Collective Agreement

Between

Canadian Union of Public Employees, Local 3338

And

Best Facilities Services Ltd.
d.b.a Best Service Pros

April 1, 2011 to March 31, 2017

Site specific for SFU Burnaby and Surrey Campus
(as per Labour Relations Board Certification)
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Purpose

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

It is recognized by the Agreement to be the duty of the Employer and the Union to cooperate fully, individually and collectively for the advancement of the said conditions.

Article 1 Recognition

1.01 The Employer agrees to recognize the Union as the sole bargaining authority for all employees coming within the unit as defined in the Certificate of Bargaining Authority granted the Union by the Labour Relations Code of British Columbia.

1.02 The Union recognizes the Employer's right to hire, dismiss, transfer, promote, demote employees, and set hours of work, but any action taken may be subject to redress under the grievance procedure.

1.03 No employee shall be asked, and no employee shall make a verbal or written agreement with the employer inconsistent with this agreement.

1.04 Access: An authorized representative of the Union shall be permitted to enter the premises at a reasonable time in the interest of the employees covered by this agreement, provided that the Manager or his/her designate is first contacted and his/her approval has been received. The Union agrees that there will be no disruption of employees' duties by the Union representative entering the premises.

Article 2 Union Security

2.01 It is agreed that all present Employees, with the exception of management and supervisory staff, shall become members of the Union within five working days of the signing of this agreement and remain members of the Union as a condition of continuous employment.

2.02 All new Employees, with the exception of management and supervisory staff, shall make application to join the Union within the first five (5) working days of employment and remain members of the Union as a condition of continuous employment.
2.03 The Employer agrees to terminate the employment of Employee forthwith who fails to comply with section 2.01 and 2.02 above when requested by the Union. The Employer shall be exempt from legal action.

2.04 The Employer agrees to check-off the member’s fees and dues. The Employer shall deduct from every employee any dues, initiation fees or assessments levied by the Union on its members. All employees on the date of hire shall be required to sign authorization for dues and assessment deduction. A copy of this authorization shall be forwarded to the Union.

2.05 Dues shall be deducted from each payroll in accordance with the Local Union bylaws. Dues shall be forwarded to the Union office not later than the tenth (10th) working day after that month, accompanied by a list of the names, contact information, classifications, and a sum of the gross monthly wages of all employees from whose wages deductions have been made.

2.06 The Employer recognizes the Union’s right to appoint shop stewards, and the Union shall notify the Employer, in writing, of such appointments. Shop stewards shall attend to their Union duties so as not to unreasonably interfere with the performance of their duties as an employee. A shop steward shall obtain the permission of his/her supervisor prior to leaving the workstation. Such permission shall not be unreasonably withheld. On resuming his/her normal duties the shop steward shall notify her/his supervisor.

Article 3 Management Rights

a. General Rights

The management of the Employer’s operations and the direction of the working forces, including hiring, firing, promotion and demotion of employees, is vested exclusively in the Employer except as may be otherwise specifically provided in this Agreement.

b. Employer Policies

Employees shall be governed by written policies adopted by the Employer as publicized on bulletin boards, or by general distribution, provided such policies are not in conflict with the provisions of this agreement.
Article 4 Hiring

4.01 The Employer retains the right to hire new employees through sources available including the Union and employment agencies once those on the recall list have been given opportunity to be recalled. No new employees will be hired before those on the recall list have been contacted. The Employer will notify the Union of any job vacancies and the Union may refer qualified members for a job interview and to make application for vacant positions.

4.02 The Employer will notify the Union in writing (email) of all employees hired, promoted, laid-off, or terminated no later than the 10th day of the following month.

4.03 Job postings: Vacancies in each shift and each classification shall be posted in all worksites.

Article 5 Probation

5.01 Probationary Employees are entitled to all rights and protections of the Collective Agreement.

5.02 All newly-hired employees shall be considered as probationary employees for the first ninety (90)-calendar days of employment or 600 hours of employment whichever is the longer period.

There shall be no responsibility on the part of the company respecting employment of probationary employees should they be laid off for lack of work, or discharged at the Employer's option during the probationary period.

The employer and the union by mutual agreement may extend the probationary period.

5.03 Recalled Employees shall not be required to serve a probationary period and shall return at the wage outlined in Appendix A.

Article 6 Labour Management Meetings

6.01 On the request of either party, the parties must meet at least once every 2 months until this agreement is terminated, for the purpose of discussing issues relating to the workplace that affect the parties or any employee bound by this agreement.
The purpose of the consultation committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to discuss workload, to foster the development of work related skills and to promote workplace productivity.

**Article 7 Seniority**

7.01 Definition: Seniority shall mean length of service with the Employer.

Computation, Accrual, and Maintenance: Seniority shall be determined on the basis of the regular number of hours worked, i.e. one hour of work equal one hour of seniority. Seniority shall be maintained for a 12 month period and employees shall not lose seniority rights if they are absent from work because of sickness, accident, layoff or union leave.

Employees shall only lose their seniority in the event:

(a) They are dismissed for just and reasonable cause and are not reinstated

(b) They resign

(c) They fail to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless through illness or other just cause. It shall be the responsibility of the individual to keep the Employer informed of their current address

(d) They are laid off for a period longer than twelve (12) months.

Seniority List: The employer shall provide the union with a seniority list monthly. The list shall include the employee name, date of hire, and accrued seniority.

Purpose: Seniority shall be the determining factor in hiring, layoff, and recall.

