

COLLECTIVE AGREEMENT

BETWEEN:

BEST SERVICE PROS LTD.



AND:

**SERVICE, HEALTH, MANUFACTURING AND ALLIED
WORKERS UNION, CLAC LOCAL 501**

Duration: June 1, 2016 – July 31, 2026

**Site Specific for:
Langara College (Vancouver campus)
British Columbia Institute of Technology (Lower Mainland campuses)
Vancouver Community College (Vancouver campuses)
University of British Columbia – Okanagan**

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COLLECTIVE AGREEMENT

BETWEEN: BEST SERVICE PROS LTD.
(hereinafter referred to as “the Employer”)

**AND: SERVICE, HEALTH, MANUFACTURING AND ALLIED
WORKERS UNION, CLAC LOCAL 501**
(hereinafter referred to as “the Union”)

ARTICLE 1 -PURPOSE

1.01 It is the intent and purpose of the parties to this Collective Agreement, through the full and fair administration of all of the terms and provisions contained herein, to develop and maintain a harmonious relationship among the Union, the Employer, and the employees which is conducive to their mutual well-being.

ARTICLE 2 -RECOGNITION

2.01 The Employer agrees to recognize the Union as the exclusive bargaining agent for all employees of the Employer working at Langara College (Vancouver campus), the British Columbia Institute of Technology (Lower Mainland campuses), Vancouver Community College (Vancouver campuses), and University of British Columbia – Okanagan following ratification of this Agreement.

2.02 The parties may mutually agree to extend the scope of this Agreement to additional worksites where the Agreement has been ratified.

2.03 No employee covered by this Agreement shall be required or permitted to make a written or verbal agreement with the Employer or its representatives which may conflict with the terms of this Agreement.

ARTICLE 3 -MANAGEMENT RIGHTS

3.01 Subject to the terms of this Agreement, the Employer's rights include the right to:

- (a) manage the enterprise, including the scheduling of work, and the control and allocation of resources and equipment;
- (b) maintain order, discipline, and efficiency; and
- (c) hire, direct, transfer, promote, layoff, and discipline and discharge with just cause, provided that such actions are consistent with the purpose and terms of this Agreement.

3.02 Employer Policies and Procedures

The Employer's published Human Resource Policies and Procedures are in effect where they do not conflict with this Agreement or with applicable legislation.

ARTICLE 4 -UNION REPRESENTATION

4.01 The Employer recognizes the Union's right to appoint or select one (1) Steward for each shift at every worksite where this Agreement is in force.

4.02 Union Representatives are also representatives of the employees in all matters pertaining to this Agreement, particularly for the

purpose of processing grievances, negotiating amendments to or renewals of this Agreement, and of enforcing bargaining rights and any other rights of the employees under this Collective Agreement and under law.

4.03 The Employer agrees that access to its premises will be granted to Union Representatives. Reasonable advance notice, including the purpose and duration of the visit, shall be provided to the Employer. Such visits shall not interfere with the Employer's operation.

4.04 A Steward shall be granted reasonable time off, without loss of wages, to assist an employee in the investigation or presentation of a grievance where such a grievance must reasonably be dealt with during the Steward's working hours. A Steward shall first obtain permission of his Supervisor or Manager before leaving his work to perform his duties as a Steward. Such permission shall not be unreasonably withheld.

4.05 Acquaintance of New Employees

A Union Steward shall be given opportunity to meet each new employee during regular working hours, without loss of pay, for the purpose of acquainting the new employee with the Union, the Collective Agreement and the benefits of Union membership. Such meeting shall not exceed fifteen (15) minutes in duration, and shall be arranged by prior agreement with the Supervisor or Manager. Wherever possible, the Employer shall give access for the Union Steward to the Orientation sessions for new employees in order to facilitate this opportunity.

4.06 Union Bargaining Committee

A Union Bargaining Committee shall be elected by the employee membership and shall consist of up to two (2) members of the Bargaining Unit per worksite, and a Union Representative.

Members of the Union's Bargaining Committee may attend scheduled negotiations which take place during their regularly scheduled hours of work, without loss of pay. The rate of pay shall be at straight time.

4.07 Union-Management Committee

- (a) There shall be a joint Union-Management Committee composed of up to two (2) representatives appointed from the Union and up to two (2) representatives appointed from Management per worksite. The Chair of the Committee shall alternate between Management and the Union. The Committee shall meet no less than once every three (3) months, unless mutually agreed otherwise.
- (b) Responsibilities of the Committee shall be to make recommendations to the Union and Employer on matters, other than grievances, relating to the maintenance of good relations between the Parties.
- (c) The Union-Management Committee will also serve as the Health & Safety Committee.
- (d) The Committee shall keep minutes of its meetings. Copies of the minutes shall be distributed to both the Union and the Employer. The parties agree that minutes shall not be distributed until there is mutual agreement regarding their contents.

- (e) Union-Management Committee meetings shall occur during the employee representatives' normal working hours and they will be paid at their regular rate of pay during such meetings.

4.08 Union Leave

Upon receipt of advance written notice from the Union, the Employer shall grant unpaid leave of absence to employees who are selected to attend Union conventions and/or programs, subject to operational requirements.

ARTICLE 5 -UNION DUES AND UNION MEMBERSHIP

5.01 Neither the Employer nor the Union shall compel employees to join the Union. Neither the Employer nor the Union shall discriminate against any employee because of Union membership or lack of it. Notwithstanding this, it is understood that all employees in the bargaining unit are covered by the Agreement whether or not they join the Union.

5.02 The Union agrees that it shall make membership in the Union available to all employees covered by this Agreement.

5.03 The Employer agrees to give preference to Union members when hiring employees. To this end the Union may provide the Employer with the names of members who are, in the eyes of the Union, qualified to hold the position(s) that need(s) to be filled.

5.04 Union Dues

- (a) The Employer is authorized to and shall deduct from each employee's pay cheque an amount equal to union dues and

where applicable, an amount equal to union dues arrears and union administration dues.

