

# **COLLECTIVE AGREEMENT**

**Between**

**TEAMSTERS QUÉBEC, LOCAL 931**



12100, rue Urgel Charbonneau, Suite 200  
Montréal (Québec)  
H1B 5X1

**(hereinafter referred to as the “Union”)**

**And**

**3SIXTY SECURE CORP.**



5163, rue Ramsay  
St-Hubert (Québec)  
J3Y 2S3

**(hereafter referred to as the “Employer”)**

**REVISED BOOKLET**

## **SECTION 1**      **PURPOSE OF COLLECTIVE AGREEMENT**

### **1.01      Basic mutual objectives**

The purpose of this Collective Agreement is to:

- a) Ensure consistent and equitable terms and conditions of employment;
- b) Establish methods for resolving and settling disagreements and misunderstandings;
- c) Recognize the value of two-way communication;
- d) Promote the well-being and security of Union members through prevention.

### **1.02      Joint Employee/Management consultation meetings**

The Employer and the Union agree that it is mutually advantageous to have orderly, effective and efficient labour relations.

When requested by one of the parties, the two parties will mutually schedule a date to discuss grievances and labour relations. The parties agree that they have to schedule at least one meeting every four months.

The Union delegates appointed shall be released without loss of compensation for the day.

A total of one (1) Union steward shall be paid for the duration of the Labour Relations Committee and Grievance Committee meeting. If additional time is needed after that meeting the Union will be paid for the additional time.

One of the parties may cancel a meeting with reasonable notice. When a meeting is cancelled it will have to be rescheduled and take place within 30 days following the cancellation.

The purpose of the meeting shall be to solve problems shared by the parties as well as to investigate grievances.

When requested by the Union and approved by the manager, the steward shall be released for a reasonable amount of time, without loss of wages, in order to investigate grievances.

## **SECTION 2      DEFINITIONS AND RULES OF INTERPRETATION**

### **2.01      Definitions**

In this Agreement, the following terms are described as indicated below:

#### **a) Emergency**

Designates any sudden, unexpected and unplanned situation posing an imminent risk to the health and safety of employees or to the facilities of the Employer.

#### **b) Spouse**

Persons who:

- Are bound by marriage or a civil union and who live together;
- Are of the opposite or same sex, live maritally, and are parents to the same child;
- Are of the opposite or same sex and have lived in a conjugal relationship for at least one (1) year.

#### **c) Provision**

Designates a clause, section, subsection, paragraph, subparagraph, indent or sub-indent.

**d) Grievance**

Designates a disagreement concerning the interpretation or application of the Collective Agreement.

**e) Grievor**

Designates an employee, a group of employees or the Union.

**f) Employee**

Designates any employee, as defined in the *Canada Labour Code*.

**g) Probationary employee**

Designates an employee who has not yet completed their probationary period.

The probationary period for any employee shall be six (6) months worked commencing on the date of last hiring.

**h) Full-time employee**

An employee whose work week is forty (40) hours or more spread over five (5) days or fewer during a normal work week.

**i) Union**

In the event that the Employer opens a new establishment in the province of Quebec, he will recognize the Union's certificate of accreditation and make representations in this regard and apply the employees' collective agreement.

The Employer will offer the positions of all new branches to existing employees.

**j) Calendar year**

Period commencing on the first day of the month of January and ending on the last day of the month of December.

**k) Business day**

Monday to Friday, excluding the statutory holidays cited in subsection 18.01.

**l) Bargaining unit and recognition**

The Company recognizes the Union as the sole bargaining agent for the employees covered by the Accreditation Certificate issued by the Canada Industrial Relations Board on July 22, 2016.

**m) Day shift**

Work-shift scheduled between 6 a.m. and 6 p.m.

**n) Night shift**

Work-shift scheduled between 6 p.m. and 6 a.m.

**o) Union Representative**

Member of the Union Executive, the Union, or a representative of a body with which the Union is affiliated.

**p) Team Leader**

The Employer will post the position of Team Leader at his discretion. The Employer will select the candidate based on their experience and job abilities. Seniority will not be the determining factor in this recruitment process. The position of Team Leader will be re-posted after twenty-four (24) months. The Team Leader is not considered to be a supervisor and will not have authority to apply any form of discipline.

The Team Leader will assist management with the day to day operation when required, which can include, review of equipment needs, preparing run sheets, completing or creating reports, filling out paperwork, maintaining communication with the customers by company phone or email and dispatching calls according to existing processes.

The Team Leader will provide support and guidance to in-plant or road crews, by phone or in person.

The Team Leader/Operations must bid on a position on the road and the management can replace him/her from his/her regular schedule as required. The replacement will be done temporarily by using a part-time or casual employee to fill the shifts.

**q) Specialized position**

The Employer has the possibility to choose the training team in the negotiation unit. However, the Employer can not force the team to accept.

The Employer will pay to the chosen team a premium of one dollar and fifty cents (1.50\$) in addition to their regular hourly rate for each hour worked.

**r) Definition of part time employees**

An employee who works on a Bid schedule of 1 to 5 shifts and less than thirty-five (35) hours per week. Part time employees who are on lay-off and refuse a recall for available shifts will be automatically reclassified as a casual employee and will not be covered by the present collective agreement and are thus not entitled to the advantage provided therein and will be called back for future shifts at management discretion.

**s) Definition of “Casual Employee”**

Employees who do not have a bid position. After the Bid, any employee who did not get a position will automatically be classified as a “Casual Employee”. Casual Employee are not covered by the present collective agreement and are thus are not entitled to the advantages provided therein.

- t) All employees in the cash room and vault are eligible to apply for position outside of the vault via the internal posting process. Management can set the expected qualifications for this position. Vault employees cannot bid out of the vault to work any runs.

**2.02 Appendices and letters of understanding**

The appendices and letters of understanding form an integral part of this Collective Agreement.

**2.03 Gender and number**

The singular shall be considered the plural and vice versa. The masculine shall be considered feminine or neutral and vice versa, depending on the context.

**2.04 Language of interpretation**

The French version shall be considered the official text.

**2.05 Invalidity of any part**

Should any provision of this Agreement be deemed null or invalid, solely that portion shall be considered void.

**2.06 Text as a whole**

The provisions shall be read and interpreted as a whole.

## **2.07 Titles and subtitles for reference**

Titles and subtitles shall serve as reference and shall not affect the interpretation of this Collective Agreement.

## **SECTION 3      MANAGEMENT RIGHTS**

### **3.01 Certificate**

This Agreement shall apply uniformly to all employees governed by the Certificates of Accreditation issued under the *Canada Labour Code*.

### **3.02 Trade-union recognition**

The Employer recognizes the Union as the sole official bargaining agent to represent the employees covered by this certificate of accreditation.

### **3.03 No change without Union consent**

No special agreement regarding working conditions other than those provided in this Agreement between an employee and the Company shall be valid unless approved in writing by an officer duly mandated by the Union and the Company.

In the event of violation of this clause, the Union may make use of the grievance procedure and arbitration without being subject to the deadlines indicated in this Agreement.

### **3.04 Out-of-scope employee**

An employee of the Employer not governed by this Agreement shall not perform work normally done by a unionized employee, except under the following circumstances:

- During the period when all employees are en route to fill a vacant position.



- When all qualified employees covered by the accreditation certificate are unavailable to perform the work in a timely manner.
- In case of an emergency and for work urgently required will be permitted to be performed by a non bargaining unit employee.

### **3.05 Subcontracting**

For the duration of this Agreement, the Company agrees not to assign to any third party, by means of subcontracts, work normally performed by employees of the bargaining unit, except in cases where contracting out would not result in the loss of any bargaining unit jobs, or in the loss of any hours regularly worked by employees in the bargaining unit immediately prior to the time of contracting out. The Employer may also subcontract any emergency contracts, which require the commencement of services within 5 business days or less, for the duration not exceeding 60 days.

## **SECTION 4 CONTINUITY OF OPERATIONS**

### **4.01 Right of Employer**

The Union acknowledges that the Employer has the exclusive right to manage its workforce, hire, terminate or suspend for just cause, promote, demote and transfer any employee as well as to conduct its business according to its obligations. This right shall be exercised in a manner that is compatible with the provisions of the Collective Agreement and shall not be exercised in an unreasonable or arbitrary manner.

However, the word “exclusive” shall not be interpreted as authorizing the Employer to act contrary to the provisions of this Collective Agreement.

#### **4.02 Management Rights**

The Union acknowledges that, except as modified by any other article of this Agreement, it is the exclusive function of the Employer to manage and direct its operation and affairs. Without restricting the meaning of the above article, the Union recognizes the Employer's right;

- a) To maintain order, discipline and efficiency among employees.
- b) To make, alter and enforce fair and reasonable policies, rules and regulations to be observed by employees.
- c) To hire, direct, classify, establish qualifications, transfer, promote, demote, assign and lay-off employees.
- d) To reprimand, suspend, discharge or otherwise discipline for just cause. However, in the termination of employment of a probationary employee, it is recognized that the Employer need only show that it did not act in a manner that was arbitrary, discriminatory or in bad faith.
- e) Without limitation, the generality of the foregoing, to manage its operations, determine the kind of operations, the methods of execution, the work schedule, and to decide on expansion, cutbacks, or the termination of operation in compliance with the provisions of the Collective Agreement.

#### **4.03 Rules and regulations**

- a) The Union acknowledges the right of the Employer to establish rules and regulations applying to employees provided that they do not contravene any provision of this Agreement. The Union shall receive copies of regulations before they enter into force, failing which said regulations shall be considered void and non-applicable.

Following its receipt of the Employer's rules and regulations the Union shall have 10 business days to review and respond, if required, to the Employer. In the absence of such response, the rules shall be deemed effective and shall apply to all employees of the bargaining unit.

- b) Once effective, all employees shall abide by the rules and shall be subject to the disciplinary actions in a case of breach of the Employer's rules.

## **SECTION 5**      **STRIKE / LOCK-OUT**

### **5.01      Strike, lock-out**

There shall be no strikes or lock-outs while this Agreement is in force.

