conflicting evidence, the key individuals must testify.

**(C) THE ARGUMENT:**

As agreed, the parties will not cite legal precedents but may refer to BROWN AND BEATTY, PALMER, ETC. However, it is imperative that the relevant provisions of the Collective Agreement be canvassed by Counsel to ensure that all relevant clauses are put before the Arbitrator.

**(D) MEDIATION:**

Counsel must accept some responsibility at this stage to assist the Arbitrator in assessing the evidence before him. Specifically, if Counsel can assist in assessing credibility and/or contradictory evidence, they should do so.

**(E) THE DECISION:**

If Mediation fails or is not appropriate and if the decision can be rendered after a short deliberation, the Arbitrator will do so. By meeting first with Counsel to explain the framework of his decision, the parties are provided with an opportunity to influence the exact terms of resolution. With the framework of settlement as outlined by the Arbitrator, the parties can work out exact terms which best suit the specifics of the case. Such an opportunity should not be wasted by continuing to argue the merits of the case.

**3:19**

With respect to grievances involving customer complaints, the following will apply:

- (A) The person to whom the complaint was given be called to testify;
- (B) Bargaining Unit or Staff Employees who can provide direct evidence with respect to the evidence be called to testify;
- (C) Wherever possible, the complaint be committed to writing, in the customers own handwriting;
- (D) Prior to the Hearing, the parties discuss the evidence so there are no surprises.

**3:20**

The Mediator/Arbitrator will be selected on a rotating basis.

**ARTICLE 4:00 SENIORITY****4:01**

Seniority shall commence at the commencement date of employment after the Employee has been in the employ of the Employer for one hundred and sixty-eight (168) working hours, and seniority shall be defined as Company Seniority.

**4:02 LEVELS OF SENIORITY**

There shall be only one seniority list which includes all Employees. Seniority for the purpose of this list will be calculated and displayed by the number of hours worked by each Employee. Probationary Employees shall be added to the seniority list upon completion of their probationary period.

**4:03 LEAVE OF ABSENCE**

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.

**4:04 ILLNESS**

- (A) Seniority shall continue to accumulate when any Employee is off due to illness. The Employer will require the Employee to present a Doctor's Certificate on a regular basis as evidence of such illness.
- (B) Where the Employer requires the Employee to take a Physical Examination, Doctor's Fees and/or such Examinations shall be paid for by the Employer.

**4:05 INJURY RECEIVED ON THE JOB**

Seniority shall continue to accumulate when an Employee is off work on account of a workplace injury.

**4:06 SENIORITY LISTS**

A Seniority and Building List shall be provided to the Union of all Union Employees each and every six (6) months, on January 1<sup>st</sup> AND July 1<sup>st</sup>, of each year. This information with regards to Building Lists will be kept in strict confidence by the Union and at no time distributed or made accessible to Employees who are not Members of the bargaining unit or to other Employers.

**ARTICLE 5:00 CARRY OVER SENIORITY IN PUBLIC BUILDINGS****5:01**

- (A) In the event that the Employer takes over a building that is owned and/or operated by and/or on behalf of a Public Institution including, but not limited to i.e. Federal, Provincial, Municipal Governments, School Boards, Parks Boards, Community Colleges, Vocational Institutes, Universities, Crown Corporations (Federal and/or Provincial) where Local 244 Members are employed, all Employees at the Institution shall have the right to apply for employment upon such a take over. Employees of the prior Employer who then commence employment with the new Employer shall maintain all previous seniority rights and conditions of the Collective Agreement.
- (B) There shall be no bumping of Employees from within a new job site or from a new job site to an already serviced job site by any Employee, unless a posted position other than a position at the Institution becomes available. This Clause shall have a one (1) year time limit from the date of take over of the new building.

**ARTICLE 6:00 LAY-OFF AND RECALL PROCEDURE**

**LAY-OFF PROCEDURE**

**6:01**

Lay-offs shall be on the basis of seniority by classification. Last to be hired shall be the first (1st) to be laid off and the last to be rehired.

**6:02**

In the event of lay-off taking place the Employee shall be given proper notice. The notice to be given is a minimum of two (2) weeks (for up to two (2) years of employment) and an additional weeks notice per year of employment. The maximum number of weeks notice shall be eight (8) weeks.

**6:03**

An Employee who has been on lay-off for three hundred and sixty-five (365) calendar days or less, shall have recall rights before any new Employees are hired.

**6:04**

In the event that the Employer desires to layoff any Employee or Employees, for reasons such as the loss of a job upon the written request of the Employer, the Union agrees to meet with the Employer and discuss the proposed lay-off in good faith. It is agreed however, that the Employer shall not lay-off any Employee without first obtaining the consent in writing, of the Union, and then, giving each Employee two (2) weeks notice of lay-off.

The Employer will submit the following information in writing, to the Union before any discussion or action is taken on the proposed layoff.

- (A) The job site location, at which the proposed layoff is to occur.
- (B) A list of the Employees working at the job location, their seniority date and job classification.
- (C) The date and reasons for the proposed layoff.

**6:05 RECALL PROCEDURE**

An Employee who has been laid off and wishes to be recalled must ensure that the Employer has a current phone number and address for purpose of recall.

**6:06**

The Employer agrees that recall notification for steady employment will be by double Registered Mail. Any Employee failing to report for duty within seven (7) days from the time of such notification shall be considered to have resigned without notice.

**6:07**

An Employee, (except Window Cleaners) whose layoff exceeds three hundred and sixty-five (365) calendar days shall lose their seniority.

**6:08**

A Window Cleaner whose lay-off exceeds ninety (90) calendar days shall lose their seniority.

