



## **Collective Agreement**

**Between**

**Canadian Union of Public Employees, Local 3338**

**and**

**Best Facilities Services Ltd.**

**d.b.a Best Service Pros**

April 1, 2023 to April 30, 2026

Site specific for SFU Burnaby, Surrey Campus, and Vancouver Campus. This agreement also covers any other sites where the employer performs work for Simon Fraser

**University**  
**(as per Labour Relations Board Certification)**

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## Purpose

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

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

## Article 1 Recognition

- 1.01 The Employer agrees to recognize the Union as the sole bargaining authority for all employees coming within the unit as defined in the Certificate of Bargaining Authority granted the Union by the Labour Relations Code of British Columbia.
- 1.02 The Union recognizes the Employer's right to hire, dismiss, transfer, promote, demote employees, and set hours of work, but any action taken may be subject to redress under the grievance procedure.
- 1.03 No employee shall be asked, and no employee shall make a verbal or written agreement with the employer inconsistent with this agreement.
- 1.04 Access: An authorized representative of the Union shall be permitted to enter the premises at a reasonable time in the interest of the employees covered by this agreement, provided that the Manager or his/her designate is first contacted and his/her approval has been received. The Union agrees that there will be no disruption of employees' duties by the Union representative entering the premises.
- 1.05 The parties agree that this Collective Agreement covers all, or any new, worksites where the employer performs work for Simon Fraser University.

## Article 2 Union Security

- 2.01 It is agreed that all present Employees, with the exception of management and supervisory staff, shall become members of the Union within five working days of the signing of this agreement and remain members of the Union as a condition of continuous employment.
- 2.02 All new Employees, with the exception of management and supervisory staff, shall make application to join the Union within the first five (5) working days of employment and remain members of the Union as a condition of continuous employment.
- 2.03 The Employer agrees to terminate the employment of Employee forthwith who fails to comply with section 2.01 and 2.02 above when requested by the Union. The Employer shall be exempt from legal action.
- 2.04 The Employer agrees to check-off the member's fees and dues. The Employer shall deduct from every employee any dues, initiation fees or assessments levied by the Union on its members. All employees on the date of hire shall be required to sign authorization for dues and assessment deduction. A copy of this authorization shall be forwarded to the Union.
- 2.05 Dues shall be deducted from each payroll in accordance with the Local Union bylaws. Dues shall be forwarded to the Union office not later than the tenth (10th) working day after that month, accompanied by a list of the names, contact information (including email addresses), classifications, and a sum of the gross monthly wages of all employees from whose wages deductions have been made.
- 2.06 New employee information meetings: the Employer agrees that a union representative(s) shall be allowed approximately thirty (30) minutes to meet with new employees to explain the functions of the Union and sign new employees into the union. This meeting will be held at the Employer's orientation meeting. The Employer will provide the Union with a

- minimum of one-months' notice of any orientation meeting.
- 2.07 The Employer recognizes the Union's right to appoint shop stewards, and the Union shall notify the Employer, in writing, of such appointments. Shop stewards shall attend to their Union duties so as not to unreasonably interfere with the performance of their duties as an employee. A shop steward shall obtain the permission of his/her supervisor prior to leaving the workstation. Such permission shall not be unreasonably withheld. On resuming his/her normal duties the shop steward shall notify her/his supervisor.
- 2.08 The employer will allow the union to display a bulletin board at all worksites for the purpose of communicating with its members.
- 2.09 There shall be no lock out by the Employer and no strike, stoppage of work, or slow-down, either in part or general, by employees as long as this Agreement remains in effect.

## Article 3 Management Rights

### (a) General Rights

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

### (b) Employer Policies

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

### (c) The Employer agrees to meet with Union on an annual basis to review Employer policies.

## Article 4 Hiring

- 4.01 The Employer retains the right to hire new employees through sources available including the Union and employment agencies once those on the recall list have been given the opportunity to be recalled. No new employees will be hired before those on the recall list have been contacted.

Employees on the recall list will be contacted by telephone to confirm availability. Recall notice will be provided in writing by registered mail to the Employee's last known address. Any Employee failing to contact the Employer within seven (7) calendar days from the time of such notification shall be considered to have resigned without notice. Any Employee who has been laid off and wishes to be recalled is responsible for ensuring the Employer has a current telephone number and address for the purpose of recall.

The Employer will provide the Union with an updated list of all employees on the Recall List in January and July of each calendar year.

- 4.02 The Employer will notify the Union in writing (email) of all employees hired, promoted, resigned, laid-off, or terminated no later than the 10th day of the following month.
- 4.03 Job postings: Vacancies in each shift and each classification shall be posted in all worksites. Employees shall have two (2) weeks from the date the vacancy is posted to make application in writing for the posting. The employer will be able to externally post

for all open positions one (1) week after the internal posting however the employer must prioritize internal applicants or members on the recall list prior to external hires.

- 4.04 Promotion: In making promotions, demotions or transfers, the required knowledge, ability and skills for the position shall be the primary consideration, where two or more employees are capable of fulfilling the duties of the position, seniority shall be the determining factor.

## Article 5 Probation

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

- 5.02 All newly-hired employees shall be considered as probationary employees for the first ninety (90)-calendar days of employment.

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

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

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

## Article 6 Labour Management Meetings

- 6.01 The parties agree to meet once per semester for the purpose of discussing issues relating to the workplace that affect the parties or any employee bound by this agreement. Either party may request additional Labour Management Meetings at any time and the parties shall meet as soon as practicable.

The purpose of the consultation committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to discuss workload, to foster the development of work related skills and to promote workplace productivity.

## Article 7 Seniority

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

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

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

Employees shall only lose their seniority in the event:

- a) They are dismissed for just and reasonable cause and are not reinstated
- b) They resign

- c) They fail to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless through illness or other just cause. It shall be the responsibility of the individual to keep the Employer informed of their current address
- d) They are laid off for a period longer than twelve (12) months.

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

In the event multiple employees have the same number of hours, date of hire will be the deciding factor.

## Article 8 Hours of Work

### Definitions

#### STANDARD WORKDAY

The standard workday will be eight (8) hours inclusive of the thirty (30) minute unpaid meal break and two (2) fifteen (15)-minute paid rest breaks, one (1) in each half (1/2) of the shift. In some circumstances it may be appropriate for the supervisor and an employee to make other mutually agreeable arrangements for the taking of relief periods.

The standard workday shall commence at 12:01 am and end at 12:00 midnight.

#### STANDARD WORK WEEK

The standard work week will be forty (40) hours within any five (5) days from Sunday to Saturday.

#### SHIFTS

There shall be no split shifts for full-time, permanent and temporary employees. Casual On-Call employees may elect to work split shifts.

#### SHIFT DIFFERENTIAL

Employees will be paid shift rate for all time worked in a shift exclusive of meal breaks and including rest periods.

If a minimum of three (3) hours are worked between 11:00pm and 7:00am, employees will receive a night shift premium as referenced in Appendix A for all hours worked.