### **5.02      Picket line of legal strike**

It shall not be considered a violation of this Agreement nor grounds for dismissal or a disciplinary measure, should an employee refuse to cross a legal picket line. Nonetheless, upon encountering such a picket line, the employee shall immediately notify the Employer of the fact. Following such notification, the Employer shall have the right to perform by its managers on an ad-hoc basis that portion of work, which is obstructed by the picket line

### **5.03      No disciplinary measures against employees**

The Employer agrees not to discipline any employee and not to apply pressure to any employee for Union activities permitted under this Agreement, whether conducted before or after work hours, and in a manner that will not interfere with the regular operations of the Employer and will not distract other employees from their regular duties,

## **SECTION 6**

## **UNION SECURITY AND DEDUCTIONS AT SOURCE**

### **6.01 Maintenance of membership as a condition of employment**

All regular or part-time employees who have completed their probationary period and who are currently working shall, as a condition of employment, be members in good standing of the Union.

All employees rehired or on probation shall, as a condition of employment become and remain a member in good standing of the Union immediately upon completing their probationary period.

### **6.02 Fees, initiation fees and Union dues**

The Employer agrees to make the deductions indicated below, from the first pay and from each subsequent pay, from employees and to remit them to the Treasurer of Teamsters Québec, Local 931, prior to the last day of the current month, along with a list of names and the amounts deducted.

In the case of employees who are not Union members, normal dues allowable by the Constitution and by Union regulations.

In the case of employees who are Union members, the amount(s) allowable by the Constitution and Union regulations, and any other amount including initiation fees, as allowed by the Constitution and/or special assessment.

The Employer shall effect any change in the amounts of the aforementioned deductions as may be required by the Union. The Union shall notify the Employer in writing of amounts to be deducted three (3) weeks in advance of the date of entry into force of the change.

### **6.03 Union days, absences, layoffs**

- a) Should a Union member be laid off or should they not work for a thirty (30) day period or longer due to lack of work, they shall procure a withdrawal card, failing which they shall pay all arrears or, if applicable, a new initiation fee when they recommence work. The request for a withdrawal card shall be made to the Union within thirty (30) days following the layoff or lack of work.
- b) Should an employee be absent from work due to illness, accident or maternity leave, upon return, they shall pay the arrears in Union dues.

Nonetheless, if they are absent three (3) full and consecutive months or longer, they shall pay a re-initiation fee in lieu of said arrears. However, in all cases, the employee shall pay the dues for the month in which the absence begins and ends.

- c) If the deduction of Union dues is required during the vacation period of an employee, the Employer shall make this deduction from their vacation pay.

### **6.04 Authorization for payroll deductions**

The Union shall provide the Employer with the form to be completed and signed by each new employee or by each employee who is rehired within thirty (30) days of hiring and thereby authorize deductions which shall be made in compliance with this clause. The same shall apply to the Union membership form. The Employer shall submit these forms to the Union office.

Notwithstanding any other provision of this Agreement, the Union shall have the right to file a grievance for any amount of money or interest due, for any information required, or for any breach on the part of the Employer of any of its obligations under section 6.

#### **6.05 Entry on tax forms**

When delivering to its employees the appropriate forms issued by departments of finance, the Employer agrees to indicate the amounts of dues paid to the Union.

#### **6.06 Action by a third party**

The Union shall indemnify and release the Employer from any claim, lawsuit or other form of action brought by an employee or other third party in relation to the collection of Union dues.

### **SECTION 7 UNION STRUCTURES**

#### **7.01 Appointment of Shop Stewards**

The Employer acknowledges the right of the Union to appoint one (1) chief Steward.

The Union shall be entitled to appoint one (1) Substitute Steward to replace one (1) chief Steward during their absence.

#### **7.02 Absence of a Shop Steward**

During the absence of a Shop Steward as defined in subsection 7.01, the Union shall be entitled immediately to appoint a replacement to act in its name for the duration of said absence.

#### **7.03 Notice of appointment**

The Union shall inform the Employer in writing of the identity of the Chief Steward and the Deputy Steward. The Union shall notify the Employer of any subsequent change that might be made in these positions by indicating the name of the replacement(s).

#### **7.04 Duties of a Shop Steward**

Subject to operational requirements and with prior management approval, stewards, authorized representatives and officers of the Union shall be granted reasonable time after working hours to perform their duties without loss of pay. The Shop Steward shall oversee the application of this Collective Agreement. In particular, this implies:

- a) Discussions necessary with the witnesses or people involved to prepare grievance cases.
- b) Investigations of the facts, and verification of statements and facts collected.
- c) Attempting to settle misunderstandings that could lead to a grievance or to poor labour relations.

In performing these duties, the Shop Steward shall, before leaving their workstation, notify the Branch Manager.

The Shop Steward assigned to these tasks shall perform them in a timely manner without loss of pay.

#### **7.05 Representatives during negotiations**

Two (2) Stewards shall participate in negotiating the Collective Agreement as well as in renewing this Collective Agreement.

Two (2) Stewards shall not be subject to any loss of salary or benefits for bargaining sessions.

#### **7.06 Seniority of Shop Stewards**

Exclusively in case of layoffs, Shop Steward(s) shall be deemed to have the most seniority. As such, in the event of layoffs, the Chief Steward and Deputy Stewards shall be the last employees to be laid off.

### **7.07 Meeting at time of hire**

When the Employer hires a new employee, it shall introduce them to the chief Steward and to the assistant Steward at the first reasonable opportunity. A new employee shall not be prevented from commencing his duties by a mere fact of not meeting the chief Steward and the assistant steward.

## **SECTION 8      UNION ACTIVITIES**

### **8.01 Union activities permitted**

No Union activities shall be conducted during work hours except those permitted under this Collective Agreement, which shall not be performed in a manner interfering with or disturbing other employees from performing their regular duties.

### **8.02 Union leave**

- a) Subject to the operational requirements the chief Steward and the assistant Steward shall be released, upon request by the Union. A request will be made in writing to the Branch Manager with a copy to the Operation Manager of the Employer at least six (6) working days before the leave is to commence, stating the date of commencement and the duration of such leave. The granting of such leave shall not be unreasonably withheld.
- b) The granting of such leave will not result in the Employer having to pay overtime. It is understood that the Employer will make an attempt to cover work by non-overtime assignments and with employees who have received training for the site, disregarding seniority provisions otherwise contained in this agreement.
- c) The Employer agrees to continue the pay of any employee absent from work on the on Union business and the Union shall reimburse the Employer for such wage and benefit payment within thirty (30) days of receipt of a bi-weekly



statement. Such leave of absence shall be authorized in writing by the Union.

### **8.03 Weekly meeting**

The Employer shall allow employees to meet once weekly without pay with Shop Stewards on the work premises, either before or after the work shift. The Branch Manager will instruct an employee and steward at which location the meeting should take place, reasonable allowing privacy for the meeting.

### **8.04 Free movement**

The Union Representative and Shop Stewards shall be entitled to move freely about the facilities of the Employer, while complying with the Employer's internal safety rules, after having requested authorization from the Manager. Such authorization shall not be unreasonably withheld.

Shop Stewards shall not be required to wear their uniforms to move about the Employer's facilities when they are performing their shop-steward duties outside their hours of work. However, they shall wear their ID badge at all times.

## **SECTION 9 DISCIPLINARY MEASURES**

### **9.01 Disciplinary notice**

When the Employer issues a disciplinary notice to an employee, said employee shall sign the notice. This signature shall constitute solely proof of receipt of said notice by the employee and not an admission of guilt.

### **9.02 Correspondence**

Should a disciplinary notice be placed on an employee's file, one (1) copy of said notice shall be served to the employee concerned.

Written confirmation of the disciplinary measure imposed on the employee concerned shall state the reasons for the disciplinary measure, and one (1) copy shall be simultaneously submitted to the Union Representative and Shop Stewards.

### **9.03 Time limits**

Should the Employer decide to impose a disciplinary measure, it shall do so within seven (7) calendar days of learning of the incident or facts, unless a longer period is required for the purpose of the investigation of the incident.

### **9.04 Imposition of duplicate disciplinary measures**

It is agreed that the Employer shall not impose more than one disciplinary measure for the same infraction, unless one action of an employee constitutes breach of the Employer's multiple rules, policies and procedure of the employer.

### **9.05 Invalidity of non-compliant measures**

Except as provided in article 9.4, only one (1) disciplinary measure compliant with the conditions cited in this clause shall be placed in the employee's file. If the preceding conditions are not met, the disciplinary measure shall be null and void.

The Employer may apply a temporary disciplinary measure, without loss of pay by an employee, in order to remove the employee from the premises and prevent continuing or repetitive behaviour, which is considered by the Employer as an infraction. This measure shall be applied in limited situations, in which the Employer prevents managers or other employees from performing their regular duties, and the continuing presence of the employee might result in escalating of an incident. In any such instance, the employee shall be sent home, without loss of pay, notwithstanding the fact that no meeting with a steward took place. The parties shall meet with the steward at the first reasonably available opportunity.

#### **9.06 Presence of a Shop Steward**

When the Employer summons an employee for a disciplinary measure, it shall inform the Chief Steward. The Chief Steward shall then inform the Employer of the Shop Steward who will be present at the meeting.

The Branch Manager shall also advise this Shop Steward at least twenty-four (24) hours in advance. Should the Shop Steward be unable to attend due to force majeure, the employee shall be entitled to be accompanied by another employee of their choosing who has at least one (1) year of seniority or less if no such employee is available.

If needed, the person who accompanies the employee shall speak with them prior to meeting with the Employer and afterward, if required, provided that doing so does not affect their work shift.

Upon request, the employee or the Employer may record the meeting.

#### **9.07 Prior meeting**

Before imposing a disciplinary measure, the Manager shall meet with the employee in the presence of a Shop Steward.

#### **9.08 Uniformity of disciplinary measures imposed**

The Employer agrees to generally impose a uniform disciplinary measure for similar acts in accordance with the disciplinary progression.

#### **9.09 Retention of a disciplinary notice**

A disciplinary notice shall be filed with the employee's personnel file. The notice(s) shall not be held against an employee after twelve (12) consecutive months of employment during which no additional similar disciplinary notices were filed in the employee's file.