- (b) The amount of union dues shall be in accordance with the direction of the Union, as determined by the National Convention.

5.05 The Union will promptly notify the Employer, in writing over the signature of its designated officer, of the amount of the deduction to be made by the Employer for regular union dues and the Union shall save the Employer harmless for all such deductions.

5.06 Dues Remittance

- (a) The total amount deducted shall be remitted to the Union's Remittance Processing Centre each month, by the fifteenth (15th) of the month following the deduction, together with an itemized list of the employees for whom the deductions are made and the amount deducted for each.

- (b) In addition to the above, this itemized list shall also contain the following for each employee:
- Base hourly rate
 - All hourly premiums
 - Straight time hours worked
 - Time and a half hours worked
 - Double time hours worked
 - Gross wages

5.07 The Employer shall provide the Union with all necessary information regarding insurance and benefit plans, job classification changes, and terminations. The name, date of hire, classification, contact information (including address, email and

telephone number), and social insurance number of new employees shall be provided to the Union once quarterly.

ARTICLE 6 -STRIKES OR LOCKOUTS

6.01 In accordance with Section 57(1) and (2) of the British Columbia *Labour Relations Code*, the Union will not permit or encourage any strike, slowdown, or stoppage of work and the Employer shall not lock out during the term of the Collective Agreement.

6.02 In the event that negotiations for renewal of the Collective Agreement fail, the Union and the Employer shall not take strike/lock out action until mediation procedures have been exhausted.

ARTICLE 7 -PROBATION

7.01 All employees shall be subject to a probation period of three (3) calendar months of employment or four hundred and eighty (480) hours of employment, whichever is longer.

7.02 The Employer may dismiss a probationary employee where the probationary employee is found to be unsuitable for continued employment, provided the decision is not made arbitrarily, discriminatorily, or in bad faith.

7.03 With mutual agreement of the Union and the Employer, the probationary period may be extended by up to one (1) calendar month or one hundred and sixty (160) hours of employment, whichever is longer.

7.04 Upon completion of the probationary period, the employees' seniority shall be back-dated to his date of hire.

ARTICLE 8 -SENIORITY

8.01 Seniority is defined as the length of continuous employment with the Employer and shall accumulate based on straight-time paid hours. For greater clarity one (1) hour of work equals one (1) hour of seniority.

8.02 Straight time hours shall include time spent on:

- (a) Paid holidays
- (b) Paid vacation
- (c) Leave during which time an employee is in receipt of wage-loss benefits from WCB
- (d) Sick leave
- (e) Union Leave
- (f) Maternity, parental and adoption leave
- (g) Other approved paid leaves of absence

8.03 Seniority List

The seniority list shall be provided to the Union quarterly and accessible to employees at the worksite. This listing shall include employees' names, seniority hours and position/classification.

New employees shall be placed on the seniority list at the end of the probationary period and their respective seniority shall begin from the date of hire.

8.04 Loss of Seniority

An employee shall lose his seniority as of the end of the shift on the last day worked, and her employment shall be deemed terminated in the event that:

- (a) the employee is discharged for just cause and the discharge is not reversed through the grievance procedure;
- (b) the employee voluntarily resigns her employment or abandons his position;
- (c) the employee is on layoff for more than one (1) year; or
- (d) the employee, upon recall from layoff, fails to return to work within seven (7) days of recall if unemployed. An employee required to give two (2) weeks' notice to another employer shall be considered in compliance with this provision.

ARTICLE 9 -LAYOFF AND RECALL

9.01 Where a shortage of work necessitates a reduction of the workforce, the Employer shall notify the Union of the need for layoffs and agrees to consult the Union with respect to the proposed layoff where so requested by the Union. Where a reduction of the workforce occurs, probationary employees shall be laid off first. If further reductions are necessary, the Employer shall be layoff employees in the reverse order of seniority, provided the remaining employees are able to perform the work.

9.02 Regular employees shall be given the following written notice of layoff or payment in lieu:

- (a) Regular employees shall be given a minimum of two (2) weeks' notice;
- (b) Regular employees with three (3) or more years' seniority shall receive one (1) additional week per year of service to a maximum of eight (8) weeks.

Any grievance with respect to a layoff shall be taken up under the grievance procedure within seven (7) days of the layoff notice having been given.

9.03 Recall

- (a) The Employer shall recall employees in the order of seniority.
- (b) Recall notice shall be by telephone, or, if no direct contact is made with the employee, by registered mail to the employee's last known address.

ARTICLE 10 -EMPLOYMENT CHANGES

10.01 An employee must give the Employer a minimum of two (2) weeks' written notice of his intention to resign.

10.02 Employees Returning to the Bargaining Unit after a Temporary Managerial or Office Appointment

- (a) Employees who accept an Employer's appointment outside of the Bargaining Unit on a temporary basis and who return to a Bargaining Unit position within six (6) months shall not lose any seniority and shall continue to accumulate seniority.

- (b) Employees who return to the Bargaining Unit after more than six (6) months shall return with only their seniority earned while employed as a Bargaining Unit member.

ARTICLE 11 -CLASSIFICATIONS AND RATES OF PAY

11.01 Employees shall be classified and paid in accordance with Schedules “A”, “B”, “C”, and “D” which are attached to this Collective Agreement and form a part of it.

11.02 New job classifications and their corresponding rates of pay may be established by mutual agreement between the Employer and the Union. Should no agreement be reached either party may refer the matter to arbitration in accordance with Article 21 of this Agreement.

11.03 Wages shall be paid twice monthly. Wage statements for each pay period will show hours worked, rate of pay, overtime wage rate, an itemized list of deductions, and any other item required by the British Columbia *Employment Standard Act*.

ARTICLE 12 -HOURS OF WORK AND OVERTIME

12.01 Definitions

- (a) A *regular full-time employee* is a permanent employee who has successfully completed their probationary period and works thirty seven and one half (37.5) hours per week, on a regularly scheduled basis (except in the event of circumstances beyond the control of the Employer).

