

SCHEDULE “A” TO UNFAIR LABOUR PRACTICE COMPLAINT
UNDER SECTION 55 OF THE ACT

Complaint Summary

1. This Complaint concerns the Employer, Imperial Cleaners Limited, terminating one-third of its workforce at the Alderney Gate location because they were actively supporting a union organizing campaign.
2. The terminated employees are particularly vulnerable due to their immigration status and working in a precarious industry—contracted commercial cleaning.
3. The terminations have had a chilling effect on other employees’ willingness to exercise their rights under the Act.

Parties

4. The Complainant, Service Employees International Union, Local 2 (the “Union” or “SEIU”) is a trade union under the *Trade Union Act* and is the certified bargaining agent for employees across Canada, including but not limited to, bargaining units of employees in the contracted commercial cleaning industry in Nova Scotia.
5. The Respondent, Imperial Cleaners Limited (the “Employer” or “Imperial”) is a contractor providing commercial cleaning services at various client sites, including but not limited to, construction, commercial, and municipal sites.
6. Affected Persons are **Worker1** and **Worker2**. They are or were all employees of Imperial and in the proposed bargaining unit **Worker1** and **Worker2** are cousins and live together in Halifax.

Background

7. On October 12, 2024, Imperial hired **Worker1** as a cleaner. Imperial paid **Worker1** \$17.00/hour, to perform cleaning services at the Woodside Ferry Terminal starting in February 2025. **Worker1** regular hours of work were Monday to Friday, 8:00 a.m. – 9:00 p.m. Imperial never paid **Worker1** an overtime rate, despite **Worker1** regularly working more than forty-eight (48) hours in a week.

8. In February 2025, Imperial was successful in bidding for the Alderney Gate cleaning contract. The prior cleaning contractor assigned approximately twelve employees to service the site and, even with that staffing level, faced challenges maintaining cleaning quality due to ongoing issues at the location, including vandalism, drug paraphernalia, and conditions associated with mental health and cost-of-living crises. Imperial, by contrast, assigned only six employees to perform the same work.
9. On February 27, 2025, SEIU wrote to Halifax Regional Municipality Chief Administrative Officer Cathie O'Toole advising that, through interviews with non-union Imperial employees working at multiple HRM-owned properties, SEIU had learned that Imperial was not paying its employees a living wage as required under HRM's Living Wage Policy. SEIU advised HRM that this constituted a direct violation of the living wage requirement applicable to eligible contracts awarded under the 2022 Administrative Order.
10. On February 28, 2025, SEIU filed an application for judicial review of the Halifax Regional Municipality's decision to award the Alderney Gate cleaning contract to Imperial (the "Application for Judicial Review"). In the Application for Judicial Review, SEIU alleged Imperial should not have been awarded the contract because Imperial's bid would not provide for a fair or living wage in compliance with Procurement Policy (Administrative Order Number 2022-0120-ADM) (the "Living Wage Policy").
11. In or around late-February 2024, **Worker1** met an SEIU organizer. They discussed Khanal and other Imperial cleaners joining SEIU.
12. On Tuesday, March 4, 2025, Imperial manager, **[Imperial Mgr]** texted **Worker1** to ask about the union organizing campaign. She asked **Worker1** to provide a letter summarizing his interactions with union representatives. **Worker1** provided a short letter confirming he spoke with a union organizer and told her he was not interested in joining the union.
13. Later in March 2025, after **Worker1** provided this information to the Employer about the Union's certification efforts, Imperial rewarded him by reassigning him from Alderney Landing to the more desirable Alderney Gate site and promoting him to a supervisory role.
14. In or around the beginning of April, Imperial assigned **Worker1** supervisory duties and increased **Worker1**'s hourly wage rate to \$22.00. Other employees at Alderney Gate

were paid around \$17.00 / hour. [Worker1]’s regular hours of work as of September 2025 were Monday - Friday, 12:00 p.m. – 10:00 p.m., and most weekends. Prior to then, his shift times were irregular.

15. Despite [Worker1]’s shifts ending at 10:00 p.m., he would usually stay until 12:00 a.m. to help other employees complete their work. Imperial was aware [Worker1] worked these extra, unpaid hours.