#### **9.10 Access to disciplinary file**

Upon written request, an employee shall have the right to view their personnel file in the presence of a member of the branch's management, provided this consultation occurs outside normal work hours.

#### **9.11 Written reprimands**

Failure to contest a disciplinary notice without loss of salary within the deadline for filing a grievance as indicated in the Collective Agreement shall not be considered an admission of guilt. Nonetheless, in a case of failure of an employee to contest a disciplinary notice 30 days after the notice was placed in the employee's personnel file, the Employee shall not be allowed to contest such notice.

#### **9.12 Video recording**

Should the Employer apply a disciplinary measure as a result of video evidence, it shall allow the employee to view said video recording.

#### **9.13 Rule Book**

- a) Rule Book shall define rules of behaviour and performance of certain tasks by employees. No employee is allowed to contravene the provisions of the rule book and in a way that undermines the rules established by Employer.

The Employer shall not require nor ask an employee to perform work under conditions that breach its' Rule Book. An employee that claims that instructions by the Employer contravene the rule book or the Collective Agreement, but do not impose immediate health and safety risks, shall perform such instructions and will be entitled to file its' grievance immediately upon completion of the task.

- b) The Employer shall submit a copy of the Rule Book to the Union along with any changes or additions.
- c) New rules shall be submitted to the Union prior to their implementation.
- d) In the absence of the Union's comments and objections in accordance with article 4.03, the Rule Book and any revisions thereof will become effective and binding to all employees within the bargaining unit.
- e) The Employer shall keep its rule Book and any revisions available for the employees to review and get acquainted with. Every employee must abide by the Rule Book and shall be subject to disciplinary measures in case of disobedience or breach of the Rule book.

## **SECTION 10      DISMISSAL**

### **10.1      Acceptance of pay not prejudicial**

Acceptance by an employee of their separation slip and/or severance pay shall in no case result in prejudice in contesting said dismissal. In case of successful contest of an employee's dismissal, any amounts paid to the employee shall be refundable to the Employer, and Employer shall have the right to deduct such amounts from employee's wages payable after reinstatement.

### **10.02      Payment upon dismissal**

Any employee who is dismissed shall receive all salary due them from the Employer, including vacation pay earned and sick leave available, within ten (10) business days of the date of their dismissal. In any case in which the Employer, acting reasonably, determines that an employee has in his possession Employer's equipment, uniform and any other Employer's property, the Employer shall be allowed to prepare the last payment, within the time defined herein, by a cheque, which will be provided to

the employee at the same time and location, at which the employee returns to the Employer's property.

Notwithstanding the above-mentioned article, the Employer may retain an equal amount for the equipment, uniforms and other items that belong to him and that the employee has not returned. Following the return of said objects by the employee to the Employer, the Employer must pay the employee within five (5) working days for all the amounts that were retained.

#### **10.03 Return to work of employee wrongfully dismissed**

Any employee who returns to work following an arbitration award shall be reintegrated within five (5) days of receipt of said arbitration award by the Employer. They shall receive any compensation imposed by the arbitrator within fifteen (15) calendar days, unless said compensation is contested.

#### **10.04 Voluntary termination of employment**

In the event of voluntary termination of employment by an employee, said resignation shall not be deemed official unless received in writing. The employee shall have the right to request the presence of a Shop Steward.

### **SECTION 11 GRIEVANCE PROCEDURE**

#### **11.01 Verbal step**

Any employee accompanied by a Shop Steward shall, prior to filing a grievance, meet with their immediate superior within five (5) business days after being apprised of the facts to attempt to settle their dispute. Failing settlement, the parties shall be entitled to invoke the procedure below in order to reach a settlement without delay.

#### **11.02 Step one**

The employee who wishes to file a grievance following the verbal step shall do so in writing to the Employer within seven

(7) business days of being apprised of the facts of the situation contested and the end of the verbal step.

### **11.03 Step 2**

The Employer shall respond to the employee and the Union in writing within ten (10) business days following the filing of a grievance, and explain its position to them.

### **11.04 Step 3**

Following the Employer's response, if the grievance has not been settled to the satisfaction of the employee and/or the Union, said grievance shall be discussed between the parties at the next Grievance Committee meeting. If the meeting is not held within the thirty (30) days following the response from the Employer, the Union may proceed directly to the next step, unless an agreement to the contrary is reached between the parties.

### **11.05 Step 4**

Should the parties fail to find a solution to the grievance, the Union shall be entitled to refer the grievance to arbitration.

### **11.06 Grievance of the Employer**

When the Employer wishes to file a grievance against the Union, it shall do so within ten (10) days of becoming aware of the facts. It shall do so according to the procedures set out in this section.

### **11.07 Union grievance**

When the Union wishes to file a grievance against the Employer, it shall do so within ten (10) days of becoming aware of the facts. It shall do so according to the procedures set out in this section.

### **11.08 Written settlement**

Any written agreement reached between the Union and the Employer shall constitute a grievance settlement and be binding upon both parties.

### **11.09 Grievance procedure**

- a) The grievance procedure and deadlines are mandatory, and failure to comply shall result in forfeiture of rights.
- b) None of the aforementioned deadlines shall be extended without the written consent of the parties, which may be provided by letter or email sent to the address of the party's representative.

### **11.10 Arbitrator**

When a grievance is referred to arbitration, the Union and the Employer shall agree on the appointment of an Arbitrator. Should the parties fail to reach an agreement within ten (10) business days, one of the parties may request that the Canada Industrial Relations Board (CIRB) appoint an Arbitrator. The parties shall be obliged to accept this appointment.

### **11.11 Arbitration decision and award**

The decision of the Arbitrator shall be final and binding upon all parties hereto and upon the employees concerned, unless an appeal of the decision is lodged by the Employer or the Union.

### **11.12 Fees and expenses of the Arbitrator**

The fees and expenses of the Arbitrator shall be shared equally between the parties.

### **11.13 Defect in form**

No grievance or writing made in virtue of this section shall be considered null or set aside because of a defect in form or irregularity in its drafting or procedure, provided it has been made within the time periods prescribed in this section, unless by agreement to the contrary by the parties hereto.



#### **11.14 Arbitrator's powers**

In all cases of disciplinary measure, the Arbitrator may uphold, change, or cancel any disciplinary measure or penalty imposed, order the return to work of the employee without loss of rights and with full or partial compensation as well as impose any other solution they deem fair and reasonable under the circumstances.

The procedure followed by the Arbitrator shall be that prescribed in the *Canada Labour Code*. Before issuing a decision, the Arbitrator shall hear both parties, unless a party duly convened fails to appear.

#### **11.15 Fees and expenses of the parties**

The parties shall assume their own fees and expenses as well as those of their representatives and witnesses.

#### **11.16 Arbitration procedure**

The arbitration procedure shall be mandatory failing a written agreement to the contrary between the parties.

#### **11.07 Internal tribunal**

The parties hereby agree to an internal arbitration procedure, the object of which is to simplify and accelerate the arbitration procedure.

The internal arbitration procedure will consist of a single arbitrator chosen by mutual agreement between the Company and the Union. The arbitrator chosen will conduct the grievance hearings on the Employer or Union premises.

The parties agree that the internal arbitration procedure is an informal and expedited dispute resolution mechanism intended to facilitate the resolution of grievances.

The function of the sole arbitrator is to render decisions in accordance with the provisions of the collective agreement and he has the same judicial powers as an external arbitration tribunal established within the framework of the collective agreement and the decision rendered by the arbitrator is final and binds the parties.

Either party may request that the other party submit a grievance, in writing, to the internal arbitration procedure within ten (10) working days following the Company's written response, as provided or in clause 11.10. In order for a grievance to be heard via this procedure, both parties must provide their written consent. Failing such consent, the grievance will be dealt with using the normal arbitration procedure described in the collective agreement. The Company and the Union agree that only claims and disciplinary grievances may be heard in internal arbitration. Dismissal and interpretation grievances may not be submitted to the internal arbitration process. The parties agree that they will not use the services of external lawyers to represent them before the internal arbitration. The parties agree to a simplified procedure whereby each party will have 45 minutes to present their case (witnesses, documents, etc.) and 15 minutes to present their arguments. In all cases of discipline, the burden of proof rests on the Company.

The decision of the arbitrator must be limited to the grievance referred to him and must be compatible with the provisions of the collective agreement.

The arbitrator does not have the power to alter, modify or amend any part of the collective agreement.

The arbitrator's decision only applies to the case presented to him/her and may not constitute a precedent or be used by either party as precedent in any future case.

The arbitrator's decision will be final and will be binding on the Company, the Union and the plaintiff represented by the Union.

The arbitrator will issue a brief written decision of no more than three (3) pages which will be sent to all parties within ten (10) working days after the end of the hearing.

## **SECTION 12      PROBATION AND SENIORITY**

### **12.01      Purpose**

The purpose of seniority is to define the rules regarding allocation of work, layoffs, vacation and the taking of same.

### **12.02      Probation and seniority**

The probation period shall be six (6) months at the time of hire, commencing the employee last date of hire.

### **12.03      Employees during the year**

The names of new employees shall be added to the seniority lists at the end of their probation period, and they shall have thirty (30) calendar days to request any correction to their position, following which said seniority shall become official.

### **12.04      Simultaneous hiring**

Should two or more employees have the same hiring date, their seniority shall be based on the time they punched in.

Should the employees have punched in at the same time, a random draw shall apply.

### **12.05      Definition of seniority**

Seniority is the duration of continuous service of an employee with the Employer, starting from the first day they punched in. Seniority is not earned until after the employee has completed their probationary period.

Should the Employer acquire other businesses or infrastructures, the new employees concerned shall be registered following the employees with the least seniority within the bargaining unit in force and covered by the integration.

#### **12.06 Seniority List**

On the Union bulletin board, in the twenty (20) days following the signature of this Agreement, the Employer shall post the Seniority List indicating the names of all employees covered by the Collective Agreement, their date of hire and their status. Said list shall be updated every six (6) months, i.e. at the time of renewal of work assignments.

