

COLLECTIVE AGREEMENT

BETWEEN

**BOUYGUES ENERGIES AND SERVICES CANADA LIMITED
(JPOCSC)**

AND

**UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION
(HEREINAFTER REFERRED TO AS UNITED STEELWORKERS)
ON BEHALF OF LOCAL NO. 2009**

April 1, 2022 – March 31, 2023

Errors and Omissions Excepted
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COLLECTIVE AGREEMENT

THIS AGREEMENT entered into this 10th day of September, 2020.

BETWEEN:

BOUYGUES ENERGIES AND SERVICES CANADA LIMITED

(Hereinafter known as the "COMPANY")

OF THE FIRST PART,

AND:

**UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE WORKERS' INTERNATIONAL UNION
(UNITED STEELWORKERS)
(ON BEHALF OF LOCAL UNION 2009)**

(Hereinafter known as the "UNION")

OF THE SECOND PART.

PREAMBLE:

The purpose of this Agreement is to secure for the Company, the Union and the employees the full benefits of orderly and legal collective bargaining, and to ensure to the utmost extent possible the safety and physical welfare of the employees, economy of operation, quality and quantity of output, and protection of property. It is recognized by this Agreement to be the duty of the Company and the Union and the employees to co-operate fully, individually and collectively, for the advancement of said conditions.

The Company and the Union agree to abide by the terms set out in this Agreement. The Union further agrees that it will at all times instruct its members to act in accordance with the terms contained in this Agreement. The Company agrees, in the exercise of the functions of Management, that the provisions of this Agreement will be carried out.

ARTICLE 1 – BARGAINING AGENCY

1.01 Recognition

- a) The Company recognizes the Union as the sole and exclusive bargaining agency for all of its hourly paid employees, employed in the performance of facility management services at the Jim Pattison Outpatient Care and Surgery Centre (known as the Facility), for the purpose of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment, except where employees are expressly agreed in writing as being excluded. For the purposes of this agreement, the **Parties** confirm that supervisors are expressly excluded from its scope.

- b) Employees whose regular jobs are not in the bargaining unit will not work on any jobs which are included in the bargaining unit except for the purposes of instruction, audit, quality control, on the job training and experimentation or in emergencies when regular employees are not available.

If a grievance originates from this subsection it will be instituted at Step #2 of the grievance procedure.

1.02 Bargaining Meetings

The Company and the Union will meet at such time and place as may be mutually agreed upon for the purpose of discussing wages and working conditions and adjusting any matters within the confines of this Agreement which come within the scope of collective bargaining between **Company** and employee. The Company and the Union will share the employees' regular wages and benefits while attending any such meetings. The **Company's** share shall not exceed an aggregate total of forty (40) hours per agreement term. Bargaining time shall be considered time worked for purposes of the Collective Agreement.

1.03 Bargaining Authority

The Party of the First Part agrees that the bargaining authority of the Party of the Second Part shall not be impaired during the term of this Collective Agreement. The Party of the First Part agrees that the only certification that they will recognize during the term of this Agreement is that of the Party of the Second Part, unless ordered by due process of law to recognize some other bargaining authority.

1.04 Access to Operation / Bulletin Boards

Official Union representatives shall obtain reasonable access to the Company's operations for the purpose of this Agreement by permission which will be granted by the Company. Reasonable notice, including the purpose and duration of the access shall be provided to the Company. Such visits shall not interfere with the Company's operation. The Company will furnish the Union with one (1) bulletin board for union postings and information.

- 1.05** No employee covered by this Agreement shall be required or permitted to make a written or verbal agreement with the **Company** or its representatives which may conflict with the terms of this Agreement. This Article does not apply where the **Company** invites an employee to accept an excluded position.

ARTICLE 2 – MANAGEMENT RIGHTS

2.01 Management and Direction

The management and the operation of, and the direction and promotion of the working forces is vested exclusively in the Management of the **Company** provided, however, that this will not be used for purposes of discrimination against employees. The Union recognizes that, subject to the limitations set out in this Agreement, the functions of the **Company** include the following:

- a) maintain order, discipline, and efficiency;
- b) select, hire, assign, direct, promote, demote, classify, transfer, lay off, recall, suspend or otherwise discipline or discharge employees (for proper cause);
- c) determine the work to be done, including the location, methods, work assignments, and the schedule for the performance of such work;
- d) make, enforce, and alter from time to time, reasonable rules and regulations to be observed by the employees.

2.02 Employment Discrimination

Neither the Company nor the Union, in carrying out their obligations under this Agreement, shall discriminate in matters of hiring, training, promotion, transfer, layoff, discharge or otherwise because of Indigenous identity, race, colour, ancestry, place of origin, religion, marital status, family status, physical or mental disability, age, sex, sexual orientation, gender identity or expression, political affiliation or beliefs, membership, holding of any office or activity in the Union. Notwithstanding the above, the Parties hereto subscribe to the principles of the BC Human Rights Code.

ARTICLE 3 – UNION SECURITY

3.01 Co-operation

The Company will co-operate with the Union in obtaining and retaining as members the employees as defined in this Agreement, and to this end will present to new employees and to all supervisors and foremen the policy herein expressed.

3.02 Union Shop

All employees who entered the employment of the Company within thirty (30) calendar days after the execution of this Agreement, or thirty (30) calendar days after entering employment, become members of the Union and maintain membership therein throughout the term of this Agreement, as a condition of continued employment.

3.03 Union Membership

Any employee who is a member in good standing, or is reinstated as a member of the Union shall as a condition of continued employment maintain such membership in good standing throughout the term of this Agreement.

No employee shall be subject to any penalties against **their** application for membership or reinstatement, except as may be provided for in the United Steelworkers Constitution, and in accordance with the By-Laws of Local Union 2009.

3.04 Discharge of Non-members

Any employee who fails to maintain **their** membership in the Union as prescribed herein by reason of refusal to pay dues and assessments shall be subject to discharge after seven (7) days' written notice to the Company of the said employee's refusal to maintain **their** membership.

The **Company** and the Union agree that there shall be no discrimination against any employee for past or present union membership or legitimate union activity.

3.05 Check-off

The Company shall require all new employees at the time of hiring to execute the following assignment of wages in duplicate, the forms to be supplied by the Union, said forms to be forwarded to the Union not later than fifteen (15) calendar days following the date of hiring.

CHECK-OFF AUTHORIZATION FOR UNITED STEELWORKERS

COMPANY _____

Address _____ Date _____

I hereby authorize the company to deduct from my pay each month the amount of union dues and (if owing by me) an initiation fee, as provided in the Constitution of the United Steelworks.

Such deductions shall be transmitted to the International Treasurer of the United Steelworkers, directly or through the local union financial secretary on or before the 15th of each month.

Name _____ Signature _____
(please print)

Address _____ Postal Code _____

Check No. _____ Local Union No. _____ Department _____

Witness _____

(ORIGINAL)

PLEASE USE TYPWRITER OR PRINT PLAINLY

Name _____

Address _____

**UNITED STEELWORKERS
AFL – CIO – CLC**

Local Union No. _____

I hereby request and accept membership in the UNITED STEELWORKERS, and of my free will hereby authorize the United Steelworkers, its agents or representatives, to act for me as a collective bargaining agency in all matters pertaining to rates of pay, wages, hours of employment, or other conditions of employment, and to enter into contracts with my employer covering all such matters, including contracts which may require the continuance of my membership in the United Steelworkers as a condition of my continued employment.

Date _____ Signature _____

Employed by: _____ Department: _____

Address _____ Postal Code _____

Social Insurance No. _____ Initiation Fee \$ _____ Paid

This assignment in the case of employees already members of the Union shall be effective immediately, and for those employees not previously members of the Union, it shall become effective thirty (30) calendar days from the date of execution.

The Company shall remit the dues and initiation fees deducted pursuant to such assignment (until and unless said assignment is revoked by the employee) to the Local Union named therein not less often than once each month, with a written statement (R115) of names of the employees for whom the deductions were made and the amount of each deduction.

ARTICLE 4 – UNION COMMITTEE

4.01 Definition

For the purpose of this Agreement when the term "Union Committee" is used, it shall mean members of which are elected by the employees, or between elections are appointed by the Union.

4.02 Composition

The Union Committee shall consist of no more than three (3) employees who are members of the Union.

4.03 Notification

The Union will, within sixty (60) days from the date of this Agreement, notify the Company in writing of the members of the Union Committee. The Union Committee will inform the Company in writing when any member change takes place on the said Committee. No member of the Union Committee will be recognized by the Company unless the above procedure is carried out.

4.04 Recognition and Rights of Stewards

The Company recognizes the Union's right to elect one Steward and one alternate Steward per fifteen (15) full-time employees or greater portion of for the Facility elected by the employees to represent the employees. The Union agrees to provide the Company with the names of the employees appointed as the Steward and an alternate Steward who will serve in the Steward's absence, one of which will also be deemed the Unit President within the terms of the union constitution.

The Steward shall obtain the permission of **their** manager before leaving **their** work to perform **their** duties as a Steward. The Steward shall be granted reasonable time off. Leave from work for this purpose shall be with pay and shall not be unreasonably withheld. It is recognized by the **Parties** that the regular wages and benefits during times when activities are undertaken by the Unit President on behalf of the union outside of activities directly related to the Company will be paid for by the Union. The Steward shall execute **their** duties as steward as expeditiously as possible and return directly to **their** position once these duties are completed. On resuming **their** normal duties, Stewards shall notify **their** Supervisor. Stewards will make every effort to perform their duties as a Steward outside of working hours.

The duties of a Steward shall include:

- a) investigation of grievances and assisting any employee whom the Steward represents in presenting a grievance in accordance with the grievance procedure.
- b) supervisor of ballot boxes and other related functions during votes; and
- c) Attend meetings at the request of the Company or Joint Consultation Committee.
- d) The Company will provide fifteen (15) minutes paid time in a standard work week for the Unit President Steward to orientate any new employees in that week and provide them with a copy of their collective agreement. Every effort will be made to ensure that such meetings are kept to a reasonable minimum and that new employees are aggregated as far as practicable into a single meeting.

4.05 Exceptions

The provisions of **Article 4.04 (a)(i)(ii)(iii)** will not apply in reference to:

- a) Article **13.02**- Joint Health & Safety Committee, where the members are designated.

ARTICLE 5 – HOURS OF WORK

5.01 Hours of Work

- a) The standard work week for a full-time employee covered by this Agreement is, forty (40) hours per week divided into five (5) consecutive days. The Company shall offer forty (40) hours per week to senior employees on a regular basis. For the purposes of calculating overtime an individual work week will commence on the first day they are regularly scheduled to work in the calendar week, such that weekly overtime starts on the sixth and seventh day of their work week. The **Company** will attempt to avoid having an employee work both Saturday and Sunday shifts consistently.
- b) **A shift is a period during the day when the work is performed. Shifts are the day shift, the afternoon shift and the graveyard shift:**
- i) **the day shift is a day's work beginning and ending between 07:00 hours and 17:00 hours;**
 - ii) **the afternoon shift is a day's work beginning and ending between 13:00 hours and 23:00 hours;**
 - iii) **the graveyard shift is a day's work beginning and ending between 23:00 hours and 07:00 hours.**
- c) **Standard shift start and finish times shall be established as per work schedules pursuant to Schedule "B".**
- d) Where the Company may require an alternate shift(s) which may include hours less or greater than the standard shift(s) all details of the shift(s) must be agreed **to by** the Union prior to any implementation of the new shift(s). This will include vacations, statutory holidays, rest break and any other differences that normally would normally apply during the standard shift(s).
- e) In the event that the **Company** intends to make changes in any hours of work or work days, it shall provide the Union and the individuals affected by the changes, a minimum of **fourteen (14)** calendar days' notice. The notice requirement may be reduced by mutual agreement of the **Parties**, and the Union shall not unreasonably withhold its agreement. The agreed upon schedule of work is detailed out in Schedule "B", which is attached to this agreement.
- f) An employee who reports for work and has not been advised not to do so prior to the start of **their** scheduled shift and no work is available, will be paid a reporting allowance equal to four (4) hours at the employee's standard hourly rate.
- In the event an employee is 'called in' to work on a regularly scheduled day off, **they** shall be entitled to a minimum of four (4) hours pay at the applicable rate.
- g) A work shift is the employee's daily scheduled hours exclusive of unpaid meal breaks.
- h) Hours worked means hours worked and paid for exclusive of unpaid breaks.

5.02 Meal and Coffee Breaks

- a) All employees working shifts of five **(5)** or more -hours are entitled to an unpaid meal break of **thirty** (30) minutes between the **third** (3rd) and fifth (5th) hour of work.
- b) All employees are entitled to paid rest periods in accordance to the following schedule in addition to their meal break:
 - i) four (4) hours one (1) fifteen (15) minute rest period
 - ii) seven (7) hours two (2) fifteen (15) minute rest periods;
- c) Employees are required to remain in the Facility during paid breaks. The **Company** will make every effort to ensure that paid rest periods of fifteen (15) minutes will be uninterrupted.

5.03 Overtime Administration

Overtime shifts shall be offered equally, beginning with the senior Employee, within the classification, and moving down the **Departmental Seniority** list until the shift is filled. For the next overtime shift requiring coverage, the Supervisor will call from the **Departmental Seniority** list immediately after the employee who filled the previous overtime shift. This process will continue until it reverts back to the top of the **Departmental Seniority** list where the Supervisor will repeat the calling order. When overtime work is required and no employee accepts to work such overtime, the junior employee shall be required to work such overtime.

5.04 Authorization of Overtime

An employee who voluntarily works overtime shall be entitled to overtime compensation when the overtime worked is authorized in advance by the **Company**. It is understood that in emergency situations or unforeseen circumstances prior authorization may not be possible.

5.05 Overtime Rates

- a) Hours worked by employee(s) that are required to work past eight **(8)** hours in a day or forty (40) hours per week shall be paid at the rate of 1.5 times their regular rate of pay.

Hours worked in excess of twelve **(12)** hours per day or forty-eight (48) hours per week shall be paid at the rate of two (2) times the standard hourly wage.

- b) An employee will not work more than six (6) consecutive days, whether included in the same week or not, failing which, as of the seventh (7th) day regardless of the amount of hours work in the previous six (6) day period **they** will be paid at the rate two (2) times **their** hourly rate for all hours worked on the seventh (7th) day.
- c) There shall be no pyramiding of overtime pay, sick leave pay and paid holiday pay.
- d) Excluded Personnel

In the event that there are no qualified bargaining unit members available to work necessary overtime hours, the Company has the right to assign the hours to qualified excluded personnel.

- e) All employees working shifts of five or more -hours are entitled to an unpaid meal break of (30) minutes between the (3rd) and fifth (5th) hour of work.

All employees are entitled to paid rest periods in accordance to the following schedule in addition to their meal break:

- i) four (4) hours one (1) fifteen (15) minute rest period
- ii) seven (7) hours two (2) fifteen (15) minute rest periods;

Employees are required to remain in the Facility during paid breaks. The **Company** will make every effort to ensure that paid rest periods of fifteen (15) minutes will be uninterrupted.

5.06 Call Back

An employee who has already left the work site after the end of **their** regular scheduled shift and is called back to work, shall be paid the applicable overtime rate for each hour worked but in any event, **they** shall not be paid less than four (4) hours at **their** hourly rate.

5.07 Call-Out

Employees required by the Company to be available on standby during off duty hours shall be entitled to a standby payment of two dollars (\$2.00) per hour in addition to **Article 5.01 (f)** of the Collective Agreement. If the Company decides that a standby is required, the position shall be offered equally, beginning with the senior Employee within the classification and moving down the **Departmental Seniority** list until the position is filled. For the next required standby, the Supervisor will begin from the **Departmental Seniority** list immediately after the employee who filled the previous standby position. This process will continue until it reverts back to the top of the **Departmental Seniority** list where the Supervisor will repeat the order. If standby is required and no employee accepts to work such standby, the junior employee shall be required to accept the standby.

An employee who reports to work on a call-out shall receive mileage compensation of CRA prescribed rates per kilometer for the distance traveled directly from the employee's residence to the worksite and return. An employee on standby is required to be within one hour of the site to be eligible for the premium.

5.08 Staff Meetings

Time spent attending staff meetings before or after an individual's regular scheduled hours of work where the **Company** has indicated that attendance is mandatory shall be treated as time worked and the appropriate overtime pay will be paid.

The employee shall be paid a minimum of four (4) hours where the employee is required to come back in after **their** regular work day or on a day off.