**ARTICLE 7:00 WAGE SCHEDULE**

**7:01 (A)**

**CLASSIFICATION**

	<b>APRIL 1<sup>st</sup>/05</b>
LIGHT DUTY CLEANER	\$ 9.55
HEAVY DUTY CLEANER	\$10.33
BEGINNER WINDOW CLEANER	\$12.84
IMPROVER WINDOW CLEANER	\$13.18
JOURNEYMAN WINDOW CLEANER	\$14.16
BEGINNER CARPET CLEANER	\$12.84
IMPROVER CARPET CLEANER	\$13.18
JOURNEYMAN CARPET CLEANER	\$14.16
WATCHMAN	\$11.18
HEAVY DUTY MAINTENANCE PERSON	\$12.52
HEAVY DUTY ENGINEER/JANITOR	\$13.02
LIGHT DUTY/PUBLIC SECTOR	\$ 8.94
HEAVY DUTY/PUBLIC SECTOR	\$ 9.73

**7:02 GRAVEYARD SHIFT**

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

**ARTICLE 8:00 PAYMENT OF WAGES**

**8:01**

All Employees shall be paid every second (2nd) Friday for all wages up to and including the previous Friday. When a Stat lands on a Friday, pay day shall be on the day before.

**8:02**

A separate detailed statement of earnings shall be given to each and every Employee on each and every pay day. This statement shall show all the regular hours worked, the rate of pay, all overtime hours worked and the rate of pay, General Holiday Pay, the date of the pay period, also a complete itemized list of deductions. Any wording or implication on the pay cheque, construing "payment in full" is not allowed.

**8:03**

Any Employee who voluntarily leaves the employ of the Employer, shall receive all wages due in full, including General and Annual Holiday Pay, a statement of Group Medical "premiums paid", and the Record Of Employment, within five (5) calendar days of such voluntary termination.

**8:04**

Any Employee who is terminated by the Employer for any cause whatsoever, shall receive forthwith, all wages due to said Employee including overtime, all general or proclaimed holiday pay, annual vacation pay, Statement of Group Medical "premiums paid to--", and the Employees Record Of Employment.

**8:05**

The Employer may request the Employee to give five (5) working days notice of voluntary termination, if possible.

**ARTICLE 9:00 HOURS OF WORK**

**9:01**

The standard working day for all Employees, except Window Cleaners, shall be eight (8) hours worked within eight and one-half (8½) consecutive hours.

**9:02**

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.

**9:03**

Time worked beyond the hours shown in 9:01 and 9:02, shall be paid at the overtime rate.

**9:04**

An Employee, who works at more than one location on any day, shall be paid from the time they commence their first job until they have completed their last job.

**9:05**

Employees commencing work at the instance of the Employer shall receive a minimum of four (4) hours pay.

**9:06**

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

**9:07**

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.

**9:08 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" shall take precedence over this provision.

**9:09**

The Employer shall post a Schedule of work at the Employee's normal work location, wherever possible. This Schedule shall show the Employee's Name, the Employee's starting and finishing times, the days to be worked and the days off. The Employer shall give the Employee five (5) working days notice of a change of Schedule, except in a case of an emergency.

**9:10**

- (A) Subject to Article 4:00, an Employee who is absent from work because of a Compensation Claim, Illness, or Annual Vacation, shall be returned to the job location and job duties with the same hours of work, etc., upon the Employee's return to work. The Employee shall be returned to work within seventy-two (72) hours of the Employee notifying the Employer of the ability to return to work if such notice is anticipated.
- (B) Where the conditions of an Employee's job, change, such as an increase or reduction in workload, 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 location, and such work shall be of a nature that is equal to or better than the job the Employee previously held.

**9:11**

Split Shifts shall only be worked by mutual agreement between the Company and the Union.

**9:12**

Where Time Clocks are used, all Employees shall have access to them at all times.

**9:13**

When an Employee discovers that s/he has been asked to clean a space that has been vacated or no longer used, s/he will notify his/her Supervisor within forty-eight (48) hours.

**9:14**

Each Employee, having a work day of five (5) hours or more shall have a lunch period of at least one-half (½) hour.

**9:15**

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.

**9:16**

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 10:00 CLASSIFICATIONS AND JOB DESCRIPTIONS****10:01 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 of walls, door frames, door glass and other items considered light duties.

**10:02 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.

**10:03 INEXPERIENCED JANITORIAL PERSONNEL**

When an Employee has been on the payroll of any Employer within the Industry for sixty (60) days they shall be considered to be experienced and shall not be required to serve a further probationary period. The Employee to state where experience was gained. Should any question arise as to experience it shall be decided by the number of months an Employee has been a Member of the Union working in this Industry. Training period to accumulate from Employer to Employer.

**10:04 HEAVY DUTY MAINTENANCE PERSON**

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

**10:05 HEAVY DUTY ENGINEER/JANITOR**

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

**10:06 WATCHMAN**

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

**10:07 BEGINNER WINDOW CLEANER**

An Employee who has had less than six (6) months experience in the industry. For the first three (3) month's employment, the "Beginner" shall not work on any job involving stage work, monorail buckets, bosun's chairs or similar contrivances. In the second three (3) months, the "Beginner" may perform such work if approved by the Union, the Management and the "Journeyman".

**10:08 IMPROVER WINDOW CLEANER**

An Employee who has worked six (6) months as a Beginner, and has worked less than one (1) year in the Window Cleaning Industry. Following completion of six (6) month's employment as an "Improver", an "Improver" shall automatically become a Journeyman Window Cleaner. Unless the Employer notifies the Union, in writing, prior to the beginning of the sixth (6th) month of his employment as an "Improver", that said Employee does not have the capabilities of becoming a Journeyman Window Cleaner, the Employer may request the Union to agree to:

- (A) an extended period of employment as an Improver;
- (B) termination of the Employee's employment. If the parties cannot agree, either party may invoke the Grievance Procedure.

**10:09 JOURNEYMAN WINDOW CLEANER**

An Employee who has worked for one (1) year in the Window Cleaning Industry and who is able to perform all phases of Window Cleaning, including swing stage and bosun chair work (including the erection and dismantling of same); ladder work and tucker pole work; who has a knowledge of all Safety Regulations and who works in accordance with same; who is willing to teach "Beginners" and "Improvers" in a responsible manner. It is agreed that all present Journeyman Window Cleaners will retain Journeyman Window Cleaners status and continue to be paid the Journeyman Window Cleaners wage rate.