- (b) *A regular part-time employee* is a permanent employee who has successfully completed their probationary period and works less than thirty seven and one half (37.5) scheduled hours per week.
- (c) *Casual employees* are those who are employed to work on an irregular, “as needed” basis, as determined by the needs of the Employer and its client, including providing coverage for vacations, illness or injury, or a temporary position which is created by a special project or contract.
- (d) “*Day*” shall mean calendar day unless specifically noted otherwise.

12.02 Changes to the posted work schedule may only be made for bona fide emergent and/or urgent operational requirements, and employees will be provided with a minimum of seventy-two (72) hours’ notice of any change.

12.03 If an employee reports for work as scheduled but no work is available, the employee shall be paid two (2) hours’ pay. If an employee commences work, the employee shall be paid a minimum of four (4) hours’ pay.

12.04 Staff Meetings

Time spent attending staff meetings where the Employer has indicated that attendance is mandatory shall be treated as time worked for employees working on the day of the meeting. The employee shall be paid a minimum of two (2) hours where the employee is required to come in on a day off.

12.05 Shift Exchanges

With the prior approval of the Employer, employees may exchange shifts provided that the employee gives the Supervisor or Manager forty-eight (48) hours' advance written notice. Approval for such requests shall not be unreasonably withheld. Mutual shift exchanges shall not result in any increased cost to the Employer.

12.06 Meal Periods and Breaks

(a) Employees working a shift of at least five (5) hours in duration shall be entitled to an unpaid meal break of thirty (30) minutes. Employees working beyond twelve (12) hours a day will be entitled to an additional thirty (30) minute paid meal period.

(b) Employees working a shift of seven (7) or more hours shall receive a paid fifteen (15) minute break in each half of their shift.

(c) Employees working a shift of less than seven (7) hours shall receive one paid fifteen (15) minute break in addition to their unpaid meal break.

(d) Employees working shifts of four (4) hours or less in duration shall be without breaks.

12.07 Overtime

(a) Employees shall be paid at a rate of one and one half times (1.5x) their regular wage rate after eight (8) hours worked in a day or forty (40) hours worked in a week.

(b) Employees shall be paid at a rate of two times (2x) their regular wage rate after twelve (12) hours worked in a day.

- (c) All overtime hours must be authorized by the Employer in advance.

12.08 When the need for overtime is known in advance, the Employer will schedule the required overtime hours in accordance with seniority.

ARTICLE 13 -VACANCIES

13.01 When a vacancy occurs, the position will be communicated to employees. Employees will express their interest in writing.

13.02 The seniority, qualifications, and ability of the applicants shall be the determining factors in awarding the position. Where such factors are relatively equal, seniority will be the determining factors.

ARTICLE 14 -VACATIONS

14.01 Employees will receive annual vacations upon completion of the following years of service, with pay calculated as a percentage of their gross annual earnings:

- (a) zero (0) to one (1) year of service: vacation pay at four percent (4%)
- (b) after one (1) years' service: two (2) weeks' vacation, with pay at four percent (4%) of gross earnings
- (c) after five (5) years' service: three (3) weeks' vacation, with pay at six percent (6%) of gross earnings
- (d) after eleven (11) years' service: four (4) weeks' vacation, with pay at eight percent (8%) of gross earnings

14.02 Vacation Requests

The Employer shall post blank vacation schedules by October first (1st) for the period of January first (1st) to December thirty first (31st) of the following year. Employees shall enter their preference by October thirty first (31st) with the requested vacation to be confirmed by the Employer no later than November thirty first (31st) in each year.

14.03 Every reasonable attempt shall be made to accommodate each employee's first choice, in accordance with employee requests and operational requirements. Where choices conflict and a compromise cannot be reached, seniority shall be the deciding factor for all vacation requests submitted before October thirty first (31st).

14.04 Employees may submit vacation requests after the vacation schedule has been posted and such requests will be considered as follows:

- on a first come first served basis; seniority does not apply;
- does not conflict with the posted vacation schedule;
- subject to operational requirements.

ARTICLE 15 -HOLIDAYS

15.01 Statutory Holiday Entitlement

The Employer recognizes the following as (statutory) holidays:

New Year's Day	Good Friday
Family Day	Victoria Day
Canada Day	B.C. Day
Labour Day	Thanksgiving Day

Remembrance Day Christmas Day

and any other day which may be declared by either the Federal or Provincial Government.

15.02 In the event a holiday falls on a Sunday, the Monday following shall be recognized as the general holiday.

15.03 When an employee is given a day off on a statutory holiday, or it falls on a regular day off, an eligible employee shall be paid an average day's pay.

15.04 Holiday Falling on a Scheduled Work Day

An employee who is required to work on a statutory holiday must be paid for that day:

(a) at the rate of one and one half times (1.5x) the employee's regular wage for the time worked up to twelve (12) hours, and two times (2x) the employee's regular wage for any time worked over twelve (12) hours; and

(b) the employee shall be paid an average day's pay.

15.05 If one of the above-named statutory holidays falls within an employee's vacation period, the paid holiday shall not count as a day of vacation.

ARTICLE 16 -SICK LEAVE

16.01 All regular full-time employees who have successfully completed probation will be entitled to paid sick leave for up to three (3) days per year. All regular part-time employees who have successfully

completed probation will be entitled to this benefit on a pro-rated basis based on their regularly scheduled hours of work.

16.02 Sick leave does not accumulate from year to year and will not be paid out in the event the employment relationship comes to an end for any reason.

16.03 If illness or injury prevents an employee from performing normal duties or causes the employee to be absent from work, the employee must report the situation to the Supervisor or Manager as soon as possible before the start of their shift.

ARTICLE 17 -LEAVES OF ABSENCE

17.01 Unpaid Leave of Absence

The Employer may grant an unpaid general leave of absence for a period of up to three (3) months, subject to their operational requirements. When applying, an employee must specify the desired date of departure and date of return. The Employer may request the employee to provide proof to indicate that a leave of absence was used for the stated purpose. Where an unpaid leave of absence is granted, the Employer will retain documented approval of the leave.