16. In or around May 2025, [Imperial Mgr] asked [Worker1] if he knew anyone who might want to work for Imperial. [Worker1] suggested his cousin, [Worker2] might be interested. [Worker1] phoned [Worker2] who was living in Toronto, and asked if he would be interested in working for Imperial.

17. [Worker2] moved from Toronto to Halifax to take a position with Imperial. [Worker2] understood Imperial would support his application for Permanent Residency. On June 4, 2025, [Worker2] began working for Imperial as a cleaner at the Alderney Gate site. [Worker2]’s regular shifts as of September 2025 were Monday to Friday, 4:00 p.m. – 12:00 a.m., and Sunday, 3:30 p.m. – 11:00 p.m. Prior to then, his shift times were irregular.

18. In or around early-September 2025, Imperial increased the hourly wage of all employees servicing the Alderney Gate contract to \$24.50.

19. Several Imperial employees who have serviced and are currently servicing the Alderney Gate contract have precarious immigration status. A majority of the cleaners at Alderney Gate previously required permanent residency, and at least two workers in need of permanent residency were transferred or terminated from the site in September. At present, three of the six employees at Alderney Gate, including [Worker4], [Worker1] and [Worker2] continue to work under temporary permits while pursuing permanent residency. This immigration vulnerability increases the risk of coercion and their exposure to violations of the Act.

20. As a result of Imperial’s understaffing of the Alderney Gate cleaning contract, some Imperial employees worked excessive hours, and Imperial imposed unreasonably high performance expectations. Conditions at the Alderney Gate site were further strained by broader factors in the surrounding area, including nearby emergency shelters, an unsafe drug supply, and cost-of-living pressures in the downtown core,

all of which contributed to worsening site conditions and increased demands on cleaners.

21. In November 2025, **Worker1** became an active, open Union supporter. In the weeks prior, **Worker1** raised issues with Management about the unreasonable workload. He asked for help. He also asked Management for signed paperwork for his permanent residency application. Management did not respond to his request. **Worker1** explained the benefits of joining the Union and SEIU's Justice for Janitors movement to the other Imperial employees at Alderney Gate. In his discussions with other employees, **Worker1** attributed the September wage increase to SEIU's Application for Judicial Review and related advocacy. **Worker1** facilitated the other employees meeting Union organizer, Tina Oh, to talk about the Union and sign Union membership cards.
22. By November 22, 2025, **Worker1** and **Worker2** were known by most, or all, Imperial employees at Alderney Gate to be Union supporters. Along with Oh, they were the "face" of the Union.
23. On the evening of November 25, 2025, Oh met Imperial employee **Worker4** who worked at Alderney Gate, at the bus stop across the street. This was Oh's first conversation with **Worker4** about the unionization efforts. **Worker4** told Oh that she was interested in joining the Union but that her brother, **Worker5** had advised her not to. **Worker5** an Imperial employee who cleans the Halifax ferry terminals, had already submitted his permanent residency application, which is tied to his employment with Imperial. **Worker4** explained that both siblings were concerned about potential retaliation affecting his application. Oh asked **Worker4** if the three of them could meet so she could reassure **Worker5**. **Worker4** suggested that Oh speak to him at his worksite, the Halifax Ferry Terminal, but Oh declined because the Trade Union Act restricts organizing workers on work time. **Worker4** then told Oh that **Worker5** usually accompanies her after work on Wednesday evenings and that they bus home together. Oh and **Worker4** continued their conversation on the bus and at the Bridge Terminal. When **Worker4**'s second bus arrived, Oh gave her a business card, and they parted on friendly terms.
24. On the evening of November 26, 2025, Oh met the **Worker5** siblings at the same bus stop as the night before. A Punjabi SEIU janitorial member provided interpretation via telephone. Through the interpreter, **Worker5** said he would not allow his sister to join the Union because he was "good friends" with the manager at Alderney Gate **[Imperial Mgr]**. He told Oh that "they [Imperial] really don't want the union" and

added that “if Tina and Worker1 keep talking to my sister, then I will do something” to stop the Union’s organizing efforts. When the bus arrived, Oh boarded with the siblings so the interpreter could continue the conversation. Oh sat with them and held the phone for the interpreter while they travelled to the Bridge Terminal. The conversation ended there, with Worker5 stating that neither sibling supported the Union.