**10:10**

The Classifications defined in 10:07, 10:08 and 10:09 shall be decided by the number of months an Employee has been a Member of the Union working in the Industry. An Employee, who has no Union standing but who has worked in the Industry elsewhere, shall be classified according to his ability and experience.

**10:11 BEGINNER CARPET CLEANER**

An Employee who has had less than six (6) months experience in the Industry.

**10:12 IMPROVER CARPET CLEANER**

An Employee who has worked six (6) months as a "Beginner", and has worked less than one (1) year in the Carpet Cleaning Industry. Following completion of six (6) month's employment as an Improver, an Improver shall automatically become a Journeyman Carpet Cleaner unless the Employer notifies the Union, in writing, prior to the beginning of the sixth (6th) month of employment as an Improver, that said Employee does not have the capabilities of becoming a Journeyman Carpet Cleaner. The Employer may request the Union to agree to:

- (A) an extended period of employment as an IMPROVER, OR
- (B) termination of the Employee's employment.

If the parties cannot agree, either party may invoke the Grievance Procedure as outlined in Article 3:00 of this Agreement.

**10:13 JOURNEYMAN CARPET CLEANER**

An Employee who has worked for one (1) year in the Carpet Cleaning Industry and who is able to perform all phases of Carpet Cleaning, including cleaning of upholstered furniture, dying of carpets and a full understanding of all carpet types and appropriate methods of cleaning, who has a knowledge of all Safety Regulations and who works in accordance with same; who is willing to teach "Beginners" and "Improvers" in a responsible manner. All present Journeyman Carpet Cleaners shall retain Journeyman Carpet Cleaners status and continue to be paid Journeyman Carpet Cleaners wage rates.

**10:14 LIGHT DUTY/PUBLIC SECTOR**

An Employee who performs the same duties as outlined in Light Duty Section, but these duties are performed at job locations where the Contract has been directly awarded by any of the following:

- \* CIVIC GOVERNMENT
- \* REGIONAL GOVERNMENT
- \* PROVINCIAL GOVERNMENT
- \* FEDERAL GOVERNMENT
- \* PUBLIC INSTITUTIONS
- \* CROWN CORPORATION

**10:15 HEAVY DUTY/PUBLIC SECTOR**

An Employee who performs the same duties as outlined in Heavy Duty Section, but these duties are performed at job locations where the Contract has been directly awarded by any of the following:

- \* CIVIC GOVERNMENT
- \* REGIONAL GOVERNMENT
- \* PROVINCIAL GOVERNMENT
- \* FEDERAL GOVERNMENT
- \* PUBLIC INSTITUTIONS
- \* CROWN CORPORATIONS

**ARTICLE 11:00 JOB POSTINGS****11:01**

- (A) 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.
- (B) Such notices shall be attached to the pay cheques. A period of seven (7) calendar days shall be allowed to permit Employees to make application to fill the vacancy.
- (C) All job postings shall be awarded according to seniority.
- (D) An Employee who is assigned to a position through 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.

**11:01** (Cont')

(E) 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

**11:02**

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

**11:03**

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

**ARTICLE 12:00 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 (1½) times the regular rate.
- (B) For all hours worked in excess of ten (10) hours worked in any one (1) day, two (2) 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 (1½) times the regular rate. For all hours worked in excess of four (4), two (2) times the regular rate.
- (D) For all hours worked on the seventh (7th) day of their work week, two (2) times the regular rate.

**12:02**

The term "sixth day" as used in this Agreement, shall be the Employee's first (1st) scheduled day off in the Employee's work week.

**12:03**

The term "seventh day" as used in this Agreement, shall be the Employee's second (2nd) scheduled day off in the Employee's work week.

**12:04**

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

**12:05 OVERTIME BY SENIORITY**

All overtime shall be allocated on the basis of seniority by classification at each job site.

**ARTICLE 13:00 PREMIUMS**

**13:01 WALL WASHING**

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

**13:02 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 a vehicle, said Employee shall be paid an additional fifteen (15¢) cents per hour over and above the Employee's regular rate.

**13:03 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.

(A) **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 thirty (30¢) cents.

(B) **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 (35¢) cents.

(C) **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 (55¢) cents.

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.

**13:04 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 fifty (50¢) cents, outside a radius of five (5) blocks from first (1st) job. This only applies to hours after first (1st) job.

**13:05**

Any Employee, other than Window Cleaner or Carpet Cleaner, performing work that calls for a higher wage rate for one-half (½) 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.

**13:06 FLOOR WAXER**

Any Employee, designated by the Employer to operate a floor machine and perform duties related 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 (20¢) cents per hour.

**13:07 KITCHEN CANOPIES**

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

**13:08 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.

**13:09 POWER SWEEPING**

Any Employee operating power sweeping equipment shall receive an hourly wage rate as negotiated in the Industry.

**13:10**

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

**13:11**

- (A) CONSTRUCTION CLEAN work shall be done at the Heavy Duty rate, plus premium.
- (B) FIRE CLEAN-UP work shall be done at the Heavy Duty rate, plus premium.
- (C) KITCHEN CANOPY work shall be done at the Heavy Duty rate, plus premium.
- (D) POWER SWEEPING work shall be done at the Heavy Duty rate, plus premium.
- (E) FLOOR WAXER work shall be done at the Heavy Duty rate, plus premium.
- (F) WINDOW CLEANER shall be excluded from the Wall Washing, plus premium.
- (G) SNOW REMOVAL - An Employee required to remove snow shall be paid a premium of One (\$1.00) Dollar per hour worked removing snow.

**ARTICLE 14:00HEALTH AND WELFARE**

**14:01**

Effective April 1, 2005, the Employer shall pay one dollar and ninety (\$1.90) cents for all hours earned on behalf of each and every Employee covered by the Collective Agreement.