5.09 Telephone Consultation

Where an employee is consulted by a manager or delegate requesting an immediate response outside their normal hours of work concerning a problem of work, a consultation premium will be paid as follows:

- a) Pay per consultation equivalent to ½ hour or the length of the call, whichever is greater, at overtime rates for calls prior to 23:00, and one hour's pay at overtime rates for calls between 23:00 and 07:00.

5.10 Excluded Personnel

In the event that there are no qualified bargaining unit members available to work necessary overtime hours, the **Company** has the right to assign the hours to qualified excluded personnel.

ARTICLE 6 – STATUTORY HOLIDAYS AND FLOATING HOLIDAY

6.01 The **Company** recognizes the following as 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 proclaimed in British Columbia or by Federal statute.

- 6.02
- a) If a holiday occurs on a non-working day, a regular full-time employee shall be entitled to a paid day off (Lieu Day) on a regular day of work scheduled within the master rotation. Whenever possible, lieu days shall be taken within ninety (90) calendar days of being accrued at the employee's request. Alternatively, the employee may opt to take an extra day's pay in the pay period in which the holiday falls. Such days shall be mutually agreed to by both employee and management. If the lieu day is not taken within the ninety (90) calendar days, the Company will pay the lieu day out.
 - b) Regular part-time employees shall be paid four (4) percent of their bi-weekly earnings on each pay period. Earnings shall mean time worked at straight time and hours worked at overtime rates of pay within the two week pay period.
 - c) Holiday entitlement for casual employees shall be in accordance with the provisions of the Employment Standards Act.

6.03 Holiday Falling on a Scheduled Work Day

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

- a) at the rate of one and one half (1.5x) times the employee's regular wage for the time worked up to twelve (12) hours; and,
- b) double the employee's regular wage for any time worked over twelve (12) hours;
- c) in addition, the **Company** must give the employee a working day off with pay in lieu of the holiday. Lieu days shall be taken within sixty (60) calendar days of being accrued.

6.04 Lieu Days

- a) For the purposes of scheduling, lieu days are considered additional vacation time and are subject to the provisions of Article 7.06, or, at the employee's option, the lieu day may be scheduled at any time by mutual agreement of the employee and the Manager;
- b) Previously approved vacation of other employees shall take precedence over an employee's request to use lieu days.

6.05 Holidays Coinciding with a Day of Vacation

Where an employee is on vacation leave and a paid holiday falls within that period, the paid holiday shall not count as a day of vacation.

6.06 Qualifying Conditions

- a) An employee, to qualify for Statutory Holiday pay, must comply with each one of the following three conditions:
 - i) Have been on the payroll thirty (30) calendar days immediately preceding the holiday. (Only once through their employ with the company)
 - ii) Have worked their last scheduled work day before, and their first scheduled work day after the holiday, unless their absence is due to illness, compensable occupational injury, or is otherwise authorized by the **Company**.
 - iii) Notwithstanding (ii) above, the employee must have worked one (1) day before and one (1) day after the holiday, both of which must fall within a period of ninety (90) calendar days.

6.07 Weekly Work Schedule

Hours paid as Statutory Holiday pay, vacation, or sick days as well as time spent on Union business per Article 21.09 b) shall be included in the weekly work schedule and will be applied in a calculation for overtime purposes.

6.08 Casual and Probationary Employees

It is agreed that casual and probationary employees shall qualify for Statutory Holiday pay as per the Employment Standards Act.

ARTICLE 7 – VACATIONS WITH PAY

7.01 Vacation Entitlement for full-time Employees

- a) During each year of continuous service in the employ of the Company, a regular full-time employee shall earn entitlement to a vacation with pay.
- b) Such earned vacation entitlement can be taken on a “use as accrued” basis.
- c) The rate at which such entitlement is earned shall be governed by the position held by the Employee and the total length of such service as follows:

<u>Years of Service</u>	<u>Vacation Period</u>	<u>Vacation Pay</u>
0-1 year	*See Below	4% of earnings
1-7 years	Fifteen (15) Days	6% of previous year's earnings
8-14 years	Twenty (20) Days	8% of previous year's earnings
Over 15 years	Twenty-five (25) Days	10% of previous year's earnings

*Employees will begin to accrue vacation entitlement from the first day of employment. The amount of leave, which may be taken, builds up monthly in advance at the rate of one-twelfth (1/12) of the annual entitlement each month. During the first and last year with the Company, the vacation entitlement will be pro-rated accordingly. Where this calculation does not result in an exact number of days, the amount of leave, which may be taken, is rounded up to the next half-day.

- d) **Determining Vacation Pay**
Vacation pay shall be paid as a percentage of an employee's gross earnings.

7.02 Vacation Entitlement for Part-Time Employees

When taking Vacation Leave, Part-Time Employees will be entitled to the same continuous time away from work as if they were Full-Time Employees. For example, a Part-Time Employee consistently working 3 days a week and having accrued enough vacation to take one week off would have 3 paid vacation days and two unpaid days, the same as if the employee had worked that week.

7.03 Casual Employees' Vacation

Casual Employees shall be paid vacation pay, as a percentage of their gross earnings, bi-weekly, in addition to their earnings and in accordance with the provisions of the Employment Standards Act.

- 7.04 The purpose of vacation is to allow employees an opportunity to rest and revitalize themselves. Therefore, there shall be no payments made in lieu of vacation, except when an employee ceases employment, or an employee is on an extended unpaid leave of absence and is unable to take earned vacation time within the vacation year.

7.05 Vacation Requests

The deadline for submission of vacation requests for the current calendar year will be submitted in two time periods.

Submission of vacation requests for the January to June of the upcoming calendar year is November 30th of the previous year. The Company shall confirm approvals by December 15th of the previous year.

Submission of vacation requests for the July to December of the current calendar year is May 15th of each year. The Company shall confirm approvals by June 1st of each year.

7.06 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 the November 30th and May 15th dates referenced in Article 7:05 above. The **Company** shall post the vacation schedule by December 15th and June 15th of each year. 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.

7.07 Vacation Pay

Vacation pay shall be paid to all regular full time and regular part time employees in accordance with the regular payroll schedule. All normal deductions made from an employee's pay shall be made from the vacation pay.

Any remaining vacation pay accrued in a calendar year will be scheduled by the Company, subject to operational requirements, or paid out annually by March 1st. A maximum of five (5) vacation days will be allowed to be carried forward into the new year.

Vacation accrued on hours worked outside of normal working hours in a calendar year will be paid out annually by January 31st of the following year.

ARTICLE 8 – SENIORITY

8.01 Seniority Principle for Regular Employees

Company (Service) Seniority

Date of Company Seniority shall be the first day of hire at one of the USW, Local 2009 certified Bouygues Energies and Services Canada Limited work sites.

Company Seniority will be applied for the following. Accrual of Vacation entitlements. Severance or Operational transfers.

Operational Seniority

Date of Operational Seniority shall be the first day of work at the specific operation.

Operational Seniority will be applied for the following:

- a) **lay-off**
- b) **recall**
- c) **job postings, only after Departmental Seniority has been exhausted**

Any permanent relocation from one operation to another within the bargaining unit will result in loss of operational seniority at the previous site but not the loss of Company Seniority.

Departmental Seniority

Date of Departmental Seniority shall be the first day of work within a specific department (ie: Housekeeping, Maintenance, Help Desk, Groundskeeping) at a specific operation.

Departmental Seniority will be applied for the following: scheduling of work, vacation scheduling, overtime, call out and shift preference.

Job Postings and Transfer Rights

Job posting will be posted in accordance with Article 9. At the same time, the Company will post that same job at all other USW, Local 2009 certified Bouygues Energies and Services Canada Limited sites.

First consideration goes to regular employees and then casual employees will be considered based on their Operational Seniority.

The posting will be awarded on the following basis; first in the appropriate Department at the original site (Operation) based on the Departmental Seniority. If the posting is not filled from within the Department, then the posting will be awarded based on Operational Seniority, subject to qualifications, and if the posting is not filled based on Operational Seniority (either by regular or casual employees), then Company Seniority shall be considered.

In the event that more than one person meets the agreed upon job qualifications within their specific seniority groupings and all other specified selection criteria are equal, first overall Operational and then overall Company Seniority shall be the determining factor.

If the successful applicant is not from the original department or operation, the successful individual will retain their Company Seniority. They will be placed on the bottom of their new Departmental and/or Operational Seniority list and relinquish all rights to their Departmental and/or Operational Seniority at their previous site.

Seniority for Casuals

Casual employees shall have a separate seniority list based on Operational Seniority, which shall be applied for shift opportunities and posting opportunities. If a casual employee is successful in obtaining a regular position, they shall be treated as a new

regular employee and shall be placed at the bottom of the regular Departmental and Operational seniority lists.

8.02 Seniority List

- a) It is agreed that upon request of the Union, the Service Seniority list will be supplied by the Company setting out the names of the employees who have completed their probationary period for the purposes of Seniority. However, such request shall not be made or granted more than twice during each calendar year. For greater certainty, probationary employees are not entitled to seniority rights under this Agreement.
- b) The seniority list shall be posted at each worksite in January and July of each year. This listing shall include employees' names, date of hire and position/classification. The seniority list shall be open for correction for a period of thirty (30) calendar days following the postings, after which the seniority list shall be considered accurate. 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.
- c) An employee's Hire Date and **Departmental** Seniority Date may be different where the employee has taken a **Company** approved General Leave.
- d) Operational Seniority lists will be provided as required.

8.03 Reduction & Recall of Forces

Layoff

Where a shortage of work necessitates a reduction of the work force, the **Company** 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.

In the event it becomes necessary to lay-off employees, the Company will lay-off in reverse order of Operational Seniority within the bargaining unit, provided that the remaining employees have the qualifications to perform the remaining job functions.

In the event that an employee is laid off, the employee may either: exercise **their** Operational Seniority rights to displace the junior employee on the shift where the reductions in the workforce are required or accept a layoff until their regular job becomes available. The individual who is laid off will have the right to exercise their Operational Seniority to any shift where their Operational Seniority will allow them to bump. This process will continue until all the necessary reductions have been completed. The employee must have the required qualifications to enable them to exercise their bumping rights or accept a lay-off until **their** regular job becomes available.

Bumping

In order to avoid a layoff, a senior employee at this site may bump a junior employee at this site with the same or lower job classification, provided that the senior employee

meets the criteria contained in this Article with a maximum of one (1) week's paid training or familiarization with the job.

Bumping rights can be exercised into higher job classifications provided the employee holds the required qualifications and previous site experience. The employee exercising the bumping right shall be paid the wage rate applicable to the new classification. An employee exercising a bumping right into a higher job classification shall be subject to a three-month trial period.

Bumping rights must be exercised within seven (7) days of notification of changes or layoffs being made.

8.04 Recall procedure

Employees will be recalled in order of Operational Seniority provided that the employee has the qualifications to perform the required job functions. The Company will contact the employee by telephone and give the employee a verbal Notice of Recall. If the Company attempts but does not contact the employee by telephone then the Company will send a written Notice of Recall to the employee with a copy to the Union by registered mail or by courier to the employee at the employee's last known address.

The employee must reply to the call to work within four (4) calendar days of proof of delivery of call to work as in (a) above and report to work on a specified day. It is the employee's responsibility to keep the Company informed of **their** current telephone number and address during lay-off.

It is agreed that all employees shall, upon returning to employment within the required number of days of being notified by the Company, retain all seniority rights.

8.05 Retention during Lay-Off (The Recall Period)

- a) Service and Operational Seniority during lay-offs shall be retained for eighteen (18) calendar months.
- b) A laid-off employees' seniority retention is reinstated upon properly reporting to work pursuant to a recall notice.

8.06 Loss of Seniority

An employee shall lose **their** seniority as of the end of the shift on the last day worked, and **their** 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 **their** employment or abandons **their** position;
- c) The employee has been laid off for more than eighteen (18) consecutive months (as per 8.05).
- d) the employee, upon recall from layoff, fails to return to work within seven (7) days of recall if unemployed;

- e) the employee, upon recall from layoff, fails to return to work within fourteen (14) days of recall if employed.
- f) The employee has accepted a severance package.

8.07 Rehiring

An employee, who terminates **their** employment with the **Company** after satisfactorily completing **their** probation period and is rehired within one (1) year into the same job classification, shall not be required to re-serve a probation period.

8.08 Transfers

- a) Employees shall not be required to accept a transfer outside the Bargaining Unit.
- b) When a **Company** initiates a transfer within the Bargaining Unit, the employee shall not suffer a reduction in pay nor shall **they** re-serve a probationary period. Where a person does not meet the conditions of a trial period (as per Article 9.03), the employee shall return to **their** former position or an equivalent position, without loss of pay or seniority.
- c) Employees may post (transfer) to a vacant position at another Operational Unit of the Company.

Employees who transfer between Operational Units pursuant to the above paragraph shall maintain their Company's Service Seniority for the purpose of benefits and vacation entitlements.

8.09 Probationary Period

- a) All employees shall be subject to a probationary period and must satisfy one of the following:
 - i) five hundred twenty (520) hours worked
 - ii) six (6) months employment and a minimum of 200 hours worked
- b) The **Company** may, at its sole discretion, dismiss a probationary employee where the probationary employee is found to be unsuitable for continued employment.
- c) A probationary employee shall be interviewed by **their** Manager at or near the middle of the probationary period to discuss the employee's progress to date and to identify any areas in which improvement is needed. The **Company** shall document the discussion with the employee and that documentation shall be available to the Union upon request.
- d) On or before the end of an employee's probationary period, the **Company** shall:
 - i) confirm in writing that the employee has successfully completed the probationary period; or
 - ii) dismiss the employee. A copy of the dismissal letter shall be forwarded immediately to the Union and to the Steward.

- e) The **Company** may, with the prior agreement of the Union, choose to extend the probationary period for up to a further three months; in that event the **Company** shall advise the employee in writing with a copy to the Union.
- f) Upon completion of the probationary period, the employees' seniority shall be back-dated to **their** date of hire.

8.10 Reinstatement

- a) In any case where an employee has been transferred by the Company to an excluded position and at a later date ceases to be an excluded worker, and the Company desires to retain **their** services, it is hereby agreed that reinstatement can be made within the bargaining unit in line with **their** bargaining unit seniority. The following options shall prevail:
 - i) If the excluded worker has the bargaining unit seniority and has not been out of the Union more than twelve (12) months, **they** shall revert back to **their** previously held job, or,
 - ii) If the excluded worker does not have the bargaining unit seniority as outlined in (i) above, **they** may apply **their** seniority to a job commensurate with **their** bargaining unit seniority, competency considered, or,
 - iii) If the excluded worker does not have the bargaining unit seniority to obtain a job, **they** shall be laid off and subject to all the provisions of the Agreement.
- b) Employees who are required for temporary duty in an excluded position for a period of not more (90) ninety work days in each calendar year shall continue to accumulate their seniority. These employees will return to the job they held prior to the temporary assignment.

Should any special circumstances arise which will require an extension of this provision, the same shall be discussed between the Local Union and Management, and if agreement is reached, the period may be extended.

ARTICLE 9 – ASSIGNMENTS AND JOB POSTINGS

- 9.01** The shifts and hours of work shall be offered in order of seniority, within the classification where the work is required to be done.

All job postings will include the following; date of posting, hours of work, days of the week, start and stop time of shifts and job duties.

Definition of shift(s) is all work performed by an employee on behalf of the Company. There shall be placed in a conspicuous place, a work schedule specifying the name and classifications of each employee, days off of each employee and the starting and finishing time of each employee, and the Company shall keep said schedule up to date.

When a position becomes available at a site, the position must be posted within the Unit for a minimum seven (7) days. If a position is required to be filled on a temporary basis and it is known that the position will be vacant of a minimum of **sixty (60)** days, the temporary position will be posted and awarded based on Seniority within the classification where the work is required to be done.

9.02 Delayed Awards

The **Company** may delay the implementation of an awarded posting if the successful applicant cannot leave **their** current position without adversely affecting the operations of the Company. In all cases the delay shall be no longer than twenty-three (23) working days. In such case the **Company** may temporarily fill the vacancy until such time as another employee has been trained to replace the applicant in **their** current position.

9.03 Trial Period

The successful internal applicant to a regular job vacancy shall be placed on a trial period of up to three (3) months during which the employee's performance shall be reviewed regularly and the findings of the reviews shall be shared with the employee without undue delay. In the event that the employee proves unsatisfactory (at the sole discretion of the **Company**) during the trial period, the employee shall be returned to **their** previous position or an equivalent position. The employee will also have the right to declare their new role as unsuitable during the trial period and be returned to **their** previous position or an equivalent position.

In the event the Employee returns to their previous position any employee displaced by this requirement shall return to their previous position in turn. In the event the displaced employee is a new hire it is expressly understood that the Company shall have the right to terminate that employment in accordance with Article 8.10.