General seniority shall prevail at all times for overtime.

The lists submitted to the Union shall also contain the telephone number and address of employees.

Employees shall notify the Employer of all changes to their contact information. The Employer shall immediately forward to the Union any changes in contact information submitted by an employee.

#### **12.07 Correction of the Seniority List**

All requests for correction of said list must be made in writing within the thirty (30) calendar days following its posting.

Following the thirty (30) day change period, the list in question shall remain in force until the release of the next list. All notices of objection shall be based on the official list.

#### **12.08 Loss of seniority rights**

An employee shall lose their seniority, all associated privileges and their job in the following circumstances:

a) Voluntary termination of employment submitted in writing;

- b) Dismissal for just cause;
- c) Lack of work or layoff for a period of eighteen (18) months, or one (1) refusal to report;
- d) Subject to authorized absences, an absence of three (3) consecutive scheduled workdays or more shall be considered to be a voluntary termination of employment, unless for valid reason and the employee has notified the Employer in advance;
- e) Failure to respond to a recall notice, as specified in article 16 of the Collective Agreement;
- f) Failure to report to work at the end of their leave of absence, except upon written authorization by the Employer;
- g) The utilisation of casual employees shall not result in the reduction of the number of regular positions nor impede the creation of regular positions.

## **SECTION 13      HOURS OF WORK**

### **13.01      Normal work week of a full-time employee**

The normal work week shall be forty (40) hours long within a period from Sunday 12:01 a.m. to Saturday 11:59 pm.

#### **13.02 a) Work schedule**

A full-time employee who works on eight (8) hours shifts totalling forty (40) hours per week over five (5) days shall have two (2) consecutive days off.

In the case of work shifts of four (4) days of ten (10) hours, the Employer agrees to maximize the shifts of four (4) consecutive days. Notwithstanding the foregoing, the employee should receive a minimum of two (2) consecutive days off.

#### **b) 13.33-hour schedule**

The Employer may create schedules of thirteen point thirty-three (13.33) hours per week over three (3) days. Such schedules shall include three (3) breaks of thirty (30) minutes, i.e.:

- A thirty (30) minute break after five (5) hours of work;
- A thirty (30) minute meal break;
- A thirty (30) minute break after nine (9) hours of work.

For the aforementioned schedules, the hourly night-shift rate shall be paid when the work shift covers sixty percent (60%) of the hours scheduled during night shift.

All statutory holidays that fall on an unscheduled workday of a full time employee shall be paid in the amount of ten (10) hours. Statutory holidays that fall during a week of vacation shall be paid equal to an average amount of hours worked by an employee during four (4) weeks preceding the holiday.

#### **13.03 Guaranteed compensation**

Notwithstanding the provisions of sections 14.01 and 14.02, when there is sufficient work **available** the full-time employee shall be scheduled for at least forty (40) hours guaranteed within one (1) week. When a part-time employee is called on to replace a full-time employee, the former shall be compensated for the number of hours scheduled for the employee they are replacing. It is understood that the employer prioritized full time positions before part time positions.

#### **13.04 Promotion in status**

The Employer agrees to make every reasonable effort to foster promotion of part-time employees to full-time status.

#### **13.05 Change of status**

With the exception of overtime, should a part-time employee work a total of forty (40) hours per week or more during six (6) consecutive weeks, with the exception of replacements for industrial accidents, illness, vacation, leave without pay or temporary assignment at the request of customers, they shall obtain full-time status. It is understood that this promotion shall be offered to the employee with the most seniority.

#### **13.06 Minimum assignment**

An employee called in to work by the Employer is entitled at all times to be compensated for a minimum of four (4) hours.

#### **13.07 Meal break**

An employee is eligible for a meal period of thirty (30) minutes paid per working day of more than six (6) hours. The meal period will be taken at the time deemed appropriate by the team without harming the operations.

The meal period which cannot be taken during the normal work shift must be added to the employee's pay, subject to the prior approval of the supervisor.

#### **13.08 Rest break**

An employee is entitled to two (2), three (3) or four (4) paid rest breaks of:

For an eight (8) hour daily work shift, the employee shall be entitled to fifteen (15) minutes each per workday to be taken between the start of the work shift and the meal break. The other rest break shall be between the meal break and the end of the shift.

Notwithstanding the foregoing, when an employee works two (2) additional hours on a daily schedule of eight (8) hours, they shall be entitled to an additional fifteen (15) minute break for every two (2) additional hours.

Each rest break that cannot be taken during the normal work shift shall be added to the employee's pay.

Part-time employees shall be entitled to a break of fifteen (15) minutes for a work shift of more than four (4) hours, unless they are replacing an employee who is absent and/or who is assigned to a daily schedule of more than four (4) hours, in which case they shall be entitled to the same meal and rest breaks as a full-time employee, as indicated above.

### **13.09 Accumulation of breaks**

Subject to the supervisor's approval and depending on operational needs, an employee who so wishes and whose duties permit may combine their meal and rest breaks for a maximum total of sixty (60) minutes.

### **13.10 Act of God or snowstorm**

In the event of Environment Canada issuing a severe weather condition warning, the Employer may issue a mass group text-message to all bargaining unit employees informing that the Company will not be operating on that particular day. The mass group text will preclude any appearance fees being paid.

## **SECTION 14      ALLOCATION OF WORK AND CREATION OF POSITIONS**

### **14.01 Allocation of work hours**

In a manner that is compatible with the efficient operation of the business, the Employer shall take into account the preferences and choices of full-time employees based on their seniority when assigning job classes, positions and itineraries.



As soon as the Employer has enough employees, the Employer will post the schedules and thereafter he will have to repeat these displays every four (4) months for the duration of this collective agreement. The posting should be displayed for a period of fourteen (14) calendar days, the Employer shall post the daily hours available for all job classes, indicating the start of the workday as well as the route, before employees can choose, based on their seniority, the route they wish to have in their weekly work schedule. Employees shall not pair the work of security guard, driver and Vault Clerk in their weekly schedule. Any daily schedule left vacant once full-time employees have made their choice shall be offered, based on seniority, to part-time employees.

Full-time employees who are absent and whose return is not expected before the end of the assignment shall not be obliged to make a choice. However, if they will be returning during the assignment period for which they have not signed up, they shall be reintegrated to a position based on their seniority. Furthermore, the absent employee shall not lose any rights or benefits conferred upon them by this Agreement.

Schedules shall come into force in the months of November and May each year. The parties may agree to post in another month. Once determined, the work schedules and shifts shall remain in force until the next posting.

Should the Employer win a contract, it shall undertake an assignment when said contract affects thirty percent (30%) or more of employees. Should the contract have less effect, the additional or new positions shall be offered, by seniority, to part-time employees.

In the event of a loss of work, the layoff process shall be applied as a last recourse.

The Employer shall inform the employees in writing of the date and time of the assignment session which shall take place by

telephone, and the Employer shall send, by registered mail, to all employees unable to or not scheduled to work for two weeks, the posting of the work schedule.

The exception to this rule is employees who are absent from work, who may request a weekly schedule by fax. Furthermore, the Employer shall not be responsible for extension of the assignment due to delays caused by employees.

#### **14.02     Unplanned absence**

An unplanned absence occurs when an employee notifies the Employer that they will not report for work less than three (3) hour prior to the start of their work shift on a given day. The Employer shall offer the work, as the case may require, according to seniority to all employees available or to other employees who are known to be at work or who have not left the establishment.

#### **14.03     Planned absence**

A planned absence occurs when an employee notifies the Employer that they will not report for work for one or more workdays, more than three (3) hours prior to the start of the work shift.

The work shall be offered in seniority order according to the following assignment rules:

- a) A part-time employee who has not completed their normal work week and who is available for work.
- b) A full-time employee who has signed the overtime list defined in section 15.04.
- c) A part-time employee who has signed the overtime list defined in section 15.04.
- d) An interested employee.

- e) By reverse order of employee seniority, if they are available.

#### **14.04 Personal incompatibility**

In the event of personal incompatibility between two teammates, an employee who so requests shall appear before the Employer and a Union Representative. Should the conflict persist, a meeting will be held between the two (2) parties to find a solution that is equitable to all parties.

If no fair solution can be reached by the parties, the employee with less seniority will be transferred from the team.

#### **14.05 Extended leave**

- a) When an employee is on extended leave for a period of more than two (2) weeks, with the exception of vacation, their shift shall be offered, in order of seniority, to the available part-time employees. The replacement shall be offered as soon as an employee leaves for a foreseeable period of more than two (2) weeks.

When the full-time employee returns to their usual position, each employee displaced shall return to the position they held prior to the absence that was the source of the change in assignment.

- b) When a full-time position becomes definitively vacant, it shall be filled via the posting process. This provision shall not apply in the case of layoffs.

The Employer shall have seven (7) calendar days to post the position. The duration of posting shall be seven (7) calendar days, and the Employer shall fill the position within the following three (3) calendar days. The seniority and qualifications of the employee shall be the determining factors.

- c) Qualified employees from all departments shall be entitled to the posting.
- d) In a case of emergency, which shall include any situation that requires immediate placement of a substitute employee, the

Employer shall have the right to place any available employee, in accordance with the provisions of the article 14.03, for the period of the posting process.

#### **14.06 Position prerequisites**

When a new position or job class is created, the Employer agrees that the criteria shall be relevant to the workplace, taking into account section 14.01.

#### **14.07 Creation of a new position**

The Employer shall inform the Union of any new position or job class that must be created in its business.

#### **14.08 Terms and conditions for implementation**

When the Employer decides to create a new position and/or a new classification in accordance with Article 4.02 of this collective agreement.

The Union and the Employer shall negotiate the terms and conditions for the implementation of the new position or job class, which falls under the definition of the bargaining unit in accordance with the resolution of accreditation, taking into account the salary rates stipulated herein for similar or comparable positions. The Company can put into force the new position or job classification after receiving the considering the Union comments. The Union may make use of the grievance procedure and arbitration process if they do not agree with the terms and conditions of the new classification job.

#### **14.09 Arbitration regarding creation of a position**

Failing agreement regarding compensation after trial implementation of a position for thirty (30) days, the Union may invoke the grievance process regarding all conditions of employment and work governed by this Agreement.