- 8.01 If an employee shows up for a scheduled shift to work and no work is available, the employee shall be entitled to four (4) hours pay.
- 8.02 Part-time employees may choose to work 2, 3, or 4 hours and will only be paid for the time worked.
- 8.03 If a full-time employee commences work, she/he shall be entitled to at least four (4) hours pay if the shift is terminated by the employer.
- 8.04 If an employee works over four (4) hours, then he/she shall be paid for the hours worked.
- 8.05 If the Employer cancels a shift less than eight (8) hours prior to the scheduled start time

of the shift, the employee shall be paid for half of the scheduled shift.

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

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

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

## Article 9 Wage Rate and Payment of Wages

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

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

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

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

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

9.06 If the government of British Columbia raises the minimum wage the Employer shall increase employee wages so that no employee is making less than five percent (5%) above minimum wage. In the event that two or more classifications are affected by a minimum wage increase, the higher classification will receive a one percent (1%) greater increase than the classification below it. The minimum wage adjustment shall take effect prior to any general wage increase. Any premiums paid by the Employer shall be top of the wages or minimum wage adjustment.

9.07 All employees shall be paid a shift differential premium of seventy cents (\$0.70) per hour for working the night shift or any portion of it.

## Article 10 Overtime

10.01 After eight (8) hours worked employees shall receive one and one half (1.5) times the basic rate up to 12 hours. After 12 hours worked employees shall receive double time.

10.02 It is agreed that the employer will establish lists of employees who are

qualified to perform various kinds of work and will utilize such lists when employees are required for overtime by strict rotation of opportunities for such work.

## Article 11 Medical and Dental Plan Coverage

All regular full-time employees who have completed 90 calendar days of service with BEST will receive coverage under a benefits plan funded by BEST, attached as Appendix 'C'. For the purpose of this article, a regular full-time employee will be defined as permanent employee who has successfully completed their probationary period and works thirty-seven and one half (37.5) hours per week on a regularly scheduled basis, except in the event of circumstances beyond the control of BEST.

The Employer agrees to notify and meet with the Union three (3) months prior to the Benefit Contract renewal.

Benefit levels agreed to in Appendix 'C' will not be altered without mutual agreement between the parties.

## Article 12 Annual Vacations

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

- (a) In the first year of employment accrued vacation entitlement shall be pro-rated to start date.
- (b) An Employee who has completed one (1) year employment as of the Employee's anniversary date, shall receive and take a vacation that year and each year thereafter of two (2) weeks with pay based on four percent (4%) of said Employee's gross earnings for the past year; except
- (c) An Employee who has completed five (5) years' employment as of the Employee's anniversary date, shall receive and take a vacation that year and each year thereafter of three (3) weeks with pay based on six percent (6%) of said Employee's gross earnings for the past year; except
- (d) An Employee who has completed eleven (11) years' employment as of the Employee's anniversary date, shall receive and take a vacation that year of four (4) weeks with pay based at eight percent (8%) of said Employee's gross earnings for the past year.

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

12.03 Up to one (1) week of vacation may be carried over to the following year and does not compound.

12.04 Submissions for vacations will occur twice a year.

Vacations intended to be taken between April 1<sup>st</sup> and Sept 30<sup>th</sup> will be submitted within the month of March. Vacations intended to be taken between October 1<sup>st</sup> to March 31<sup>st</sup> will be submitted within the month of September. Vacation approval shall be based on seniority.

The employer will select the submission deadlines based on the location. The employer will notify the employees and the Union of the dates that will be used for approval of vacation within one (1) month of ratification.

Requests for vacation may be made outside of the regular submission timelines. Such requests will be considered on a case-by-case basis. The approval of these requests must be mutually agreed upon by both parties. No requests will be unreasonably denied.

Any requests to cancel or alter vacation dates must be mutually agreed upon by both parties with a minimum of four (4) weeks' notice.

If the employer needs to change the submission dates, they will notify the Union and employees in writing.

12.05 No request for vacation shall be unreasonably denied.

12.06 Employees may take up to five (5) days of vacation they have not yet accrued if they will accrue those days before the end of the calendar year in which the days are taken.

## Article 13 General Holidays

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

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

In the event that a General Holiday falls on a day an employee is not scheduled to work the employee shall receive either the work day preceding or following the General Holiday off with pay. The employer will notify the employees which day they will be off with pay no later than thirty (30) days prior to the General Holiday. If the employee is required to work on that day, they will be entitled to a day off with pay that is mutually agreeable to the employer and employee.

In the event that the Canadian or British Columbia Governments legislate a new Statutory Holiday, the employer shall immediately recognize it as a General Holiday.

13.02 Any employee who is required to work on any General Holiday, shall be paid at the rate of one and one half (1.5) times the regular rate of pay for the work in which they perform. Employees who are required to work on General Holidays shall be entitled to work a minimum of four (4) hours.

13.03 Employment Standards Act Provisions apply.

## Article 14 Health & Safety

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

#### 14.01 Workers' Compensation Board Standards

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

#### 14.02 Union - Employer Health and Safety Committee

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

### Article 15 Discipline and Discharge

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

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

15.03 Employees have the right to union representation at any disciplinary meeting. No employee shall be disciplined without the presence of a union representative. The Union shall make every effort to have a representative available as soon as possible or within five (5) working days.

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

15.05 Copies of disciplinary letters shall be forwarded to the union office every time discipline is imposed. Disciplinary letters must include the reasons for the discipline.

### Article 16 Grievance Procedure

16.01 For the purpose of this Agreement, 'grievance' shall mean any difference or dispute arising between the parties to this Agreement, concerning the interpretation, application, administration, operation or alleged violation of this Collective Agreement; whether between the Employer and any employee bound by the Agreement or between the Employer and the Union.

16.02 STEP 1: When an employee or the Union believes that there is a violation of the Collective Agreement, the matter shall be raised at a Step 1 grievance meeting.

1. An employee will attempt to settle any complaint or dispute directly with their immediate supervisor within ten (10) working days of becoming aware of it. An employee may request the presence of an available Union representative at the meeting. Should any disciplinary action be contemplated, a Union representative must be present.

2. The supervisor must respond to the grievance within ten (10) working days after

hearing the grievance.

3. If the employee is satisfied with the supervisor's response, the matter is concluded.

16.03 Failing a satisfactory resolution of the matter at Step 1, the Union may submit a written grievance to the employer within ten (10) working days of the Step 1 response.

1. The Union will meet with the Site Manager within ten (10) working days of the receipt of the grievance to attempt to resolve.

2. The Site Manager shall issue a written response within ten (10) working days.

3. The Union shall have the right to file a grievance on behalf of a member, group of members or a policy grievance directly with the Employer.

16.04 STEP 3: Failing a satisfactory resolution of the matter at Step 2, the Union may submit a written grievance to the Employer Head Office within ten (10) working days of the Step 2 response.

1. The Union will meet with Employer Head Office representative within ten (10) working days of the receipt of the grievance to attempt to resolve.