9.04 Work schedules covering a two (2) week period shall be posted seven (7) calendar days in advance. Changes to the posted work schedule may only be made for bona fide emergent and/or urgent operational requirements.

9.05 Any requests made for days off or change in shifts, after the schedule is posted may be done by mutual shift exchange, in accordance with Article 9.06). Such requests may only be made for bona fide emergent and/or urgent personal circumstances.

An employee may request an unpaid leave of absence of a day, subject to approval by the Manager or designate.

9.06 Work Scheduling

a) Changes to the Master Roster may take place with reasonable notice, which will usually mean no less than one (1) month, or unless otherwise agreed upon.

b) **Mutual Shift Exchange**

With the prior written approval of the Company, employees may exchange shifts provided that the employee gives the 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 Company.

c) The Master Roster shall be available to the employees upon request. It is understood that the actual schedule may vary from the Master Roster as scheduling requirements necessitate.

9.07 Call-in List

The **Company** shall maintain a Call-in List listing Casual employees, and Regular Part Time employees who have added their names to the Call-in list by providing and maintaining a current schedule of availability in accordance with Articles 9.08 9.09.

9.08 Additional Hours

Regular part-time employees may make themselves available to work additional hours, provided that such hours do not create an overtime entitlement and provided that the employee submits, as per Article 9.09, a schedule of availability for the forthcoming month. The **Company** shall award additional hours in the required job classification to available part-time employees in order of seniority. The balance of additional hours shall be offered to qualified casual employees.

Additional hours shall be remunerated in accordance with the rates of pay contained in Schedule 'A' for the classification in which the hours are to be worked, without regard to the posting held by the Employee who is awarded the hours.

Regular part-time employees, who have not submitted a schedule of availability as per Article 9.09, are not eligible for additional hours.

9.09 Availability

All Casual employees and Regular Part-Time employees, who desire to work additional hours, shall be required to submit, in the form prescribed by the **Company**, a schedule of availability for the forthcoming month. This form is to be submitted no later than fifteen (15) days prior to the commencement of the month. Casual employees must be available ten (10) days per month. Any employee on the Call-in List, who turns down five (5) calls, on days that they have indicated availability on, during a three (3) month period, may at the discretion of the **Company** be removed from the list. Additional Hours shall be governed by this availability schedule. Any person who is removed from the list by the employer has the right to grieve the removal.

ARTICLE 10 – JOINT UNION/MANAGEMENT CONSULTATION

10.01 The Joint Consultation Committee will meet on a regular basis to promote the co-operative resolution of workplace issues, including work load, to respond and adapt to changes in the economy, to foster the development of work-related skills and to promote workplace productivity.

10.02 Joint Consultation Committee problem solving

Should either **Party** have or realize a serious and substantive concern with the terms and conditions of this Agreement during its term, that **Party** shall notify the other in writing of the concern and both **Parties** shall meet to discuss and mutually resolve the concern(s). It is agreed that if the **Parties** are unable to come to a mutual agreement to resolve the concern or issue, then either **Party** have the right to refer the concern or issue to a mutually agreed third party to assist in resolving the concern or issue. Both **Parties** agree that the third party will have the full authority to provide a binding resolution. The Company will pay committee members for the actual time spent in attending meetings.

The Union, may, subsequent to the ratification of this Agreement by the bargaining unit, and on behalf of the bargaining unit, agree to amendments to this Agreement as may be mutually agreed as between the Union and the Company.

ARTICLE 11 – DISCIPLINE, DISCHARGE, SUSPENSION, AND WARNING

11.01 Just Cause for Discipline and Burden of Proof

In all cases of discipline and dismissal, except in the case of probationary and casual employees, the burden of proof of just cause shall rest with the **Company**.

11.02 a) The Company recognizes the distinction between culpability and non-culpability as they relate to an employee's behavior and performance. The Company emphasizes coaching to correct non-culpable behavior and performance. Coaching is an informal process that occurs on a day-to-day basis, which may not be subject to union representation. When an employee's direct supervisor or manager initiates a disciplinary proceeding the Company's designate will meet with the employee and ensure that a union steward is present.

b) Employees shall be informed of the nature of the meeting prior to the meeting taking place. Where the **Company** investigates employee conduct and schedules a meeting to interview the employee, and where the employee conduct could give rise to a suspension or termination of employment, the employee **shall** have in attendance a Union Steward or Representative.

11.03 In the event a Union Steward is the subject of discipline, a Union Representative will be in attendance.

11.04 When the conduct or performance of an employee calls for a written warning to the employee by the **Company**, a copy of the warning shall be forwarded without delay to a Steward and to the Union office. Such warnings shall become a matter of the employee's record. The **Company** agrees to adhere to, and the Union accepts, the principles of Progressive Discipline.

11.05 Written warnings, letters of reprimand, and other notices of discipline, shall remain live on an employee's record for a period of eighteen (18) months from the date the warning was issued. Provided there have been no further infractions during that period, such warning shall be considered expired thereafter.

11.06 Evaluation Reports

a) Where a formal appraisal of any employee's performance is carried out, the employee shall be given sufficient opportunity after the interview to read and review the appraisal. The employee shall sign the appraisal and receive a copy at the time of signing. All final employee appraisals shall form part of the employee's permanent record.

b) If the employee disagrees with **their** Manager's evaluation of **their** performance, **they** may request to have **their** appraisal reviewed by **their** Manager's immediate supervisor (the **Contract** Manager) and state **their** objections. The **Contract** Manager will review the appraisal with the input of the employee and the Manager who conducted the evaluation and make a determination as to whether the appraisal is a fair and accurate evaluation of the employee's performance. The

Contract Manager will approve any changes to the evaluation, as appropriate. It is understood the **Contract** Manager's decision will be final. The employee's comments, including **their** agreement or objection(s) will form part of the final document.

11.07 Personnel File

An employee, or the Union with the written authority of the employee, shall be entitled to review the employee's personnel file at a time which does not conflict with operational duties, in the office in which the file is normally kept. The employee shall give the **Company** a minimum of two (2) days' notice, prior to having access to such file.

11.08 Investigation of Allegations

In the event that an employee is suspended for discovery purposes pending the outcome of an investigation, that employee shall be on a paid leave of absence. It is understood by all **Parties** that such suspension is precautionary and is not regarded as pre-judging the investigation. In all cases the Union Steward shall be advised.

11.09 Disciplinary Suspension

If an employee is suspended temporarily as a sanction under the Disciplinary Procedure then such suspension shall be unpaid.

ARTICLE 12 – ADJUSTMENT OF GRIEVANCES

12.01 The **Company** and the Union recognize that grievances may arise concerning:

- a) differences between the **Parties** respecting the interpretation, application, operation, or any alleged violation of a provision of this Agreement, including a question as to whether or not a matter is subject to arbitration, but excluding the re-negotiation of this Agreement or parts thereof, or
- b) the discipline, suspension, or dismissal of an employee bound by this Agreement.

12.02 Procedure

All grievances except grievances detailed in Section 3 below shall proceed as follows:

Step 1 The employee shall take the difference to the Company manager with or without **their** Steward within seven (7) calendar days from the date the employee knew or reasonably should have known of the incident giving rise to the grievance. Every effort will be made to resolve the difference informally and the **Company** and the Union shall actively encourage all employees to pursue this course before initiating formal procedures.

Step 2 Failing settlement at Step 1, the employee and **their Steward/Representative** shall within fourteen (14) calendar days of the event giving rise to the difference, put the grievance in writing, including Articles allegedly violated and remedies sought, and endeavor to settle the matter with the applicable Company manager or designate. The Company manager shall render a decision **to the Union and the grievor in writing** by no later than seven (7) days from the date of the meeting unless an alternative timescale is agreed between the Manager and the Union.

Step 3 Failing settlement at Step 2, the Union **Representative** shall, within twenty-eight (28) calendar days of the event giving rise to the difference, discuss the

grievance with the Company applicable Regional Manager/Director or the Company designate. The Regional Manager/Director shall render a decision **to the Union and the grievor in writing** by no later than seven (7) days from the date of the meeting, unless an alternative timescale is agreed between the Director and the Union.

Step 4 Failing settlement at Step 3, the grievance shall be referred to an Arbitrator as set out in Section 12.03 below.

12.03 Arbitration

If a satisfactory interpretation of the point in question is not reached either Party may refer to arbitration as hereinafter provided:

Section 1: Grievances

a) In the case of a dispute arising under this Agreement, which the Parties are unable to settle between themselves as set out in Article 12.02, the matter shall be determined by arbitration in the following manner:

Either **Party** may notify the other Party and the Arbitrator in writing of the question or questions to be arbitrated.

After receiving such notice and statement the Arbitrator and the other Party shall, within three (3) days acknowledge receipt of the question or questions to be arbitrated.

b) The decision of the Arbitrator shall be final and binding upon the Parties of the First and Second Parts.

c) The Arbitrators shall be required to hand down **their** decision following completion of the hearing.

d) The Arbitrator will be selected from one of the following mutually agreeable Arbitrators (or any other Arbitrator that the **Parties** may agree on):

- i) Gordon, J.
- ii) Hall, J.
- iii) Johnson, D.
- iv) Foley, B.
- v) Korbin, J.
- vi) Sullivan, C.
- vii) Taylor, C.
- viii) Gregory, J.

Section 2: Cost Sharing

The **Parties** shall jointly bear the cost of the arbitrator.

Section 3: Place of Hearing

Any arbitration to be held hereunder shall be held at the City of Surrey or at such other place as may be decided by the Parties.

ARTICLE 13 – HEALTH & SAFETY (H&S) COMMITTEE

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

13.02 The **Parties** agree to maintain the highest standard of safety, health, sanitation, and working conditions throughout the **Company's** operations. In order to help achieve and maintain this standard, Safety Committees shall be structured and operate in the following manner:

- a) The **Company** and the Union shall, at the Facility, appoint three (3) representatives to the H&S Committee. An alternate shall be chosen to serve in the absence of any of the three regular representatives.
- b) The H&S Committee shall meet at least once per month or as required. Meetings are to be held during regular working hours, and members shall suffer no loss of pay.
- c) The recommendations of the H&S Committee shall be forwarded in writing to the **Company** and Union without delay.
- d) The **Company** shall acknowledge, in writing, receipt of the recommendations of the H&S Committee, a copy of which shall be sent to the Union office within ten (10) working days.
- e) The said Committee shall consist of an equal number of representatives of the Company and the employees. Employee representatives will be elected by a vote supervised by the Union.

13.03 Duties

The general duties of the H&S Committee shall be as directed by the regulations made pursuant to the *Workers Compensation Act*.

13.04 Pay for Meetings

The Company will pay committee members for the actual time spent in attending H&S Committee meetings.

13.05 Investigations

In the case of a serious injury (loss of consciousness, significant blood loss or fracture) fatal accident, the JOHSC Committee in the operation shall, within forty-eight (48) hours, commence an investigation into such fatal accident.

Any time there is a workplace accident resulting in a serious injury or fatality, the Union shall be notified, and the Union shall appoint a representative or representatives to participate in an accident investigation, and the Company shall provide full access to the workplace for that investigation pending approval of the client.

13.06 Cessation of Work

Any one or all employees working in the immediate proximity when a fatal accident has occurred, may, without discrimination, refrain from working the balance of the shift.

13.07 Uniforms

- a) The Company will provide uniforms for all employees it deems to require them at no cost to the employee. Uniforms will remain the property of the Company. Employees will ensure that they wear uniform in the manner prescribed by the Company during on-the-job activity.
- b) Employees will ensure that they deposit their soiled uniform in the bins provided to ensure timely laundering.
- c) Employees must return any uniform in their possession when leaving the Company's employ.
- d) Where the following articles of equipment are required to be used by the **Company** or by the Workers' Compensation Board, the **Company** shall:
 - i) supply new employees with the articles of equipment as required,
 - ii) replace articles of equipment as required when they are presented worn or damaged beyond repair by an employee, at no cost to the employee,
 - 1. Aprons
 - 2. Hard hats
 - 3. Goggles, etc.
 - 4. Gloves (all types used)
 - 5. Dust protection
 - 6. Eye protection
 - 7. Ear protection
 - 8. Back support belts
 - 9. Fall arrest equipment (shared)
 - 10. Hair nets
- e) All employees who are required to wear CSA approved safety footwear will receive two hundred dollars (\$200.00) every two (2) years for Maintenance and ground keepers and one hundred dollars (\$100.00) every two (2) years for Housekeeping.

13.08 Violence at Work

The Company considers work-related violence to be a serious matter and will take all reasonable steps to reduce risks from violence to its employees and to others who may be affected. Violence at work is defined as "any incident in which a person is abused, threatened or assaulted in circumstances relating to their work."

All employees are encouraged to report work-related violence as defined above on the Violent Incident Report Form. All incidents of violence at work will be investigated and the victims will be provided with the appropriate support and counseling if required.

The Company and the Union encourage employees who suffer violence at work to report incidents to the police and the Company will support them (such as time off to attend court) in any subsequent criminal or civil proceedings to ensure that those who commit acts of violence against its employees are prosecuted.

13.09 Training and Equipment

- a) Recognizing the uniqueness of the job being performed within the establishment, the **Company** shall make available a training program for all employees.
- b) All advanced training shall be offered based on **Operational** Seniority and the

potential to meet the training requirements and qualifications.

- c) The Company will provide a fridge, tables, microwave, utensils, kettle, coffeepot, for employees' lunches in their lunchroom. The Employees undertake to treat such facilities with care and respect and to ensure they are kept clean and tidy for reasons of safety and health.
- d) The Company will be responsible to repair, or replace, furniture in lunchrooms in a timely manner.
- e) The Company will provide an annual flu and or other required vaccination for all employees.

13.10 Right to Refuse Unsafe Work

It is recognized that every employee has the right to refuse work if **they have** reasonable cause to believe that to perform the work would create undue hazard to the health or safety of any person. For the purpose of this **Article**, all rules, procedures and outcomes will be as outlined in Section 3.12 of WorkSafe B.C. Occupational Health and Safety Regulation which are as follows:

- a) A person must 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.
- b) A worker who refuses to carry out a work process or operate a tool, appliance or equipment pursuant to **Article 13.10(a)** must immediately report the circumstances of the unsafe condition to **their** supervisor or **Company**.
- c) A supervisor or employer receiving a report made under **Article 13.10(b)** must immediately investigate the matter and,
 - i) ensure that any unsafe condition is remedied without delay, or
 - ii) if in **their** opinion the report is not valid, must so inform the person who made the report.
- d) If the procedure under **Article 13.10(c)** 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,
 - i) a worker member of the joint committee
 - iii) a worker who is selected by a trade union representing the worker, or
 - iii) 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.
- e) If the investigation under **Article 13.10(d)** 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.

13.11 Reassignment of Work

- a) If a worker refuses work under Article 13.10, the Company must not require or permit another worker to do the refused work unless:**
 - i) the matter has been resolved under Article 13.10 (c),(d), or (e), or;**
 - ii) the Company has, in writing, advised the other worker and a person referred to in Article 13.10 (d)(i), (ii), (iii) of all of the following:**
 - 1. the refusal;**
 - 2. the unsafe condition reported under Article 13.10(b);**
 - 3. the reasons why the task would not create an undue hazard to the health and safety of the other worker or any other person;**
 - 4. the right of the other worker under Section 3.12 to refuse unsafe work**

13.12 No Discriminatory Action:

- a) 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.**
- b) Temporary assignment to alternative work at no loss in pay to the worker until the matter in **Article 13.10** is resolved **under Article 13.10 (c), (d) or (e)** is deemed not to constitute discriminatory action.**

ARTICLE 14 – TECHNOLOGICAL CHANGE

14.01 Section 54 of the Code applies to this Agreement. It states:

“54(1) If an employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees to whom a collective agreement applies,

- a) the employer must give notice to the trade union that is party to the collective agreement at least 60 days before the date on which the measure, policy, practice or change is to effected and**
- b) after notice has been given, the employer and trade union must meet, in good faith, and endeavour to develop an adjustment plan, which may include provisions respecting any of the following:**
 - i) consideration of alternatives to the proposed measure, policy, practice or change, including amendment of provisions in the collective agreement;**
 - ii) human resource planning and employee counselling and retraining;**

- iii) notice of termination;
- iv) severance pay;
- v) entitlement to pension and other benefits including early retirement benefits;
- vi) a bipartite process for overseeing the implementation of the adjustment plan.

14.02 If, after a meeting in accordance with subsection (1), the **Parties** have agreed to an adjustment plan, it is enforceable as if it were part of the collective agreement between the employer and the trade union.