#### **14.10 Positions vacant during vacations**

Positions that are vacant during the vacation period shall be offered, by seniority, to part-time employees. In any case, in which no part-time employee expressed their consent to fill the vacant position, the Employer shall have the right to appoint a part-time employee to the position by reverse order of seniority or any other order depending on the operational requirements of the position.

#### **14.11 Period for reporting availability**

Employees shall submit their availability for the following week to the Branch Manager before 8 a.m. Wednesday the preceding week. If no employees have submitted their availability, the Employer will have the right to appoint employees to any vacancies by reverse order of their seniority.

If a part-time employee refuses, the appointment, said employee shall have the burden of proof to demonstrate why said appointment could not be accepted.

### **SECTION 15 OVERTIME**

#### **15.01 Overtime**

All work performed in excess of the daily or weekly limit shall be paid at one hundred fifty percent (150%) of the hourly rate.

#### **15.02 Compensation for statutory holidays**

All employees who work on a statutory holiday listed in section 18.01 shall be compensated at two hundred percent (200%) of their normally hourly rate for hours worked with a guaranteed minimum of four (4) hours.

#### **15.03 Assignment of overtime**

Except as provided herein, overtime shall be assigned on a

voluntary basis. It shall be distributed according to seniority by classification with the following rules:

- a) A full-time employee within the classification who has signed the overtime list defined in section 15.04;
- b) A part-time employee who has signed the overtime list defined in section 15.04;
- c) An interested employee;
- d) In order of seniority if their name appears on the overtime list defined in section 15.04;
- e) By reverse order of seniority if no employees have put their names on the overtime list;

A log shall be kept that indicates the name of employees who have been called, the time they were called and the initials of the Manager if there was no answer.

#### **15.04 Posting of overtime list at start of week**

On the first day of work of each work week, the Employer shall post a list for those who wish to sign up to do overtime during the following week. Only employees who have entered their name on this list shall be called and offered overtime.

Employees may withdraw their name from the overtime list either entirely or partially provided they do so forty-eight (48) hours before the availability they wish to remove.

If they must be absent, an employee may register a week ahead on the overtime list by submitting a written request to the Branch Manager.

Upon request, an employee may have eight (8) consecutive hours of rest per twenty-four (24) hours of work for the Employer.

It is agreed that employees shall not be called after noon for the day shift and after midnight for the night shift on a given day.

#### **15.05 Work outside normal work week**

- a) Any work performed outside the normal workday (of eight (8), ten (10) or thirteen point three three (13.33) hours) or the normal work week of forty (40) hours shall be compensated at one hundred fifty (150%).
- b) A part-time employee shall be compensated at one hundred fifty percent (150%) after having completed the normal workday for which they were scheduled. Nonetheless, they shall be compensated at 150% after working forty (40) hours during a single week.
- c) All work completed on the seventh day shall be compensated at two hundred percent (200%) with the guarantee of scheduled hours.

#### **15.06 Meal break**

An employee shall be entitled to a paid meal break of fifteen (15) minutes after every two (2) hours of overtime worked.

#### **15.07 Meal allowance**

An employee who works more than four (4) hours after their normal workday shall be entitled to an allocation of fifteen dollars (\$15.00) to defray the cost of their meal, payable within three (3) days.

### **SECTION 16 LAYOFF AND RECALL TO WORK**

#### **16.01 Layoff and displacement**

If the Employer is obliged to lay off employees, it shall give employees concerned seven (7) days' prior notice, unless the layoff is only temporary following a temporary interruption requested by a client. The layoff shall affect employees having the least seniority. Employees who are laid off shall see their

name entered on a recall list.

#### **16.02 Definition of layoff**

A layoff is defined as a period equal to or exceeding five (5) business days during which no work is assigned to a full-time employee.

Notwithstanding the foregoing, the time limit referred to in this article shall not apply in the case of a temporary stop of service of less than five (5) days requested by a client.

#### **16.03 Recall notice**

Should a laid-off employee be recalled, the Employer shall issue them a recall notice by phone call, email and/or text message for confirmation

The employee shall be entitled to one (1) refusal without losing their right to seniority.

#### **16.04 Delay in response**

Upon receipt of the recall notice, the employee shall notify the Employer of their intention to return to work within the following three (3) business days. The employee shall have five (5) business days from the date of delivery to report to work.

Should an employee fail to respond within three (3) business days, the Employer shall have the right to recall the next most senior employee on the recall list without further notices to the employee who failed to respond. Should the original non-responding employee report to work, there should be no appearance pay.

#### **16.05 Order of recall**

In the event of layoffs, the last employee hired shall be the first



laid off, and the last employee laid off shall be the first to be recalled to work.

#### **16.06 Telephone recall**

The Employer shall have the option of recalling by telephone in the presence of the Shop Steward should the situation demand, provided it respects the order of recall.

#### **16.07 Layoff notice**

An employee who is permanently laid off shall be entitled to prior notice as stipulated in the *Canada Labour Code*.

### **SECTION 17 VACATION**

#### **17.01 Eligibility for vacation**

The number of vacation days to which an employee is entitled shall increase depending on the number of years of seniority they have reached as of December 31<sup>st</sup> of the calendar year. An employee who has:

- a) Less than one (1) year of seniority shall receive one (1) day of salary per month up to a maximum of ten (10) days. Their compensation shall be four percent (4%) of their total compensation for the reference period.
- b) One (1) year of seniority shall receive two (2) weeks of vacation. Their compensation shall be four percent (4%) of their total compensation for the reference period.
- c) Three (3) years of seniority shall receive three (3) weeks of vacation. Their compensation shall be six percent (6%) of their total compensation for the reference period.

In the absence of a special agreement, a minimum of twenty percent (20%) of full-time for agents and the same percentage of employees of every other inside job class shall be entitled to take

their vacation at the same time.

During the Christmas period, the Employer and Union shall meet at the start of December each year to discuss how to enable full-time employees to take vacation during this period.

The Employer and Union shall agree and understand that taking vacation during this period shall not result in overtime exclusively for replacement during the holiday period.

Notwithstanding the foregoing, a minimum of sixteen percent (16%) of full-time employees for agents and the same percentage of inside employees shall be entitled to take their vacation simultaneously during the months of June, July and August each year.

Part-time employees who are on vacation and who work fewer than twenty (20) hours weekly on average shall not figure in the calculation of minimum employees who can leave simultaneously.

The choice of vacation dates shall be made around December 1st for vacations affecting the months of January, February and March. For vacations from April through December, selection shall be made around February 15. The Employer shall proceed in the same manner as for the allocation of work in section 15.

The Employer shall post the schedule without delay.

Vacation schedules shall be finalized by the Employer within thirty (30) days of posting.

#### **17.02      Vacation non-cumulative**

Vacation shall be non-cumulative. It shall be taken during the year, except in special cases, subject to approval by the Employer.

#### **17.03      Employee departure**

Employees who leave the Employer's service shall be entitled to the vacation pay due to them at the time of their departure. This amount shall be calculated from January first (1st) until their date of departure based on their number of years of service on that date, i.e. four percent (4%) or six percent (6%) of their earnings.

#### **17.04 Remittance of vacation pay**

The Employer shall divide the total vacation pay according to the number of weeks of vacation to which the employee is entitled. Weekly positions shall have the same monetary value. Their vacation pay shall be paid one (1) week prior to their departure. An employee who fails to report for work the week prior to their departure for vacation shall be responsible for proving that their absence is justified. Disciplinary measures may be taken against any employee who, without valid reason, fails to report for work at their usual time between the date on which they receive their vacation pay and the date their vacation begins.

### **SECTION 18 PAID HOLIDAYS**

#### **18.01 List**

Statutory holidays shall be taken in accordance with the statutory holidays observed in the Province of Québec.

The following statutory holidays shall be considered days worked and paid:

- New Year's Day
- Good Friday
- Journée nationale des patriotes (national patriot's day)
- Fête Nationale (June 24th)
- Canada Day
- Labour Day
- Thanksgiving Day
- Christmas Day
- Boxing Day

#### **18.02 Eligibility for payment of statutory holidays**

On statutory holidays, each full-time employee shall receive pay for one regular work day. If they work, they may request to be compensated for that day at one hundred fifty percent (150%), in addition to being paid for one (1) regular workday or alternatively will ask to take a deferred holiday within three (3) months following the statutory holiday for which the employee worked. In this case the employee shall be paid their regular hourly rate for the hours work during the statutory holiday and paid a regular holiday pay for the deferred holiday.

### **18.03      Deferral of statutory holidays**

When a statutory holiday falls during the annual vacation of an employee, said employee shall receive the compensation indicated in subsection 18.02. However, the employee may request that the statutory holiday be deferred to a later date, which later date shall be approved by the Employer subject to the operational requirement.

### **18.04      Specific Agreements**

The Employer and the Union may agree to relocate one statutory holiday when two (2) statutory holidays are consecutive.

### **18.05      Assignment on a statutory holiday**

- a) The Employer shall post a list indicating the work shifts to identify employees who are interested in working on statutory holidays. The Employer shall select employees based on overall seniority.
- b) The list shall be posted for two (2) weeks and removed on the Tuesday morning, 8 a.m., preceding the statutory holiday.

## **18.06 Bank of hours**

If an employee works on a holiday, he may, if he so desires, ask the Employer to put his regular hours in a bank and if the employee has not taken his bank hours during the year, Employer shall **pay** the employee the hours he has in bank on the payroll closest to December 15 of each year.

An employee who wishes to take one of his bank holidays or vacation leave must notify the Employer before 8 am on the Wednesday of the week preceding the said leave.

The Employer shall not refuse to grant the resumption of a statutory holiday unless the percentage referred to in Article 17.01 (f), second paragraph, of this Agreement is met.

## **SECTION 19 PERSONAL LEAVE**

### **19.01 Eligibility**

- a) A full-time employee with more than one (1) year of seniority shall be entitled to five (5) personal leave days per calendar year.