2. The Employer Head Office shall issue a response within ten (10) working days of the above noted meeting.

16.05 Notice to Proceed to Arbitration

Failing a resolution of the grievance within the above grievance procedure, either party shall have thirty (30) working days to give written notice to proceed to Arbitration.

16.06 General Agreements

1. The above time limits may be extended by mutual agreement of the Union and Employer.

2. An employee shall be permitted time off with pay to attend to the adjustment of a grievance and to be present at each Step as required, whether a grievor, witness or Union representative.

3. The Employer and the Union will mutually agree to share the cost of a neutral interpreter upon the employee's request for all workplace investigations and grievances.

4. For the purpose of this Article, working days shall not include Saturdays, Sundays and Holidays.

5. A resolution of a grievance shall not contravene the conditions of the Articles of this Agreement nor amend this Agreement.

## Article 17 Arbitration Procedure

17.01 Within ten (10) working days following the notice to proceed with Arbitration, the parties shall select a single arbitrator by mutual agreement. Failing agreement on the selection of an arbitrator within ten (10) working days of written notice, either party may apply to

the Minister of Labour to appoint the arbitrator.

1. Both parties of the Arbitration shall pay one-half (1/2) of the expenses of the Chair.
2. Each party will pay its own expenses and costs of the arbitration and the remuneration and disbursements of its appointee to the Board.
3. An arbitrator shall not make any award or decision contrary to the conditions of this Agreement, or amend this Agreement.
4. Employees shall be permitted time off with pay to attend arbitration proceedings that they are directly involved in, whether as grievor, witness or Union representative. Time off requirements and schedule will be mutually agreed upon in advance by the Union and Employer.

17.02 The above time limits may be extended by mutual agreement of the Union and Employer.

## Article 18 Agreements Cost-Shared

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

## Article 19 Life of Agreement and Renewal

This Agreement shall become effective as of the April 1, 2023 and shall remain in full force and effect until April 30, 2026. Failing to amend this Agreement by April 30, 2026 this Agreement shall remain in force until a new Agreement is reached.

19.01 Renewal as per the Labour Relations Code

## Article 20 Gender

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

## Article 21 Leave of Absence

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

21.02 Leave Without Pay

Upon providing the Employer with a minimum of forty-five (45) calendar days' notice, employees with a minimum of two years of service may apply for an unpaid leave. Granting of the unpaid leave is subject to the operational requirements of the Employer and shall not be unreasonably withheld. The Employer shall notify the employee of whether or not the leave has been granted by no later than fifteen (15) days following the date of the application for the leave. Approved leave requests under these circumstances will not exceed two (2) approved requests during any two (2) year period to a maximum of ninety (90) combined total days.

21.03 Sick Leave

Employees shall be entitled to paid sick leave for up to five (5) days per year. If illness prevents a team member from performing normal duties or causes a team member to be absent from work, they must report the situation to their manager or supervisor at least one (1) hour prior to the start of their shift.

An employee will be allowed sick leave with pay for a period of three (3) days without producing medical evidence. However, in the event that the Manager or Delegate is not satisfied that such absence is caused by illness, such Manager or Delegate may, at their discretion, require medical evidence. The employer agrees to pay any costs associated with obtaining the required medical evidence.

Employees that do not use any sick days during a calendar year shall earn one (1) gratuity day. Employees shall be entitled to bank up to four gratuity days, with the ability to use them as sick days.

#### 21.04 Family Responsibility Leave

An employee is entitled to up to five (5) unpaid days per calendar year for the express purpose of providing for the needed care, education, or health interests of their close family.

All employees who have completed the probationary period may utilize up to five (5) paid sick days or two (2) paid gratuity days and three (3) unpaid days per calendar year for Family Responsibility Leave. The express purpose of providing for the needed care, education, or health interests of their immediate family.

Immediate family is defined as the employee's wife, husband, child, ward, brother, sister, parent, parent-in-law, grandparent, grandchild, guardian or common-law spouse. To assist in the scheduling of work assignments, each employee should provide as much notice as possible to their supervisor prior to taking Family Responsibility Leave. It is recognized however, that the exercise of Family Responsibility Leave may not allow the employee sufficient time to provide much notice of impending absence. Therefore, it is a requirement that each established contact with their supervisor at the start of each day of Family Responsibility Leave taken.

#### 21.05 Bereavement Leave

- A. Employees will be granted up to three (3) days without pay in the event of a death in the immediate family. (Employees may use three (3) sick or three (3) gratuity days for bereavement leave):
  - i. The term immediate family shall cover the following family members: Spouse, common-law spouse, mother, father, child, sister, brother, grandparent, grandchild, mother-in-law, father-in-law, or another relative residing in the same residence as the Employee.
  - ii. One (1) day without pay shall be given in the event of a death of the Employee's brother-in-law, sister-in-law, son-in-law, and daughter-in-law, or close family friend.
  - iii. For self-identifying Indigenous employees, this leave will also be granted for the passing of an Elder close to them and/or the community, as well as any individual the employee considers a close family member consistent with the cultural norms of their community.
  - iv. Should the employee require time off as a result of the death of a family member

not listed in this Article, the manager or supervisor will give consideration to an employee's request on short notice to utilize earned vacation or other time banks for a duration of paid time off not to exceed three (3) working days or other such period as may be deemed appropriate in the circumstances. Such consideration will take into account operational considerations, but will not be unreasonably withheld.

- B. Upon request this leave may be extended further at the employer's discretion to address circumstances, such as, but not limited to, significant out-of-town travel arrangements.

#### 21.06 Domestic Violence Leave

The employer recognizes that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance and performance at work.

Employees experiencing domestic violence will be able to access up to five (5) paid days and five (5) unpaid days. Employees may access up to five (5) days of paid sick leave, or three (3) gratuity days, for attendance at medical appointments, legal proceedings and any other necessary activities. This leave will be in conjunction with existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day, upon approval. Employees that have exhausted their leave entitlements can utilize their vacation or will be provided time off without pay.

The employee and employer will only disclose relevant information on a "need to know" basis to protect confidentiality while ensuring workplace safety.

#### 21.07 Leaves of Absence for Union Business

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

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

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

- (b) reasonable notice is given of the date and duration of such time off.

#### 21.08 Personal Leave

Full Time Employees who have completed probation will be granted three (3) Personal Days with pay.

Part Time Employees who have completed probation will be granted one (1) Personal Day with pay.

Personal days will include but not be limited to: sick leave, family leave, menstruation leave,

Indigenous Ceremony leave, religious ceremony leave.

## Article 22 Conditions of Employment and Working Rules

1. Every Employee will wear company-supplied uniforms at all times.
2. Full Time employees shall receive up to ninety dollars (\$90.00) for pants and eighty dollars (\$80.00) for slip resistant shoes per calendar year. Administration of the uniform allowance is at the employer's discretion.
3. Part Time employees shall receive up to sixty dollars (\$60.00) for pants and forty dollars (\$40.00) for slip resistant shoes per calendar year. Administration of the uniform allowance is at the employer's discretion.
4. Every Employee will keep the uniforms clean (wash and wear), at their own expense.
5. Employees will exchange worn uniform shirts for new ones at no cost to them.
6. Employees who leave employment will return the uniform shirts they receive.
7. Both the Employer and Employees will be respectful and courteous at all times to other employees, the general public, the students, and all staff. Disrespectful or discourteous conduct will be cause for discipline up to and including dismissal.
8. Employees on the afternoon and night shift shall normally work in pairs.