7.02 The Employer and the Union agree that no employee shall, in any manner, be discriminated against or coerced, restrained or influenced on account of membership in the Union, or by reason of race, colour, ancestry, place of origin religion, marital status, family status, physical or mental disability, sex, sexual orientation, or age in accordance with the Human Rights Code of British Columbia (RSBC 1996, 7.1(b)) and its regulation.
Article 8 Hours of Work

8.01 If an employee shows up for a scheduled shift to work and no work is available, the employee shall be entitled to two (2) hours pay.

8.02 Part-time employees may choose to work 2, 3, or 4 hours and will only be paid for the time worked.

8.03 If a full-time employee commences work, she/he shall be entitled to at least four (4) hours pay if the shift is terminated by the employer.

8.04 If an employee works over four (4) hours, then he/she shall be paid for the hours worked.

Article 9 Wage Rate and Payment of Wages

9.01 The following wage rates shall be paid to the classifications as named in Appendix A during the life of this agreement.

9.02 In the event of the employer hiring employee(s) who come within the unit for which the Union is certified during the life of this agreement, and for whom a classification and wage rate is not contained herein, it is agreed the classification and wage rate shall be added to Appendix A. If the parties are unable to agree on a wage rate, the matter may be taken up under the grievance and arbitration procedure.

9.03 The wages of all employees shall be paid twice per month. Each employee shall receive with her/his wages a separate statement showing the hours worked, the rate of pay, and an itemized list of deductions each and every pay day.

9.04 All dues, remittances, and assessments shall be shown on all T4 slips.

9.05 The Employer agrees to pay 2.5 cents per regular hour contribution to each employee while working on the specified sites. This amount to be reflected in the wage grid as the amount set under MSP and Safety Education.

Article 10 Overtime

After eight (8) hours worked employees shall receive one and one half (1 ½) times the basic rate up to 12 hours. After 12 hours worked employees shall receive double time.
Article 11 Medical and Dental

Medical Service Plan family coverage premiums will be paid by the Employer. Employees may choose to opt out and receive sixty (0.60) cents per hour in lieu as per the attached wage grid under MSP + Safety Ed.

Employees shall have the right to change their option once per year providing employees submit the required form by March 1st of each year. The Employer shall make the form available to employees. Where an employee does not submit a change form by March 1st they will default to their previous year’s choice.

Article 12 Annual Vacations

12.01 The employer shall give to each employee, after the completion of each year of employment, annual vacation as follows:

   a. first 4 years to be paid at 4%
   b. Years 5 to 11 to be paid at 6%
   c. After 11 years to be paid at 8%

   In the first year of employment vacation entitlement shall be pro-rated to start date.

12.02 Annual vacation is exclusive of general holidays to which the employee is entitled.

Article 13 General Holidays

13.01 The following days shall be recognized by the employer as general holidays:

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

   In the event of a general holiday falling on a Sunday, the Monday following shall be recognized as the general holiday

13.02 Any employee who is required to work on any general holiday, shall be paid at the rate of one and one half (1 ½) the regular rate for the hours worked with a minimum of four (4) hours worked.

Article 14 Health & Safety

Preamble: It shall be the objective of the Employer, employees, and the Union to eliminate accidents and hazards. It is agreed that all rules and regulations of Worker's Compensation Board (WorkSafe) shall be complied with by all concerned.

14.01 Workers' Compensation Board Standards

The Employer shall maintain safe working conditions for all employees as provided within the Workers' Compensation Board standards.

14.02 Union - Employer Health and Safety Committee

A Health and Safety Committee shall be established with is composed of an equal number of Union and Employer representatives, but with a minimum of two (2) Union and two (2) Employer members. The Health and Safety Committee shall hold meetings at least once per month, or more frequently if requested by the Union or by the Employer for jointly considering, monitoring, inspecting, investigating, reviewing and improving health and safety conditions and practices. Minutes shall be taken on all meetings and copies shall be sent to the Employer and the Union. All safety matters will be guided by the rules and regulations as set out by WorkSafeBC. See attached Appendix B.

14.03 Leaves of Absence for Union Business

Time off with pay shall be granted to employees' representatives when meeting with the Employer on behalf of the Union, on matters of business (including negotiations) affecting both parties only.

Time off without pay shall be granted by the manager, to official representatives of the union to attend meetings, conventions, workshops, etc, pertaining to labour matters directly affecting the Union provided that;

a. an employee who is elected or appointed to a full time position with the Union or any trade union body with which the Union is affiliated or approves of or who is elected to public office shall if she/her so requests, in writing, may be granted leave of absence without pay and without loss of seniority.

b. reasonable notice is given of the date and duration of such time off.
14.04 Strike and Lockout

There shall be no lock out by the Employer and no strike, stoppage of work, or slow-down, either in part or general, by employees as long as this Agreement remains in effect.

14.05 General Working Conditions and Rules

The Employer shall not require any employee covered by this agreement to work from his/her regular starting time more than five (5) consecutive hours without a break of at least thirty (30) minutes without pay.

A meal period not exceeding thirty (30) minutes without pay shall be granted as near to mid-shift as possible.

14.06 Coffee Break

A paid coffee break shall be allowed each employee as close to midway in the first half of the shift and as close to midway in the second half of the shift as possible. The length of the break is 15 minutes at the designated location including travel time from and to the work station. Shifts shorter than seven (7) hours will entitle the employee to one (1) 15-minute paid break only.

Article 15 Discipline and Discharge

15.01 No employee shall be disciplined or have their employment terminated without just and reasonable cause.

15.02 Both the employer and the union agree to the concept of progressive discipline.

15.03 Employees have the right to union representation at any disciplinary meeting. No employee shall be disciplined without the presence of a union representative.