25. The following morning, November 27, 2025, at 10:24 a.m., [Imperial Mgr] terminated Worker1’s employment via text message. The message read:

Good morning. There is no need for you to return back to Alderney. I have dismantled your pass. He will not have access to the building any longer. If you need to discuss anything with me, please feel free to drop into the office on Monday morning effectively finished today.

26. [Imperial Mgr] then phoned Worker1 and repeated that he was “done”.

27. Imperial terminated Worker1’s employment without cause and provided no notice or pay in lieu of notice.

28. Later that day, November 27, 2025, at 4:05 p.m., shortly after he arrived for work, Imperial terminated Worker2’s employment. Worker2 noticed that Worker4 arrived early for her shift and that Worker5 was on site near the custodial room. Another employee told Worker2, “Mary told me to tell you to go home. If you want, you can talk to her in the office on Monday.” Worker2 noticed an employee accompanying Worker5 to instruct him on how to clean Worker2’s usual assigned cleaning locations.

29. Imperial terminated Worker2’s employment without cause and provided no notice or pay in lieu of notice.

30. On November 27, 2025, Imperial assigned Worker5 to work at the Alderney Gate site. Worker5 was not regularly, if ever, assigned to work at Alderney Gate.

31. On November 27, 2025, at about 4:20 p.m., SEIU filed an Application for Certification under section 23 of the Act.

32. As a result of the termination of two key Union supporters without cause, an immediate chilling effect was felt in the workplace.

Unfair Labour Practices

33. SEIU says Imperial blatantly violated sections 53(1)(a), 53(3)(a),(b),(e), and 58 of the Act by terminating **Worker1** and **Worker2**'s employment in an effort to defeat the organizing campaign and create a chilling effect on other employees.
34. Imperial and most, or all, employees at the Alderney Gate site knew **Worker1** and **Worker2** were active Union supporters. In the weeks before the terminations, **Worker1** regularly advocated for better working conditions, for the Union, and facilitated other employees meeting the Union organizer and signing Union membership cards. **Worker5** knew **Worker1** and **Worker2** were Union supporters. **Worker5** told Oh he was friends with Imperial management, that Imperial "really does not want the Union", and that he was going to "do something" to thwart the Union organizing campaign.
35. By terminating the two (2) most active Union supporters in a workplace of six (6), Imperial attempted to defeat the Union campaign and create a chilling effect against employees exercising their right to access collective bargaining under the Act.
36. Alderney Gate is a high-paying site for Imperial cleaners. The effect of the terminations is to signal to other employees that supporting the Union places their access to this desirable work at risk, thereby creating a chilling effect on their willingness to exercise their rights under the Act.
37. Several Imperial employees who have serviced and are servicing the Alderney Gate contract have precarious immigration status. They are working under time-limited work permits while pursuing permanent residency, and the protracted timelines under the *Trade Union Act* do not align with the expiry of their permits or their permanent residency application timelines. As a result, they experience significant vulnerability to violations of the Act.
38. The effect of the termination on **Worker2** is especially pronounced, as he moved from Toronto to Halifax, leaving behind stable employment and his support network. He moved to Halifax with the understanding that Imperial would support his application for permanent residency.

Remedy Requested

39. The Union requests the following remedies

- a. A declaration that the Employer violated the Act;
- b. An order that the Employer cease violating the Act;
- c. An order that the Affected Employees be reinstated to their positions and made whole for any damages suffered as a result of the Employer's violations of the Act;
- d. An order that the Board's order be posted at a location in the workplace where it is visible to all employees;
- e. Remedial certification;
- f. An order requiring Imperial and any affected client to allow SEIU representatives to enter all of Imperial's worksites in Halifax and access employees; and
- g. Any other remedy the Board deems just and reasonable.