Five (5) personal days (any unused days are paid out to the employee at the end of March of the following year). Effective January 1<sup>st</sup>, 2021 and the personal days remaining will be paid at the end of Q1.

- b) A part-time employee with more than one (1) year of seniority shall be entitled to five (5) personal leave days per calendar year, amounting to one (1) day for every five (5) weeks worked, provided the employee has an average of twenty-four (24) hours worked during the preceding eight (8) week period concerned. When using these leaves, the part-time employee shall receive the allowance corresponding to one twentieth of the regular wage earned during the four weeks preceding the use of a personal day.

- c) When taking a personal leave day, the employee shall be paid according to the schedule that applies for that day.
- d) Personal leave days will include planned and unplanned absences.

### **19.02 Medical certificate**

Following an absences of three (3) consecutive days or more, the Employer may request a medical certificate.

However, following six (6) absence within a year, the Employer may require a medical certificate for all subsequent absences, regardless of duration.

### **19.03 Redeemable days**

All personal leave days that were not used during the year shall be lost and an employee shall not be entitled to accumulate or redeem such days.

### **19.04 Definition – personal day**

The term “personal day” shall refer to leave for illness, family obligations, emergency or legal obligations. Should the Employer have doubts about the legitimacy of the reason for an absence, it may request proof.

## **SECTION 20 BEREAVEMENT LEAVE**

### **20.01 Immediate family**

In this section, the term “immediate family” shall refer to the spouse, child (whether by the employee’s current spouse or not), father or mother, mother-in-law, father-in-law, brother or sister of an employee.

## **20.02 Family members**

In this section, the term “family member” shall refer to the grandfather, grandmother, sister-in-law, brother-in-law, son-in-law or daughter-in-law of the employee.

## **20.03 Member of extended family**

In this section, the term “member of extended family” shall refer to uncles and aunts of the employee or their spouse.

## **20.04 Bereavement leave**

The employee shall be entitled to leave without loss of pay to allow them to arrange and attend funerals as follows:

Five (5) consecutive business days in the case of death of a member of their immediate family. This period of leave may be extended by an unpaid leave of up to thirty (30) calendar days by simple request of the employee.

Three (3) consecutive business days in the case of death of a family member of the employee.

One (1) business day in the case of death of a member of the extended family of the employee.

# **ARTICLE 21 SPECIAL LEAVE**

## **21.01 Birth**

An employee shall be entitled to two (2) days of leave without loss of salary on the day of birth or adoption of their child or when the mother is released from hospital.

## **21.02 Marriage**

Any employee who has completed their probation with the Employer shall be entitled to three (3) days of leave when they

marry. The Employer agrees that these three (3) unpaid days may be added to the annual vacation of the employee should they coincide with their absence due to marriage.

Should such a request be made by the employee, the Employer shall not refuse the employee's request.

### **21.03 Parental leave**

The employee shall be entitled to maternity or paternity leave as stipulated in the *Canada Labour Code* and the Québec Parental Insurance Plan (QPIP).

### **21.04 Unpaid leave**

The Employer shall grant leave without pay for a period of at least three (3) weeks and at most twelve (12) months to an employee who so requests. Nonetheless, this authorization for leave shall be granted only for non-profit-making activities, or for educational or military purposes. Furthermore, should the employee request this leave for activities that are not incompatible with the Employer's activities, it may grant this leave once every five (5) years, in the case of vocational training. This leave shall be at the discretion of the Employer and be subject to a maximum of two (2) employees per year, depending on seniority.

### **21.05 Return from unpaid leave**

An employee who wishes to return to work following a leave without pay as provided under this Agreement shall notify the Employer in writing seven (7) business days in advance of their return to work. Subject to this notice period, the Employer shall reinstate the employee. In case of unavailability of a position for the returning employee, the Employer shall lay-off the least senior employee to allow reinstatement of the returning employee.



### **21.06 Time off to vote**

If an election is declared on a business day, employees who are eligible to vote shall be granted the period required by Law so they can vote.

### **21.07 Promotion out of bargaining unit**

An employee who is promoted to a position outside the bargaining unit shall be entitled to a trial period of ninety (90) days. At the end of this trial period, they shall either return to the position held prior to the promotion or lose their seniority. An employee may invoke this right only one (1) time per Agreement.

An employee who is promoted outside the bargaining unit to replace an employee who is pregnant shall have this period extended to nine (9) months. The total period shall not exceed twelve (12) months.

As long as the employee retains their right to return to the bargaining unit, they shall continue to pay Union dues. An employee shall have the right to waive such entitlement, following which the employee will automatically lose their seniority and shall not pay Union Dues.

An employee (that has not waived his seniority) who decided to return to the position, shall be reinstated in their original position, and the Employer shall be authorized to demote or lay-off the less senior employee.

## **SECTION 22**

## **SANITARY FACILITIES**

### **22.01 Drinking water unit**

The Employer shall equip its establishment with a drinking water unit or water cooler that complies with hygiene standards.

## **22.02 Sanitary and meal facilities**

The Employer shall provide sanitary and meal facilities. These premises shall be maintained in a clean and hygienic state, and it is agreed that the strict disciplinary measures may be taken against any employee who abuses either the meal or washroom facilities. For the purpose of this article, abuse shall mean any type of behaviour that might result in damage to the premises, tools and furniture, polluting eating areas and washrooms, not disposing of the waste, leaving dirty dishes and utensils in the eating area and any similar type of misconducts.

The Employer agrees to provide employees with a place where they can change, a place where they can eat, and keyed lockers for their use.

The employee shall provide their own padlock, with a duplicate key deposited with the Employer. The Employer shall not be allowed to use duplicate key, except in exceptional circumstances of emergency, health and safety risks and for sanitary reasons and in a presence of steward if available or another employee of the bargaining unit. If the Employee fails to remove their padlock upon termination of employment with the Employer, the Employer shall have the right to cut the padlock without any notice to the employee.

## **SECTION 23 DISBURSEMENT OF PAY**

### **23.01 Direct deposit of pay**

All employees covered by the Collective Agreement shall be paid by direct deposit every second (2nd) Friday. If the Friday in question is a statutory holiday, the pay shall be paid on the preceding day.

The Employer shall provide a pay slip which shall list the deductions made from the employee's pay. The payslip will be posted at the personal online account of each employee and will be available for downloading or saving by the employee

immediately following the payment and for the period of the employee's employment with the Company and twelve (12) months thereafter.

### **23.02 Terms of payment in case of error**

Should over fifty dollars (\$50.00) be missing from the employee's pay, the Employer shall pay the difference within three (3) business days following report of the error. Such payment may be made by direct deposit or cheque at the employee's discretion.

Should the error be less than fifty dollars (\$50.00), the difference shall be paid along with the next pay period.

Before reclaiming sums from an employee who has been overpaid, the Employer shall consult with the employee to agree on the mode of repayment.

If no agreement is reached between the Employer and the employee, the Employer shall not retain more than fifteen percent (15%) of the gross pay per pay period.

The amount paid in favour of the employee shall not be reclaimed if a period of more than one (1) year has elapsed from the date on which the error was made.

With exception of statutory deduction, Union dues and other recurring deductions, the Employer shall not withhold any other deduction from the employee's pay without fourteen (14) days prior notice in writing.

## **SECTION 24      GENERAL WORKING CONDITIONS**

### **24.01 Timecards**

Each employee shall punch-in at the beginning of each shift and punch-out at the end of such shift using the fingerprint electronic clock or any alternative attendance system installed by the

Employer.-Each week, the Employer shall issue a report from the employee's timecard.

An employee who dishonestly and/or fraudulently uses his punch card constitutes a material breach of this Agreement and will expose the employee to disciplinary action that may result in his dismissal.

#### **24.02 Letter of confirmation of employment**

Should an employee leave their job for any reason whatsoever, the Employer agrees to issue them a letter of confirmation of employment upon request.

#### **24.03 Employer responsibilities**

The Employer shall be responsible, under the principle of civil liability, for any harm caused to a third party by an employee while carrying out a direct order from the Employer. Unless harm was caused by the employee intentionally or by gross negligence.

#### **24.04 Loss of driver's licence and/or permit to carry**

- a) Should the driver's licence of an employee be revoked by the S.A.A.Q., the employee shall not be dismissed. The Employer shall assign the employee to a position that does not require a driver's licence if one exists.

Should the employee lose their driver's licence a second time, they may be terminated.

- b) Employees shall provide their S.A.A.Q. Driving Record to the Employer annually upon request by the Employer. Three (3) major traffic violations in twelve (12) months could be cause for dismissal.

Should the S.A.A.Q. request fees for the employee's Driving Record, the fees shall be reimbursed by the Employer.

- c) An employee shall be suspended without pay should a criminal charge result in loss of their right to bear arms.
- d) The employee shall be dismissed should they be found guilty of a criminal act.

#### **24.05 Employees responsibilities**

- a) Employees must perform their duties in accordance with any applicable laws, the Rule Book and instructions by their supervisor.
- b) Nothing contained in this agreement or Employer's instruction shall be used to force an employee to perform an illegal action. This shall be the personal responsibility of each employee to comply with relevant laws and the Rule Book during the performance of their duties. Each member of crew is responsible for the compliance with the laws.
- c) Employees shall be responsible to pay the fines and penalties issued to them personally during their performance of their duties, such as but not limited to, speeding tickets, use of electronic device while driving, red lights and other similar tickets for which they were stopped by an authorized police officer and were issued a personal fine. The Employer shall not be responsible to reimburse the employee for such fines.
- d) In any case of traffic infraction by the Company's vehicle, which is based on camera evidence (such as speeding or red light camera tickets), the employee who was the driver during the relevant shift shall be responsible to pay the fine. Unless agreed otherwise between an employee, the Union and the Employer, the Employer shall be authorized to deduct the amount of the fine from the employee's salary and perform the payment of the traffic ticket issued to the Employer.

## **SECTION 25      MEDICAL EXAMINATION**

### **25.01      Right of the Employer**

- a) The Employer reserves the right to have a new employee examined by a physician during their probationary period. Thereafter, they may have the employee examined for follow-up. The employee shall be informed of all results, comments and recommendations of the physician.
- b) The Employer shall reimburse the employee for any salary lost during the required medical visit, as well as for all medical costs related to this visit, including parking costs, upon presentation of the official receipt.