17.02 Pregnancy / Parental / Adoption Leave

Leave shall be granted in accordance with the British Columbia *Employment Standards Act*. The terms of this Agreement, including entitlement to benefits, shall continue to apply during the period of the employee's leave.

17.03 Bereavement Leave

Regular employees shall be granted up to one (1) day of paid leave and two (2) days of unpaid bereavement leave in the event of the death of the following family members: mother, father, spouse, child, sister, brother, grandparent, grandchild, mother in-law, father in-law, brother in-law, sister in-law, step-parent, step-child, grandchild or another relative living in the same residence as the employee as a member of the employee's family.

17.04 Other Leaves

Under no circumstance, will an employee be denied leave to which they are entitled under the British Columbia *Employment Standards Act*.

ARTICLE 18 -HEALTH AND SAFETY

18.01 The Union and the Employer agree that regulations made pursuant to the *Workers' Compensation Act* shall be fully complied with.

18.02 The parties agree to maintain the highest standard of safety, health, sanitation, and working conditions throughout the Employer's operations.

ARTICLE 19 -DISCIPLINE AND DISCHARGE

19.01 The Employer shall not dismiss or discipline an employee bound by this Agreement except for just and reasonable cause. However it is understood that probationary employees may be terminated for unsuitability, provided such terminations are not discriminatory, arbitrary or in bad faith.

- 19.02 The parties agree to abide by the principles of progressive discipline. Progressive discipline is designed to assist an employee to change behaviour and/or performance.
- 19.03 Where the Employer investigates employee conduct and schedules a meeting to interview the employee, and where the employee's conduct could give rise to discipline, the employee shall have the right to be represented by a Union Steward or Representative. The employee may waive this right if they so choose.
- 19.04 In the event a Union Steward is the subject of discipline, a Union Representative will represent the Steward.
- 19.05 The Employer will provide the Union will a copy of any discipline issued to an employee in the bargaining unit.
- 19.06 An employee, or the Union with the written authority of the employee, shall be entitled to review the employee's personnel file, in the office in which the file is normally kept. The employee shall give the Employer reasonable notice, prior to having access to such file.

ARTICLE 20 -GRIEVANCE PROCEDURE

- 20.01 When there is a dispute regarding the interpretation, application, operation or alleged violation of this Agreement, the Union or the Employer may advance a grievance in accordance with this procedure.

20.02 Neither the Employer nor the Union shall be required to consider or process any grievance which arises more than ten (10) calendar days after:

- (a) the date on which the employee was notified orally or in writing of the action or circumstances giving rise to the grievance; or
- (b) the date on which the employee first became aware of the action or circumstances giving rise to the grievance; or
- (c) if the action or condition is of a continuing or recurring nature, this limitation period will not begin to run until the action or condition has ceased.

This limitation period shall not apply to payroll errors or differences arising between the parties hereto relating to the interpretation, application or administration of this Agreement.

20.03 As an informal step, an employee is encouraged to make an earnest effort to resolve the issue directly with the Management person to whom the employee reports. The employee may choose to be accompanied by a Steward.

20.04 Procedure

Step 1

- (a) If an employee has been unable to resolve a difference informally with the Employer, the employee will submit or have submitted on their behalf and with their consent, a grievance in writing by letter or using a grievance form.

- (b) The party receiving the grievance shall reply to the grievance in writing no later than seven (7) days following the day upon which the grievance was received.

Step 2

- (a) If the grievance is not settled at Step 1, the grieving party shall submit, in writing, a Step 2 grievance within seven (7) days following the Step 1 response.

- (b) The Parties shall meet to discuss the grievance. The party receiving the grievance shall reply in writing within seven (7) days from the date of the meeting.

20.05 The parties agree that the timelines established by this Grievance Procedure are mandatory, and failure to comply will result in the grievance being deemed abandoned. However, the parties may waive or extend the timelines by mutual agreement.

ARTICLE 21 -ARBITRATION

21.01 If the parties fail to settle a grievance at Step 2 of the Grievance Procedure, the grievance may be referred to arbitration. The party initiating arbitration must serve the other party with written notice of desire to arbitrate within seven (7) days of receiving the decision given at Step 2 of the Grievance Procedure.

21.02 If a notice of desire to arbitrate is served, the two parties shall attempt to obtain an agreement to refer the matter to an agreed upon single Arbitrator, within seven (7) days of service. If mutual agreement cannot be reached within seven (7) days, either party may request that the Collective Agreement Arbitration Bureau appoint a single Arbitrator.

- 21.03 If a party refuses or neglects to answer a grievance at any stage of the Grievance Procedure, the other party may refer the matter to arbitration.
- 21.04 An employee found to be wrongfully discharged or suspended will be reinstated without loss of time worked and with back pay, less any monies earned, or by any other arrangement which is just and equitable in the opinion of the Arbitrator.
- 21.05 Where the Arbitrator is of the opinion that there is proper cause for disciplining an employee, but considers the penalty imposed too severe in view of the employee's employment record and the circumstances surrounding the discharge or suspension, the Arbitrator may substitute a penalty which, in the opinion of the Arbitrator, is just and equitable.
- 21.06 The Arbitrator appointed shall not have any jurisdiction or authority to alter, amend, or change any provision(s) of this Agreement, or to render any decision inconsistent with its terms.
- 21.07 The decision of the Arbitrator will be final and binding on the two parties to the dispute and shall be applied forthwith.
- 21.08 The parties will equally bear the expense of the Arbitrator.

ARTICLE 22 -CONTRACTING OUT

- 22.01 Management and non-bargaining unit employees shall not perform work normally performed by members of the bargaining unit except in cases of emergency, training, instructional, or evaluation purposes.