## Article 23 Employee Accidents at Work

- 23.01 The accident must be reported immediately to the supervisor or manager, and the employee must complete WCB form 6A within 24 hours of becoming aware of the injury unless the severity of the accident prevents the employee from contacting the employer within the outlined time frames.
- 23.02 First Aid kits are available for use in minor injuries.
- 23.03 If an employee reports to a doctor or hospital, the employee must notify and report to the supervisor or manager within twenty-four (24) hours at the employee's expense
- 23.04 All employees must make themselves aware of the location that holds information on chemicals used on the job site and the recommended antidote material and treatment.
- 23.05 For the Burnaby campus the nearest hospital is at: Royal Columbian, 330 E Columbia St, New Westminster. For the Surrey Campus: Surrey Memorial 13750 96 Ave Surrey. For the Vancouver campus: St. Paul's Hospital 1081 Burrard St. Vancouver.
- 23.06 The telephone number for emergency treatment at Burnaby is: 778.782.4500. Or hospital 604.520.4253. The telephone number for emergency treatment in Surrey is 778.782.7511. The telephone number for emergency treatment in Vancouver is 604.682.2344.

## Article 24 Responsibilities of Employees

- 24.01 To achieve the highest degree of professionalism we want all of our employees to be knowledgeable.
- 24.02 All employees, after being hired will attend the employer's mandatory safety training

course provided without charge by the Employer. Employees must complete the course prior to the start of the first shift. The employee shall be paid at the probationary rate and the training shall be considered as part of the probation period.

24.03 All employees must attend four (4) hours of training in any subsequent year of employment. This training will be provided without cost, and attendance will be considered paid work time.

24.04 The union and management are in agreement that keys, security cards and payroll identification cards are the responsibility of the employees, the loss of which could result in a dismissal or reduction of pay.

## Article 25 Contracting Out

### 25.01 No Lay-off of Employees

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

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

- (a) The employer does not have the equipment or facilities necessary to perform the required service; or
- (b) The employer does not have the employees who performed such work or are qualified in such work; or
- (c) An emergency occurs

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

## Article 26 Preventing Violence in the Workplace

The parties agree to utilize a joint committee to work on policies and procedures to prevent violence in the workplace.

## Article 27 Enabling Clause

When, in the opinion of both parties, it is deemed beneficial to the employer and the union members, the terms and conditions of the Collective Agreement may be modified. Such mutually agreed modifications to the Collective Agreement shall be by Letter of Understanding and may be for one specific project, for a type of work, for a specific area, or for a specific period of time.

The parties will establish workable procedures for the drafting of such Letters of Understanding.

## Article 28 Definitions

### Employee

The term 'Employee' shall mean any person employed by BEST Service Pros Ltd whose position is included in the Union by:

1. The certification granted to the Union by the Labour Relations Board of British Columbia; or
2. Any decision by the Labour Relations Board of British Columbia that alters the original certification granted to the Union.

### Permanent Employee

A permanent employee shall mean an employee hired with no predetermined termination date.

### Temporary Employee

1. A temporary employee is an employee hired with a predetermined termination date. If a temporary employee continues for longer than four (4) months of continuous employment in the same position, the employee shall be considered a 'permanent employee'. If a temporary position is extended beyond four (4) months, the Employer will provide the Union with written notice within seven (7) working days of the extension. A temporary employee is given an option for permanent status if a temporary position is extended beyond four (4) months.
2. Where a temporary position is created to fill in a permanent position on job protected leave, upon the return of the permanent employee, the temporary employee will be laid off and placed on the recall list. Their accrued seniority will be maintained while on the recall list.

### Casual On-Call Employee

1. Casual On-Call employees provide service in an irregular, intermittent basis. Work availability is determined by the event-based needs of Simon Fraser University and its clients. These employees have no set schedule and no expectation of consistent or regular hours of work. However, casual employees shall not exceed eight (8) hours per day or forty (40) hours per week or five (5) days in a standard work week, unless overtime rates apply.
2. The Employer agrees the use of Casual On-Call employees will not result in the reduction of hours for regular full-time and part-time employees. The Employer will provide to the Union every six (6) months, a list containing the dates and number of hours worked for all Casual On-Call employees that worked in the past six (6) months.
3. Casual On-Call employees will be given priority for consideration when applying to a Permanent or Temporary posting.
4. Casual On-Call employees are subject to all provisions of the collective agreement, with the exception of the following:
  - Article 7 Seniority
  - Article 8 Hours of Work
  - Article 11 Medical and Dental
  - Article 12 Annual Vacations
  - Article 14.03 Leave of Absence for Union Business
  - Article 21 Leave of Absence

As such, the parties recognize these provisions shall be governed by the applicable provisions of the Employment Standards Act.

5. Casual On-Call employees will be entitled to the paid holidays listed in Article 13.01, except when such a holiday occurs during the first thirty (30) calendar days of employment. The following will apply:
  - (a) Employees working at least fifteen (15) of the thirty (30) calendar days prior to a paid holiday will be eligible for an average day's pay for the holiday.

6. Casual employees are entitled to five (5) days of paid sick leave after ninety (90) consecutive days of employment and up to three (3) days of unpaid leave.

For each day of the paid sick leave, employees are entitled to an average day's pay based on the Employment Standards Act – Section 49.1 Illness or Injury Leave formula.

#### Full-Time

A full-time employee shall mean a permanent or temporary employee whose work week averages thirty-seven and a half (37.5) hours (excluding overtime).

#### Part-Time

A part-time employee shall mean a permanent or temporary employee whose work week averages less than thirty-seven and a half (37.5) hours (excluding overtime).

### Article 29 No Discrimination or Harassment

#### No Discrimination

The Employer and the Union agree that no employee or prospective employee shall, in any manner, be discriminated against or coerced, restrained or influenced on account of membership in the Union, or by reason of Indigenous identity, race, colour, ancestry, place of origin, religion, marital status, family status, physical or mental disability, sex, sexual orientation, or age in accordance with the Human Rights Code of British Columbia (RSBC 1996, 7.1 (b)) and its regulation. In particular, there shall be no such discrimination in relation to hiring, promotion, wages, discipline, dismissal, or any other conditions of employment.

The parties further agree that future changes to the enumerated ground of discrimination under the Human Rights Code shall be deemed incorporated into this article as at the time of legislative change.

#### No Harassment

The Union and the Employer recognize the rights of employees to work in an environment free from harassment. Matters related to harassment will be resolved following the Employer's internal policy and *WorkSafeBC* guidelines.