ARTICLE 15 – SEVERANCE PAY

15.01 An Employee whose services are terminated due to a merger, consolidation or a permanent suspension of operations will receive at time of reduction severance pay **at the following rates:**

- **after three (3) months of employment and less than twelve (12) consecutive months – one (1) weeks' wages**
- **after twelve (12) consecutive months of employment, to an amount equal to two (2) weeks' wages**
- **after three (3) consecutive years of employment, to an amount equal to three (3) weeks' wages plus one (1) additional week's wages for each additional year of employment to a maximum of fifteen (15) weeks' wages.**

ARTICLE 16 – CONTRACTORS AND SUB-CONTRACTORS

16.01 The Company may sub-contract any work covered by this agreement so long as such contracting out does not directly result in the reduction of hours of any regular full-time employee or potentially erodes the Bargaining Unit.

In the event the employer does contract out any work they will provide the Unit **Chair and Union** President with **five (5)** days prior notice.

ARTICLE 17 – WAGES

17.01 Rates

Classification	Rate of Ending March 31, 2022	Effective April 1, 2022
Housekeeper 1 (HK1)	\$18.39	\$18.39***
Housekeeper 2 (HK2)	\$19.61	\$19.61***
Housekeeping Specialist (HK3)	\$20.50	\$20.50***
Lead Hand	\$22.20	\$22.20***
Help Desk Operator	\$22.91	\$24.66
Help Desk Coordinator	\$28.96	\$30.71
Maintenance Technician 4	\$37.34	\$39.09
Maintenance Technician 5	\$41.00	\$42.75
Maintenance Technician 6	\$43.26	\$45.01

***** NOTE**

All Housekeeping Classifications and the Lead Hand Classification will receive \$0.50 per hour for all hours worked retro active to the date of April 1, 2022. This will be paid as a bonus and not applied to the hourly base rate.

17.02 Shift Premiums

The following premiums are to be paid per hour but are not subject to pension, overtime, vacation or statutory pay:

Graveyard Shift \$1.65/per hour

Afternoon Shift \$0.65/per hour

Weekend Shift \$1.65/hour (any work on Saturday or Sunday)

Graveyard shift based on actual hours worked between the hours of 23:00 – 7:00.

Afternoon shift premium is paid to shifts that start on or after 14:30, Monday to Friday.

Weekend shift based on actual hours worked between midnight Friday night to midnight Sunday night.

Training Premium – When an employee is directed by their Supervisor to provide training to another employee they will be paid an additional \$0.50 per hour. Site familiarization is not considered training.

First Aid Premium \$1.00 per hour worked for designated First Aid. When the employee is not designated for First Aid but is required to respond to a first aid event, then the employee would be paid the premium for the full shift.

17.03 Wages

Basic rates of pay during the term of this Agreement shall be in accordance with Appendix "A", however when an employee is temporarily assigned to work in a higher classification **they** shall be paid the wages for the higher classification.

Should an employee be required to work greater than two (2) hours in a higher classification in any given shift, they shall be paid the wages for the higher classification for the entire shift.

17.04 Both Parties recognize that the nature of the business in which the **Company** is engaged requires a degree of flexibility to meet client and customer needs. All employees may, therefore, be expected to carry out additional duties outside the normal scope of their job classification, but within their capabilities, if so required. Such requirement will be used equitably and be temporary in nature and will not be used as a form of penalty or demotion. There will be no loss of pay for undertaking duties which are usually paid at a lower rate than the Employee's normal job classification.

The Company agrees to notify the Union of any new classifications they add to the Bargaining Unit during the term of this collective agreement. When any new positions are created the **Parties** will meet in an effort to negotiate a rate of pay and conditions for the new position. If the **Parties** are unable to reach agreement the issue will be referred to a mutually agreed third party to reach a binding resolve. Any decision reached by a third party will be based on the prevailing rates and conditions of the industry and will be retroactive to the time the position was first worked.

The general wage increase provided for in Section 17.01 has been incorporated into all rates under this Article.

17.05 Pay Slips

The Company shall remit to the employee an electronic pay slip with all the information to allow **them** to check the computation of **their** wage. The Company will hard copy the information at an employee's request. This will continue until such time that an employee can print out their own copy. This pay slip shall contain the following data, specifically;

- a) The **Company's** name.
- b) The Employee's last and given name.
- c) The Employee's classification or classifications.
- d) The payment date and its corresponding work period.
- e) The number of hours paid at the applicable rate during the hours of the regular work week.
- f) The number of overtime hours paid at the applicable overtime rate.
- g) The nature and amount of premiums, indemnities or allowances issues.
- h) The wage rate.
- i) The amount of gross wages.
- j) The nature and amount of deductions made.
- k) The amount of take-home pay.
- l) Accumulated /used vacation pay.
- m) Dollar value of sick days taken.

ARTICLE 18 – PAY DAYS

18.01 The Company shall provide for pay days every second week and each employee shall be furnished with an itemized statement of earnings and monthly deductions. All pay shall be direct deposit.

ARTICLE 19 – HEALTH AND WELFARE

19.01 Benefits administered as per Sun Life Group Plan 101471.

- a) Regular full-time and regular part-time employees who work a minimum of twenty (20) regularly scheduled hours per week shall be eligible for coverage under the Health and Welfare Plan. An outline of the Plan is provided in Schedule D – Summary of Benefits.
- b) When a casual employee works an average of twenty (20) hours per week for a ninety (90) day period they will be entitled to benefits the same as a Regular Full Time employee is. If they stop working the twenty (20) hours per week, they will be entitled to benefits for an additional three (3) months from the date they discontinued working twenty (20) hours per week.
- c) The **Company** agrees to pay 100% of the benefit premiums, for all eligible employees, of the Health and Welfare Plan. Premiums shall be remitted monthly, in accordance with the timelines stipulated for union dues.
- d) Coverage under the Health & Welfare Plan for employees entitled to coverage shall commence on the first (1st) day of the month following the successful completion of their probationary period or three (3) months, whichever occurs first. At that time the **Company** shall commence coverage and shall continue to remit in accordance with Article 19.01 (b) thereafter.
- e) It is understood and agreed that it is the responsibility of each employee to be familiar with the specific details of coverage and eligibility requirements for all benefit plans, and that neither the Union nor the **Company** has any responsibility for ensuring that all requirements for eligibility or conditions of coverage or entitlement of benefits are met by the employee, beyond the obligations specifically stipulated in this Agreement.
- f) All benefit plan coverage, terms, conditions, and specific eligibility requirements shall be governed by the actual terms or conditions of the Benefit Plan as amended from time to time, however, benefit levels shall not be reduced or negatively adjusted except through negotiations of the Parties.
- g) The **Company's** sole responsibility to any eligible employee regarding the Benefit Plan is the remittance of the premiums required by the insurance company. The insurance company alone shall be responsible for the payment of benefits, determining eligibility, as well as commencement of eligibility of claimants, and determining validity of claims.
- h) It is further understood that the Union has no obligation to provide the insurance coverage or benefits stipulated in this Agreement. Liability for unfunded claims arising as a consequence of any failure by the **Company** to remit the premiums required herein shall rest exclusively with the **Company**.

- i) The **Company** shall pay 100% premium for the Medical Services Plan (MSP) of BC for a regular full-time employee and their dependents, commencing the first (1st) month following the completion of their probationary period or three (3) months, whichever occurs first, unless the employee has MSP coverage through a spouse/partner.
- j) The **Company** shall pay 100% of the premium for the Medical Services Plan of BC (MSP) for a regular part-time employee and their dependents, commencing the first (1st) month following the completion of their probationary period or three (3) months whichever occurs first, unless the employee has MSP coverage through their spouse/ partner.

ARTICLE 20 – SICK LEAVE

- 20.01**
- a) A regular full-time employee and/or a regular part-time employee who has successfully completed **their** probation shall be entitled to accrue paid sick leave credits of Eight (8) days per calendar year, exclusive of paid sick time, Workers Compensation benefits or other wage-loss replacement. A paid sick leave day is the employee's regularly scheduled day.
 - b) Sick leave credits accumulate from month to month on the basis of 0.667 days per month, to a maximum of twenty (20) days. Unused sick leave credits are not paid out at termination of employment.
 - c) In the event an employee quits during the course of the calendar year, their entitlement to sick leave credits shall be pro-rated and the Company entitled to recover any overpayment of sick leave credits.
- 20.02**
- a) Sick leave credits may be used by an employee to be absent from work without loss of pay in the event of illness or disability, medical and dental appointments where that appointment conflicts with the employee's work schedule, except for those still serving their probationary period.
 - b) After an employee has completed the probationary period, the Employee shall be allowed a credit for paid sick leave from the date of employment provided however, that the employee shall not be entitled to apply paid sick leave credits prior to the completion of the probationary period.
 - c) For a part-time employee, the paid sick leave entitlement under Article 20.01 (a) shall be pro-rated in accordance with the employee's regularly scheduled hours of work.
 - d) Where a sick leave is covered by Weekly Indemnity no sick credits shall be used after insurance coverage commences.
- 20.03** An employee reporting absent shall do so to the **Company** as soon as possible before the start of their shift in order that a replacement may be arranged or the duties redistributed. Failing to do so, the Employee shall be considered absent without leave and the **Company** shall make a deduction in pay for the time which expires between the time the Employee should have reported for work and the time at which the Employee reported absent.
- 20.04** Subject to Article 20.01 above, an Employee granted paid sick leave shall be paid for regularly scheduled shifts absent due to illness or disability, medical, dental

appointments, and illness in the immediate family which require the employee's personal attention. The number of hours thus paid shall be deducted from the employee's accumulated paid leave credits up to the total amount of the employee's available credits at the time the leave commenced.

20.05 Proof of Absence

- a) An employee may be required to provide satisfactory proof of the reasons for an absence lasting three (3) or more consecutive work days.
- b) No paid sick leave shall be granted once an employee commences vacation; in this event, the Employee shall be receiving vacation pay.
- c) An employee who has exhausted **their** paid leave credits during the course of an authorized absence and the reason for the absence continues, shall be deemed to be on leave without pay for the duration of the absence. The Employee shall keep the **Company** advised as to when **they** shall be expected back to work and shall provide the **Company** with seven (7) days, or such shorter period of time as agreed between the **Company** and the employee, written notice of readiness to return to work.
- d) Casual employees are not eligible for sick leave credits.
- e) It is recognized that the **Company** has the right to manage absences in the normal course of business.
- f) The Company shall produce a sick day usage and entitlement report, no less than once per quarter per year. A complete copy shall be provided to the Union and the Union committee. The Company shall also make available to each individual a report showing their own Sick day usage and remaining entitlement upon request by the individual.
- g) The Company shall pay costs of any medical note requested by the Company.

ARTICLE 21 – LEAVE OF ABSENCE

21.01 Injury or Illness

The Company will grant leave of absence to employees suffering injury or illness during the term of this Agreement, subject to a doctor's note if requested by the **Company**, at the employee's cost. The employee shall have a reasonable period of time to present such doctor's note (normally three (3) working days). The employee shall report or cause to have reported the injury or illness which requires their absence to the Company as soon as reasonably possible and no later than 30 minutes after their shift was due to start, unless there are compelling reasons for further delay which the **Company** will consider reasonably.

21.02 Unpaid Leave of Absence

The **Company** may grant an unpaid leave of absence. When applying, an employee must specify the desired date of departure and date of return. The **Company** 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 **Company** will retain documented approval of the leave.

21.03 Maternity/ Parenting/ Adoption Leave

Maternity/Parenting/ Adoption Leave shall be granted in accordance with the Employment Standards Act of B.C. The terms of this agreement, including entitlement to benefits, shall continue to apply during the period of the employee's leave.

Upon written request to the **Company**, an employee shall be granted an additional unpaid leave of absence upon expiration of maternity and/or parental leave, subject to four (4) weeks written notice prior to the expiration of maternity/parental leave. In no event shall the total duration of these leaves exceed thirteen (13) weeks.

21.04 Employees may request a General Leave for a period of no more than three (3) months. The granting of such leave shall be at the discretion of the **Company** and shall be unpaid.

21.05 Benefits Continuation during Unpaid Leave

Where a regular full-time or regular part-time employee who is eligible for benefits commences an approved unpaid Leave of Absence or General Leave the **Company** shall continue to pay the cost of the Health and Welfare Benefit Plan for the balance of the month in which the employee commences **their** leave.

21.06 Accrual of Seniority

Seniority shall be accrued during hours worked, paid leave, vacation and all approved leave

21.07 Court Appearance or Jury Duty

Where an employee is required to attend for Jury Selection, Jury Duty, or as a witness in a court proceeding in which the Crown is a **Party**, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Facility, the employee shall be granted unpaid leave, provided that the employee:

- a) notifies the Manager or designate immediately on the employee's notification that **they** shall be required to attend at court; and
- b) presents proof of service requiring the employee's attendance.

21.08 Bereavement Leave

- a) When death occurs to a member of a regular and not casual employee's immediate family, the employee will be granted an appropriate leave of absence for which **they** shall be compensated at their regular straight-time hourly rate of pay for their regular work schedule for a maximum of three (3) days.
- b) Members of the employee's immediate family are defined as the employee's spouse or same-sex partner, mother, father, brothers, sisters, brothers-in-law, sisters-in-laws, sons, daughters, mother-in-law, father-in-law, sons-in-law, daughters-in-law, stepchildren, step-parents, grandparents, grandparents-in-law

and grandchildren or any relative that is living in the same residence as the employee.

- c) Compensable hours under the terms of this Section will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays, but will not be counted as hours worked for the purpose of computing overtime.

21.09 Union Business

- a) The Company will grant unpaid leave of absence to employees who are appointed or elected to Union office. The employee who obtains this leave of absence shall return to their Company within thirty (30) calendar days after completion of their term of employment with the Union.
- b) The Company will grant unpaid leave of absence to employees who are elected as representatives to attend Union meetings and Union conventions or as members of any Negotiating Committee of United Steelworkers in order that they may carry out their duties on behalf of the Union, subject to operational availability which will not be unreasonably refused.
- c) In order for the **Company** to replace the employee with a competent substitute, it is agreed that before the employee receives this leave of absence, the **Company** will be given due notice in writing; in the case of (a), twenty (20) calendar days; and in the case of (b), five (5) calendar days.

21.10 Canadian Citizenship Day

- a) The Company will support employees who are obtaining their Canadian Citizenship. For regular and Part time employees who are not yet a Canadian Citizen and become one while employed, the Company will grant employees four consecutive hours off work with pay provided the ceremony does not take place on a statutory holiday, in which case there will be no additional pay.

An employee using a Canadian Citizenship Day must provide to their Supervisor a copy of their citizenship certificate in order to ensure the Company's records are updated.

21.11 Federal and Provincial Voting Day leave

Under the Federal, Provincial **or Municipal** Elections Act, employees are entitled to have up to four (4) consecutive hours off while voting stations are open **in which to cast their ballot**. Employees **will advise** their Manager at least one (1) week prior to Election Day.

21.12 Family Responsibility Leave

Employees may take up to five (5) days unpaid leave in each employment year to tend to the care, health or education of a child or care or health of another immediate family member (as defined in Article 21.08). Such leave may not be carried over to the next year.

21.13 Domestic Violence Leave

Please refer to Section 52.5 of the Employment Standards Act

https://www.bclaws.ca/civix/document/id/complete/statreg/96113_01#section52.5

21.14 Compassionate Care Leave

Please refer to Section 52.1 of the Employment Standards Act

https://www.bclaws.ca/civix/document/id/complete/statreg/96113_01#section52.1

ARTICLE 22 – REGISTERED RETIREMENT SAVINGS PLAN

22.01 Under the Plan the Company will match the employee's contributions to a maximum of five (5) percent of their basic salary after six months' continuous service. The Company shall inform and provide the necessary documents to all employees after completing probation.

Such contributions will be paid from the first (1st) pay period following receipt of the employee's signed authorization to commence deductions received after the completion of the required six months' continuous service.

ARTICLE 23 – EDUCATION FUND

23.01 The Company agrees to contribute to the Local Union Education Fund based on the following parameters:

1. The Company will contribute to the Fund and will continue such contributions throughout the period of the Collective Agreement. The contributions will be five (5) cents per hour per employee per hour worked for the term of the Collective Agreement.
2. The Funds will be paid to the Local Union Office and directed to the Education Fund.

ARTICLE 24 – GENERAL PROVISIONS

24.01 BC Transit Pass Subsidy Program

The Company agrees to participate in the Annual Translink pass program, when it is eligible, whereby eligible employees only can apply to receive a discounted fare pass. The terms and conditions of the pass program are set by Translink, not the company. Employees that enroll on the program can only apply for one year, and will not be allowed to withdraw from the plan unless their employment with the Company is terminated, or they take a maternity or long-term disability leave.