15.04 Any discipline that has been imposed on an employee shall be removed from the employee's employment file within eighteen (18) months and only if discipline free during that period of when the discipline was imposed.

15.05 Copies of disciplinary letters shall be forwarded to the union office every time discipline is imposed. Disciplinary letters must include the reasons for the discipline.
Article 16 Grievance and Arbitration Procedure

16.01 When an employee or the union believes that there is a violation of the collective agreement, the matter shall be raised at a step 1 grievance meeting.

16.02 Failing resolution of the matter at step 1, the union shall forward a written grievance to the employer within five (5) working days of the step 1. The employer and the union will meet within five (5) working days of the receipt of the grievance to attempt to resolve the grievance.

16.03 Failing resolution at the step 2, the union shall have ten (10) working days to forward the grievance to arbitration. Withdrawing or not proceeding with a grievance above shall not prejudice the union from raising the same or similar grievance in the future.

Article 17 Agreements Cost-Shared

The Employer and the Union agree to share the cost equally of the printing and typing of such Collective Agreements.

Article 18 Life of Agreement and Renewal

18.01 This Agreement shall become effective as of the April 1, 2011 and shall remain in full force and effect until March 31, 2017.

18.02 Renewal as per the Labour Relations Code

Article 19 Gender

Whenever the use of either gender is contained herein, it shall also apply to the other gender wherever applicable.

Article 20 Sick Leave

Employees are entitled to three (3) sick leave days per year.
Article 21 Leave of Absence

21.01 Leave shall be granted in accordance with the employment Standards Act of British Columbia. If the Act is amended to decrease employees' entitlement under the leaves provided for at date of signing, those decreases will not apply.

21.02 Leave Without Pay

Upon providing the Employer with a minimum of forty-five (45) calendar days notice, employees with a minimum of two years of service may apply for an unpaid leave. An employee shall not be entitled to exceed three (3) months of unpaid leave in any given two year period. Granting of the unpaid leave is subject to the operational requirements of the Employer and shall not be unreasonably withheld. The Employer shall notify the employee of whether or not the leave has been granted by no later than fifteen (15) days following the date of the application for the leave.

21.03 Sick Leave

Employees shall be entitled to paid sick leave for up to three 3 days per year. If illness prevents a team member from performing normal duties or causes a team member to be absent from work, he or she must report the situation to his or her manager immediately.

In the case of pro-longed or frequent illnesses on the part of the team member, the Company reserves the right to request medical evidence verifying the illness. More than three (3) sick days per fiscal year will be considered frequent. Frequent and pro-longed, unverified illness may be considered grounds for dismissal.

There is no financial provision to cover a team member's lost wages due to illness except as provided in this Collective Agreement.

Article 22 Conditions of Employment and Working Rules

1. Every Employee will wear company-supplied uniforms at all times.

2. Every Employee will keep the uniforms clean (wash and wear), at his/her own expense.

3. Employees will exchange worn uniforms for new ones at no cost to them.

4. Employees who leave employment will return the uniforms they receive.
5. Both the Employer and Employees will be respectful and courteous at all times to other employees, the general public, the students, and all staff. Disrespectful or discourteous conduct will be cause for discipline up to and including dismissal.

6. Employees on the afternoon and night shift shall normally work in pairs.

Article 23 Employee Accidents at Work

1. The accident must be reported immediately to the supervisor and the employee must complete WCB form 6A within 24 hours or other reasonable time under extenuating circumstances.

2. First Aid kits are available for us in minor injuries.

3. If an employee reports to a doctor or hospital, a doctor's certificate must be presented to the supervisor within 24 hours at the employee’s expense.

4. All employees must make themselves aware of the location that holds information on chemicals used on the job site and the recommended antidote material and treatment.

5. For the Burnaby campus the nearest hospital is at: Royal Columbian, 330 E Columbia St, New Westminster. For the Surrey Campus: Surrey Memorial 13750 96 Ave Surrey.

6. The telephone number for emergency treatment at Burnaby is: 778.782.4500. Or hospital 604.520.4253. The telephone number for emergency treatment in Surrey is 778.782.7511.

Article 24 Responsibilities of Employees

1. To achieve the highest degree of professionalism we want all of our employees to be knowledgeable.

2. All employees, after being hired will attend a four (4) hour training course provided without charge by the Employer. If they have been hired before taking the course, they will have to complete the course during the first 3 months of employment. The employee shall be paid at the probationary rate and the training shall be considered as part of the probation period.

3. All employees have to attend four (4) hours of training in any subsequent year of employment. This training will be provided without cost, and attendance will be considered paid work time.
4. The union and management are in agreement that keys, security cards and payroll identification cards are the responsibility of the employees, the loss of which could result in a dismissal or reduction of pay.

**Article 25 Contracting Out**

**25.01 No Lay-off of Employees**

The Employer agrees not to contract out any of the employer's work presently performed by employees covered by this Agreement which would result in the laying off of such employees.

**Exceptions:** The employer has the right to contract for services when:

a. The employer does not have the equipment or facilities necessary to perform the required service; or

b. The employer does not have the employees who performed such work or are qualified in such work; or

c. An emergency occurs

**25.02** The employer shall pay $15.00 per month permit fee for each sub-contractor worker on site for projects lasting over a week.