An employee who fails to appear for the agreed medical examination without a minimum of twenty four (24) hours notice or appropriate reason shall compensate the Employer the cost of such appointment and be subject to strict disciplinary measures.

### **25.02      Employee appeal**

Should the employee believe the results of this examination to be prejudicial, they may submit an expert second opinion and request that a specialist decide between the conclusions of the first two (2) physicians, should they differ. This specialist shall be at the employee's expense. In the event of an opposing opinion, a medical referee shall be used, and the costs shall be split between the Employer and the Union. The decision of the medical referee selected shall be binding upon the parties.

## **ARTICLE 26      WORKPLACE HEALTH AND SAFETY**

### **26.01      Policy of the Employer**

The Employer shall take all measures necessary to protect and safeguard employees. All employees agree to comply with the laws, regulations and guidelines issued by the various levels of government and the Employer.

## **26.02 Health and Safety Committee**

The local Health and Safety Committee shall operate in compliance with the *Canada Labour Code*.

The Committee shall be made up of a minimum of two (2) representatives from each party and shall have equal representation at all times.

The parties shall follow the guidelines and operate in compliance with the *Canada Labour Code*.

The Employer shall maintain the compensation of Union representatives during these meetings and during the completion of tasks assigned by the Committee.

## **26.03 First aid kit**

The Employer shall ensure health and safety, and maintain an adequate first aid kit under the supervision of a qualified individual. The Employer agrees to take all safety measures necessary to protect the health and well-being of employees.

## **26.04 Communication tool**

The Employer shall make available to all employees classified as Security Services Agents a cellular phone for communication device during their work shift.

# **SECTION 27 INDUSTRIAL ACCIDENTS**

## **27.01 Transportation in case of accident**

The Employer shall immediately provide first aid to any injured employee and, if applicable, have them transported to a health facility, health professional or at the employee's residence depending on the requirements of their condition.

### **27.02 Payment of first day**

In the event of an industrial accident, should an employee be obliged to be absent briefly to receive medical care in accordance with the supporting medical note, the Employer shall pay the hours not worked that day at the regular rate.

### **27.03 Principle of accommodation**

In accordance with the laws the Employer and the Union shall agree to meet to discuss the accommodation of an employee whose abilities are reduced as a result of an occupational disease, industrial accident or functional limitations. The Employer agrees to take reasonable measures, depending on the availability of the business.

### **27.04 Return to work**

Any employee affected by an industrial accident or an occupational disease shall be entitled to return to work provided that a medical certificate confirms that they are fit to work and that they are able to perform all duties for which they are qualified. An employee who suffers an industrial accident shall not be subject to discrimination or to any loss of benefits provided under the current Law.

### **27.05 Advance on CNESST payments**

Any employee who falls victim to an industrial accident shall receive salary advances pursuant to the Act respecting industrial accidents and occupational diseases (AIAOD).

### **27.06 Assignment to light duties**

The terms of application of a temporary assignment to light duties shall be made in compliance with the Act respecting industrial accidents and occupational diseases.



## **SECTION 28      DISCRIMINATION AND HARASSMENT PROHIBITED**

### **28.01      No discrimination and/or harassment**

The Employer and the Union agree that there shall be no discrimination against or harassment of employees.

When a harassment complaint is filed by all employees, the Employer must have it investigated by a third party and a copy of the result of the complaint must be given to the Union.

## **SECTION 29      COMMUNICATION**

### **29.01      Instructions in the language of the employee**

All instructions issued to an employee by their Employer, whether written or verbal, shall be issued whether in French or English depending on the employee's proficiency in either of these languages.

### **29.02      Decent spoken and written language**

In the course of work, the Employer and employees agree to use respectful spoken and written language. They agree to collaborate to rectify any situation that gives rise to abusive language or writing. In any instance of abusive or harassing language used by an employee towards their fellow employees or towards the management, such employee shall be subject to strict disciplinary measures.

### **29.03      Official Union bulletin board**

The Employer shall provide, for posting purposes, a location visible to employees. This bulletin board shall be for the exclusive use of the Union. The chief Steward shall be the only person allowed to post notice on said bulletin board.

#### **29.04 Complaints**

The Employer shall respond in writing to an employee who submits a written complaint within ten (10) business days. A copy shall be delivered to the Union. In case of an Employer's complaint, the Union shall respond in writing within ten (10) business days.

Should there be no response or should the response be unsatisfactory, the employee shall be entitled to invoke the grievance procedure.

#### **29.05 Union office**

The Employer shall provide the Union representative with the use of his offices for the purpose of scheduled meetings with employees.

### **ARTICLE 30      JOB CLASSES**

#### **30.01 Existing job classes**

Driver

Guard/Messenger

Vault clerk

#### **30.02 New job classes**

Any addition of a job class shall be negotiated in advance with the Union. Failing agreement as mention in article 4.08, the parties shall refer the matter to an Arbitrator who shall decide the issue. The decision of the Arbitrator shall be binding the parties.

### **SECTION 31      INSTRUCTION AND TRAINING**

#### **31.01 Content of the program**

At its expense, the Employer shall provide all employees with a training course or instruction according to operational and

technological needs. A retraining program should be in place to meet the needs of the Employer or other training deemed appropriate in light of the nature of the position.

### **31.02 Retraining and training**

In the event of a promotion or a learning or retraining requirement, the Employer shall consider the seniority of each employee affected by the change.

In such circumstances, it is agreed that the Employer shall provide adequate training to each employee affected to ensure they are able to retrain in order to be promoted.

- a) During training, employees shall be compensated according to the scale indicated in Appendix A.
- b) Employees shall be compensated at regular rate for all training.
- c) Employees assigned to a night shift shall be released from duty, at their choice, either on the night before or the evening of the training. An employee asking to be released from his duty will inform the Employer of his request at least three (3) business days before the request date.
- d) All fees associated with the training shall be at the Employer's expense and shall be approved in advance by same.

### **31.03 Shooting practice**

An employee shall have one or more shooting practice sessions, in accordance with government requirements and/or those of the Employer, in compliance with the standards that are to be followed.

The employee shall be compensated at their regular hourly rate with a minimum guarantee of four (4) hours.

### **31.04 Service firearms**

The Employer engages himself to keep all service firearms and training firearms in order and safe at all time. Furthermore, each firearms will be inspected and approved by a gunsmith once (1) a year each year.

### **31.05 Other permits**

Once the employee has successfully completed their probation period, the Employer shall pay for all licences required for their work, including future increases to maintain a Class 3 driver's licence, less the cost of a regular driver's licence, if such licence is required for the performance of the employee's duties.

The Employer shall pay the medical costs incurred to maintain the Class 3 licence as well as all costs for photographs required for all permits required of the employee. An Employee shall notify the Employer of any such expected costs, and the Employer shall have the right to change employees duties to such that do not require class 3 driving licence, conditional on employee's seniority.

### **31.06 Employees responsibility regarding the use of their firearm**

Every employee who was instructed by the Employer to attend a training must comply with such instruction and must attend the training and comply with all instructions and orders of an instructor during the training.

Employees must fill in and sign any forms required for the purpose of training and for the purpose of recording employee's participation in the training program (e.g. attendees list)

No employee shall be allowed to refuse to participate in a training program, unless a valid and confirmed reason of physical or mental inability are being presented by the employee or by the

Union. In any case of employee's refusal or unjustified failure to participate in a training program, which is required for the continuing performance of the employee's duties, the Employer shall not be required to accommodate the employee at an alternative position and will be subject to disciplinary measure.

### **31.07 Class 3 training**

The Employer will give all employees who have requested a Class 3 training so they can have access to these positions. The training will be given by seniority according the operation needs.

It will be the Employer responsibility to make all the necessary steps to get all the necessary prerequisite to follow the training given by the Employer.

## **SECTION 32      EMPLOYEE BENEFITS PROGRAM**

### **32.01 Eligibility for employee benefits**

All employees who have completed their probationary period shall be eligible for payment of insurance premiums and the pension plan. Once the employee is eligible for insurance, coverage shall begin on the first (1st) of the month and end on the last day of the month in which the employee becomes ineligible.

### **32.02 Insurance**

The Employer shall maintain the Union group insurance plan in force. Employees will have to enroll into to the insurance plan. The Employer shall be authorized to deduct 50 % of the insurance premiums from the employee's monthly wages.

### **Payment of insurance premiums**

The Employer shall assume 50% of the cost of the insurance premium. These amounts shall be paid to the insurance broker designated by the Union. The Employer shall be informed of the

insurance broker, insurance plan and the cost prior to the Union enrolling into such plan. The Employer may suggest an alternative insurance broker or insurance plan, which having the same or materially the same coverage will cost less. In such case the parties shall meet and discuss the proposed alternative plan in good faith. Failure by the parties to agree on the insurance plan shall authorize each party to refer the dispute to a binding arbitrator.

Similarly, the Employer shall pay the entire premium for Assault and Battery Coverage of one hundred thousand dollars (\$100,000) for all employees.

### **Pension Plan**

1. Participation in the trucking industry supplemental pension plan, the Régime complémentaire de retraite de l'Industrie du Camionnage de la Région de Montréal (Local 931 A.T.R.M), is mandatory for all employees covered by the Agreement, with the exception of employees on probation.
2. The Plan Administrators shall provide the Employer with the membership forms necessary, and the Employer shall provide the administrative support required to complete said forms and enroll eligible employees.
3. a) Effective the first week following the signing of this Collective Agreement and at latest by the fifteenth (15th) day of each month, the Employer agrees to pay the Plan Administrator on behalf of employees covered by this Agreement, other than employees on probation, an amount equal to two percent (2%) of the result of the following calculation: the total number of hours worked each week for each employee participating in the Plan multiplied by the hourly rate paid to the employee at that time. "Hours worked" shall be understood to mean the total number of hours worked by the employee as well as hours paid under this Agreement. In the case of a vacation week, the calculation shall be based on forty (40) hours.