24.02 Harassment

- a) The Parties to this collective agreement are committed to the belief that all employees have a right to work in an environment that is free from any form of harassment. According to the Human Rights Act of British Columbia, every employee has the right to freedom from harassment by a supervisor or other employee because of gender, race, ancestry, place of origin, color, ethnic origin, citizenship, creed, age, record of offences, marital status, family status, sexual orientation or disability.

- b) Harassment for the purpose of this policy is defined as comment or conduct that is known to be unwelcome. It interferes with an individual's work or creates an intimidating or unpleasant work environment.
 - i) Sexual Harassment: includes unwelcome sexual advances, requests for sexual favors, comments of a sexual nature made either directly to the employee or made to others in reference to the employee or other unwelcome sexual conduct.
 - ii) Personal Harassment: includes derogatory comments, taunts, threats, jokes or jeers about race, color, national ethnic origin, religion, age, disability, citizenship, record of offences, marital or family status, gender or sexual orientation.
 - iii) Protection against harassment extends to incidents occurring at or away from the workplace, during or outside working hours, and includes incidents related to client, resident, patient or visitor contact, provided the acts are committed within the course or arising out of the employment relationship.
 - iv) Harassment does not include actions occasioned through exercising in good faith the **Company's** managerial/supervisory rights and responsibilities.
- c) There is an initial responsibility on the part of the person who is allegedly being harassed to attempt to control the situation before proceeding further. Therefore, it should be indicated to the harasser in a clear, direct and firm way that the comments or actions concerned are considered offensive.
- d) If the activity or behavior does not stop after the person has been approached, or the complainant does not feel comfortable speaking with the person directly, the complainant should raise the issue with the General Manager or the Operations Manager.
- e) The complainant should keep a detailed written record of the event(s) including the name, place, date, time, witnesses (if any) and details of the offensive behavior.
- f) Management will take the following steps to resolve the complaint (the exact sequence of interviews to be determined by the Company as reasonable in the circumstances).
 - i) Appoint a Manager to investigate the complaint.
 - ii) Assure the complainant that an objective examination of the complaint shall take place immediately.
 - iii) Advise the person alleged to be responsible that a complaint has been lodged.
 - iv) Interview the complainant and the person(s) alleged to be responsible (the respondent) as soon as possible. The Company may decide to exercise a precautionary suspension on full pay pending completion of the investigation and, if appropriate, any disciplinary measures which follow.
 - v) Interview any witnesses.

- vi) Document the situation clearly and completely.
- vii) Require its Manager to render a decision as soon as possible and advise the **Parties** of the action to be taken, if any. If it is determined that a form of harassment has occurred, disciplinary measures, as appropriate, will be taken following consultation with the General Manager or Operations Manager. Such measures may include: counseling, oral reprimand, written reprimand, transfer, suspension without pay for a period of time, demotion, or termination.
- viii) Ensure that all information concerning the case be kept confidential.
- ix) Retain a record of a complaint in the complainant's file if it is determined that the complaint was frivolous or vexatious. Records relating to frivolous or vexatious complaints shall be removed from the respondent's file and any reference identifying the respondent from the complainant's file shall also be removed. If a complaint is determined to be made in bad faith then disciplinary measures as appropriate will be taken. Such measures may include: counseling, oral reprimand, written reprimand, transfer, suspension without pay for a period of time, demotion, or termination.
- g) Where either the complainant or the respondent, in conjunction with the Union, is not satisfied with the Manager's decision, the Union will put an appeal, within ten (10) days, to a Director of the Company. The Director will consider that appeal and render a final Company decision within thirty (30) days of the appeal having been lodged.
- h) Where either the complainant or the respondent, in conjunction with the Union, is not satisfied with the Company's final decision, the Union will within thirty (30) days put the complaint before a mutually agreed upon, independent adjudicator who specializes in cases of personal harassment or sexual harassment. The Union will provide a written copy to the Company setting out the grounds of the complaint at the time of its submission to the independent adjudicator.

The adjudicator shall work with the **Parties** to achieve a mutually acceptable resolution and if this is not achieved, the adjudicator shall have the right to:

- (1) dismiss the complaint; or
- (2) determine the appropriate level of discipline to be applied to the harasser;
- (3) make further recommendations as are necessary to provide a final and conclusive settlement of the complaint.

All fees and expenses of the adjudicator shall be shared equally between the Company and the Union.

- i) The Company will ensure all employees, including management and office staff, attend an appropriate course on bullying and harassment. The Company will pay the costs for all persons attending this course.

24.03 Respectful Work Environment

- a) The **Parties** agree that the work environment should be one where mutual respect and dignity of all employees is observed.

- b) The **Parties** further agree that all employees and officers of the Union including bargaining unit, Union and management representatives should act in a professional and civil manner, irrespective of any personal differences which may exist (e.g. personality conflicts, differences of opinion).
- c) Where an individual has a legitimate cause for concern in relation to the above, **they** may file a formal complaint with either a designated member of the Union or management. Within three (3) days of receipt of the complaint, the receiving **Party** shall advise the other **Party** in writing of said complaint.
- d) Thereafter, the **Parties** shall jointly investigate the complaint and prepare a joint report outlining their respective or joint findings, as the case may be, and this, within thirty (30) days of the filing of the complaint.
- e) Without limiting the **Company's** management rights pursuant to the collective agreement, the Union may make recommendations to the **Company** with respect to the disposition of the complaint.

ARTICLE 25 – MISCELLANEOUS

25.01 Conflict with Company Policies

The **Company** may publish Human Resource Policies and Procedures that do not conflict with this Agreement or with applicable legislation. Copies of all policies will be provided to the Union prior to being given to employees.

25.02 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.

25.03 The Parties agree that:

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

of the Employment Standards Act form part of this Collective Agreement, except those provisions specifically modified by this Agreement.

25.04 Definitions

Whenever the term “day” is used throughout this Agreement, it shall mean calendar day unless specifically noted differently, since the **Company** operates on a twenty-four (24) hour per day, seven (7) day per week basis.

Whenever the term “week” is used throughout this Agreement, it shall mean "Monday to Sunday" unless specifically noted differently, since the **Company** operates on a twenty-four (24) hour per day, seven (7) day per week basis.

Whenever the term “month” is used throughout this Agreement, it shall mean calendar month unless specifically noted differently.

A **regular full-time employee** is a permanent employee who has successfully completed their probationary period and works forty (40) hours per week, on a regularly scheduled basis.

A **regular part-time employee** is a permanent employee who has successfully completed their probationary period and works less than forty (40) regularly scheduled hours per week.

Casual employees are those who are employed in work that is not of a continuous nature. **Casual employees may be employed to** cover for vacations, illness or injury, or a temporary position which is created by a special project or contract.

CPI is the British Columbia All Items Index. January over January of the relevant year.

Office personnel are office employees who do not handle confidential **Company** proprietary information and who do not have managerial status.

Union Representative is the Union Representative employed by the union office.

Union Steward is an employee of the **Company** who has been elected and appointed to represent **their** co-workers.

Company Representative is the General Manager of the work site.

25.05 The Union recognizes and understands that the **Company** is required to deliver, through its employees, uninterrupted services to its client's staff, visitors and patients. In the case of a legal picket by another union at the Facility, the Union will immediately make every effort to obtain clearance from the relevant union(s).

25.06 Force Majeure/Act of God

It is understood that events which result from an Act of God, breakdown of operations, strike or labour dispute or for any reason beyond the control of the **Company**, the provision of proper notice, scheduling or other similarly impacted items in this Agreement will not be complied with.

25.07 Specifically, it is agreed by the **Parties** that, in the event of a 'Code Orange' event (i.e. an emergency caused by a sustained catastrophe as declared by **Fraser Health Authority**), the provisions within this agreement for proper notice (Article 5.01 b)), work carried out by non-bargaining unit personnel (Article 1.01), the use of sub-contractors (Article 16.01), or cessation of work, shall not apply until such time as the emergency is declared lifted by the authorities.

ARTICLE 26 – STRIKES AND LOCKOUTS

26.01 a) There shall be no strikes or lockouts by the Parties to this Agreement with respect to any matter arising out of the Agreement for which arbitration is provided under the terms of the Agreement.

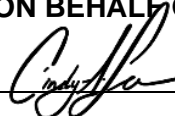
- b) The Parties to this Agreement expressly agree that there will be no activity within the meaning of (a) above threatened, declared, authorized, counseled, aided or brought about on its part.
- c) In the event of a strike during the term of this Agreement the Union will instruct its members and Officers who may be involved to cease such activity and comply with the terms of this Agreement.

ARTICLE 27 – DURATION OF AGREEMENT

- 27.01**
- a) The Parties hereto mutually agree that this Agreement shall be effective from and after the 1st day of **April, 2022, to midnight the 31st day of March, 2023.**
 - b) **This Agreement shall remain in effect until a renewal is negotiated, or a strike or lockout is commenced.**
 - c) **Notice to commence bargaining for a renewal of this Agreement shall be deemed to be given on December 1, 2022 and the Parties agree to make every effort to conclude negotiations prior to the expiry date of the collective agreement.**
 - d) The Parties hereto agree that the operation of Sections 50(2) and 50(3) of the *Labour Relations Code* of British Columbia, R.S.B.C. 1996, c. 244, is excluded from the Master Agreement.

DATED THIS 14 DAY OF July, 2023.

**UNITED STEELWORKERS
(ON BEHALF OF LOCAL 2009)**



“Signature on File”

**BOUYGUES ENERGIES AND
SERVICES CANADA LIMITED**



SCHEDULE "A"

WAGE RATES

CLASSIFICATIONS AND RATES OF PAY

Classification	Rate of Ending March 31, 2022	Effective April 1, 2022
Housekeeper 1 (HK1)	\$18.39	\$18.39***
Housekeeper 2 (HK2)	\$19.61	\$19.61***
Housekeeping Specialist (HK3)	\$20.50	\$20.50***
Lead Hand	\$22.20	\$22.20***
Help Desk Operator	\$22.91	\$24.66
Help Desk Coordinator	\$28.96	\$30.71
Maintenance Technician 4	\$37.34	\$39.09
Maintenance Technician 5	\$41.00	\$42.75
Maintenance Technician 6	\$43.26	\$45.01

***** NOTE**

All Housekeeping Classifications and the Lead Hand Classification will receive \$0.50 per hour for all hours worked retro active to the date of April 1, 2022. This will be paid as a bonus and not applied to the hourly base rate.

2. Apprentices will be paid in accordance with the current apprenticeship legislation.
3. British Columbia All Items (2002 = 100) index January over January of the relevant year.
4. **Effective March 31, 2023, the Help Desk Classification and Help Desk Coordinator will be removed from the Schedule A.**

SCHEDULE "B"

WORK SCHEDULES

MAINTENANCE

05:30 – 13:30

07:00 – 15:00

08:00 – 16:00

13:30 – 21:30

16:00 – 24:00

HOUSEKEEPING

07:00 – 15:00

08:00 – 16:00

08:00 – 16:30

09:00 – 17:00

09:00 – 17:30

10:00 – 18:30

11:00 – 19:30

15:00 – 23:30

17:00 – 01:30

HELP DESK

07:00 – 15:00

12:00 – 20:00

SCHEDULE "C"

JOB DESCRIPTIONS

JOB DESCRIPTION	
Last Updated on February 25, 2013	
Job Title	Housekeeper I
Project / Contract	JPOCSC
Department / Service	FM Operations
Reporting To (Job Title)	Housekeeping Manager / Housekeeping Supervisor
Main Purpose of Job	Perform a variety of housekeeping tasks within a healthcare facility in accordance with company policies and operational requirements of the Project Agreement.
Main Duties & Responsibilities	
1	Clean for bacterial control and maintain floors and stairways by methods such as dust/wet mopping and auto-scrubbing with the appropriate equipment.
2	Clean carpets and rugs for bacterial control by methods such as vacuuming, shampooing, brushing as required with the appropriate equipment.
3	Clean washrooms by washing and disinfecting all washroom floors, toilets, sinks, counters and mirrors, polishing metal and porcelain fixtures and replenishing toilet tissue, sanitary liners and soap as required.
4	Clean and disinfect all horizontal surfaces such as furniture, workstations, woodwork, blinds, fixtures and fittings by dusting, damp wiping and polishing as required.
5	High dust and low dust as required to meet Cleaning Outcome Standards.
6	Perform end-of-day clean in patient care area according to infection control standards.
7	Clean patient care areas in between patients according to infection control standards and isolation protocol.
8	Empty all waste baskets and recycling bins cleaning and relining baskets, removing garbage from building and compacting as required.
9	Wash and dust areas, such as walls, windows, ceilings, air vents and ducts.
10	Clean blood and body fluid hazardous spills disposing of biohazard and chemical waste in the prescribed method.
11	Clean walls, windows, doors, hardware and glass.
12	Perform discharge duties to infection control standards by disinfecting rooms, disinfecting stretchers/exam tables, changing linen and transporting to assigned area; cleaning and tidying cupboards, basins and tables.
13	Conduct Project Cleaning as required by management including external horizontal and vertical surfaces areas such as windows using a tucker pole and power washing.
14	Lock doors following facility security procedures.
15	Transport heavy furniture and/or equipment manually and/or using aides such as dollies and carts.

16	Report damaged or inoperable fixtures and furniture to the Help Desk in a timely manner.
17	Maintain housekeeping-related equipment by cleaning, lubricating and replacing items such as filter bags and belts.
18	Prior to usage, ensure that all housekeeping equipment (i.e., auto-scrubbers) is cleaned, safe and well maintained.
19	Maintain storage areas and cleaning equipment, carts, materials and supplies in a safe and orderly manner in order to ensure the safety of staff and the public.
20	Work within team cleaning concept or within individually assigned area as required.
21	Interact effectively and professionally with facility staff, patients and/or visitors.
22	Comply with the Company's Policies, Management Plans and Procedures.
23	Fulfill Health & Safety responsibilities by adherence to the requirements of the Company's Health & Safety Policy and Health & Safety Management Plans.
24	Support the Company's Quality Policy Statement and actively participate in the achievement of Company and personal Quality objectives
25	Undertake such other duties appropriate to the level and character of work as may reasonably be required within the Department / Service. Significant permanent changes in duties will require agreed revisions to be made to this Job Description.

This job description was agreed on(date)

Signed
POST HOLDER

Signed
LINE MANAGER

PERSON SPECIFICATION	
Last Updated on February 25, 2013	
Job Title	Housekeeper I
Project / Contract	JPOCSC
Department / Service	FM – Operations
Reporting To (Job Title)	Housekeeping Manager / Supervisor
Main Purpose of Job	Perform a variety of housekeeping tasks within an healthcare facility in accordance with company policies and operational requirements of the Project Agreement.
Main attributes required	
Essential	
1	Knowledge of standard cleaning procedures, chemicals, products and equipment.
2	Ability to communicate effectively in English both verbally and in writing to complete work orders and timesheets and to perform the job safely.
3	Knowledge and training in Workplace Hazardous Materials Information System.
4	Satisfactory Vulnerable Sector Criminal Record Check.
5	Grade 10 or an equivalent combination of education, training and experience.

JOB DESCRIPTION	
Last Updated on February 25, 2013	
Job Title	Housekeeper II
Project / Contract	JPOCSC
Department / Service	FM Operations
Reporting To (Job Title)	Housekeeping Manager / Housekeeping Supervisor
Main Purpose of Job	Perform a variety of reactive and routine housekeeping tasks within an healthcare facility in accordance with company policies and operational requirements of the Project Agreement.
Main Duties & Responsibilities	
1	Clean for bacterial control and maintain floors and stairways by methods such as dust/wet mopping, scrubbing, stripping, sealing, waxing, buffing and polishing with the appropriate equipment.
2	Clean carpets and rugs for bacterial control by methods such as vacuuming, shampooing, brushing as required with the appropriate equipment.
3	Clean washrooms by washing and disinfecting all washroom floors, toilets, sinks, counters and mirrors, polishing metal and porcelain fixtures and replenishing toilet tissue, sanitary liners and soap as required.
4	Clean and disinfect all horizontal surfaces such as furniture, workstations, counters, woodwork, blinds, fixtures and fittings by dusting, damp wiping and polishing as required.
5	High dust and low dust as required to meet Cleaning Outcome Standards.
6	Perform end-of-day clean in patient care area according to infection control standards.
7	Clean patient care areas in between patients according to infection control standards and isolation protocol.
8	Empty all waste baskets and recycling bins cleaning and relining baskets, removing garbage from building and compacting as required.
9	Wash and dust areas such as walls, windows, ceilings, air vents and ducts.
10	Clean blood and body fluid hazardous spills disposing of biohazard and chemical waste in the prescribed method.
11	Clean walls, windows, doors, hardware and glass.
12	Perform discharge duties to infection control standards by disinfecting rooms, disinfecting stretchers/exam tables, changing linen and transporting to assigned area; cleaning and tidying cupboards, basins and tables.
13	Conduct Project Cleaning as required by Management including external horizontal and vertical surfaces areas such as windows using a tucker pole and power washing.
14	Lock doors following facility security procedures.
15	Clean patient care areas in between patients according to infection control standards.
16	Conduct terminal cleans in patient care area according to infection control standards.