**Article 26 Enabling Clause**

When, in the opinion of both parties, it is deemed beneficial to the employer and the union members, the terms and conditions of the Collective Agreement may be modified. Such mutually agreed modifications to the Collective Agreement shall be by Letter of Understanding and may be for one specific project, for a type of work, for a specific area, or for a specific period of time. The parties will establish workable procedures for the drafting of such Letters of Understanding.
Signed in the City of Burnaby, B.C. this _11_ day of _October_, 2011

ON BEHALF OF THE EMPLOYER

[Signature]

Kevin McRon - CEO

ON BEHALF OF THE UNION

[Signature]

Wilcox CUPE Representative

[Signature]

Bruce Taylor COO

Collective Agreement CUPE 3338 and Best Service Pros
Appendix A

Wage Schedule

**Wage scale effective Oct 1, 2011**

<table>
<thead>
<tr>
<th>Position</th>
<th>Base Wage Rate</th>
<th>MSP + Safety Ed</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heavy Duty</td>
<td>12.35</td>
<td>0.625</td>
<td>$12.975/hr</td>
</tr>
<tr>
<td>Project Worker</td>
<td>13.35</td>
<td>0.625</td>
<td>$13.975/hr</td>
</tr>
<tr>
<td>Foreperson/Lead Hand</td>
<td>13.85</td>
<td>0.625</td>
<td>$14.475/hr</td>
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**Wage Scale Effective April 1, 2012 (adding to wage rates $0.455)**

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<tr>
<th>Position</th>
<th>Base Wage Rate</th>
<th>MSP + Safety Ed</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>Heavy Duty</td>
<td>12.805</td>
<td>0.625</td>
<td>$13.43/hr</td>
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<tr>
<td>Project Worker</td>
<td>13.805</td>
<td>0.625</td>
<td>$14.43/hr</td>
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<tr>
<td>Foreperson/Lead Hand</td>
<td>14.305</td>
<td>0.625</td>
<td>$14.93/hr</td>
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**2% Increase – Wage Scale effective April 1, 2013**

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<th>Base Wage Rate</th>
<th>MSP + Safety Ed</th>
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<tbody>
<tr>
<td>Heavy Duty</td>
<td>13.06</td>
<td>0.64</td>
<td>$13.70/hr</td>
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<tr>
<td>Project Worker</td>
<td>14.08</td>
<td>0.64</td>
<td>$14.72/hr</td>
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<td>Foreperson/Lead Hand</td>
<td>14.59</td>
<td>0.64</td>
<td>$15.23/hr</td>
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**2% Increase – Wage Scale effective April 1, 2014**

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<th>Base Wage Rate</th>
<th>MSP + Safety Ed</th>
<th>Total</th>
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</thead>
<tbody>
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<td>Heavy Duty</td>
<td>13.32</td>
<td>0.65</td>
<td>$13.97/hr</td>
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<tr>
<td>Project Worker</td>
<td>14.36</td>
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<td>$15.01/hr</td>
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<td>Foreperson/Lead Hand</td>
<td>14.88</td>
<td>0.65</td>
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2% Increase – Wage Scale effective April 1, 2015

<table>
<thead>
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<th>Category</th>
<th>Hourly Wage</th>
<th>Increase</th>
<th>New Wage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heavy Duty</td>
<td>13.59</td>
<td>0.66</td>
<td>$14.25/hr</td>
</tr>
<tr>
<td>Project Worker</td>
<td>14.65</td>
<td>0.66</td>
<td>$15.31/hr</td>
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<tr>
<td>Foreperson/Lead Hand</td>
<td>15.18</td>
<td>0.66</td>
<td>$15.84/hr</td>
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2% Increase – Wage Scale effective April 1, 2016

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<thead>
<tr>
<th>Category</th>
<th>Hourly Wage</th>
<th>Increase</th>
<th>New Wage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heavy Duty</td>
<td>13.86</td>
<td>0.67</td>
<td>$14.53/hr</td>
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<tr>
<td>Project Worker</td>
<td>14.94</td>
<td>0.67</td>
<td>$15.61/hr</td>
</tr>
<tr>
<td>Foreperson/Lead Hand</td>
<td>15.48</td>
<td>0.67</td>
<td>$16.15/hr</td>
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*All wages inclusive of payment in lieu of MSP and $0.025/hr Safety Fund.

Option to forgo

Employees may choose to opt out of the Employer paid MSP coverage as per Article 11.

New hires with less than one year’s Simon Fraser University cleaning experience will during the probationary period receive a wage that is seventy five cents (0.75) per hour less than the wage classification they are hired for.
Job Definitions

Lead Hand

A designated employee (union member) who, in addition to regular cleaning duties, is responsible for the training of other employees and for the promotion of safe and efficient work habits.

Heavy Duty Cleaner

Duties include dusting, vacuuming, dry mopping, garbage removal, recycling, polishing, cleaning bathroom fixtures, spot cleansing, damp mopping (20 oz only), and all other duties normally done by light duty cleaners. Washing, damp mopping, light scrubbing floors, washing walls, removal of heavy garbage, operating compactor and other janitorial maintenance equipment, cleaning low windows up to 12’ high, polishing floors, carpet cleaning up to 100 sq. feet., but not limited to emptying class rooms of furniture, cleaning the room and returning the furniture.

Project work shall be defined work not normally done on a day-to-day basis, or work that is assigned in addition to the normal worked perform by employees, or work that is scheduled to be completed once per monthly, per semester or yearly.

Such work would include: waxing and stripping floors high window and fixture cleaning, pressure washing, carpet and furniture cleaning, but not be limited to, emptying rooms of furniture, cleaning the room and returning the furniture.