**14:02**

The Union shall provide the Employer with an Annual Financial Statement of the Health Care Plan and such other information as may be requested by the Employer.

**ARTICLE 15:00 SAFETY**

**15:01**

All Employees shall be covered by the provisions of the Workers' Compensation Act.

**15:02**

It is the desire of both parties to this Agreement to maintain the highest standard of safety. No Employee shall be required to, and no Employee shall perform any work in a hazardous manner. All unsafe working conditions and/or equipment shall be reported to the Employer immediately.

**15:03**

The Employer shall not request an Employee to comply with an order, directive and/or an assignment that is unreasonable and/or otherwise improper.

**15:04**

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.

**15:05**

The Employer shall furnish Employees with tools and working equipment and the Employee shall be held responsible for same, except when ordered to leave tools on the job or when left on the Employer's premises.

**15:06**

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.

**15:07**

The Employer shall supply adequate hygienic protection for those Employees who need such protection in the course of their job duties.

**15:08**

The Employer shall provide the Employees with a pair of rubber gloves every month.

**ARTICLE 16:00 GENERAL HOLIDAYS**

**16:01**

The following General Holidays shall be recognized by the Employer:

New Years Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
B.C. Day	Boxing Day

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

**16:02**

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

**16:03 FOR ALL EMPLOYEES EXCEPT WINDOW CLEANERS**

For all hours worked on a General or Proclaimed Holiday named in Article 16:00, the Employee shall be paid at two (2) times the rate of pay for all hours worked, in addition to any other compensation described in Article 16:00.

**16:04**

In the event of a General or Proclaimed Holiday falling on an Employees 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.

**16:05**

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.

**16:06**

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.

**16:07 NO SHIFT CHANGES TO AVOID OVERTIME PAYMENT**

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

**16:08 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 days wages for such shut down except in the case of a shut down beyond the control of the Client and/or Employer.

**ARTICLE 17:00 ANNUAL HOLIDAYS**

**17:01**

All Employees shall receive Annual Vacations in accordance with the following:

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

**17:02**

The Employer shall provide each Employee at the beginning of each year a Vacation Request Form. The Employee shall have ninety days (January 1 - March 31) to complete the form and to return it to the Employer.

Employees shall receive written confirmation from the Employer that their holidays have been approved. This confirmation shall be presented to the Employee within thirty (30) days of receiving the Employees request.

The Employer may, by mutual agreement with the Employee, reschedule vacations due to operational emergencies.

This clause shall not apply to any Employee who would suffer financial loss by working this emergency situation.

**17:03**

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

**17:04**

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

**17:05**

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

**17:06**

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

**17:07**

The Employer shall pay the vacation pay to the Employee on a separate cheque, designated as Annual

Vacation Pay, and shall include a statement showing the gross wages earned during the year, the percentage of entitlement, the number of weeks of entitlement, the date of the period of vacation covered, and a complete list of deductions, if any.

**17:08**

Payment of Vacation Pay shall be made no earlier than the last pay period prior to the Employees vacation, and shall be paid no later than the last shift worked by the Employee going on vacation. In the case where the last shift worked is such a day or time that the Employee cannot get to a bank during business hours, then payment shall be made one (1) shift earlier.

**17:09**

An Employee leaving the employ of the Employer for any cause whatsoever, shall receive Vacation Pay in accordance with said Employees length of employment, as provided for in this Article.

**ARTICLE 18:00 LEAVE OF ABSENCE, TIME OFF TO VOTE, BEREAVEMENT LEAVE, JURY DUTY, ETC.**

**18:01 TIME OFF FOR UNION BUSINESS**

(A) Regular Employees shall be given time off with pay in order to attend Union Conventions or participate in negotiations involving the Employer. The Union shall notify the Employer at least two (2) weeks in advance of commencement, of all such Leaves Of Absence. The Employer shall invoice the Union for wages paid to an Employee involved in Union Business on the basis of wages plus cost of benefits.

The Union agrees to reimburse the Employer for such invoiced costs.

(B) Upon at least one (1) month's prior notice by the Union and by mutual agreement between Employer and the Union, the Employer shall grant one (1) Employee a Leave Of Absence without pay to attend to Union Business. Such Leave Of Absence may be renewable by mutual agreement of the Employer and the Union.

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

**18:02**

(A) **LEAVES OF ABSENCE**

An Employee shall be eligible to Leave Of Absence without pay for good and sufficient cause. Submitted in writing by the Employee for approval by the Departmental Manager, at least five (5) working days before being required, except in family emergencies and such approval shall be in writing.

Should the Employer deny a leave of absence, written reasons shall be given to the Employee with a copy being sent to the Union office.

**18:02 (Cont')**

(B) **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.

**18:03 TIME OFF 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.

**18:04 TIME OFF FOR CITIZENSHIP**

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

**18:05 JURY DUTY**

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

**18:06 BEREAVEMENT LEAVE**

The Employer agrees to pay Employees covered by this Agreement, for absence on account of death in the immediate family, three (3) days pay at straight time.

The term "immediate family" shall mean: spouse (including common-law spouse), parent, child, brother, sister, father-in-law, mother-in-law, grandparent, grandchild, or any relative residing with the Employee for with whom the Employee is residing.

One (1) day's pay at straight time shall be given on account of death of an Employee's brother-in-law, sister-in-law, son-in-law, and daughter-in-law.

Any Employee who has completed six (6) months of employment, will be granted bereavement leave without loss of pay for a period of three (3) working days in the following manner:

- (A) Death of the Employee's spouse, child, parent, brother, sister, parent-in-law, grandparent, grandchild or common-law spouse.
- (B) The death of any other relative, if living in the Employee's household.
- (C) At the Employer's option, they may request the Employee to produce an official proof of Death Certificate.