Signed in the City of Burnaby, BC. This 16<sup>th</sup> day of December, 2025

*Greg Bratland*

\_\_\_\_\_  
**Greg Bratland**

*Shaneza Bacchus*

Shaneza Bacchus (Dec 18, 2025 11:33:09 PST)

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**Shaneza Bacchus**

*Jenn Mok*

Jenn Mok (Dec 17, 2025 07:35:31 PST)

\_\_\_\_\_  
**Jenn Mok**

**ON BEHALF OF THE EMPLOYER**

**ON BEHALF OF THE UNION**

## Appendix A Wage Schedule

### Minimum Wage Adjustment

If the government of British Columbia raises the minimum wage the Employer shall increase employee wages so that no employee is making less than five percent (5%) above minimum wage. In the event that two or more classifications are affected by a minimum wage increase, the higher classification will receive a one percent (1%) greater increase than the classification below it. The minimum wage adjustment shall take effect prior to any general wage increase. Any premiums paid by the Employer shall be top of the wages or minimum wage adjustment.

### Wage scale effective April 1, 2023

To align the Collective Agreement with the Employer's contract at SFU, effective April 1<sup>st</sup>, 2023 to April 31<sup>st</sup>, 2023 the base rate shall increase from \$17.50 to \$19.00. All shift and position premiums as stated below are in effect April 1<sup>st</sup>, 2023.

Project Work, Event Set Up, Seasonal Move In/Outs Premium - \$1.19  
 Lead Hand Premium - \$1.79  
 Night Shift Premium - \$0.70

### Wage scale effective May 1, 2023

Effective May 1<sup>st</sup>, 2023 the base rate shall increase from \$18.70 to \$21.72. All shift and position premiums as stated below are in effect May 1<sup>st</sup>, 2023.

### Permanent Employees

Position Base	Base Rate	Post Probation (90 days)	Total Wage
FT Custodian	\$21.72	Paid benefits	\$21.72
PT Custodian	\$21.72	+\$2.22 in lieu of benefits and 2 personal days	\$23.94

### Temporary & Casual On-Call Employees

Position Base	Base Rate	Post 120 Hours	Total Wage
Temporary & Casual On-Call Custodian	\$21.72	+\$2.36 in lieu of benefits and personal days	\$24.08

Project Work, Event Set-Up, Seasonal Move In/Outs Premium - \$1.19  
 Lead Hand Premium - \$1.79  
 Night Shift Premium - \$0.70

### Wage Increases:

Employees will receive wage increases as referenced in LOU#1 When applicable the Employer will have sixty (60) days to increase wages. If the cumulative amount of such wage increases is lesser

than two percent (2%) in any given year of the Collective Agreement (as assessed annually on May 1), employees will receive a further wage increase to ensure a minimum annual increase of two percent (2%) to the base rate.

All premiums listed above shall receive a \$0.10 increase May 1<sup>st</sup>, 2025.

### Option to forgo

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

New hires with less than one (1) year's Simon Fraser University cleaning experience will during the probationary period receive a wage that is seventy-five cents (0.75) per hour less than the wage classification they are hired for.

## Job Descriptions

### Positions

- Custodian
  - Duties include dusting, vacuuming, dry mopping, garbage removal, recycling, polishing, cleaning bathroom fixtures, spot cleaning, damp mopping, washing, light scrubbing floors, spot cleaning of carpets, cleaning windows, polishing floors, moving furniture as required, and operating compactor and other janitorial maintenance equipment.
- Project Worker
  - In addition to duties of Custodian duties include, the Project Worker is responsible for waxing and stripping floors, window and fixture cleaning, carpet extraction, pressure washing, furniture cleaning, scrubbing floors, light maintenance of janitorial equipment and reporting and record keeping on maintenance logs.
- Custodian – Events Set Up
  - In addition to duties of Custodian duties include, is responsible for lifting and moving furniture, set up and take down of event rooms for large gatherings, banquets, meetings and corporate functions based on work orders provided by SFU.
- Lead Hand
  - A designated employee who, in addition to their regular duties, is responsible for the training and leading of other employees, coordinating workflow, and the promotion of safe and efficient work habits.
- Seasonal Student Move Outs will be paid Project Worker rate

## Appendix B Health and Safety

### Division 4 - Joint Committees and Worker Representatives

#### When a Joint Committee is Required

- 125 An employer must establish and maintain a joint health and safety committee
- (a) in each workplace where 20 or more workers of the employer are regularly employed, and
  - (b) in any other workplace for which a joint committee is required by order.

#### Variations in Committee Requirements

- 126 (1) Despite section 125, the Board may, by order, require or permit an employer to establish and maintain
- (a) more than one joint committee for a single workplace of the employer,
  - (b) one joint committee for more than one workplace or parts of more than one workplace of the employer, or
  - (c) one joint committee for the workplace or parts of the workplaces of a number of employers, if the workplaces are the same, overlapping or adjoining.
- (2) An order under subsection (1) may
- (a) specify the workplace, workplaces or parts for which a joint committee is required or permitted, and
  - (b) provide for variations regarding the practice and procedure of a joint committee from the provisions otherwise applicable under this Part or the regulations.

#### Membership of Joint Committee

- 127 A joint committee for a workplace must be established in accordance with the following:
- (a) it must have at least 4 members or, if a greater number of members is required by regulation, that greater number;
  - (b) it must consist of worker representatives and employer representatives;
  - (c) at least half the members must be worker representatives;
  - (d) it must have 2 co-chairs, one selected by the worker representatives and the other selected by the employer representatives.

#### Selection of Worker Representatives

- 128 (1) The worker representatives on a joint committee must be selected from workers at the workplace who do not exercise managerial functions at that workplace, as follows:
- (a) if the workers are represented by one or more unions, the worker representatives are to be selected according to the procedures established or agreed on by the union or unions;
  - (b) if none of the workers are represented by a union, the worker representatives are to be elected by secret ballot;

- (c) if some of the workers are represented by one or more unions and some are not represented by a union, the worker representatives are to be selected in accordance with paragraphs (a) and (b) in equitable proportion to their relative numbers and relative risks to health and safety;
  - (d) if the workers do not make their own selection after being given the opportunity under paragraphs (a) to (c), the employer must seek out and assign persons to act as worker representatives.
- (2) The employer or a worker may request the Board to provide direction as to how an election under subsection (1) (b) is to be conducted.
- (3) The employer, or a union or a worker at a workplace referred to in subsection (1) (c), may request the Board to provide direction as to how the requirements of that provision are to be applied in the workplace.

### **Selection of Employer Representatives**

- 129 (1) The employer representatives on a joint committee must be selected by the employer from among persons who exercise managerial functions for the employer and, to the extent possible, who do so at the workplace for which the joint committee is established.
- (2) For certainty, an individual employer may act as an employer representative.