Please note under this revised Collective Agreement the “light duty” position has been eliminated and all janitors will now be considered Heavy duty and expected to perform all duties inclusive of equipment used once training has been completed.
Appendix B – Health and Safety

Division 4 - Joint Committees and Worker Representatives

When a joint committee is required

125 An employer must establish and maintain a joint health and safety committee

(a) in each workplace where 20 or more workers of the employer are regularly employed, and

(b) in any other workplace for which a joint committee is required by order.

Variations in committee requirements

126 (1) Despite section 125, the Board may, by order, require or permit an employer to establish and maintain

(a) more than one joint committee for a single workplace of the employer,

(b) one joint committee for more than one workplace or parts of more than one workplace of the employer, or

(c) one joint committee for the workplace or parts of the workplaces of a number of employers, if the workplaces are the same, overlapping or adjoining.

(2) An order under subsection (1) may

(a) specify the workplace, workplaces or parts for which a joint committee is required or permitted, and

(b) provide for variations regarding the practice and procedure of a joint committee from the provisions otherwise applicable under this Part or the regulations.

Membership of joint committee

127 A joint committee for a workplace must be established in accordance with the following:
(a) it must have at least 4 members or, if a greater number of members is required by regulation, that greater number;

(b) it must consist of worker representatives and employer representatives;

(c) at least half the members must be worker representatives;

(d) it must have 2 co-chairs, one selected by the worker representatives and the other selected by the employer representatives.

Selection of worker representatives

128 (1) The worker representatives on a joint committee must be selected from workers at the workplace who do not exercise managerial functions at that workplace, as follows:

(a) if the workers are represented by one or more unions, the worker representatives are to be selected according to the procedures established or agreed on by the union or unions;

(b) if none of the workers are represented by a union, the worker representatives are to be elected by secret ballot;

(c) if some of the workers are represented by one or more unions and some are not represented by a union, the worker representatives are to be selected in accordance with paragraphs (a) and (b) in equitable proportion to their relative numbers and relative risks to health and safety;

(d) if the workers do not make their own selection after being given the opportunity under paragraphs (a) to (c), the employer must seek out and assign persons to act as worker representatives.

(2) The employer or a worker may request the Board to provide direction as to how an election under subsection (1) (b) is to be conducted.
(3) The employer, or a union or a worker at a workplace referred to in subsection (1) (c), may request the Board to provide direction as to how the requirements of that provision are to be applied in the workplace.

Selection of employer representatives

129 (1) The employer representatives on a joint committee must be selected by the employer from among persons who exercise managerial functions for the employer and, to the extent possible, who do so at the workplace for which the joint committee is established.

(2) For certainty, an individual employer may act as an employer representative.

Duties and functions of joint committee

130 A joint committee has the following duties and functions in relation to its workplace:

(a) to identify situations that may be unhealthy or unsafe for workers and advise on effective systems for responding to those situations;

(b) to consider and expeditiously deal with complaints relating to the health and safety of workers;

(c) to consult with workers and the employer on issues related to occupational health and safety and occupational environment;

(d) to make recommendations to the employer and the workers for the improvement of the occupational health and safety and occupational environment of workers;

(e) to make recommendations to the employer on educational programs promoting the health and safety of workers and compliance with this Part and the regulations and to monitor their effectiveness;

(f) to advise the employer on programs and policies required under the regulations for the workplace and to monitor their effectiveness;
(g) to advise the employer on proposed changes to the
workplace or the work processes that may affect the
health or safety of workers;

(h) to ensure that accident investigations and regular
inspections are carried out as required by this Part
and the regulations;

(i) to participate in inspections, investigations and
inquiries as provided in this Part and the regulations;

(j) to carry out any other duties and functions
prescribed by regulation.

Joint committee procedure

131 (1) Subject to this Part and the regulations, a joint committee must
establish its own rules of procedure, including rules respecting
how it is to perform its duties and functions.

(2) A joint committee must meet regularly at least once each month,
unless another schedule is permitted or required by regulation or
order.

Assistance in resolving disagreements within committee

132 If a joint committee is unable to reach agreement on a matter relating
to the health or safety of workers at the workplace, a co-chair of the
committee may report this to the Board, which may investigate the
matter and attempt to resolve the matter.

Employer must respond to committee recommendations

133 (1) This section applies if a joint committee sends a written
recommendation to an employer with a written request for a
response from the employer.

(2) Subject to subsections (4) and (5), the employer must respond in
writing to the committee within 21 days of receiving the request, either

(a) indicating acceptance of the recommendation, or

(b) giving the employer's reasons for not accepting the
recommendation.

(3) If the employer does not accept the committee's
recommendations, a co-chair of the committee may report the
matter to the Board, which may investigate and attempt to resolve the matter.

(4) If it is not reasonably possible to provide a response before the end of the 21 day period, the employer must provide within that time a written explanation for the delay, together with an indication of when the response will be provided.

(5) If the joint committee is not satisfied that the explanation provided under subsection (4) is reasonable in the circumstances, a co-chair of the committee may report this to the Board, which may investigate the matter and may, by order, establish a deadline by which the employer must respond.

(6) Nothing in this section relieves an employer of the obligation to comply with this Part and the regulations.

Time from work for meetings and other committee functions

134 (1) A member of a joint committee is entitled to time off from work for

(a) the time required to attend meetings of the committee, and

(b) other time that is reasonably necessary to prepare for meetings of the committee and to fulfill the other functions and duties of the committee.

(2) Time off under subsection (1) is deemed to be time worked for the employer, and the employer must pay the member for that time.