**18:07 W.C.B. 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.

**18:08 PARENTAL LEAVE**

- (A) An Employee, on her written request supported by a Certificate of a Medical Practitioner stating that

the Employee is pregnant and estimating the probable date of birth of the child, is entitled to a Leave Of Absence from work, without pay, for a period of eighteen (18) consecutive weeks or a shorter period the Employee requests, commencing eleven (11) weeks immediately before the estimated date of birth or a later time the Employee requests.

- (B) Regardless of the date of commencement of the Leave Of Absence taken under Subsection (A), the leave shall not end before the expiration of six (6) weeks following the actual date of birth of the child, unless the Employee requests a shorter period.
- (C) A request for a shorter period under Subsection (B) must be given in writing to the Employer at least one (1) week before the date that the Employee indicates she intends to return to work and the Employee must furnish the Employer with a Certificate of a Medical Practitioner stating that the Employee is able to resume work.
- (D) Where an Employee gives birth or the pregnancy is terminated before a request for leave is made, under Subsection (A), the Employer shall, on the Employee's request and on receipt of a Certificate of a Medical Practitioner stating that the Employee has given birth or the pregnancy was terminated on a specified date, grant the Employee Leave Of Absence from work, without pay, for a period of six (6) consecutive weeks, or a shorter period the Employee requests, commencing on the specified date.
- (E) Where an Employee who has been granted Leave Of Absence under this Section is, for reasons related to the birth or the termination of the pregnancy as certified by a Medical Practitioner, unable to work or return to work after the expiration of the leave, the Employer shall grant to the Employee further Leaves Of absence from work, without pay, for a period specified in one or more Certificates but not exceeding a total of six (6) consecutive weeks.

#### **18:09 EMPLOYER MAY REQUIRE EMPLOYEE TO TAKE LEAVE**

An Employer may require an Employee to commence a Leave Of Absence under Section 51 of the Employment Standards Act where the duties of the Employee cannot reasonably be performed because of the pregnancy and to continue the Leave Of Absence until the Employee provides a Certificate from a Medical Practitioner stating that she is able to perform her duties.

#### **18:10**

The services of an Employee who is absent from work in accordance with this part shall be considered continuous for the purpose of Sections 36, 37 of the Employment Standards Act and Article 18:08, Subsection (E) and any plan beneficial to the Employee and the Employer shall continue to make payment to the Plan in the same manner as if the Employee were not absent where:

- (A) the Employer pays the total cost of the Plan, OR
- (B) the Employee elects to continue to pay her share of the cost of a Plan that is paid for jointly by the Employer and the Employee.

#### **18:11 REINSTATEMENT**

- (A) 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 and the job

site previously occupied by the Employee, and with all increments to wages and benefits to which the Employee would have been entitled had the leave not been taken.

- (B) Where the Employer has suspended or discontinued operations during the Leave Of Absence granted under this 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).

**18:12 PROHIBITION**

(A) An Employer shall not:

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

(B) The burden of proving that:

- (i) the termination of an Employee, or
- (ii) a change in a condition of employment of the Employee without the Employee's written consent is not because of an absence authorized by this part or because of an Employee's pregnancy, is on the Employer.

**18:13 REMEDY UNDER THIS PART**

Where an Officer is satisfied that an Employer has contravened this part, the Officer may make one or more orders requiring the Employer to do one or more of the following:

- (A) comply with this part;
- (B) remedy or cease doing an act;
- (C) hire or reinstate a person and pay her any wages lost by reason of the contravention;
- (D) pay a person compensation instead of reinstating her.

**18:14 PARENTAL LEAVE**

The provision of the Employment Standards Act of British Columbia in respect to parental leave shall apply to this Collective Agreement.

**NOTE:**

Article 18:00 shall be "as per Employment Standards and any future revisions thereto".

**ARTICLE 19:00 DISCRIMINATION**

**19:01**

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

**19:02**

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

**19:03** Sexual harassment means, but is not limited to:

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

**19:04** **PROCEDURES**

Nothing in this procedure shall be deemed limiting to rights of the Employee(s) involved.

- (A) An Employee who alleges a sexual harassment concern may submit a complaint in writing within thirty (30) days of the latest occurrence, either through the Union directly or to the Manager. The Manager will notify the Union of any complaint.
- (B) The Company designate and the Union Representative will investigate the complaint and attempt to resolve the issue.
- (C) If the complaint cannot be resolved, it will be referred to Arbitration.
- (D) In lieu of (A), (B) or (C) above, the Employee may move to the Grievance Procedure. Complaints of this nature will be treated in strict confidence by both the Union and the Company.

**19:05**

Where the complaint of the Complainant is determined to be of a vindictive or spiteful nature, the Employer may take appropriate action. Such action only be for just cause and may be grieved pursuant to Article 3:00 - Grievance Procedure.

**19:06**

All alleged offender shall:

- (A) be given notice of the substance of a complaint/grievance under this clause;
- (B) be given notice of and be entitled to attend, participate in and be represented at, any Arbitration Hearing which is held as a result of a grievance under this clause.

**19:07**

Pending determination of the complaint, the Company may take interim measures to separate the Employees concerned if deemed necessary, without loss of regular earnings.

**19:08**

If it is deemed necessary to separate Employees as a result of a finding of harassment, it shall be the harasser who is transferred. The Employee who is being harassed may only be transferred with his/her consent.

**19:09**

The findings and decisions of the Arbitrator shall be binding and enforceable on all parties.

**ARTICLE 20:00**      **WORKLOADS, NO SPEED-UPS, NO REDUCTION IN HOURS**

**20:01**   **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 Grievances and Arbitration Procedures under the applicable Sections.

**20:02**   **NO REDUCTION IN HOURS**

Any Employee with seniority standing over other Employees cannot have his/her hours of employment unilaterally reduced per day or the number of days he/she works reduced per week unless by mutual consent, in writing, between the Union and the Employer. The Employee must accept another assignment within his/her job classification, if necessary, to maintain his/her regular work shift hours.