### **Duties and functions of Joint Committee**

- 130 A joint committee has the following duties and functions in relation to its workplace:
- (a) to identify situations that may be unhealthy or unsafe for workers and advise on effective systems for responding to those situations;
  - (b) to consider and expeditiously deal with complaints relating to the health and safety of workers;
  - (c) to consult with workers and the employer on issues related to occupational health and safety and occupational environment;
  - (d) to make recommendations to the employer and the workers for the improvement of the occupational health and safety and occupational environment of workers;
  - (e) to make recommendations to the employer on educational programs promoting the health and safety of workers and compliance with this Part and the regulations and to monitor their effectiveness;
  - (f) to advise the employer on programs and policies required under the regulations for the workplace and to monitor their effectiveness;
  - (g) to advise the employer on proposed changes to the workplace or the work processes that may affect the health or safety of workers;
  - (h) to ensure that accident investigations and regular inspections are carried out as required by this Part and the regulations;
  - (i) to participate in inspections, investigations and inquiries as provided in this Part and the regulations;
  - (j) to carry out any other duties and functions prescribed by regulation.

## Joint Committee Procedure

- 131 (1) Subject to this Part and the regulations, a joint committee must establish its own rules of procedure, including rules respecting how it is to perform its duties and functions.
- (2) A joint committee must meet regularly at least once each month, unless another schedule is permitted or required by regulation or order.

## Assistance in resolving disagreements within Committee

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

## Employer must respond to Committee recommendations

- 133 (1) This section applies if a joint committee sends a written recommendation to an employer with a written request for a response from the employer.
- (2) Subject to subsections (4) and (5), the employer must respond in writing to the committee within 21 days of receiving the request, either
- a) indicating acceptance of the recommendation, or
  - b) giving the employer's reasons for not accepting the recommendation.
- (3) If the employer does not accept the committee's recommendations, a co-chair of the committee may report the matter to the Board, which may investigate and attempt to resolve the matter.
- (4) If it is not reasonably possible to provide a response before the end of the 21-day period, the employer must provide within that time a written explanation for the delay, together with an indication of when the response will be provided.
- (5) If the joint committee is not satisfied that the explanation provided under subsection (4) is reasonable in the circumstances, a co-chair of the committee may report this to the Board, which may investigate the matter and may, by order, establish a deadline by which the employer must respond.
- (6) Nothing in this section relieves an employer of the obligation to comply with this Part and the regulations.

## Time from work for meetings and other Committee functions

- 134 (1) A member of a joint committee is entitled to time off from work for
- (a) the time required to attend meetings of the committee, and
  - (b) other time that is reasonably necessary to prepare for meetings of the committee and to fulfill the other functions and duties of the committee.
- (2) Time off under subsection (1) is deemed to be time worked for the employer, and the employer must pay the member for that time.

## Educational Leave

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

- (2) A member of the joint committee may designate another member as being entitled to take all or part of the member's educational leave.
- (3) The employer must provide the educational leave under this section without loss of pay or other benefits and must pay for, or reimburse the worker for, the costs of the training course and the reasonable costs of attending the course.

### Other Employer obligations to support Committee

- 136
- (1) The employer must provide the joint committee with the equipment, premises and clerical personnel necessary for the carrying out of its duties and functions.
  - (2) On request of the joint committee, the employer must provide the committee with information respecting
    - (a) the identification of known or reasonably foreseeable health or safety hazards to which workers at the workplace are likely to be exposed,
    - (b) health and safety experience and work practices and standards in similar or other industries of which the employer has knowledge,
    - (c) orders, penalties and prosecutions under this Part or the regulations relating to health and safety at the workplace, and
    - (d) any other matter prescribed by regulation.

### Committee Reports

- 137
- (1) After each joint committee meeting, the committee must prepare a report of the meeting and provide a copy to the employer.
  - (2) The employer must
    - (a) if so requested by a union representing workers at the workplace, send a copy of the reports under subsection (1) to the union,
    - (b) retain a copy of the reports for at least 2 years from the date of the joint committee meeting to which they relate, and
    - (c) ensure that the retained reports are readily accessible to the joint committee members, workers of the employer, officers and other persons authorized by the Board or the minister.

### Employer must post Committee information

- 138
- At each workplace where workers of an employer are regularly employed, the employer must post and keep posted
- (a) the names and work locations of the joint committee members,
  - (b) the reports of the 3 most recent joint committee meetings, and
  - (c) copies of any applicable orders under this Division for the preceding 12 months.

### Worker Health and Safety Representative

- 139
- (1) A worker health and safety representative is required
    - (a) in each workplace where there are more than 9 but fewer than 20 workers of the employer regularly employed, and

- (b) in any other workplace for which a worker health and safety representative is required by order of the Board.
- (2) The worker health and safety representative must be selected in accordance with section 128 from among the workers at the workplace who do not exercise managerial functions at that workplace.
- (3) To the extent practicable, a worker health and safety representative has the same duties and functions as a joint committee.
- (4) Sections 133 to 136 apply in relation to a worker health and safety representative as if the representative were a joint committee or member of a joint committee.

## Participation of Worker Representative in Inspections

140 If

- (a) this Part or the regulations give a worker representative the right to be present for an inspection, investigation or inquiry at a workplace, and
  - (b) no worker representative is reasonably available,
- the right may be exercised by another worker who has previously been designated as an alternate by the worker representative.

## Appendix B - Health & Safety

### Refusal of Unsafe Work

#### 3.12 Procedure for Refusal

- (1) A person must not carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment if that person has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.
- (2) A worker who refuses to carry out a work process or operate a tool, appliance or equipment pursuant to subsection (1) must immediately report the circumstances of the unsafe condition to his or her supervisor or employer.
- (3) A supervisor or employer receiving a report made under subsection (2) must immediately investigate the matter and
  - (a) ensure that any unsafe condition is remedied without delay, or,
  - (b) if in his or her opinion the report is not valid, must so inform the person who made the report.
- (4) If the procedure under subsection (3) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, the supervisor or employer must investigate the matter in the presence of the worker who made the report and in the presence of;
  - (a) a worker member of the joint committee,
  - (b) a worker who is selected by a trade union representing the worker, or
  - (c) if there is no joint committee or the worker is not represented by a trade union, any other reasonably available worker selected by the worker.
- (5) If the investigation under subsection (4) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, both the supervisor, or the employer, and the worker must immediately notify an officer, who must investigate the matter without undue delay and issue whatever orders are deemed necessary.

#### No discriminatory action

- (1) A worker must not be subject to discriminatory action as defined in section 150 of Part 3 of the Workers Compensation Act because the worker has acted in compliance with section 3.12 or with an order made by an officer.
- (2) Temporary assignment to alternative work at no loss in pay to the worker until the matter in section 3.12 is resolved is deemed not to constitute discriminatory action.