Educational leave

135 (1) Each member of a joint committee is entitled to an annual educational leave totalling 8 hours, or a longer period if prescribed by regulation, for the purposes of attending occupational health and safety training courses conducted by or with the approval of the Board.

(2) A member of the joint committee may designate another member as being entitled to take all or part of the member's educational leave.

(3) The employer must provide the educational leave under this section without loss of pay or other benefits and must pay for, or reimburse the worker for, the costs of the training course and the reasonable costs of attending the course.
Other employer obligations to support committee

136 (1) The employer must provide the joint committee with the equipment, premises and clerical personnel necessary for the carrying out of its duties and functions.

(2) On request of the joint committee, the employer must provide the committee with information respecting

(a) the identification of known or reasonably foreseeable health or safety hazards to which workers at the workplace are likely to be exposed,

(b) health and safety experience and work practices and standards in similar or other industries of which the employer has knowledge,

(c) orders, penalties and prosecutions under this Part or the regulations relating to health and safety at the workplace, and

(d) any other matter prescribed by regulation.

Committee reports

137 (1) After each joint committee meeting, the committee must prepare a report of the meeting and provide a copy to the employer.

(2) The employer must

(a) if so requested by a union representing workers at the workplace, send a copy of the reports under subsection (1) to the union,

(b) retain a copy of the reports for at least 2 years from the date of the joint committee meeting to which they relate, and

(c) ensure that the retained reports are readily accessible to the joint committee members, workers of the employer, officers and other persons authorized by the Board or the minister.

Employer must post committee information

138 At each workplace where workers of an employer are regularly employed, the employer must post and keep posted

(a) the names and work locations of the joint committee members,

(b) the reports of the 3 most recent joint committee meetings, and
(c) copies of any applicable orders under this Division for the preceding 12 months.

Worker health and safety representative

139 (1) A worker health and safety representative is required

(a) in each workplace where there are more than 9 but fewer than 20 workers of the employer regularly employed, and

(b) in any other workplace for which a worker health and safety representative is required by order of the Board.

(2) The worker health and safety representative must be selected in accordance with section 128 from among the workers at the workplace who do not exercise managerial functions at that workplace.

(3) To the extent practicable, a worker health and safety representative has the same duties and functions as a joint committee.

(4) Sections 133 to 136 apply in relation to a worker health and safety representative as if the representative were a joint committee or member of a joint committee.

Participation of worker representative in inspections

140 If

(a) this Part or the regulations give a worker representative the right to be present for an inspection, investigation or inquiry at a workplace, and

(b) no worker representative is reasonably available,

the right may be exercised by another worker who has previously been designated as an alternate by the worker representative.
Appendix B – Health & Safety

Refusal of Unsafe Work

3.12 Procedure for refusal

(1) A person must not carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment if that person has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.

(2) A worker who refuses to carry out a work process or operate a tool, appliance or equipment pursuant to subsection (1) must immediately report the circumstances of the unsafe condition to his or her supervisor or employer.

(3) A supervisor or employer receiving a report made under subsection (2) must immediately investigate the matter and

(a) ensure that any unsafe condition is remedied without delay, or

(b) if in his or her opinion the report is not valid, must so inform the person who made the report.

(4) If the procedure under subsection (3) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, the supervisor or employer must investigate the matter in the presence of the worker who made the report and in the presence of

(a) a worker member of the joint committee,

(b) a worker who is selected by a trade union representing the worker, or

(c) if there is no joint committee or the worker is not represented by a trade union, any other reasonably available worker selected by the worker.

(5) If the investigation under subsection (4) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, both the supervisor, or the employer, and the worker must immediately notify an officer, who must investigate the matter without undue delay and issue whatever orders are deemed necessary.

3.13 No discriminatory action

(1) A worker must not be subject to discriminatory action as defined in section 150 of Part 3 of the Workers Compensation Act because the worker has acted in compliance with section 3.12 or with an order made by an officer.

(2) Temporary assignment to alternative work at no loss in pay to the worker until the matter in section 3.12 is resolved is deemed not to constitute discriminatory action.

Note: The prohibition against discriminatory action is established in the Workers Compensation Act Part 3, Division 6, sections 150 through 153.
Part 5 Chemical Agents and Biological Agents

Workplace Hazardous Materials Information System (WHMIS)

5.3 Application

(1) Sections 5.3 to 5.19 (the WHMIS Requirements) apply to employers and workers with respect to controlled products used, stored or handled at a workplace, except as provided in subsections (2) to (4).

(2) The provisions concerning a supplier label and MSDS do not apply if the controlled product is

(a) an explosive within the meaning of the Explosives Act (Canada),

(b) a cosmetic, device, drug or food within the meaning of the Food and Drugs Act (Canada),

(c) a control product within the meaning of the Pest Control Products Act (Canada),

(d) a prescribed substance within the meaning of the Atomic Energy Control Act (Canada) or any successor legislation, or

(e) a product, material or substance packaged as a consumer product and in quantities normally used by the consuming public.

(3) The provisions do not apply if the controlled product is

(a) wood or a product made of wood,

(b) tobacco or a product made of tobacco,

(c) a manufactured article, or

(d) being transported or handled pursuant to the requirements of the Transportation of Dangerous Good Act, 1992 (Canada) or the Transport of Dangerous Goods Act.

(4) The provisions do not apply to a hazardous waste, except that the employer must ensure the safe storage and handling of a hazardous waste generated at the workplace through the combination of worker education and the information required by this Regulation.
Note: For products partially or completely exempted from WHMIS by subsections (2) to (4), the general information requirements of section 5.2 must be met. Also, information requirements are specified elsewhere for particular groups of substances, for example, hazardous wastes in sections 5.76 to 5.81; pesticides in Part 6 (Substance Specific Requirements), and explosives in Part 21 (Blasting Operations).