**ARTICLE 21:00**      **PREFERENTIAL HIRING**

**21:01**

Before hiring from any other source, the Employer agrees to give Preferential Hiring Rights to qualified applicants who have been referred to the Employer by the Union.

**ARTICLE 22:00**      **WINDOW CLEANERS SECTION (APPLIES TO WINDOW CLEANERS ONLY)**

**CLASSIFICATIONS AND JOB DESCRIPTIONS**

**22:01**   **BEGINNER WINDOW CLEANER**

An Employee who has had less than six (6) months experience in the Industry. For the first three (3) months employment, the "Beginner" shall not work on any job involving stage work, monorail buckets, bosun's chairs or similar contrivances. In the second three (3) months, the "Beginner" may perform such work if approved by the Union, the Management and the Journeyman.

**22:02**   **IMPROVER WINDOW CLEANER**

An Employee who has worked six (6) months as a Beginner, and has worked less than one (1) year in the Window Cleaning Industry. Following completion of six (6) months employment as an "Improver", an Improver shall automatically become a Journeyman Window Cleaner. Unless the Employer notifies the Union, in

writing, prior to the beginning of the sixth (6th) month of his employment as an "Improver", that said Employee does not have the capabilities of becoming a Journeyman Window Cleaner, the Employer may request the Union to agree to:

- (A) an extended period of employment as an "Improver",
- (B) termination of the Employee's employment.

If the parties cannot agree, either party may invoke the Grievance Procedure.

**22:03 JOURNEYMAN WINDOW CLEANER**

An Employee who has worked for one (1) year in the Window Cleaning Industry and who is able to perform all phases of Window Cleaning, including swing stage and bosun chair work (including the erection and dismantling of same); ladder work and tucker pole work; who has a knowledge of all Safety Regulations and who works in accordance with same; who is willing to teach Beginners and Improvers in a responsible manner. It is agreed that all present "Journeyman" Window Cleaners will retain Journeyman Window Cleaners status and continue to be paid the Journeyman Window Cleaners wage rate.

**22:04**

The Classifications defined in 22:01, 22:02 and 22:03 shall be decided by the number of months an Employee has been a Member of the Union working in the Industry. An Employee, who has no Union standing but who has worked in the Industry elsewhere, shall be classified according to his ability and experience.

**22:05 WAGE SCHEDULE**

**CLASSIFICATION**

**APRIL  
1<sup>st</sup>/05**

BEGINNER WINDOW CLEANER	\$12.84
IMPROVER WINDOW CLEANER	\$13.18
JOURNEYMAN WINDOW CLEANER	\$14.16

**22:06 HOURS OF WORK**

The standard working day shall consist of eight (8) hours worked between the hours of 6:00 A.M. and 6:00 P.M., worked within nine (9) consecutive hours. There shall be a lunch break, (unpaid) not less than three (3) hours and not more than five (5) hours after the start of the shift.

**22:07**

The standard working week shall consist of five (5) consecutive shifts of eight (8) hours each, each calendar week. The work week may be Monday through Friday with Saturday and Sunday off, or Tuesday through Saturday with Sunday and Monday off.

**22:08**

Unless arrangements are made to the contrary all Employees shall report to the garage each morning and return to the same at the end of the day. Starting time shall commence with the loading of the truck in the morning and working day shall end with the unloading of the truck at the end of the day.

**22:09**

Time worked beyond the hours shown in 22:06, 22:07 above, shall be paid at the overtime rate.

**22:10 PAYMENT OF WAGES**

The wages of all Employees shall be paid each and every Friday, all wages due up to and including the previous Wednesday, unless the parties to this Agreement have agreed to some other pay period.

**22:11 OVERTIME RATES**

- (A) For the first two (2) hours worked in excess of eight (8) in any one (1) day, one and one-half (1½) times the regular rate.
- (B) For all hours worked in excess of ten (10) hours in any one (1) day, two (2) times the regular rate.
- (C) For all hours worked up to four (4) on the first (1st) day off in the work week (except Sunday), one and one-half (1½) times the regular rate. For all hours worked in excess of four (4), two (2) times the regular rate.
- (D) For all hours worked on a Sunday, up to eight (8) hours, two (2) times the regular rate.
- (E) For all hours worked on a General and/or Public Holiday, up to eight (8) hours, two (2) times the regular rate in addition to the Employee's regular days wages, pursuant to Article 16:00. All hours in excess of eight (8), four (4) times the regular rate shall be paid.
- (F) For all hours worked on a General or Proclaimed Holiday up to eight (8) hours, two (2) times the rate of pay shall be paid to the Employee working those hours in addition to any other compensation as described in Article 16:00.
- (G) For all hours worked in excess of eight (8) hours on a General or Proclaimed Holiday, the Employee shall be paid at four (4) times the rate of pay for all such hours worked in addition to any other compensation as described in Article 16:00.

**22:12 PREMIUMS**

For all hours worked between the hours of 6:00 P.M. and 6:00 A.M., an additional fifteen (15¢) cents per hour shall be paid to any Employee working during these hours, over and above the rate of pay the Employee is being paid for that day.

**22:13**

Window Cleaners who may be required to work a split shift, shall be paid an additional twenty (20¢) cents 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.

**22:14**

Only a "Journeyman" shall be put in charge of and responsible for the work of other Window Cleaners, for Training and to promote safe and efficient work habits. An Employee so designated, for one (1) or more Employees shall be on hourly premium of thirty (30¢) cents.

**22:15**

- (A) For all work performed on ropes, stages, chair work and manual operated stages over thirty (30') feet above grade, the Employee shall receive an additional one dollar and seventy-five cents (\$1.75) per hour over the regular rate of pay for all hours worked on these units.
- (B) For all hours worked on electrically operated stages, ladders, belt work, and sit outs, over thirty (30') feet above grade, the Employee shall receive an additional one dollar and twenty-five cents (\$1.25) per hour over the regular rate of pay for all hours worked on these units.
- (C) For all hours worked in erection and dismantling the above equipment, the Employee shall receive an additional one dollar and twenty-five cents (\$1.25) per hour over the regular rate of pay for all hours, or part of an hour worked in the erection or dismantling of said equipment.