22.02 The Employer agrees not to contract out work presently performed by members of the bargaining unit which would result in layoffs. However, the Employer may contract out work where:

- (a) it does not possess the necessary facilities or equipment;
- (b) it does not have and/or cannot acquire the required employees; or
- (c) an emergency occurs.

ARTICLE 23 -DISCRIMINATION AND HARASSMENT

23.01 The Employer and the Union subscribe to the principles of the British Columbia *Human Rights Code*.

23.02 Harassment is defined as deliberate actions, toward an individual or individuals by the employees, or by the Employer, that ought reasonably to be known as unwelcomed by the recipient and which serve no legitimate work-related purpose, on any of the prohibited grounds of discrimination under the British Columbia *Human Rights Code* including: age, race, sex, sexual orientation, national or ethnic origin, colour, religion, disability, marital status, family status, political beliefs or conviction for a criminal or summary offence unrelated to employment.

23.03 The Employer and the Union recognize the right of employees to work in an environment free from harassment. The Parties agree to foster and promote such an environment.

23.04 The Parties agree that all complaints will be investigated and that substantiated cases of harassment may be cause for discipline, up to and including dismissal.

23.05 Protection against harassment extends to incidents occurring at or away from the workplace, during or outside working hours, provided the acts are committed within the course or arising out of the employment relationship.

ARTICLE 24 - MISCELLANEOUS

24.01 Legislation

In the event that any future legislation renders null and void or materially alters any provision of the Collective Agreement, the remaining provisions of the Collective Agreement shall remain in full force and effect for the term of the Collective Agreement, and the parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.

24.02 *Employment Standards Act*

The following parts of the British Columbia *Employment Standards Act* form part of this Collective Agreement, except those provisions specifically modified by this Agreement.

Part 3, Wages, Special Clothing & Records

Part 4, Hours of Work and Overtime

Part 5, Statutory Holidays

Part 7, Annual Vacations

Part 8, Termination of Employment

24.03 Gender

Where the masculine term or pronoun is used in this Agreement in referring to employees, it shall be considered interchangeable with, and the same as, the feminine term or pronoun, unless otherwise stated. Where the singular term or pronoun is used in this Agreement, it shall be considered interchangeable with, and the same as, the plural term or pronoun, unless otherwise stated.

24.04 Employer Property

Employees must return to the Employer all Employer property in their possession at the time of termination of or resignation from employment.

24.05 Consultation

The Union and the Employer may mutually agree to modify the terms and conditions of this Agreement when it is determined to be in the best interests of both parties. Any such modifications shall be set out in a Letter of Understanding, and may be for a special project, type of work, specific area, and/or for a specific period of time.

ARTICLE 25 -TERM OF AGREEMENT

25.01 The term of this Agreement shall be from the first (1st) day of June, two thousand and sixteen (2016), and shall remain in effect to and including the thirty-first (31st) day of July, two thousand and twenty six (2026) and for further periods of one (1) year, unless notice in writing is given, by either party, of the desire to cancel, change, or amend any of the provisions contained herein within four (4) months immediately preceding the date of expiry of the Agreement. Should neither of the parties give such notice, this Agreement shall renew for a period of one (1) year.

25.02 The parties agree to exclude the operation of Sections 50(2) and (3) of the *Labour Relations Code*.

DATED at Coquitlam, B.C., this 4 day of April, 2017.

SIGNED on behalf of

SIGNED on behalf of

BEST SERVICE PROS LTD.

**SERVICE, HEALTH,
MANUFACTURING AND
ALLIED WORKERS UNION,
CLAC LOCAL 501**

“Kevin McCrum”

Kevin McCrum, CEO

“Mark Phillips”

Mark Phillips

SCHEDULE "A"
CLASSIFICATIONS AND RATES OF PAY
Langara College (Vancouver campus)
June 1, 2016- July 31, 2026

Classification	Step (hrs worked)	June 1, 2016	August 1, 2017	August 1, 2018	August 1, 2019	August 1, 2020
Day Porter	Step 1: 0-2000	\$12.00	\$12.00	\$12.25	\$12.25	\$12.50
	Step 2: 2001-4000		\$12.25	\$12.43	\$12.62	\$12.81
	Step 3: 4001+			\$12.50	\$12.69	\$12.88
Night Cleaner	Step 1: 0-2000	\$12.75	\$12.75	\$13.00	\$13.00	\$13.25
	Step 2: 2001-4000		\$13.00	\$13.20	\$13.39	\$13.59
	Step 3: 4001+			\$13.25	\$13.45	\$13.65
Project Worker	Step 1: 0-2000	\$12.75	\$12.75	\$13.00	\$13.00	\$13.25
	Step 2: 2001-4000		\$13.00	\$13.20	\$13.39	\$13.59
	Step 3: 4001+			\$13.25	\$13.45	\$13.65
Project Lead Hand	Step 1: 0-2000	\$14.75	\$14.75	\$15.00	\$15.00	\$15.25
	Step 2: 2001-4000		\$15.00	\$15.23	\$15.45	\$15.69
	Step 3: 4001+			\$15.25	\$15.48	\$15.71

SCHEDULE "A"
CLASSIFICATIONS AND RATES OF PAY
Langara College (Vancouver campus)
June 1, 2016- July 31, 2026- Cont'd

Classification	Step (hrs worked)	August 1, 2021	August 1, 2022	August 1, 2023	August 1, 2024	August 1, 2025
Day Porter	Step 1: 0-2000	\$12.50	\$12.75	\$12.75	\$13.00	\$13.00
	Step 2: 2001-4000	\$13.00	\$13.20	\$13.39	\$13.60	\$13.80
	Step 3: 4001+	\$13.07	\$13.27	\$13.47	\$13.67	\$13.87
Night Cleaner	Step 1: 0-2000	\$13.25	\$13.50	\$13.50	\$13.75	\$13.75
	Step 2: 2001-4000	\$13.80	\$14.00	\$14.21	\$14.43	\$14.64
	Step 3: 4001+	\$13.86	\$14.06	\$14.27	\$14.49	\$14.71
Project Worker	Step 1: 0-2000	\$13.25	\$13.50	\$13.50	\$13.75	\$13.75
	Step 2: 2001-4000	\$13.80	\$14.00	\$14.21	\$14.43	\$14.64
	Step 3: 4001+	\$13.86	\$14.06	\$14.27	\$14.49	\$14.71
Project Lead Hand	Step 1: 0-2000	\$15.25	\$15.50	\$15.50	\$15.75	\$15.75
	Step 2: 2001-4000	\$15.92	\$16.16	\$16.40	\$16.65	\$16.90
	Step 3: 4001+	\$15.95	\$16.19	\$16.43	\$16.68	\$16.93