5.4 Prohibition

(1) An employer must ensure that a controlled product is not used, stored or handled in a workplace unless all the applicable WHMIS Requirements concerning labels, identifiers, MSDSs and worker education and training are complied with, except as provided in subsection (2).

(2) An employer may store a controlled product in a workplace while actively seeking information required by subsection (1).

5.5 WHMIS program

If controlled products are used in the workplace the employer, in consultation with the joint committee or worker health and safety representative, as applicable, must establish and maintain an effective WHMIS program, as part of the overall workplace health and safety program, which

(a) addresses applicable WHMIS Requirements including education and training, and

(b) is reviewed at least annually, or more frequently if required by a change in work conditions or available hazard information.

5.6 Worker education

(1) An employer must ensure that general WHMIS education, as it pertains to the workplace, is provided to workers on the

(a) elements of the WHMIS program,

(b) major hazards of the controlled products in use in the workplace,

(c) rights and responsibilities of employers and workers, and

(d) content required on labels and MSDSs, and the significance of this information.
(2) The employer must ensure that a worker who works with or in proximity to a controlled product received from a supplier has access to all hazard information received from the supplier concerning that controlled product as well as any further hazard information of which the employer is aware or ought to be aware concerning the use, storage and handling of that product.

(3) If a controlled product is produced in a workplace, the employer must ensure that a worker who works with or in proximity to that controlled product has access to all hazard information of which the employer is aware or ought to be aware concerning that product and its use, storage and handling.

5.7 Worker training

(1) An employer must ensure that a worker who works with or in proximity to a controlled product is instructed in

(a) procedures for the safe use, storage, handling and disposal of the controlled product,

(b) the safe use, storage, handling and disposal of a controlled product contained or transferred in

(i) a pipe or a piping system including valves,

(ii) a process or reaction vessel, or

(iii) a tank car, tank truck, ore car, conveyor belt or similar conveyance,

(c) procedures to be followed if the controlled product escapes from equipment, or from another product, and

(d) procedures to be followed in case of an emergency involving a controlled product.

(2) Instruction required by subsection (1) must be specific to the workplace and cover the safe work procedures and emergency response procedures to be used in the workplace.

Note: Two checklists to assist with the implementation of sections 5.5 to 5.7 have been issued by the national WHMIS Current Issues Committee. They are provided in the WorkSafeBC publication WHMIS at Work. [PDF 2 M]
• The Implementation Plan Checklist addresses items under topics of: responsibilities, inventory, labelling/MSDSs, hazard evaluation, workplace controls, emergency procedures, education/training and program evaluation.

• The Education and Training Checklist addresses program development, instruction and follow-up.

5.8 Supplier Label

(1) An employer must ensure that the container of a controlled product or a controlled product received at a workplace is labelled with a supplier label.

(2) Subject to sections 5.8(3) and 5.18, as long as any amount of a controlled product remains in a workplace in the container in which it was received from the supplier, an employer must not remove, deface, modify or alter the supplier label.

(3) If a label applied to a controlled product or a container of a controlled product becomes illegible or is accidentally removed from the controlled product or the container, the employer must replace the label with either a supplier label or a workplace label.

(4) An employer who has receive a controlled product in a multicontainer shipment where the individual containers have not been labelled by the supplier must apply to each container a label that meets the requirements of the Controlled Products Regulations (Canada).

(5) If a controlled product imported under section 23 of the Controlled Products Regulations (Canada) is received at the workplace without the supplier label, the employer must apply a label that meets the requirements of that regulation.

(6) An employer who has received a controlled products transported as a bulk shipment must

(a) apply a supplier label to the container of the controlled product or to the controlled product at the workplace, or

(b) where, pursuant to section 15 of the Controlled Products Regulations (Canada) the supplier is not required to label a controlled product transported as a bulk shipment, an employer must apply a workplace label to the container of the controlled product or to the controlled product at the workplace.
5.9 Workplace label for employer-produced products

(1) If an employer produces a controlled product at a workplace, the employer must ensure that a workplace label is applied to the controlled product or the container of the controlled product.

(2) For purposes of subsection (1), "produces" does not include the escape of a controlled product from equipment or from another product.

(3) (Subsection (1) does not apply when the controlled product is in a container that is intended to contain the controlled product for sale or distribution and the container is or is about to be appropriately labeled.

5.10 Workplace label for decanted products

(1) If a controlled product in a workplace is in a container other than the container in which it was received from a supplier, the employer must ensure that the container has a workplace label applied to it.

(2) Subsection (1) does not apply to a portable container that is filled directly from a container that has a supplier label or workplace label applied to it

(a) if the controlled product

(i) is under the control of and is used exclusively by the worker who filled the portable container,

(ii) is used only during the shift in which the portable container was filled, and

(iii) the content of the container is clearly identified, or

(b) if all of the controlled product is required for immediate use.

5.11 Piping systems and vessels

If a controlled product in a workplace is contained or transferred in

(a) a pipe, or piping system including valves,

(b) a process or reaction vessel, or
(c) a tank car, tank truck, ore car, conveyor belt or similar conveyance,

The employer must ensure the safe use, storage and handling of the controlled product through worker education and the use of labels, placards, or colour coding or any other mode of identification.