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

## Part 5 Chemical Agents and Biological Agents

### Workplace Hazardous Materials Information System (WHMIS)

#### 5.3 Application

- (1) Sections 5.3 to 5.19 (the WHMIS Requirements) apply to employers and workers with respect to controlled products used, stored or handled at a workplace, except as provided in subsections (2) to (4).
- (2) The provisions concerning a supplier label and MSDS do not apply if the controlled product is
  - (a) an explosive within the meaning of the Explosives Act (Canada),
  - (b) a cosmetic, device, drug or food within the meaning of the Food and Drugs Act (Canada),
  - (c) a control product within the meaning of the Pest Control Products Act (Canada),
  - (d) a prescribed substance within the meaning of the Atomic Energy Control Act (Canada) or any successor legislation, or
  - (e) a product, material or substance packaged as a consumer product and in quantities normally used by the consuming public.
- (3) The provisions do not apply if the controlled product is
  - (a) wood or a product made of wood,
  - (b) tobacco or a product made of tobacco,
  - (c) a manufactured article, or
  - (d) being transported or handled pursuant to the requirements of the Transportation of Dangerous Good Act, 1992 (Canada) or the Transport of Dangerous Goods Act.
- (4) The provisions do not apply to a hazardous waste, except that the employer must ensure the safe storage and handling of a hazardous waste generated at the workplace through the combination of worker education and the information required by this Regulation.

**Note:** For products partially or completely exempted from WHMIS by subsections (2) to (4), the general information requirements of section 5.2 must be met. Also, information requirements are specified elsewhere for particular groups of substances, for example, hazardous wastes in sections 5.76 to 5.81; pesticides in Part 6 (Substance Specific Requirements), and explosives in Part 21 (Blasting Operations).

#### 5.4 Prohibition

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

## 5.5 WHMIS Program

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

- (a) addresses applicable WHMIS Requirements including education and training, and
- (b) is reviewed at least annually, or more frequently if required by a change in work conditions or available hazard information.

## 5.6 Worker Education

- (1) An employer must ensure that general WHMIS education, as it pertains to the workplace, is provided to workers on the
  - (a) elements of the WHMIS program,
  - (b) major hazards of the controlled products in use in the workplace,
  - (c) rights and responsibilities of employers and workers, and
  - (d) content required on labels and MSDSs, and the significance of this information.
- (2) The employer must ensure that a worker who works with or in proximity to a controlled product received from a supplier has access to all hazard information received from the supplier concerning that controlled product as well as any further hazard information of which the employer is aware or ought to be aware concerning the use, storage and handling of that product.
- (3) If a controlled product is produced in a workplace, the employer must ensure that a worker who works with or in proximity to that controlled product has access to all hazard information of which the employer is aware or ought to be aware concerning that product and its use, storage and handling.

## 5.7 Worker training

- (1) An employer must ensure that a worker who works with or in proximity to a controlled product is instructed in
  - (a) procedures for the safe use, storage, handling and disposal of the controlled product,
  - (b) the safe use, storage, handling and disposal of a controlled product contained or transferred in
    - (i) a pipe or a piping system including valves,
    - (ii) a process or reaction vessel, or
    - (iii) a tank car, tank truck, ore car, conveyor belt or similar conveyance,
  - (c) procedures to be followed if the controlled product escapes from equipment, or from another product, and
  - (d) procedures to be followed in case of an emergency involving a controlled product.
- (2) Instruction required by subsection (1) must be specific to the workplace and cover the safe work procedures and emergency response procedures to be used in the workplace.

**Note:** Two checklists to assist with the implementation of sections 5.5 to 5.7 have been issued by the national WHMIS Current Issues Committee. They are provided in the WorkSafeBC publication *WHMIS at Work*. [\[PDF 2 MI\]](#)

- The Implementation Plan Checklist addresses items under topics of: responsibilities, inventory, labelling/MSDSs, hazard evaluation, workplace controls, emergency procedures, education/training and program evaluation.
- The Education and Training Checklist addresses program development, instruction and follow-up.

## 5.8 Supplier Label

- (1) An employer must ensure that the container of a controlled product or a controlled product received at a workplace is labelled with a supplier label.
- (2) Subject to sections 5.8(3) and 5.18, as long as any amount of a controlled product remains in a workplace in the container in which it was received from the supplier, an employer must not remove, deface, modify or alter the supplier label.
- (3) If a label applied to a controlled product or a container of a controlled product becomes illegible or is accidentally removed from the controlled product or the container, the employer must replace the label with either a supplier label or a workplace label.
- (4) An employer who has receive a controlled product in a multi-container shipment where the individual containers have not been labelled by the supplier must apply to each container a label that meets the requirements of the *Controlled Products Regulations* (Canada).
- (5) If a controlled product imported under section 23 of the *Controlled Products Regulations* (Canada) is received at the workplace without the supplier label, the employer must apply a label that meets the requirements of that regulation.
- (6) An employer who has received a controlled product transported as a bulk shipment must
  - (a) apply a supplier label to the container of the controlled product or to the controlled product at the workplace, or
  - (b) where, pursuant to section 15 of the *Controlled Products Regulations* (Canada) the supplier is not required to label a controlled product transported as a bulk shipment, an employer must apply a workplace label to the container of the controlled product or to the controlled product at the workplace.

## 5.9 Workplace label for employer-produced products

- (1) If an employer produces a controlled product at a workplace, the employer must ensure that a workplace label is applied to the controlled product or the container of the controlled product.
- (2) For purposes of subsection (1), "produces" does not include the escape of a controlled product from equipment or from another product.
- (3) (Subsection (1) does not apply when the controlled product is in a container that is intended to contain the controlled product for sale or distribution and the container is or is about to be appropriately labeled.

## 5.10 Workplace label for decanted products

- (1) If a controlled product in a workplace is in a container other than the container in which it was received from a supplier, the employer must ensure that the container has a workplace label applied to it.
- (2) Subsection (1) does not apply to a portable container that is filled directly from a container that has a supplier label or workplace label applied to it
  - (a) if the controlled product
    - (i) is under the control of and is used exclusively by the worker who filled the portable container,
    - (ii) is used only during the shift in which the portable container was filled, and
    - (iii) the content of the container is clearly identified, or
  - (b) if all of the controlled product is required for immediate use.

## 5.11 Piping systems and vessels

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

- (a) a pipe, or piping system including valves,
- (b) a process or reaction vessel, or
- (c) a tank car, tank truck, ore car, conveyor belt or similar conveyance,

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

## 5.12 Placard identifiers

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

- (a) discloses the information required for a workplace label, and
- (b) is of a size and in locations so that the information is conspicuous and clearly legible to workers.

## 5.13 Laboratory label

- (1) A label for a container of a controlled product that originates from a laboratory supply house and is packaged in quantities of less than 10 kg (22 lbs.) for each container and that is intended for use in a laboratory must disclose
  - (a) a product identifier,
  - (b) where an MSDS is available, a statement indicating that fact, and
  - (c) the risk phrases, precautionary measures, and first aid measures applicable to the product.

- (2) The employer must ensure that the contents of a container of a controlled product are clearly identified on the container if
  - (a) the container is not the container in which the controlled product was received from the supplier, and
  - (b) the employer intends to use the controlled product, or it is, in the normal course of business, used, exclusively in a laboratory.
- (3) The employer must ensure that a controlled product undergoing analysis, tests or evaluations in a laboratory is clearly identified.