Langara Job Classifications:

- **Day Porter** – Duties include dusting, vacuuming, dry mopping, garbage removal, recycling, polishing, cleaning bathroom fixtures, spot cleaning, damp mopping, washing, light scrubbing floors, cleaning windows, polishing floors, moving furniture as required, and operating compactor and other janitorial maintenance equipment.
- **Night Cleaner** – Duties are the same as those of the Day Porter, but are performed on the second shift of the day commencing in the afternoon.
- **Project Worker** – Duties are the same as those of the Day Porter, but also include assisting with waxing and stripping floors, high window and fixture cleaning, pressure washing, furniture cleaning, scrubbing floors, cleaning windows, polishing floors, moving furniture as required, and operating compactor and other janitorial maintenance equipment.
- **Project Lead Hand** – Duties are the same as those of the Day Porter, but also include performing waxing and stripping floors, high window and fixture cleaning, pressure washing, furniture cleaning, scrubbing floors, cleaning windows, polishing floors, moving furniture as required, and operating compactor and other janitorial maintenance equipment.

SCHEDULE "B"
CLASSIFICATIONS AND RATES OF PAY
British Columbia Institute of Technology (Lower Mainland campuses)

Classification	Step (hrs worked)	November 1, 2016	November 1, 2017	November 1, 2018	November 1, 2019	November 1, 2020
Day Porter	Step 1: 0-2000	\$12.75	\$12.75	\$13.00	\$13.00	\$13.25
	Step 2: 2000-4000		\$13.00	\$13.15	\$13.35	\$13.55
	Step 3: 4001+			\$13.30	\$13.50	\$13.70
Night Cleaner	Step 1: 0-2000	\$13.00	\$13.00	\$13.25	\$13.25	\$13.50
	Step 2: 2000-4000		\$13.25	\$13.40	\$13.60	\$13.81
	Step 3: 4001+			\$13.55	\$13.75	\$13.96
Heavy Duty Project Worker	Step 1: 0-2000	\$14.00	\$14.00	\$14.25	\$14.25	\$14.50
	Step 2: 2000-4000		\$14.25	\$14.41	\$14.63	\$14.85
	Step 3: 4001+			\$14.55	\$14.77	\$14.99

Lead Hands - \$0.50/hr

SCHEDULE "B"
CLASSIFICATIONS AND RATES OF PAY
British Columbia Institute of Technology (Lower Mainland campuses)
Cont'd

Classification	Step (hrs worked)	November 1, 2021	November 1, 2022	November 1, 2023	November 1, 2024	November 1, 2025
Day Porter	Step 1: 0-2000	\$13.25	\$13.50	\$13.50	\$13.75	\$13.75
	Step 2: 2000-4000	\$13.75	\$13.96	\$14.17	\$14.38	\$14.59
	Step 3: 4001+	\$13.91	\$14.12	\$14.33	\$14.54	\$14.76
Night Cleaner	Step 1: 0-2000	\$13.50	\$13.75	\$13.75	\$14.00	\$14.00
	Step 2: 2000-4000	\$14.01	\$14.22	\$14.44	\$14.65	\$14.87
	Step 3: 4001+	\$14.17	\$14.38	\$14.60	\$14.82	\$15.04
Heavy Duty Project Worker	Step 1: 0-2000	\$14.50	\$14.75	\$14.75	\$15.00	\$15.00
	Step 2: 2000-4000	\$15.07	\$15.29	\$15.52	\$15.76	\$15.99
	Step 3: 4001+	\$15.21	\$15.44	\$15.67	\$15.91	\$16.15
Lead Hands - \$0.50/hr						

BCIT Job Classifications:

- **Day Porter** – Duties include dusting, vacuuming, dry mopping, garbage removal, recycling, polishing, cleaning bathroom fixtures, spot cleaning, damp mopping, washing, light scrubbing floors, cleaning windows, polishing floors, moving furniture as required, and operating compactor and other janitorial maintenance equipment.
- **Night Cleaner** – Duties are the same as those of the Day Porter, but are performed on the second shift of the day commencing in the afternoon.
- **Heavy Duty Project Worker** - In addition to the duties of the Day Porter, the Heavy Duty Project Worker will be responsible for waxing and stripping floors, high window and fixture cleaning, pressure washing, furniture cleaning, scrubbing floors, light maintenance of janitorial equipment and reporting and record keeping of maintenance logs.
- **Lead Hand**-A designated employee who, in addition to his regular duties, is responsible for the training of other employees, coordinating work flow, and the promotion of safe and efficient work habits.