5.12 Placard identifiers

If the controlled product is not in a container or is in a container in a form intended for export, the employer may fulfill the labelling requirements under sections 5.8 to 5.10 by posting a placard which

(a) discloses the information required for a workplace label, and

(b) is of a size and in locations so that the information is conspicuous and clearly legible to workers.

5.13 Laboratory label

(1) A label for a container of a controlled product that originates from a laboratory supply house and is packaged in quantities of less than 10 kg (22 lbs) for each container and that is intended for use in a laboratory must disclose

(a) a product identifier,

(b) where an MSDS is available, a statement indicating that fact, and

(c) the risk phrases, precautionary measures, and first aid measures applicable to the product.

(2) The employer must ensure that the contents of a container of a controlled product are clearly identified on the container if

(a) the container is not the container in which the controlled product was received from the supplier, and

(b) the employer intends to use the controlled product, or it is, in the normal course of business, used, exclusively in a laboratory.

(3) The employer must ensure that a controlled product undergoing analysis, tests or evaluations in a laboratory is clearly identified.
5.14 Supplier MSDS

(1) An employer who acquires a controlled product for use at a workplace must obtain a supplier MSDS for that controlled product if the supplier is required to prepare an MSDS.

(2) When a supplier MSDS obtained under subsection (1) for a controlled product is 3 years old, the employer must, if possible, obtain from the supplier an up-to-date supplier MSDS for the controlled product if any of the product remains in the workplace.

(3) If the employer is unable to obtain an MSDS as required by subsection (2), the employer must add to the existing supplier MSDS any new hazard information of which the employer is aware or ought reasonably to be aware, applicable to that controlled product on the basis of the ingredients disclosed in that document.

(4) The employer may provide at a workplace an MSDS in a format different from the format provided by the supplier or containing additional hazard information if the MSDS provided by the employer

(a) subject to section 5.18, contains at least the content of the supplier MSDS, and

(b) the supplier MSDS is available at the workplace and the MSDS provided by the employer indicates that fact.

5.15 Employer MSDS

(1) If an employer produces a controlled product in the workplace, the employer must prepare an MSDS for the product which discloses, subject to section 5.18, the information required under the Controlled Products Regulations (Canada).

(2) For the purpose of subsection (1), “produces” does not include the escape of a controlled product from equipment or from another product nor does it include intermediate products undergoing reaction within a reaction or process vessel.

(3) The employer must update the MSDS referred to in subsection (1)

(a) as soon as practicable after new hazard information becomes available to the employer, and

(b) at least every 3 years.
Note: The WorkSafeBC publication Suppliers' Guide to WHMIS: Preparing Complaint Material Safety Data Sheets and Labels can assist employers and supplier in meeting the requirements of sections 5.14 and 5.15. It provides information on how to classify products and how to prepare and review MSDSs and supplier labels.

[Note updated October 10, 2001.]

5.16 Availability of an MSDS

(1) An employer must ensure that a copy of an MSDS required by sections 5.14 or 5.15 is made readily available

(a) at the workplace to workers who may be exposed to the controlled product, and

(b) to the joint committee or to the worker health and safety representative, as applicable.

(2) If an employer is required by subsection (1) to make an MSDS readily available, it may be made available on a computer system if the employer

(a) takes all reasonable steps to keep the system in active working order,

(b) makes the MSDS readily available on the request of a worker, and

(c) provides training in accessing computer-stored MSDS to

(i) one or more workers working at a workplace where the MSDS is available on a computer terminal, and

(ii) members of the joint committee or the worker health and safety representative, as applicable.

5.17 Deletions from an MSDS

If an employer claims an exemption under section 5.18, the employer may delete the information that is the subject of the claim from the MSDS required by sections 5.14 and 5.15 for the time period in section 5.19(2), but may not delete hazard information.
5.18 Confidential business information

If, under the WHMIS Requirements, an employer must disclose on a label or an MSDS

(a) the chemical identity or concentration of an ingredient of a controlled product,

(b) the name of any toxicological study that identifies an ingredient of a controlled product,

(c) the chemical name, common name, generic name, trade name or brand name of a controlled product, or

(d) information that could be used to identify a supplier of a controlled product,

The employer may consider such information to be confidential business information and claim an exemption from the requirement to disclose that information.

5.19 Claims under the HMIR Act

(1) A claim under section 5.18 must be made to the commission established under the Hazardous Materials Information Review Act (Canada) and must be filed in accordance with the procedures established under that Act and the regulations made under it.

(2) Information that an employer considers to be confidential business information is exempt from disclosure from the time a claim is filed under section 5.18 until the claim is finally determined by the commission and for a period of 3 years after that if the claim is found to be valid.

(3) An employer who makes a claim under section 5.18 must abide by the decisions and orders of the commission.

(4) An appeal from a decision made by the commission under this section may be made under and in accordance with the provisions of the Hazardous Materials Information Review Act (Canada) and any regulations made under that Act.
LETTER OF UNDERSTANDING #1

Between

BEST Services Pros (The Employer)

And

The Canadian Union of Public Employees, Local 3338 (The Union)

The employer agrees to participate in Translink's Employer Pass Program.

For the Employer

K. Vickers
CEO

For the Union

Date

Oct 3 2011

Date

Oct 6 2011
LETTER OF UNDERSTANDING #2

Between

BEST Services Pros (The Employer)

And

The Canadian Union of Public Employees, Local 3338 (The Union)

The parties agree to use Mediator Debbie Cameron of the BCLRB to mediate disputes that arise under the terms of this agreement.

[Signatures]

For the Employer

For the Union

OCT 3/2011

Date

OCT 6/2011

Date