**22:16**

An Employee, who is employed as a Window Cleaner, working in a classification where the wage rate is higher than said Employee's normal rate of pay, then the Employee so working, shall be paid the higher rate of pay for that day.

**22:17 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.

**22:18**

The maximum number of Beginners shall not exceed one (1) Beginner to each three (3) Journeyman Window Cleaners.

**22:19**

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

**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 Standards 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.

**22:20**

(A) **REQUIREMENTS FOR SAFETY DEVICES**

Where windows are being cleaned from the outside at elevations ten (10') feet (3 metres) or more above

grade, appropriate safety devices shall be provided and used.

(B) **ACCEPTABLE SAFETY DEVICES**

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

(C) **DESIGN MAINTENANCE AND USE**

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

**22:21**

(A) **AUXILIARY SILLS**

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

(B) **WIDTH OF SILLS**

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

(C) **SECURING OF SILLS**

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

**22:22 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 (10") inches (25 cm) wide and where safety devices are used to give continuous protection.

**22:23 SAFETY BELTS**

**SAFETY BELTS, SAFETY STRAPS AND ANCHORS**

Workers on permanent or auxiliary window sills at elevations of ten (10') feet (m.) or more above grade shall wear safety-belts. The belts shall be fitted with safety straps, secured to permanent anchors on either side of the window. Such belts and anchors shall meet the requirements of the standard referred to in the I.H. And S. Regulations 74:02 (NOTE: CSA APPROVED Z91).

**ARTICLE 23:00 CARPET CLEANERS SECTION (APPLIES TO CARPET CLEANERS ONLY)**

**CLASSIFICATIONS AND JOB DESCRIPTIONS**

**23:01 BEGINNER CARPET CLEANER**

An Employee who has had less than six (6) months experience in the Industry.

**23:02 IMPROVER CARPET CLEANER**

An Employee who has worked six (6) months as a "Beginner", and has worked less than one (1) year in the Carpet Cleaning Industry. Following completion of six (6) months employment as an Improver, an Improver shall automatically become a Journeyman Carpet Cleaner unless the Employer notifies the Union, in writing, prior to the beginning of the sixth (6th) month of employment as an Improver, that said Employee does not have the capabilities of becoming a Journeyman Carpet Cleaner. The Employer may request the Union to agree to:

- (A) an extended period of employment as an Improver, **OR**
- (B) termination of the Employees employment.

If the parties cannot agree, either party may invoke the Grievance Procedure as outlined in Article 27:00 of this Agreement.

**23:03 JOURNEYMAN CARPET CLEANER**

An Employee who has worked for one (1) year in the Carpet Cleaning Industry and who is able to perform all phases of Carpet Cleaning, including cleaning of upholstered furniture, dying of carpets, and a full understanding of all carpet types and appropriate methods of cleaning, who has a knowledge of all Safety Regulations and who works in accordance with same; who is willing to teach Beginners and Improvers in a responsible manner. All present Journeyman Carpet cleaners shall retain Journeyman Carpet Cleaners status and continue to be paid Journeyman Carpet Cleaners wage rates.

**23:04 WAGE SCHEDULE**

**CLASSIFICATION**

	<b>APRIL 1<sup>st</sup>/05</b>
BEGINNER CARPET CLEANER	\$12.84
IMPROVER CARPET CLEANER	\$13.18
JOURNEYMAN CARPET CLEANER	\$14.16

**23:05 PAYMENT OF WAGES**

The wages of all Employees shall be paid each and every Friday, all wages due up to and including the previous Wednesday, unless the parties to this Agreement have agreed to some other pay period.

**23:06 PREMIUMS**

Carpet Cleaners who may be required to work a split shift, shall be paid an additional twenty (20¢) cents 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.

**23:07**

Only a Journeyman shall be put in charge of and responsible for the work of other Carpet Cleaners, for Training and to promote safe and efficient work habits. An Employee so designated, for one (1) or more Employees shall be on hourly premium of thirty (30¢) cents.

**23:08**

An Employee, who is employed as a Carpet Cleaner, working in a classification where the wage rate is higher than said Employees normal rate of pay, then the Employee so working, shall be paid the higher rate of pay for that day.

**23:09 GENERAL**

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.

**23:10**

The maximum number of Beginners shall not exceed one (1) Beginner to each three (3) Journeyman Carpet Cleaners.

**23:11**

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

**23:12**

The Carpet Cleaner classification shall be designated as the same conditions as outlined for the Window Cleaners in Article 22:00.

**23:13 OVERTIME RATES**

- (A) For the first two (2) hours worked in excess of eight (8) in any one (1) day, one and one-half (1½) times the regular rate.
- (B) For all hours worked in excess of ten (10) hours in any one (1) day, two (2) times the regular rate.
- (C) For all hours worked up to four (4) on the first (1st) day off in the work week (except Sunday), one and one-half (1½) times the regular rate. For all hours worked in excess of four (4), two (2) times the regular rate.
- (D) For all hours worked on a Sunday, up to eight (8) hours, two (2) times the regular rate.
- (E) For all hours worked on a General and/or public holiday up to eight (8) hours, two (2) times the regular rate in addition to the Employees regular days wages pursuant to Article 16:00. All hours in excess of eight (8), four (4) times the regular rate shall be paid.
- (F) For all hours worked on a General or Proclaimed Holiday up to eight (8) hours, two (2) times the rate of pay shall be paid to the Employee working those hours in addition to any other compensation as described in Article 16:00.
- (G) For all hours worked in excess of eight (8) hours on a General or Proclaimed Holiday, the Employee shall be paid at four (4) times the rate of pay for all such hours worked in addition to any other compensation as described in Article 16:00.