SCHEDULE "C"
CLASSIFICATIONS AND RATES OF PAY
Vancouver Community College

Classification	Step (hrs worked)	Ratification	July 1, 2018	July 1, 2019	July 1, 2020	July 1, 2021
Heavy Duty Custodian	Prob (3mos/480 hrs)	\$11.75	\$11.75	\$12.00	\$12.00	\$12.25
	Step 1: Post Prob-2000	\$11.90	\$12.08	\$12.26	\$12.44	\$12.63
	Step 2: 2000-4000	\$12.05	\$12.23	\$12.41	\$12.60	\$12.79
	Step 3: 4001+	\$12.20	\$12.38	\$12.57	\$12.76	\$12.95
Overnight Custodian	Prob (3mos/480 hrs)	\$12.50	\$12.50	\$12.75	\$12.75	\$13.00
	Step 1: Post Prob-2000	\$12.75	\$12.94	\$13.14	\$13.33	\$13.53
	Step 2: 2000-4000	\$13.00	\$13.20	\$13.39	\$13.59	\$13.80
	Step 3: 4001+	\$13.25	\$13.45	\$13.65	\$13.86	\$14.06

Lead Hands - \$0.50/hr

SCHEDULE "C"
CLASSIFICATIONS AND RATES OF PAY
Vancouver Community College
Cont'd

Classification	Step (hrs worked)	July 1, 2022	July 1, 2023	July 1, 2024	July 1, 2025	July 1, 2026
Heavy Duty Custodian	Prob (3mos/480 hrs)	\$12.25	\$12.50	\$12.50	\$12.75	\$12.75
	Step 1: Post Prob-2000	\$12.82	\$13.01	\$13.21	\$13.41	\$13.61
	Step 2: 2000-4000	\$12.98	\$13.18	\$13.37	\$13.57	\$13.78
	Step 3: 4001+	\$13.14	\$13.34	\$13.54	\$13.74	\$13.95
Overnight Custodian	Prob (3mos/480 hrs)	\$13.00	\$13.25	\$13.25	\$13.50	\$13.50
	Step 1: Post Prob-2000	\$13.74	\$13.94	\$14.15	\$14.36	\$14.58
	Step 2: 2000-4000	\$14.00	\$14.21	\$14.43	\$14.64	\$14.86
	Step 3: 4001+	\$14.27	\$14.49	\$14.71	\$14.93	\$15.15

Lead Hands - \$0.50/hr

VCC Job Classifications:

- **Heavy Duty Custodian** – Duties include dusting, vacuuming, dry mopping, garbage removal, recycling, polishing, cleaning bathroom fixtures, spot cleaning, damp mopping, washing, light scrubbing floor, cleaning windows, polishing floors, moving furniture as required, and operating compactor and other janitorial maintenance equipment. In addition, the custodian may be assigned waxing and stripping of floors, high window and fixture cleaning, pressure washing, furniture cleaning, floor scrubbing, and light maintenance of janitorial equipment and reporting and record keeping of maintenance logs.
- **Overnight Custodian** – Duties include kitchen clean-up during overnight hours, in addition to the duties of the Heavy Duty Custodian when assigned.
- **Lead Hand** – A designated employee who, in addition to his/her regular duties, is responsible for the training and leading of other employees, coordinating work flow, and the promotion of safe and efficient work habits.

SCHEDULE "D"
CLASSIFICATIONS AND RATES OF PAY
University of British Columbia – Okanagan

Classification	Step (hrs worked)	April 1, 2017	September 1, 2017	September 1, 2018	September 1, 2019	September 1, 2020
General Custodian	Prob (3 mos/480 hrs)	\$11.75	\$11.75	\$12.00	\$12.00	\$12.25
	Step 1: Post Prob-2000	\$12.15	\$12.27	\$12.46	\$12.64	\$12.83
	Step 2: 2000-4000	\$12.30	\$12.42	\$12.61	\$12.80	\$12.99
	Step 3: 4001+	\$12.50	\$12.63	\$12.81	\$13.01	\$13.20
Night Shift Custodian	Prob (3 mos/480 hrs)	\$12.75	\$12.75	\$13.00	\$13.00	\$13.25
	Step 1: Post Prob-2000	\$13.15	\$13.28	\$13.48	\$13.68	\$13.89
	Step 2: 2000-4000	\$13.30	\$13.43	\$13.63	\$13.84	\$14.05
	Step 3: 4001+	\$13.50	\$13.64	\$13.84	\$14.05	\$14.26
Heavy Duty Custodian	Prob (3 mos/480 hrs)	\$12.75	\$12.75	\$13.00	\$13.00	\$13.25
	Step 1: Post Prob-2000	\$13.15	\$13.28	\$13.48	\$13.68	\$13.89
	Step 2: 2000-4000	\$13.30	\$13.43	\$13.63	\$13.84	\$14.05
	Step 3: 4001+	\$13.50	\$13.64	\$13.84	\$14.05	\$14.26
Project Worker	Prob (3 mos/480 hrs)	\$12.75	\$12.75	\$13.00	\$13.00	\$13.25
	Step 1: Post Prob-2000	\$13.15	\$13.28	\$13.48	\$13.68	\$13.89
	Step 2: 2000-4000	\$13.30	\$13.43	\$13.63	\$13.84	\$14.05
	Step 3: 4001+	\$13.50	\$13.64	\$13.84	\$14.05	\$14.26

Lead Hands - \$0.50/hr

SCHEDULE "D"
CLASSIFICATIONS AND RATES OF PAY
University of British Columbia – Okanagan
Cont'd

Classification	Step (hrs worked)	September 1, 2021	September 1, 2022	September 1, 2023	September 1, 2024	September 1, 2025
General Custodian	Prob (3 mos/480 hrs)	\$12.25	\$12.50	\$12.50	\$12.75	\$12.75
	Step 1: Post Prob-2000	\$13.02	\$13.22	\$13.42	\$13.62	\$13.82
	Step 2: 2000-4000	\$13.19	\$13.38	\$13.58	\$13.79	\$13.99
	Step 3: 4001+	\$13.40	\$13.60	\$13.80	\$14.01	\$14.22
Night Shift Custodian	Prob (3 mos/480 hrs)	\$13.25	\$13.50	\$13.50	\$13.75	\$13.75
	Step 1: Post Prob-2000	\$14.10	\$14.31	\$14.52	\$14.74	\$14.96
	Step 2: 2000-4000	\$14.26	\$14.47	\$14.69	\$14.91	\$15.13
	Step 3: 4001+	\$14.47	\$14.69	\$14.91	\$15.13	\$15.36
Heavy Duty Custodian	Prob (3 mos/480 hrs)	\$13.25	\$13.50	\$13.50	\$13.75	\$13.75
	Step 1: Post Prob-2000	\$14.10	\$14.31	\$14.52	\$14.74	\$14.96
	Step 2: 2000-4000	\$14.26	\$14.47	\$14.69	\$14.91	\$15.13
	Step 3: 4001+	\$14.47	\$14.69	\$14.91	\$15.13	\$15.36
Project Worker	Prob (3 mos/480 hrs)	\$13.25	\$13.50	\$13.50	\$13.75	\$13.75
	Step 1: Post Prob-2000	\$14.10	\$14.31	\$14.52	\$14.74	\$14.96
	Step 2: 2000-4000	\$14.26	\$14.47	\$14.69	\$14.91	\$15.13
	Step 3: 4001+	\$14.47	\$14.69	\$14.91	\$15.13	\$15.36