17	Perform end-of-day clean in facility area according to infection control standards and Cleaning Outcome standards.
18	Perform isolation cleaning according to isolation and infection control protocol.
19	Perform reactive cleaning tasks effectively managing time by prioritizing work orders according to Project Agreement performance requirements.
20	Transport heavy furniture and/or equipment manually and/or using aides such as dollies and carts.
21	Report damaged or inoperable fixtures and furniture to the Help Desk in a timely manner.
22	Maintain housekeeping-related equipment by cleaning, lubricating and replacing items such as filter bags and belts.
23	Prior to usage, ensure that all housekeeping equipment (burnishers, swing machines, polishers) is cleaned, safe and well maintained.
24	Maintain storage areas and cleaning equipment, carts, materials and supplies in a safe and orderly manner in order to ensure the safety of staff and the public.
25	Work within team cleaning concept or within individually assigned area as required.
26	Interact effectively and professionally with facility staff, patients and/or visitors.
27	Work autonomously, manage priorities and solve problems independently.
28	Comply with the Company's Policies, Management Plans and Procedures.
29	Fulfill Health & Safety responsibilities by adherence to the requirements of the Company's Health & Safety Policy and Health & Safety Management Plans.
30	Support the Company's Quality Policy Statement and actively participate in the achievement of Company and personal Quality objectives
31	Undertake such other duties appropriate to the level and character of work as may reasonably be required within the Department / Service. Significant permanent changes in duties will require agreed revisions to be made to this Job Description.

This job description was agreed on(date)

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LINE MANAGER

PERSON SPECIFICATION	
Last Updated on February 25, 2013	
Job Title	Housekeeper II
Project / Contract	JPOCSC
Department / Service	FM – Operations
Reporting To (Job Title)	Housekeeping Manager / Supervisor
Main Purpose of Job	Perform a variety of reactive and routine housekeeping tasks within an healthcare facility in accordance with company policies and operational requirements of the Project Agreement.
Main attributes required	
Essential	
1	Knowledge of standard cleaning procedures, chemicals, products and equipment.
2	Ability to operate auto scrubbers, burnishers and carpet cleaning equipment for extended periods of time and meeting Project Agreement standards.
3	Ability to communicate effectively in English both verbally and in writing to complete work orders and/or timesheets and perform the job safely.
4	Knowledge and training in Workplace Hazardous Materials Information System.
5	Satisfactory Vulnerable Sector Criminal Record Check.
6	Grade 10 or an equivalent combination of education, training and experience.
7	Building Service Workers Certificate from reputable school.
8	Transportation of Dangerous Goods certificate.
9	Green Cleaning certification.
10	Knowledge of infection control practices.

JOB DESCRIPTION	
Last Updated on February 25, 2013	
Job Title	Housekeeping Specialist
Project / Contract	JPOCSC
Department / Service	FM Operations
Reporting To (Job Title)	Housekeeping Manager / Housekeeping Supervisor
Main Purpose of Job	Perform reactive housekeeping tasks in clinical environments such as operating rooms within an healthcare facility in accordance with company policies and operational requirements of the Project Agreement.
Main Duties & Responsibilities	
1	Clean for bacterial control and maintain floors and stairways by methods such as dust and wet mopping, scrubbing, stripping, sealing, waxing, buffing and polishing with the appropriate equipment.
2	Clean carpets and rugs for bacterial control by methods such as vacuuming, shampooing, brushing as required with the appropriate equipment.
3	Clean washrooms by washing and disinfecting all washroom floors, toilets, sinks, counters and mirrors, polishing metal and porcelain fixtures and replenishing toilet tissue, sanitary liners and soap as required.
4	Clean and disinfect all horizontal surfaces such as furniture, workstations, counters, woodwork, blinds, fixtures and fitting by dusting, damp wiping and polishing as required.
5	High dust and low dust as required to meet Cleaning Outcome Standards.
6	Perform end-of-day clean in patient care area according to infection control standards
7	Clean patient care areas in between patients according to infection control standards and isolation protocol.
8	Empty all waste baskets and recycling bins cleaning and relining baskets, removing garbage from building and compacting as required.
9	Wash and dust areas such as walls, windows, ceilings, air vents and ducts.
10	Clean blood and body fluid hazardous spills disposing of biohazard and chemical waste in the prescribed method.
11	Clean walls, windows, doors, hardware and glass.
12	Perform discharge duties to infection control standards by disinfecting rooms, disinfecting stretchers/exam tables, changing linen and transporting to assigned area; cleaning and tidying cupboards, basins and tables.
13	Conduct Project Cleaning as required by management including external horizontal and vertical surfaces areas such as windows using a tucker pole and power washing.
14	Perform reactive cleaning tasks effectively managing time by prioritizing work orders according to Project Agreement performance requirements.
15	Clean patient care areas in between patients according to infection control standards.
16	Conduct terminal clean in patient care area according to infection control standards.

17	Perform end-of-day clean in facility area according to infection control standards and Cleaning Outcome standards.
18	Perform isolation cleaning according to isolation and infection control protocol.
19	Perform changeover clean of the operating theatres to AORN, ORNAC, and Cleaning Outcome standards.
20	Perform response, rectification and changeover clean of the operating theatres within timelines outlined in Project Agreement.
21	Conduct terminal clean of operating theatres at the end-of-day by disinfecting floors, walls and ceilings in accordance with all infection control, Cleaning Outcome Standards, and procedural requirements.
22	Ensure operating theatre area is maintained to Project Agreement cleaning standard level.
23	Support and guide housekeeper of lower classifications when delivering their tasks.
24	Provide feedback/recommendations regarding issues and concerns in High Risk Areas.
25	Lock doors following facility security procedures.
26	Transport furniture and/or equipment manually and/or using aides such as dollies and carts.
27	Report damaged or inoperable fixtures and furniture to the help desk in a timely manner.
28	Maintain housekeeping-related equipment by cleaning, lubricating and replacing items such as filter bags and belts.
29	Prior to usage, ensure that all housekeeping equipment (burnishers, swing machines, polishers) is cleaned, safe and well maintained.
30	Maintain storage areas and cleaning equipment, carts, materials and supplies in a safe and orderly manner in order to ensure the safety of staff and the public.
31	Work within team cleaning concept or within individually assigned area as required.
32	Interact effectively and professionally with facility staff, patients and/or visitors.
33	Work autonomously, manage priorities and solve problems independently.
34	Comply with the Company's Policies, Management Plans and Procedures.
35	Fulfill Health & Safety responsibilities by adherence to the requirements of the Company's Health & Safety Policy and Health & Safety Management Plans.
36	Support the Company's Quality Policy Statement and actively participate in the achievement of Company and personal Quality objectives
37	Undertake such other duties appropriate to the level and character of work as may reasonably be required within the Department / Service. Significant permanent changes in duties will require agreed revisions to be made to this Job Description.

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LINE MANAGER

PERSON SPECIFICATION	
Last Updated on February 25, 2013	
Job Title	Housekeeping Specialist
Project / Contract	JPOCSC
Department / Service	FM – Operations
Reporting To (Job Title)	Housekeeping Manager / Supervisor
Main Purpose of Job	Perform reactive housekeeping tasks in clinical environments such as operating rooms within an healthcare facility in accordance with company policies and operational requirements of the Project Agreement.
Main attributes required	
Essential	
1	effectively and efficiently perform housekeeping tasks in operating rooms and other clinical areas within tight timelines to meet Project Agreement requirements.
2	Ability to operate auto scrubbers, burnishers and carpet cleaning equipment for extended periods of time and meeting Project Agreement standards.
3	in English both verbally and in writing to complete work orders and/or timesheets and perform the job safely.
4	Knowledge and training in Workplace Hazardous Materials Information System.
5	Satisfactory Vulnerable Sector Criminal Record Check.
6	Grade 10 or an equivalent combination of education, training and experience.
7	Building Service Workers certificate from reputable school and be able to demonstrate confidence in work being conducted
8	Transportation of Dangerous Goods certificate.
9	Green Cleaning certification.
10	Ability to use Responder 5 for Operating Room theatres.
11	Knowledge of Operating Room changeover, terminal cleaning, and/or table set-up for subsequent surgical procedures.
12	Knowledge of infection control practices in high risk functional areas.

JOB DESCRIPTION	
Last Updated on February 25, 2013	
Job Title	Housekeeping Lead Hand
Project / Contract	Jim Pattison Outpatient Care and Surgery Centre
Department / Service	ETDE FM Canada
Reporting To (Job Title)	Housekeeping Manager
Main Purpose of Job	Guide the housekeeping functions within the facility in accordance with company policies and operational requirements of the Project Agreement.
Main Duties & Responsibilities	
1	Assist Client, visitors or other staff as required.
2	Take urgent or emergency calls from the client or general public when Help Desk personnel is not available.
3	Understand the Client's facility management requirements ensuring compliance of contractual obligations as related to Help Desk duties.
4	Ensure safe work practices/procedures/methods are followed by the housekeeping staff.
5	Ensure that concerns raised by the Client are dealt with quickly and efficiently using effective time management. Follow up on housekeeping performance when required to the client concern and rectification taken are communicated to the appropriate manager.
6	Conduct, delegate, and administer related housekeeping duties, cleaning programs and/or project work.
7	Ensure assigned housekeeping team is meeting reactive and routine timelines as set out in the Project Agreement and/or on work orders.
8	Perform audits to determine if housekeeping team is meeting quality cleaning targets.
9	Ensure that all Housekeeping Equipment is regularly cleaned, is in safe condition and maintained in good working order.
10	Support and guide housekeeper of lower classifications when delivering their tasks.
11	Work autonomously, manage priorities and solve problems independently.
12	Comply with the Company's Policies, Management Plans and Procedures.
13	Fulfill Health & Safety responsibilities by adherence to the requirements of the Company's Health & Safety Policy and Health & Safety Management Plans.
14	Support the Company's Quality Policy Statement and actively participate in the achievement of Company and personal Quality objectives
15	Undertake such other duties appropriate to the level and character of work as may reasonably be required within the Department / Service. Significant permanent changes in duties will require agreed revisions to be made to this Job Description

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LINE MANAGER

PERSON SPECIFICATION	
Last Updated on February 25, 2013	
Job Title	Housekeeping Lead Hand
Project / Contract	Jim Pattison Outpatient Care and Surgery Centre
Department / Service	ETDE FM Canada
Reporting To (Job Title)	Housekeeping Manager
Main Purpose of Job	Guide the Housekeeping functions within the Facility in accordance with company policies and operational requirements of the Project Agreement.
Main attributes required	
Essential	
1	Ability to effectively and efficiently perform housekeeping tasks in operating rooms and other clinical areas within tight timelines to meet Project Agreement requirements.
2	Ability to operate auto scrubbers, burnishers and carpet cleaning equipment for extended periods of time and meeting Project Agreement standards.
3	Ability to communicate effectively in English both verbally and in writing to complete work orders and/or timesheets, perform the job safely and interact professionally with staff, clients, and visitors to the Facility.
4	Knowledge and training in Workplace Hazardous Materials Information System.
5	Satisfactory Vulnerable Sector Criminal Record Check.
6	Grade 10 or an equivalent combination of education, training and experience.
7	Building Service Workers Certificate from reputable school and be able to demonstrate confidence in work being conducted
8	Transportation of Dangerous Goods certificate.
9	Green Cleaning certification.
11	Ability to use Responder 5 for Operating Room theatres.
12	Ability to develop team working relationship.
14	Knowledge of Operating Room changeover, terminal cleaning, and/or table set-up for subsequent surgical procedures.
15	Knowledge of occupational hazards, safe work practices and applicable regulations in Facility Management.
16	Knowledge of infection control practices in high risk functional areas.

JOB DESCRIPTION	
Last Updated on February 25, 2013	
Job Title	Maintenance Technician 4 - Plumber
Project / Contract	JPOCSC
Department / Service	Hard FM
Reporting To (Job Title)	Maintenance Manager
Main Purpose of Job	<p>Perform skilled technical work in the maintenance, repair and upgrading of building systems components and related installations including the performance of a variety of maintenance and installation tasks according to established schedules, methods and procedures to satisfy the operational requirements of the Project Agreement.</p> <p>Identify malfunctions and undertake routine repairs or recommend those of greater complexity.</p> <p>Perform other work outside of position's usual trade certification but within the individual's capability or work experience as part of the maintenance team.</p>
Main Duties & Responsibilities	
1	Assist in the implementation of a preventive maintenance program for a physical plant.
2	Install, repair and maintain commercial plumbing fixtures and systems.
3	Read blueprints, drawings and specifications to determine layout of plumbing system, water supply network and waste and drainage systems.
4	Read and adjust BMS control systems as required.
5	Receive and count materials, equipment and supplies advising of shortfall when required in order to maintain adequate stock levels.
6	Cut opening in walls and floors to accommodate pipe and pipe fittings.
7	Measure, cut, bend and thread pipes using hand and power tools or machines.
8	Install piping, fittings, tanks and valves in cold and hot water systems.
9	Join pipes using couplings, clamps, screws, bolts, cement or soldering, brazing and welding equipment.
10	Test pipes for leaks using air and water pressure gauges.
11	Participate in all remodelling projects involving plumbing, air conditioning or gas fitting changes and/or additions.
12	Tend to maintenance and preventative maintenance programs including cleaning for all plumbing, heating, and air conditioning, and air and vacuum related equipment.
13	Provide advice on installations and fixture upgrades.
14	Respond to emergency calls.
15	Maintain a supply of regularly used parts and filters in stock, ordering replenishment as necessary.

16	Comply with the Company's Policies, Management Plans and Procedures
17	Fulfill Health & Safety responsibilities by adherence to the requirements of the Company's Health & Safety Policy and Health & Safety Management Plans
18	Support the Company's Quality Policy Statement and actively participate in the achievement of Company and personal Quality objectives
19	Undertake such other duties appropriate to the level and character of work as may reasonably be required within the Department / Service.

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LINE MANAGER

PERSON SPECIFICATION	
Last Updated on February 25, 2013	
Job Title	Maintenance Technician 4 - Plumber
Project / Contract	JPOCSC
Department / Service	Hard FM
Reporting To (Job Title)	Maintenance Manager
Main Purpose of Job	<p>Perform skilled technical work in the maintenance, repair and upgrading of building systems components and related installations including the performance of a variety of maintenance and installation tasks according to established schedules, methods and procedures to satisfy the operational requirements of the Project Agreement.</p> <p>Identify malfunctions and undertake routine repairs or recommend those of greater complexity.</p> <p>Perform other work outside of position's usual trade certification but within the individual's capability or work experience as part of the maintenance team.</p>
Main attributes required	
Essential	
1	BC Trades Certification or Red Seal IP certification in relevant trade.
2	A or B Gas Fitters certification and/or Backflow Cross Connection certification.
3	Working knowledge of material system, methods and equipment used in facility maintenance work.
4	Knowledge of occupational hazards, safe working practices and applicable regulations in Facility Management in accordance with Work Safe Regulations.
5	Ability to maintain satisfactory standards of maintenance by completing predictive and preventative maintenance schedules.
6	Ability to work in a team environment with a minimum of supervision and be collaborative in dealing with fellow employees.
7	Ability to establish and maintain effective relationships with customer by being customer focused and responding promptly to customer needs.
8	Logical, intuitive, systematic problem solver with attention to detail.