## 5.14 Supplier MSDS

- (1) An employer who acquires a controlled product for use at a workplace must obtain a supplier MSDS for that controlled product if the supplier is required to prepare an MSDS.
- (2) When a supplier MSDS obtained under subsection (1) for a controlled product is 3 years old, the employer must, if possible, obtain from the supplier an up-to-date supplier MSDS for the controlled product if any of the product remains in the workplace.
- (3) If the employer is unable to obtain an MSDS as required by subsection (2), the employer must add to the existing supplier MSDS any new hazard information of which the employer is aware or ought reasonably to be aware, applicable to that controlled product on the basis of the ingredients disclosed in that document.
- (4) The employer may provide at a workplace an MSDS in a format different from the format provided by the supplier or containing additional hazard information if the MSDS provided by the employer
  - (a) subject to section 5.18, contains at least the content of the supplier MSDS, and
  - (b) the supplier MSDS is available at the workplace and the MSDS provided by the employer indicates that fact.

## 5.15 Employer MSDS

- (1) If an employer produces a controlled product in the workplace, the employer must prepare an MSDS for the product which discloses, subject to section 5.18, the information required under the *Controlled Products Regulations (Canada)*.
- (2) For the purpose of subsection (1), "produces" does not include the escape of a controlled product from equipment or from another product nor does it include intermediate products undergoing reaction within a reaction or process vessel.
- (3) The employer must update the MSDS referred to in subsection (1)
  - (a) as soon as practicable after new hazard information becomes available to the employer, and
  - (b) at least every 3 years.

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

[Note updated October 10, 2001.]

## 5.16 Availability of an MSDS

- (1) An employer must ensure that a copy of an MSDS required by sections 5.14 or 5.15 is made readily available
  - (a) at the workplace to workers who may be exposed to the controlled product, and
  - (b) to the joint committee or to the worker health and safety representative, as applicable.
- (2) If an employer is required by subsection (1) to make an MSDS readily available, it may be made available on a computer system if the employer
  - (a) takes all reasonable steps to keep the system in active working order,
  - (b) makes the MSDS readily available on the request of a worker, and
  - (c) provides training in accessing computer-stored MSDS to
    - (i) one or more workers working at a workplace where the MSDS is available on a computer terminal, and
    - (ii) members of the joint committee or the worker health and safety representative, as applicable.

## 5.17 Deletions from an MSDS

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

## 5.18 Confidential business information

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

- (a) the chemical identity or concentration of an ingredient of a controlled product,
- (b) the name of any toxicological study that identifies an ingredient of a controlled product,
- (c) the chemical name, common name, generic name, trade name or brand name of a controlled product, or
- (d) information that could be used to identify a supplier of a controlled product,

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

## 5.19 Claims under the HMIR Act

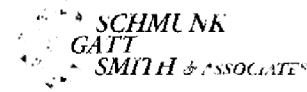
- (1) A claim under section 5.18 must be made to the commission established under the *Hazardous Materials Information Review Act (Canada)* and must be filed in accordance with the procedures established under that Act and the regulations made under it.
- (2) Information that an employer considers to be confidential business information is exempt from disclosure from the time a claim is filed under section 5.18 until the claim is finally determined by the commission and for a period of 3 years after that if the claim is found to be valid.

- (3) An employer who makes a claim under section 5.18 must abide by the decisions and orders of the commission.
- (4) An appeal from a decision made by the commission under this section may be made under and in accordance with the provisions of the *Hazardous Materials Information Review Act* (Canada) and any regulations made under that Act.

(5)

## Appendix C Health and Dental Coverage

Summary of Benefits – Best Service Pros Ltd.  
SFU Frontline Workers  
New Class



Benefit	Details
Extended Health Services (EHC)	<ul style="list-style-type: none"> <li>• Annual Deductible: Nil</li> <li>• Prescription Drugs Plan: 80% - Mandatory Generic with Pay Direct Drug Card</li> <li>• Dispensing Fee Cap: Amount in Excess of \$7 will be paid for by employee</li> <li>• EHC Coinsurance: 80%</li> <li>• Paramedical Services: \$300 per practitioner per person per calendar year                             <ul style="list-style-type: none"> <li>○ Acupuncturist, Chiropractor, Dietician (Doctor's note required), Massage Therapist, Naturopath, Osteopath, Physiotherapist/Athletic Therapist, Podiatrist/Chiropodist, Psychologist/Master of Social Work/Registered Clinical Counsellor, and Speech Therapist/Pathologist</li> </ul> </li> <li>• Private Duty Nursing: \$10,000 per person per calendar year</li> <li>• Orthopedic Shoes: 2 pairs per person per 12 months – up to \$300 per pair</li> <li>• Orthotics: \$300 per person per calendar year</li> <li>• Hearing Aids: \$500 per person per 60 months</li> <li>• Hospital Accommodation: Semi-Private</li> <li>• Eye Exams: One per person every 24 months</li> <li>• Emergency Travel Services: \$5,000,000 per person per incident – 60 day limit</li> <li>• Termination Age: Employee's age of 75</li> </ul>
Dental Care	<ul style="list-style-type: none"> <li>• Annual Deductible: Nil</li> <li>• Basic Services: 80% - \$1,000 per person per calendar year</li> <li>• Recall Exams: 1 every 6 months</li> <li>• Termination Age: Employee's age of 75</li> </ul>

## Letter of Understanding #1

### Living Wage Calculation

BEST follows the Living Wages for Families guidelines in determining compensation for its Employees at all SFU campuses and residences. Should living wage increase in the Greater Vancouver Area after the collective agreement is ratified, BEST will have sixty (60) days to implement changes following Appendix A. This document serves to summarize major articles within the collective agreement as per living wage guidelines as follows:

1. All employees shall be paid the base rate as calculated following the Living Wage for Families online calculator <https://livingwage.github.io/>
2. Upon completion of probation Full Time employees shall be enrolled in the employer's group health benefit plan and be eligible for three (3) paid personal days per year.
3. Upon completion of probation Part Time employees shall be eligible for one (1) paid personal day per year and receive an increase in hourly rate equivalent to living wage in lieu of receiving health benefits and two (2) paid personal days.
4. Upon completion of one hundred twenty (120) hours of work, Casual and Temporary employees shall receive an increase in hourly rate equivalent to living wage in lieu of receiving health benefits and paid personal days.
  - 4.1 Confirmation of the one hundred twenty (120) hours worked will be calculated based off the employer's monthly hours report. Any wages owed will be paid the following month.
5. In the event an employee's employment status changes, all applicable Living Wage guidelines will be applied following Appendix A. Example, Casual employee who has worked over one hundred twenty (120) hours making \$21.72 + \$2.36 in lieu of benefits and personal days becomes a full-time employee, they will be enrolled in the employer's group health benefit plan, receive three (3) paid personal days and they will no longer receive the pay in lieu.

## Letter of Understanding #2

### Pension Benefit Working Group

The Employer and the Union are committed to taking part in a joint working committee to investigate and determine the feasibility in finding a pension plan that would meet the needs of all permanent employees. The parties will work together to develop potential proposal concepts in advance of the next round of contract negotiations.

Within twelve (12) months following the ratification of the collective agreement, the Employer and the Union will set dates for the joint working committee to meet.