Lead Hands - \$0.50/hr

UBC – Okanagan Job Classifications:

- **General Custodian** – Duties include dusting, vacuuming, dry mopping, garbage removal, recycling, polishing, cleaning bathroom fixtures, spot cleaning, damp mopping, washing, light scrubbing floors, cleaning windows, polishing floors, moving furniture as required, and operating compactor and other janitorial maintenance equipment.
- **Night Shift Custodian** – Duties are the same as those of the General Custodian, but are performed on the third shift of the day during overnight hours.
- **Heavy Duty Custodian** – In addition to the duties of the General Custodian, the Heavy Duty Custodian is responsible for waxing and stripping floors, high window and fixture cleaning, pressure washing, furniture cleaning, scrubbing floors, light maintenance of janitorial equipment and reporting and record keeping of maintenance logs.
- **Project Worker** – Primarily responsible for waxing and stripping floors, high window and fixture cleaning, pressure washing, furniture cleaning, scrubbing floors, light maintenance of janitorial equipment and reporting and record keeping of maintenance logs, but may also be assigned the duties of the General Custodian.
- **Lead Hand** – A designated employee who, in addition to his/her regular duties, is responsible for the training and leading of other employees, coordinating work flow, and the promotion of safe and efficient work habits.

GENERAL
(Langara, BCIT, VCC, and UBC-Okanagan Locations)

- In the event the BC Provincial Government imposes an increase to the general minimum wage after October first (1st), two thousand and seventeen (2017):
 - all wages will be increased by one half ($\frac{1}{2}$) of the percentage by which minimum wage is increased, to a maximum total increase of five percent (5%) in any year of the Collective Agreement (inclusive of existing annual wage increases); or
 - if the new minimum wage rate exceeds any of the rates set out in the Collective Agreement, the new rate shall apply.

- All bargaining unit employees will be eligible for:
 - APPA Quality Audit bonus payment (if awarded by client)
 - Ulf von Dehn Founder Educational Grant – awarded annually to selected employees to help support their continued education needs. Eligibility of this grant extends to spouses, children and grandchildren of the employee.

LETTER OF UNDERSTANDING #1

BETWEEN:

BEST SERVICE PROS LTD.

AND:

**SERVICE, HEALTH, MANUFACTURING AND ALLIED
WORKERS UNION, CLAC LOCAL 501**

RE: TRANSFERS

In the event the scope of this Agreement is extended to additional worksite(s) in the future, bargaining unit employees shall have the right to request a transfer, in writing, to another worksite. When a vacancy occurs at the worksite to which a transfer has been requested, the Employer shall transfer the applicant employee to that worksite, provided the employee has the required qualifications, skill and ability to work at that worksite. The transferring employee shall maintain his/her overall seniority for the purpose of the Collective Agreement.

DATED at Coquitlam, B.C., this 4 day of April, 2017.

SIGNED on behalf of

SIGNED on behalf of

BEST SERVICE PROS LTD.

**SERVICE, HEALTH,
MANUFACTURING AND
ALLIED WORKERS UNION,
CLAC LOCAL 501**

“Kevin McCrum”
Kevin McCrum, CEO

“Mark Phillips”
Mark Phillips

LETTER OF UNDERSTANDING #2

BETWEEN:

BEST SERVICE PROS LTD.

AND:

**SERVICE, HEALTH, MANUFACTURING AND ALLIED
WORKERS UNION, CLAC LOCAL 501**

RE: WAGE/BENEFIT REVIEW

The Employer and the Union agree to meet in August two thousand and nineteen (2019) and August two thousand and twenty two (2022) to review the wages and other monetary items contained in the Collective Agreement in good faith, and to consider the potential for further increases and/or the introduction of an employee benefit plan.

DATED at Coquitlam, B.C., this 4 day of April, 2017.

SIGNED on behalf of

SIGNED on behalf of

BEST SERVICE PROS LTD.

**SERVICE, HEALTH,
MANUFACTURING AND
ALLIED WORKERS UNION,
CLAC LOCAL 501**

“Kevin McCrum”

Kevin McCrum, CEO

“Mark Phillips”

Mark Phillips

LETTER OF UNDERSTANDING #3

BETWEEN:

BEST SERVICE PROS LTD.

AND:

**SERVICE, HEALTH, MANUFACTURING AND ALLIED
WORKERS UNION, CLAC LOCAL 501**

RE: EDUCATION AND TRAINING

Where the Employer requests than an employee attend a course, seminar or examination, time spent at the course shall be considered time worked and the employee shall be paid at the appropriate rate of pay in accordance with Article 12. The Employer shall cover the cost of the course and associated fees incurred in taking the course, seminar and/or examination. Similarly, where an employee is required to hold a certificate or license, the Employer will cover the cost of renewing the certificate or license (excluding a driver's license).

DATED at Coquitlam, B.C., this 4 day of April, 2017.

SIGNED on behalf of

SIGNED on behalf of

BEST SERVICE PROS LTD.

**SERVICE, HEALTH,
MANUFACTURING AND
ALLIED WORKERS UNION,
CLAC LOCAL 501**

"Kevin McCrum"
Kevin McCrum, CEO

"Mark Phillips"
Mark Phillips