JOB DESCRIPTION Last Updated on February 25, 2013	
Job Title	Maintenance Technician 5 - Plumber
Project / Contract	JPOCSC
Department / Service	Hard FM
Reporting To (Job Title)	Maintenance Manager
Main Purpose of Job	<p>Perform skilled technical work in the maintenance, repair and upgrading of building systems components and related installations including the performance of a variety of maintenance and installation tasks according to established schedules, methods and procedures to satisfy the operational requirements of the Project Agreement.</p> <p>Report on the work of contractors; develop work plans; respond to emergency situations; adapt work methods to address problems; estimate and requisition materials; and prepare records and reports related to the work.</p> <p>Perform other work outside of position's usual trade certification but within the individual's capability or work experience as part of the maintenance team.</p>
Main Duties & Responsibilities	
1	Assist in the implementation of a preventive maintenance program for a physical plant.
2	Install, repair and maintain commercial plumbing fixtures and systems.
3	Read blueprints, drawings and specifications to determine layout of plumbing system, water supply network and waste and drainage systems.
4	Read and adjust BMS control systems as required.
5	Receive and count materials, equipment and supplies advising of shortfall when required in order to maintain adequate stock levels.
6	Cut opening in walls and floors to accommodate pipe and pipe fittings.
7	Measure, cut, bend and thread pipes using hand and power tools or machines.
8	Install piping, fittings, tanks and valves in cold and hot water systems.
9	Join pipes using couplings, clamps, screws, bolts, cement or soldering, brazing and welding equipment.
10	Test pipes for leaks using air and water pressure gauges.
11	Participate in all remodelling projects involving plumbing, air conditioning or gas fitting changes and/or additions.
12	Tend to maintenance and preventative maintenance programs including cleaning for all plumbing, heating, and air conditioning, and air and vacuum related equipment.
13	Provide advice on installations and fixture upgrades.
14	Respond to emergency calls.

15	Maintain a supply of regularly used parts and filters in stock, ordering replenishment as necessary.
16	Comply with the Company's Policies, Management Plans and Procedures
17	Fulfill Health & Safety responsibilities by adherence to the requirements of the Company's Health & Safety Policy and Health & Safety Management Plans
18	Support the Company's Quality Policy Statement and actively participate in the achievement of Company and personal Quality objectives
19	Undertake such other duties appropriate to the level and character of work as may reasonably be required within the Department / Service.

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LINE MANAGER

PERSON SPECIFICATION	
Last Updated on February 25, 2013	
Job Title	Maintenance Technician 5 - Plumber
Project / Contract	JPOCSC
Department / Service	Hard FM
Reporting To (Job Title)	Maintenance Manager
Main Purpose of Job	<p>Perform skilled technical work in the maintenance, repair and upgrading of building systems components and related installations including the performance of a variety of maintenance and installation tasks according to established schedules, methods and procedures to satisfy the operational requirements of the Project Agreement.</p> <p>Report on the work of contractors; develop work plans; respond to emergency situations; adapt work methods to address problems; estimate and requisition materials; and prepare records and reports related to the work.</p> <p>Perform other work outside of position's usual trade certification but within the individual's capability or work experience as part of the maintenance team.</p>
Main attributes required	
Essential	
1	BC Trades Certification or Red Seal IP certification in relevant trade.
2	A or B Gas Fitters certification and/or Backflow Cross Connection certification.
3	Fifth Class Power Engineer Certificate or better.
4	Working knowledge of material system, methods and equipment used in facility maintenance work.
5	Knowledge of occupational hazards, safe working practices and applicable regulations in Facility Management in accordance with Work Safe Regulations.
6	Ability to maintain satisfactory standards of maintenance by completing predictive and preventative maintenance schedules.
7	Ability to work in a team environment with a minimum of supervision and be collaborative in dealing with fellow employees.
8	Ability to establish and maintain effective relationships with customer by being customer focused and responding promptly to customer needs.
9	Logical, intuitive, systematic problem solver with attention to detail.

JOB DESCRIPTION	
Last Updated on February 25, 2013	
Job Title	Maintenance Technician 4- Electrician
Project / Contract	JPOCSC
Department / Service	Hard FM
Reporting To (Job Title)	Maintenance Manager
Main Purpose of Job	<p>Perform skilled technical work in the maintenance, repair and upgrading of building systems components and related installations including the performance of a variety of maintenance and installation tasks according to established schedules, methods and procedures to satisfy the operational requirements of the Project Agreement.</p> <p>Identify malfunctions and undertake routine repairs or recommend those of greater complexity.</p> <p>Perform other work outside of position's usual trade certification but within the individual's capability or work experience as part of the maintenance team.</p>
Main Duties & Responsibilities	
1	Assist in the implementation of a preventive maintenance program for a physical plant.
2	Maintain and operate physical plant equipment used in lighting, heating, ventilating and air conditioning of buildings.
3	Carry out electrical repairs and cleaning of electrical components and equipment and prepare records related to the work.
4	Read and adjust BMS control systems as required.
5	Receive and count materials, equipment and supplies advising of shortfall when required in order to maintain adequate stock levels.
6	Carry out portable appliance testing (PAT) adhering to the Canadian Electrical code legislation and BC Amendments.
7	Maintain and test fire alarm systems, maintain primary and secondary distribution systems including high voltage; upgrade system maintains direct digital control system.
8	Read and interpret drawings, blueprints, schematics and electrical code specifications to determine layout of electrical equipment installations.
9	Test electrical and electronic equipment and components for continuity, current, voltage and resistance.
10	Install, examine, replace or repair electrical wiring, receptacles, switch boxes, conduits, feeders, fibre-optic and coaxial cable assemblies, lighting fixtures and other electrical components.
11	Maintain, repair, test and install electrical motors, generators, alternators, storage batteries and hydraulic and pneumatic electrical control systems.
12	Troubleshoot, maintain and repair industrial, electrical and electronic control systems and other related devices.

13	Conduct preventive maintenance programs and keep maintenance records.
14	Respond to electrical emergency calls.
15	Comply with the Company's Policies, Management Plans and Procedures
16	Fulfill Health & Safety responsibilities by adherence to the requirements of the Company's Health & Safety Policy and Health & Safety Management Plans
17	Support the Company's Quality Policy Statement and actively participate in the achievement of Company and personal Quality objectives
18	Undertake such other duties appropriate to the level and character of work as may reasonably be required within the Department / Service.

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LINE MANAGER

PERSON SPECIFICATION	
Last Updated on February 25, 2013	
Job Title	Maintenance Technician 4- Electrician
Project / Contract	JPOCSC
Department / Service	Hard FM
Reporting To (Job Title)	Maintenance Manager
Main Purpose of Job	<p>Perform skilled technical work in the maintenance, repair and upgrading of building systems components and related installations including the performance of a variety of maintenance and installation tasks according to established schedules, methods and procedures to satisfy the operational requirements of the Project Agreement.</p> <p>Identify malfunctions and undertake routine repairs or recommend those of greater complexity.</p> <p>Perform other work outside of position's usual trade certification but within the individual's capability or work experience as part of the maintenance team.</p>
Main attributes required	
Essential	
1	BC Trades Certification or Red Seal IP certification in relevant trade.
2	Knowledge of material system, methods and equipment used in facility maintenance work.
3	Knowledge of occupational hazards, safe working practices and applicable regulations in Facility Management in accordance with Work Safe Regulations.
4	Ability to maintain satisfactory standards of maintenance by completing predictive and preventative maintenance schedules.
5	Ability to work in a team environment with a minimum of supervision and be collaborative in dealing with fellow employees.
6	Ability to establish and maintain effective relationships with customer by being customer focused and responding promptly to customer needs.
7	Ability to communicate effectively with lead-hand, co-workers and customers avoiding unnecessary conflict.
8	Logical, intuitive, systematic problem solver with attention to detail.
9	Logical, intuitive, systematic problem solver with attention to detail.

JOB DESCRIPTION	
Last Updated on February 25, 2013	
Job Title	Maintenance Technician 5 - Electrician
Project / Contract	JPOCSC
Department / Service	Hard FM
Reporting To (Job Title)	Maintenance Manager
Main Purpose of Job	<p>Perform skilled technical work in the maintenance, repair and upgrading of building systems components and related installations including the performance of a variety of maintenance and installation tasks according to established schedules, methods and procedures to satisfy the operational requirements of the Project Agreement.</p> <p>Report on the work of contractors; develop work plans; respond to emergency situations; adapt work methods to address problems; estimate and requisition materials; and prepare records and reports related to the work.</p> <p>Perform other work outside of position's usual trade certification but within the individual's capability or work experience as part of the maintenance team.</p>
Main Duties & Responsibilities	
1	Assist in the implementation of a preventive maintenance program for a physical plant.
2	Maintain and operate physical plant equipment used in lighting, heating, ventilating and air conditioning of buildings.
3	Carry out electrical repairs and cleaning of electrical components and equipment and prepare records related to the work.
4	Read and adjust BMS control systems as required.
5	Receive and count materials, equipment and supplies advising of shortfall when required in order to maintain adequate stock levels.
6	Carry out portable appliance testing (PAT) adhering to the Canadian Electrical code legislation and BC Amendments.
7	Maintain and test fire alarm systems, maintain primary and secondary distribution systems including high voltage; upgrade system maintains direct digital control system.
8	Read and interpret drawings, blueprints, schematics and electrical code specifications to determine layout of electrical equipment installations.
9	Test electrical and electronic equipment and components for continuity, current, voltage and resistance.
10	Install, examine, replace or repair electrical wiring, receptacles, switch boxes, conduits, feeders, fibre-optic and coaxial cable assemblies, lighting fixtures and other electrical components.
11	Maintain, repair, test and install electrical motors, generators, alternators, storage batteries and hydraulic and pneumatic electrical control systems.

12	Troubleshoot, maintain and repair industrial, electrical and electronic control systems and other related devices.
13	Conduct preventive maintenance programs and keep maintenance records.
14	Respond to electrical emergency calls.
15	Comply with the Company's Policies, Management Plans and Procedures
16	Fulfil Health & Safety responsibilities by adherence to the requirements of the Company's Health & Safety Policy and Health & Safety Management Plans
17	Support the Company's Quality Policy Statement and actively participate in the achievement of Company and personal Quality objectives
18	Undertake such other duties appropriate to the level and character of work as may reasonably be required within the Department / Service.

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LINE MANAGER

PERSON SPECIFICATION	
Last Updated on February 25, 2013	
Job Title	Maintenance Technician 5 - Electrician
Project / Contract	JPOCSC
Department / Service	Hard FM
Reporting To (Job Title)	Maintenance Manager
Main Purpose of Job	<p>Perform skilled technical work in the maintenance, repair and upgrading of building systems components and related installations including the performance of a variety of maintenance and installation tasks according to established schedules, methods and procedures to satisfy the operational requirements of the Project Agreement.</p> <p>Report on the work of contractors; develop work plans; respond to emergency situations; adapt work methods to address problems; estimate and requisition materials; and prepare records and reports related to the work.</p> <p>Perform other work outside of position's usual trade certification but within the individual's capability or work experience as part of the maintenance team.</p>
Main attributes required	
Essential	
1	BC Trades Certification or Red Seal IP certification in relevant trade.
2	A minimum of Fifth Class Power Engineer Certificate and/or Class A Electrical certification.
3	Knowledge of material system, methods and equipment used in facility maintenance work.
4	Knowledge of occupational hazards, safe working practices and applicable regulations in Facility Management in accordance with Work Safe Regulations.
5	Ability to establish and maintain satisfactory standards of maintenance and to implement predictive and preventative maintenance schedules.
6	Ability to work in a team environment with a minimum of supervision and be collaborative in dealing with fellow employees.
7	Ability to establish and maintain effective relationships with customer by being customer focused and responding promptly to customer needs.
8	Ability to communicate effectively with lead-hand, co-workers and customers avoiding unnecessary conflict.
9	Logical, intuitive, systematic problem solver with attention to detail.
10	Logical, intuitive, systematic problem solver with attention to detail.

JOB DESCRIPTION	
Last Updated on February 25, 2013	
Job Title	Maintenance Technician 5- Millwright
Project / Contract	JPOCSC
Department / Service	Hard FM
Reporting To (Job Title)	Maintenance Manager
Main Purpose of Job	<p>Perform skilled technical work in the maintenance, repair and upgrading of building systems components and related installations including the performance of a variety of maintenance and installation tasks according to established schedules, methods and procedures to satisfy the operational requirements of the Project Agreement.</p> <p>Report on the work of contractors; develop work plans; respond to emergency situations; adapt work methods to address problems; estimate and requisition materials; and prepare records and reports related to the work.</p> <p>Perform other work outside of position's usual trade certification but within the individual's capability or work experience as part of the maintenance team.</p>
Main Duties & Responsibilities	
1	Assist in the implementation of a preventive maintenance program for a physical plant.
2	Maintain and operate physical plant equipment used in lighting, heating, ventilating and air conditioning of buildings.
3	Maintain, troubleshoot, overhaul and repair stationary industrial machinery and mechanical equipment.
4	Read blueprints, diagrams and schematic drawings to determine work procedures.
5	Align, dismantle and move stationary industrial machinery and mechanical equipment, such as pumps, fans, tanks, and generators according to layout plans using hand and power tools.
6	Operate hoisting and lifting devices such as jacks to position machinery and parts during repair.
7	Inspect and examine machinery and equipment to detect and investigate irregularities and malfunctions.
8	Troubleshoot vacuum, hydraulic and pneumatic systems.
9	Adjust machinery and repair or replace defective parts.
10	Operate machine tools such as lathes and grinders to fabricate parts required during overhaul, maintenance or set-up of machinery.
11	Clean, lubricate and perform other routine maintenance work on machinery.
12	Provide advice on installations and fixture upgrades.
13	Receive and count materials, equipment and supplies advising of shortfall when required in order to maintain adequate stock levels.

14	Respond to emergency calls.
15	Comply with the Company's Policies, Management Plans and Procedures
16	Fulfil Health & Safety responsibilities by adherence to the requirements of the Company's Health & Safety Policy and Health & Safety Management Plans
17	Support the Company's Quality Policy Statement and actively participate in the achievement of Company and personal Quality objectives
18	Undertake such other duties appropriate to the level and character of work as may reasonably be required within the Department / Service.

This job description was agreed on(date)

Signed

POST HOLDER

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LINE MANAGER

PERSON SPECIFICATION Last Updated on February 25, 2013	
Job Title	Maintenance Technician 5 - Millwright
Project / Contract	JPOCSC
Department / Service	Hard FM
Reporting To (Job Title)	Maintenance Manager
Main Purpose of Job	<p>Perform skilled technical work in the maintenance, repair and upgrading of building systems components and related installations including the performance of a variety of maintenance and installation tasks according to established schedules, methods and procedures to satisfy the operational requirements of the Project Agreement.</p> <p>Report on the work of contractors; develop work plans; respond to emergency situations; adapt work methods to address problems; estimate and requisition materials; and prepare records and reports related to the work.</p> <p>Perform other work outside of position's usual trade certification but within the individual's capability or work experience as part of the maintenance team.</p>
Main attributes required	
Essential	
1	BC Trade Certification or Red Seal IP certification in relevant trade.
2	Fifth Class Power Engineer Certificate or better.
3	Knowledge of material system, methods and equipment used in facility maintenance work.
4	Knowledge of occupational hazards, safe working practices and applicable regulations in Facility Management in accordance with Work Safe Regulations.
5	Ability to establish and maintain satisfactory standards of maintenance and to implement predictive and preventative maintenance schedules.
6	Ability to work in a team environment with a minimum of supervision and be collaborative in dealing with fellow employees.
7	Ability to establish and maintain effective relationships with customer by being customer focused and responding promptly to customer needs.
8	Ability to communicate effectively with lead-hand, co-workers and customers avoiding unnecessary conflict.
9	Logical, intuitive, systematic problem solver with attention to detail.

JOB DESCRIPTION	
Last Updated on February 25, 2013	
Job Title	Maintenance Technician 5 – HVAC / Refrigeration Mechanic
Project / Contract	JPOCSC
Department / Service	Hard FM
Reporting To (Job Title)	Maintenance Manager
Main Purpose of Job	<p>Perform skilled technical work in the maintenance, repair and upgrading of building systems components and related installations including the performance of a variety of maintenance and installation tasks according to established schedules, methods and procedures to satisfy the operational requirements of the Project Agreement.</p> <p>Report on the work of contractors; develop work plans; respond to emergency situations; adapt work methods to address problems; estimate and requisition materials; and prepare records and reports related to the work.</p> <p>Perform other work outside of position's usual trade certification but within the individual's capability or work experience as part of the maintenance team.</p>
Main Duties & Responsibilities	
1	Perform complex maintenance and repair work and prepare records related to the work.
2	Rebuild equipment and calibrate gauges and controls.
3	Operate and adjust control systems and maintain an inventory of parts and supplies
4	Check work for conformance to schedules and technical standards.
5	Install, maintain and repair existing fixtures and components.
6	Provide advice on installations and fixture upgrades.
7	Receive and count materials, equipment and supplies advising of shortfall when required in order to maintain adequate stock levels.
8	Assist in all facility maintenance tasks as assigned.
9	Comply with the Company's Policies, Management Plans and Procedures
10	Fulfil Health & Safety responsibilities by adherence to the requirements of the Company's Health & Safety Policy and Health & Safety Management Plans
11	Support the Company's Quality Policy Statement and actively participate in the achievement of Company and personal Quality objectives
12	Undertake such other duties appropriate to the level and character of work as may reasonably be required within the Department / Service.