- b) 1.** On the other hand, each employee who participates in the Plan shall authorize the Employer to deduct an amount of two percent (2%) for employees of the result of the following calculation: the total number of hours worked each week for each employee participating in the plan multiplied by the hourly rate paid to the employee at that time. "Hours worked" shall be understood to mean the total number of hours worked by the employee as well as hours paid under this Agreement. In the case of a vacation week, the calculation shall be based on forty (40) hours.
- 2.** An employee who is enrolled in the Plan can request that a higher percentage be deducted from their pay by signing a form to that effect, and such an authorization shall remain in effect for a minimum period of twelve (12) months.
- c)** The Employer's contribution under paragraph 3 a) and the deductions made under 3 b) shall be remitted in whole to the Pension Plan Fund Administrator in the month following that in which the deductions were made, the date of expiry for the contribution being the date on which the pay period ends for which the deduction was made.
- d)** Subsection 6.06 of the Collective Agreement shall apply with necessary modifications to this Agreement regarding the sums due to the Pension Plan.
- e)** The Employer agrees to promptly provide all information requested by the Plan Administrator pursuant to its participation in the Pension Plan.
- f)** An employee who reaches the age of seventy (70) years shall, in compliance with legislation, cease to contribute to the Pension Plan. As a result, the two percent (2%) that the Employer contributes to the Plan for the employee shall be added to the employee's weekly pay.

### **32.03 Fonds de Solidarité (FTQ)**

The Employer shall collaborate with the Union to enable employees who so desire to participate in a supplementary savings plan.

The Employer shall deduct at source, from the pay of the employee who so wishes and who has signed an enrolment form and joined for this purpose, the amount indicated by the employee for the duration fixed or until notified otherwise. The employee may immediately invoke the permissible reduction of tax withheld at source.

The employee may, at any time, change the amount of these payments, or cease to participate or to be enrolled by submitting notice to that effect.

## **SECTION 33 DISPOSITION, MERGER, TRANSFER OF BUSINESS**

### **33.01 Validity of the Collective Agreement**

The disposition or franchising in whole or in part of the business shall not invalidate this Collective Agreement.

### **33.02 Merger or division of the business**

Regardless of the division, merger or change in legal structure of the business, the new Employer shall be bound by this Collective Agreement as if it were named in the Agreement and shall automatically become party to all associated procedures in place of the preceding Employer.

### **33.03 Notice to the Union**

The Employer agrees to notify the Union within thirty (30) calendar days should one or more of the following occur:

- a) Sale of the business;



- b) Moving of the Employer's operations;
- c) Any change in the supervision of said business.

## **SECTION 34      EQUIPMENT AND BREAKAGE**

### **34.01      Employee responsibility**

The employee shall maintain in good condition any piece of equipment that the Employer provides to them for work purposes. They shall report, in writing, at the end of their workday, any loss of or damage to said equipment. Any loss or damage caused by employee's negligence shall result in disciplinary action. Any loss or damage intentionally caused shall result in termination of the employment.

Any unreported loss or damage, will result in strict discipline action against all employees involved in an incident, including members of the crew who were aware of the damage and failed to report it to the Employer. Two consecutive failures to report in a period of 12 months shall result in immediate termination of the employee's employment with the Employer with cause.

Any disciplinary measure imposed according to this article are subject to the grievance procedure.

### **34.02      Employer responsibility**

The Employer acknowledges that it is essential that it take all measures necessary to ensure its employees' constant maximum safety at work.

To this end, the Employer undertakes to act immediately when there is a reasonable indication that the safety of its employees is at risk in performing their duties.

## **SECTION 35      LEGAL AFFAIRS**

### **35.01      Representation expenses**

The Employer shall ensure and assume the means of defence of any employee in the event that legal proceedings are brought against them as a result of actions performed in the normal course of their duties.

This section shall not apply if the employee is prosecuted for acts committed against the Employer or against a customer.

### **35.02      Gross negligence**

Should the Employer invoke the notion of gross negligence and refuse to grant the employee the legal protection afforded under article 24.03, the employee may file a grievance to demand that an expert in criminal law hear and decide the legal dispute.

### **35.03      Employee not selected for jury duty**

An employee who is summoned to serve as juror but who is not ultimately selected shall receive the difference between their usual salary and the jury fees for the days spent waiting.

### **35.04      Employee selected for jury duty**

An employee who is summoned to serve as juror shall be allowed the required time off by the Employer, and shall be compensated in accordance with the regular compensation for jury duty. The Employer shall not be required to pay for the jury duty nor any difference between jury duty pay and employee's regular pay.

### **35.05      Witness**

Upon presentation of the subpoena, any employee who is summoned to appear as a witness before a court of law, quasi-judicial tribunal or administrative tribunal, the employee shall attend but will not receive any wages from the Employer.

If the employer requests an employee's attendance as a witness, such employee's will received their normal salary for all hours lost as a witness.

### **35.06 Assault**

Should, during the course of their duties, an employee fall prey to assault, they shall be entitled at no cost to the support of health professionals for the duration required by their condition. Such support shall be covered by the available insurance, benefits or CNESST coverage and shall not be paid by the Employer.

## **SECTION 36 VEHICLES AND FACILITIES OF THE EMPLOYER**

### **36.01 Conditions of operation**

Vehicles provided by the Employer shall be safe and secure, as required by the various transport laws. They shall also be equipped with operational telecommunications equipment.

When a vehicle could be considered unsafe by a team, the team may refuse to work after notifying their immediate supervisor, thereafter, the refusal will be in effect until the vehicle is checked or replaced.

### **36.02 Cleanliness of vehicles**

Vehicles shall be washed and their interior cleaned as needed. Nonetheless, it is the responsibility of each team member to keep the interior of the vehicle assigned to them clean and orderly. Any team which is found responsible for returning a dirty vehicle at the end of their shift shall be subject to disciplinary measures.

### **36.03 Air-conditioning and heating of workstations**

All workstations and vehicles shall be equipped with an adapted and operational air conditioner and heating system.

## **SECTION 37      CLOTHING AND UNIFORMS**

### **37.01      All employees**

- a) The Employer shall provide one set of uniforms to each employee. Each 12 months, the Employer will replace the part of the uniform that requires it, on presentation of the part that needs to be replaced.

#### **Uniform items are as follows:**

5 shirts (long or short sleeves)

3 pairs of pants

1 coat

1 tuque

1 cap

1 weapon holster

1 charger case

1 sweater

The Employer will supply the belt which will be replaced when needed, with authorization.

- b) Maximum of two hundred dollars (200.00\$) every eighteen (18) months, on presentation of a receipt.
- c) All employees who work on the road in an armoured vehicle or a service vehicle shall receive a bulletproof vest which they shall wear at all times when working. A new vest shall be provided to any employee whose vest is worn as a result of a reasonable wear and tear. All employees shall turn in to the Employer their bulletproof vest upon termination of employment, be it due to resignation, layoff or dismissal. The employees are not allowed to remove their bulletproof vests during performance of their duties, when outside of the Company's compound. Employees shall reimburse the cost of the vest which was damaged by the employee's intentional or negligent action.

- d) All equipment or clothing rendered necessary following changes shall be at the Employer's expense.

## **SECTION 38**      **PUBLISHING AND PRINTING OF THE COLLECTIVE AGREEMENT**

### **38.01      Publishing and printing of the Agreement**

Within thirty (30) business days of the signing of this Agreement, the Employer agrees to publish the text of this Agreement and to issue a copy to each employee currently in its employ and to each new employee hired.

The Employer and the Union shall share the costs equally, except the cost of translation, which shall be borne entirely by the Employer.

## **SECTION 39**      **MISCELLANEOUS PROVISIONS**

### **39.01      Route issues**

The Employer and the Union shall undertake to meet on a mutually agreed upon date or in the five (5) days following a written request from one of the parties to discuss issues with routes as well as problems with overtime. The purpose of this meeting shall be to discuss overtime and to optimize the use of personnel. The Employer shall be attentive to the Union and employee's submission, but shall retain its sole discretion in planning of routes and offering overtime to the employees.

## **SECTION 40**      **DURATION OF THE COLLECTIVE AGREEMENT**

### **40.01      Duration of the Agreement**

This Agreement will be in force from April 9<sup>th</sup>, 2020 and will end on April 8<sup>th</sup>, 2023.

#### **40.02     Legal gap**

The parties agree that, during negotiations regarding the renewal of this Collective Agreement, all provisions of this Collective Agreement shall remain in force until such time as the Union resorts to a strike or the Employer to a lock-out.

**IN WITNESS THEREOF**, the parties, by their authorized representatives, signed this collective agreement on \_\_\_\_\_ 2021.

**EMPLOYER**

**UNION**

## APPENDIX "A"

### Hourly rates and premiums

#### 1.01 Rate

Classification	April 9 2020	April 9 2021	April 9 2022
<b>Driver/Guard:</b>			
During probation	18.58\$	18.76\$	18.95\$
After probation	20.10\$	21.10\$	22.60\$
<b>Messenger :</b>			
During probation	18.58\$	18.76\$	18.95\$
After probation	20.10\$	21.10\$	22.60\$
<b>Armed vault:</b>			
During probation	18.58\$	18.76\$	18.95\$
After probation	20.00\$	21.00\$	22.50\$
<b>Unarmed vault:</b>			
During probation	17.47\$	17.62\$	17.79\$
After probation	18.50\$	19.00\$	19.75\$

- 1.02** Employees working on the weekend night shift and weekend day shifts will receive a premium of sixty cents (0.60\$) for each hour worked. Employees working on the night shifts Monday to Friday will receive a premium of forty cents (0.40\$) for each hour worked, starting on January 1, 2021.

## **APPENDIX "B"**

### **SECURITY INSIDE THE BRANCH**

Because of the nature of the company and for the security of all employees, the inside and outside of the branch will be on video surveillance at all times.

### **LETTER OF UNDERSTANDING #1**

#### **Bulletproof vests**

#### **THE PARTIES AGREE AS FOLLOWS:**

The Employer agrees to reimburse in three payments the sum of four hundred dollars (\$400.00) to all active employees who were obliged to pay cost of a bulletproof vest.