**23:14**

Carpet Cleaners who may be required to work a split shift, shall be paid an additional twenty (20¢) cents 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.

**ARTICLE 24:00 TECHNOLOGICAL CHANGE**

**24:01**

Where the Employer intends to introduce a technological change which will result in the permanent loss of employment of Members of the bargaining unit, the Employer shall give two (2) weeks notice or payment in lieu in writing to the Union and two (2) weeks notice to those specific Employees who permanently lose their employment.

**ARTICLE 25:00 TEMPORARY EMPLOYEES**

**25:01**

Temporary Employee is an Employee hired for specific period of time and shall not accrue seniority.

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

**25:02**

- (A) Temporary Employees must first be authorized by the Union before placement.
- (B) All Temporary Employees must be dispatched from the Union in person, within seventy-two (72) hours excusing weekends.
- (C) Temporary Employees shall be used only when all Employees on lay off have been recalled.
- (D) Temporary Employees shall have the right to bid on all job postings before any new hires.
- (E) Temporary Employees shall not accrue seniority.
- (F) Areas of temporary employment shall be as follows:
  - (i) Vacation And Sick Relief  
All replacements for this category shall be named and all names shall be sent to the Union Office.
  - (ii) Fire and Flood Clean-Up.
  - (iii) Special Events.
- (G) Failure to comply with any of the above shall render this clause null and void.

**ARTICLE 26:00**      **LIFE OF AGREEMENT**

**26:01**

This Agreement shall become effective as of the of the first (1st) day of July, 2003 and shall remain in full force and effect until midnight the thirtieth (30th) day of June, 2007, and shall renew itself without change on the first (1st) day of July, 2007, and on each succeeding first (1st) day of July thereafter, until negotiations have been completed for revision of this Agreement. Written notice to commence negotiations for a new Collective Agreement may be served by either party to the other party within four (4) months and not less than two (2) months prior to the thirtieth (30th) day of June, 2007, or the thirtieth (30th) day of June in any year thereafter.

**26:02**

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

**26:03**

It is agreed and understood that all monetary items are retroactive and that all retroactive pay shall be paid in full within thirty (30) days from the date of signing. This shall apply to all past and present Employees.

**SIGNED IN THE PROVINCE OF BRITISH COLUMBIA,**

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

**SIGNED ON BEHALF  
OF THE COMPANY:  
EXCELSIOR BUILDING  
MAINTENANCE LTD.**

**SIGNED ON BEHALF  
OF THE UNION:  
SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 244**

WILLIAM DOBBS

ROGER F. FITZPATRICK

**LETTER OF UNDERSTANDING #1**

BETWEEN

**EXCELSIOR BUILDING MAINTENANCE LTD.**

1120 East Georgia Street,  
Vancouver, B.C. V6A 2A8

(The "Employer")

AND

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 244,**

301-7820 Edmonds Street  
Burnaby, B.C. V3N 1B8

(The "Union")

IT IS HEREBY AGREED TO BY THE EMPLOYER AND THE UNION THAT THE TERMS AND CONDITIONS OF THE COLLECTIVE AGREEMENT ARE AS FOLLOWS:

For all present Company Accounts where the Wage Rates paid to present Employees exceed the Collective Agreement, the Wage Rates will be red circled for the particular Contract. Upon a legitimate Tender call by the Building Owner/Representative, the Employer may utilize Wage Rates under the Collective Agreement.

**SIGNED IN THE PROVINCE OF BRITISH COLUMBIA,**

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

**SIGNED ON BEHALF  
OF THE COMPANY:**  
EXCELSIOR BUILDING  
MAINTENANCE LTD.

**SIGNED ON BEHALF  
OF THE UNION:**  
SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 244

WILLIAM DOBBS

ROGER F. FITZPATRICK

**LETTER OF UNDERSTANDING #2**

BETWEEN

**EXCELSIOR BUILDING MAINTENANCE LTD.**

1120 East Georgia Street,  
Vancouver, B.C. V6A 2A8

(The "Employer")

AND

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 244,**

301-7820 Edmonds Street  
Burnaby, B.C. V3N 1B8

(The "Union")

The Employer agrees to continue the past practice of allowing the Union to send official Union Literature or Notices with the Employee's Pay Cheque.

**SIGNED IN THE PROVINCE OF BRITISH COLUMBIA,**

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

**SIGNED ON BEHALF  
OF THE COMPANY:  
EXCELSIOR BUILDING  
MAINTENANCE LTD.**

**SIGNED ON BEHALF  
OF THE UNION:  
SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 244**

WILLIAM DOBBS

ROGER F. FITZPATRICK

**LETTER OF UNDERSTANDING #3**

BETWEEN

**EXCELSIOR BUILDING MAINTENANCE LTD.**

1120 East Georgia Street,  
Vancouver, B.C. V6A 2A8

(The "Employer")

AND

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 244,**

301-7820 Edmonds Street  
Burnaby, B.C. V3N 1B8

(The "Union")

It is agreed that if Excelsior intends bidding on a job where companies who are signatory to the Service Employees International Union, Local 244 Master Maintenance Collective Agreement are also bidding, Excelsior Building Maintenance Ltd. shall pay the wage rate as outlined in the Service Employees International Union, Local 244 Master Maintenance Collective agreement. This Letter of Understanding does not apply to existing contracts that Excelsior has and is rebidding.

**SIGNED IN THE PROVINCE OF BRITISH COLUMBIA,**

DATED THIS \_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

**SIGNED ON BEHALF  
OF THE COMPANY:**  
EXCELSIOR BUILDING  
MAINTENANCE LTD.

**SIGNED ON BEHALF  
OF THE UNION:**  
SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 244

WILLIAM DOBBS

ROGER F. FITZPATRICK

**EXCELSIOR BUILDING MAINTENANCE LTD.**

**1120 East Georgia Street, Vancouver, B. C. V6A 2A8  
Telephone: 254-4288**

**2003 - 2007**