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LINE MANAGER

PERSON SPECIFICATION Last Updated on February 25, 2013	
Job Title	Maintenance Technician 5 – HVAC / Refrigeration Mechanic
Project / Contract	JPOCSC
Department / Service	Hard FM
Reporting To (Job Title)	Maintenance Manager
Main Purpose of Job	<p>Perform skilled technical work in the maintenance, repair and upgrading of building systems components and related installations including the performance of a variety of maintenance and installation tasks according to established schedules, methods and procedures to satisfy the operational requirements of the Project Agreement.</p> <p>Report on the work of contractors; develop work plans; respond to emergency situations; adapt work methods to address problems; estimate and requisition materials; and prepare records and reports related to the work.</p> <p>Perform other work outside of position's usual trade certification but within the individual's capability or work experience as part of the maintenance team.</p>
Main attributes required	
Essential	
1	Inter-Provincial Journeyman Refrigeration Mechanic Ticket.
2	Inter-Provincial Journeyman "B: Gasfitters Ticket.
3	Demonstrated experience in troubleshooting PLC control systems.
4	Knowledge of occupational hazards, safe working practices and applicable regulations in Facility Management in accordance with Work Safe Regulations.
5	Ability to establish and maintain satisfactory standards of maintenance and to implement predictive and preventative maintenance schedules.
6	Ability to work in a team environment with a minimum of supervision and be collaborative in dealing with fellow employees.
7	Ability to establish and maintain effective relationships with customer by being customer focused and responding promptly to customer needs.
8	Ability to communicate effectively with lead-hand, co-workers and customers avoiding unnecessary conflict.
9	Logical, intuitive, systematic problem solver with attention to detail.

JOB DESCRIPTION	
Last Updated on February 25, 2013	
Job Title	Maintenance Technician 6 – Chief Engineer
Project / Contract	JPOCSC
Department / Service	Hard FM
Reporting To (Job Title)	General Manager
Main Purpose of Job	<p>Carry out duties as a Chief Engineer in accordance with the Boiler Pressure Vessel Act and the Safety Authority.</p> <p>Perform skilled technical work in the maintenance, repair and upgrading of building systems components and related installations including the performance of a variety of maintenance and installation tasks according to established schedules, methods and procedures to satisfy the operational requirements of the Project Agreement.</p> <p>Report on the work of contractors; develop work plans; respond to emergency situations; adapt work methods to address problems; estimate and requisition materials; and prepare records and reports related to the work.</p> <p>Perform other work outside of position's usual trade certification but within the individual's capability or work experience as part of the maintenance team.</p>
Main Duties & Responsibilities	
1	Perform a variety of skilled technical maintenance tasks, repair and upgrading of complex building system components according to established schedules, methods and procedures.
2	Perform a variety of complex maintenance tasks including major overhauls of systems components and/or complex installations and upgrades.
3	Provide innovative solutions to system problems which may require some design tasks.
4	Assist in establishing job specifications for contracted services, supervising staff assigned to work projects or providing direction to a small group of subordinates engaged in complexed maintenance work and coordinating work of contractors.
5	Exercise independent judgement and action in the technical and problem resolution functions.
6	Work is subject to review for services rendered and achievement of desired objectives.
7	Inspect heating, ventilation and air conditioning systems; balance air flow; diagnose problems; and adjust, repair or replace components as required.
8	Perform major overhauls of compressors, pumps and motors.
9	Maintain records and prepare reports as required.
10	Assist in the design of system modifications and implement recommendations upgrades and replacement as required.
11	Carry out site inspections for safety and minor building deficiencies.

12	Receive and count materials, equipment and supplies advising of shortfall when required in order to maintain adequate stock levels.
13	Maintain direct digital control systems.
14	Ensure that all Tools and Equipment are cleaned, safe and well maintained.
15	Assist management as required.
16	Comply with Company Policies, Procedure, and QA requirements and ensure a safe and healthy working environment within the post-holder's span of control.
17	Fulfill Health & Safety responsibilities by adherence to the requirements of the Company's Health & Safety Policy and Health & Safety Management Plans.
18	Support the Company's Quality Policy Statement and actively participate in the achievement of Company and personal Quality objectives.
19	Undertake such other duties appropriate to the level and character of work as may reasonably be required within the Department / Service.

This job description was agreed on(date)

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LINE MANAGER

PERSON SPECIFICATION	
Last Updated on February 25, 2013	
Job Title	Maintenance Technician 6 – Chief Engineer
Project / Contract	JPOCSC
Department / Service	Hard FM
Reporting To (Job Title)	General Manager
Main Purpose of Job	<p>Carry out duties as a Chief Engineer in accordance with the Boiler Pressure Vessel Act and the Safety Authority.</p> <p>Perform skilled technical work in the maintenance, repair and upgrading of building systems components and related installations including the performance of a variety of maintenance and installation tasks according to established schedules, methods and procedures to satisfy the operational requirements of the Project Agreement.</p> <p>Report on the work of contractors; develop work plans; respond to emergency situations; adapt work methods to address problems; estimate and requisition materials; and prepare records and reports related to the work.</p> <p>Perform other work outside of position's usual trade certification but within the individual's capability or work experience as part of the maintenance team.</p>
Main attributes required	
Essential	
1	BC Mechanical or Electrical Trade certification with a Red Seal IP certificate in the appropriate trade.
2	Fifth Class Power Engineer Certificate or better.
3	Ability to work autonomously and manage priorities in an effective way, with good interpersonal skills and effective communication.
4	Knowledge of the materials, systems, methods and equipment used in Facility Maintenance work.
5	Knowledge of building systems and of the provincial regulations governing operation.
6	Knowledge of occupational hazards, safe work practices and applicable regulations in Facility Management in accordance with Work Safe Regulations.
7	Working knowledge of record keeping and reports, scheduling, and purchasing.
8	Ability to establish and maintain satisfactory standards of maintenance and to implement predictive and preventative maintenance schedules.

JOB DESCRIPTION	
Last Updated on February 25, 2013	
Job Title	Help Desk Co-ordinator
Project / Contract	JPOCSC
Department / Service	FM Help Desk
Reporting To (Job Title)	General Manager
Main Purpose of Job	Maintaining confidentiality, provide effective and professional onsite Help Desk service.
Main Duties & Responsibilities	
1	Provide first point of contact between the Company and the Client, communicating politely and professionally while following procedures to respond to customer enquiries and log details into Maximo Support System.
2	Receive phone calls or other communication and log them on the C.M.M.S.
3	Determine and assign type and priority of requests ensuring the work is assigned to the appropriate trade/housekeeping service with the required priority level, knowing when to escalate for immediate attention or management intervention.
4	Support the planned maintenance and housekeeping programmes by printing off work orders and returning to the system when complete.
5	Learn, and maintain to high level, knowledge of contractual obligations and penalty risks and be able to interpret and explain operational policies and procedures to the Client.
6	Oversee maintenance and updating of Help Desk records in C.M.M.S in order for the Company to demonstrate adherence to contractual obligations.
7	Attend client meetings and take minutes as required.
8	Assist in the preparation of reports and documents as required, maintaining confidentiality at all times.
9	Communicate effectively with Management regarding Emergency situations ensuring that they can respond to Client requests for information.
10	Oversee Help Desk Operator creating and maintaining a good team working environment.
11	Ensure times and details of work completion are entered accurately for timely closure of Work Orders in C.M.M.S.
12	Check validity/completeness of contractors' job sheets and/or work orders, flagging new requests for approval process.
13	Oversee maintenance and updating of location & asset registries.
14	Update client user lists for functionality in CMMS as requested.
15	Advise Information Services of C.M.M.S technical challenges/issues and assist with upgrades or modifications to system.
16	Comply with the Company's Policies, Management Plans and Procedures
17	Fulfill Health & Safety responsibilities by adherence to the requirements of the Company's Health & Safety Policy and Health & Safety Management Plans

18	Support the Company's Quality Policy Statement and actively participate in the achievement of Company and personal Quality objectives
19	Undertake such other duties appropriate to the level and character of work as may reasonably be required within the Department / Service. Significant permanent changes in duties will require agreed revisions to be made to this Job Description

This job description was agreed on(date)

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Signed
LINE MANAGER

PERSON SPECIFICATION	
Last Updated on February 25, 2013	
Job Title	Help Desk Co-ordinator
Project / Contract	JPOCSC
Department / Service	FM Help Desk
Reporting To (Job Title)	General Manager
Main Purpose of Job	Maintaining confidentiality, provide effective and professional onsite Help Desk service.
Main attributes required	
Essential	
1	Post-Secondary education supplemented by work-related courses.
2	Strong English oral and written communication skills.
3	Strong Customer Service orientation.
4	Good organizational and interpersonal skills.
5	Ability to work in a team environment and manage priorities effectively by multi-tasking, handling regular interruptions yet still dealing effectively with Client communication.
6	Ability to compose professional written documentation and keep accurate records ensuring meticulous attention to detail.
7	Ability to analyze and interpret data, determine implications, and provide recommendations.
8	Ability to deal with a diversity of people in a calm, courteous, and effective manner regardless of their conduct. Ability to exercise tact and discretion.
9	Ability to remain calm in emergency situations.
10	Computer literacy with a good knowledge of Microsoft software (i.e., Word, Excel, Outlook).

This job description was agreed on(date)

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LINE MANAGER

JOB DESCRIPTION	
Last Updated on February 25, 2013	
Job Title	Help Desk Operator/Administrative Support
Project / Contract	JPOCSC
Department / Service	FM Help Desk
Reporting To (Job Title)	General Manager
Main Purpose of Job	Maintaining confidentiality, provide effective onsite professional Help Desk service and administrative support to all departments.
Main Duties & Responsibilities	
1	Provide first point of contact between the Company and the Client, communicating politely and professionally while following procedures to respond to customer enquiries and log details into Maximo Support System.
2	Receive phone calls or other contact and log them on the Maximo Support System.
3	Determine and assign type and priority of requests ensuring the work is assigned to the appropriate trade/housekeeping service with the required priority level, knowing when to escalate for immediate attention or management intervention.
4	Support the planned maintenance programme by printing off job dockets and returning to the system when complete.
5	Learn, and maintain to high level, knowledge of contractual obligations and penalty risks and be able to interpret and explain operational policies and procedures to the Client.
6	Oversee maintenance and updating of Help Desk records in Maximo Support System in order for the Company to demonstrate adherence to contractual obligations.
7	Ensure times and details of work completion are entered accurately for timely closure of Work Orders in Maximo Support System.
8	Provide administrative support to the department including dealing with telephone, written and personal enquiries. Open and log in coming post, log any reported sickness/absence into log book, fill in sickness/absence form and report to line manager.
9	Provide reception support, dealing with customer enquiries including job vacancies, issuing ID Badge to contractors.
10	Communicate effectively with management regarding emergency situations ensuring that they can respond to Client requests for information.
11	Produce correspondence for the department as directed.
12	Assist in the preparation of reports and documents as required, maintaining confidentiality at all times.
13	Administer vendor management process by providing appropriate documentation is completed and filed.
14	Schedule appointments and meetings using electronic calendar systems.
15	Assist with inventory management by receiving goods and administering purchase orders.
16	Comply with the Company's Policies, Management Plans and Procedures

17	Fulfil Health & Safety responsibilities by adherence to the requirements of the Company's Health & Safety Policy and Health & Safety Management Plans
18	Support the Company's Quality Policy Statement and actively participate in the achievement of Company and personal Quality objectives
19	Undertake such other duties appropriate to the level and character of work as may reasonably be required within the Department / Service. Significant permanent changes in duties will require agreed revisions to be made to this Job Description

This job description was agreed on(date)

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LINE MANAGER

PERSON SPECIFICATION	
Last Updated on February 25, 2013	
Job Title	Help Desk Operator/Administrative Support
Project / Contract	JPOCSC
Department / Service	FM Help Desk
Reporting To (Job Title)	General Manager
Main Purpose of Job	Maintaining confidentiality, provide effective onsite professional Help Desk service and administrative support to all departments.
Main attributes required	
Essential	
1	Post-Secondary education supplemented by work-related courses.
2	Good English oral and written communication skills.
3	Good Customer Service orientation.
4	Good organizational and interpersonal skills.
5	Ability to work in a team environment and manage priorities effectively by multi-tasking, handling regular interruptions yet still dealing effectively with Client communication.
6	Ability to deal with a diversity of people in a calm, courteous, and effective manner regardless of their conduct.
7	Ability to remain calm in emergency situations.
8	Computer literacy with a good knowledge of Microsoft software (i.e., Word, Excel, Outlook).

Basic Expense Maximums

Hospital	Semi-private room
Home Nursing Care	\$10,000 each calendar year
In-Canada Prescription Drugs	\$5,000 each calendar year
Hearing Aids	\$500 every 5 years
Custom-fitted Orthopedic Shoes and Custom-made Food Orthotics	\$300 every 12 months
Myoelectric Arms	\$10,000 per prosthesis
External Breast Prosthesis	1 every 12 months
Surgical Brassieres	2 every 12 months
Mechanical or Hydraulic Patient Lifters	\$2000 per lifter once every 5 years
Outdoor Wheelchair Ramps	\$2,000 lifetime
Blood-glucose Monitoring Machines	1 every 4 years
Transcutaneous Nerve Stimulators	\$700 lifetime
Extremity Pumps for Lymphedema	\$1,500 lifetime
Custom-made Compression Hose	2 pairs to a maximum of \$250 each calendar year
Wigs for Cancer Patients	\$200 lifetime

Chiropractors	\$500.00 each calendar year
Massage Therapists	\$500.00 each calendar year
Naturopaths	\$500.00 each calendar year
Osteopaths	\$500.00 each calendar year
Physiotherapists	\$500.00 each calendar year
Podiatrists	\$500.00 each calendar year
Psychologists/Social Workers	\$500.00 each calendar year

Out-Of-Country Care Expense Maximums	
-Emergency Care	Unlimited
-Non-Emergency Care	\$50,000 lifetime

Lifetime Healthcare Maximum	Unlimited
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<u>Vision Care</u>	\$250.00 per family member per (2) two year
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Dental care March 31, 2019 the Basic coverage will increase to 100% and yearly maximum to \$1,500.00.

Basic Coverage	Plan A 80%
Yearly Maximum	\$1,500.00 per person
Major coverage	Plan B 80%
Yearly Maximum	\$1,000.00 per person

LETTER OF UNDERSTANDING #3

**BETWEEN: BOUYGUES ENERGIES AND SERVICES CANADA LIMITED
(JPOCSC)**

**AND: UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING,
ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS
INTERNATIONAL UNION
(HEREINAFTER REFERRED TO AS UNITED STEELWORKERS)
ON BEHALF OF LOCAL NO. 2009**

Re: Maintenance Operator

Whereas:

1. As per Article 17.04, both Parties recognize that the nature of the business in which the Company is engaged requires a degree of flexibility to meet client and customer needs; and,
2. As per Article 17.04 the Company notified the Union of their intent to add the new classification of Maintenance Operator to the Bargaining Unit during the term of this collective agreement; and,
3. As per Article 17.04 the Parties met to negotiate a rate of pay and conditions for the new position.

Now therefore:

1. The Parties agree on the wage rate of the Maintenance Operator at a starting wage of \$34.40. This rate of pay will be subject to all applicable general wage increases, premiums or additional wage payments as negotiated; and,
2. Further to the above, the Parties agree that this position will possess a 4th Class Power Engineer Certificate and relevant experience in a related field as per the attached job description of Maintenance Operator; and,
3. All rights and entitlements of the current Collective Agreement will apply to this newly created position; and,
4. That the Company will ensure that all current employees of dual-certified Technicians are not adversely negatively impacted due to the addition of this role and will not be subject to changes in the terms of their employment, and,
5. That the Company will ensure that they maintain the current level of staffing of Technician V's and VI's and will not replace these positions with Maintenance Operators, and;

6. That should the Company find a suitable candidate who possess both their 4th Class Certificate and Red Seal Trade Certificate the Company will classify them appropriately as Technician V.

Signed this 26th day of April, 2021.

**BOUYGUES ENERGIES AND
SERVICES CANADA LIMITED**

**UNITED STEELWORKERS
(ON BEHALF OF LOCAL 2009)**

“Signatures on File”

“Signatures on File”
