

# **COLLECTIVE AGREEMENT**

**BETWEEN:**

**VERSACOLD LOGISTICS SERVICES**  
**(Transport Division)**  
1600 Brandon Crescent  
Lachine, Quebec H8T 2M8

(Hereinafter referred to as "the Employer" or "the Company")

**AND:**

EDSC, TRAVAIL  
ESDC, LABOUR

SEP 22 2021



SFMC  
FMCS

**TEAMSTERS QUÉBEC, LOCAL 1999**  
9393 Edison Street  
Suite 100  
Anjou, Quebec  
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(Hereinafter referred to as "the Union")

October 29, 2019 to October 28, 2024

15019 (02)

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## **PURPOSE OF THE AGREEMENT**

The purpose of this Collective Agreement is to protect common interests, establish fair working conditions, and to promote a harmonious working relationship between the Employees, the Employer and the Union in support of a mutually beneficial and productive work relationship.

NOTES: Masculine pronouns have been used for the purpose of simplification. They also refer inclusively to the feminine. Substitutions can be made where necessary.

Plural and singular nouns are interchangeable, unless context implies otherwise.

The term "Employee" throughout this Collective Agreement refers to any individual covered by this Collective Agreement in accordance with the definition outlined below in Clause 1.01, unless context implies otherwise.

All titles and sub-titles contained in this Collective Bargaining Agreement are purely for reference purposes and shall not affect its interpretation.

## **ARTICLE 1**      **ACKNOWLEDGEMENTS AND SCOPE**

### 1.01      Bargaining Unit

The Employer recognizes the Union as the sole bargaining agent permitted to represent its Employees in accordance with the stipulated Union Accreditation Certificate handed down by the *Service du Conseil Canadien des relations Industrielles* (Canada Industrial Relations Board) on December 23<sup>rd</sup>, 2015.

1.02      The Employer shall not hire owner-operator drivers nor award any subcontracts which result in layoffs or which prevent laid-off Employees from returning to work. Cannot also prevent a regular Employee from working their regular hours if available. Regular Employees will always have priority over owner operators or other subcontractors regarding regular/overtime hours.

1.03 No individual Agreements shall be made between the Employer and any Union-member(s) if such Agreements should conflict with the provisions of this Collective Agreement.

**ARTICLE 2**      **MANAGEMENT RIGHTS**

2.01 The Union recognizes the Employer's right to:

- a) maintain order, discipline and efficiency;
- b) hire, categorize, direct, assign, promote, demote, transfer, lay off, discipline, suspend and dismiss Employees and to increase personnel or downsize;
- c) essentially manage the company and, without restricting the general scope of the foregoing, determine the number and location of work establishments, methods and procedures to be followed, work schedules, the type of machinery and its placement, as well as the tools and equipment to be used, in addition to selecting, installing and determining all operating requirements for the use and handling of any equipment or materials the Employer deems suitable;
- d) make, alter and enforce the rules and regulations that Employees must observe, which must not conflict with the terms of this Agreement. All rules and regulations must be provided to all Unionized Employees and to the Union Office. The Employer must inform all Employees and the Union in writing of any changes made to such rules and/or regulations. Such changes shall not enter into force any earlier than seven (7) days from the written notification;
- e) the foregoing being subject to all provisions within this Collective Agreement.

2.02 The Employer recognizes the right of the Union and its members to invoke the grievance procedure against any breach of the provisions in this Collective Agreement committed by the Employer.

2.03 Should the Employer wish to create a new job classification in accordance with operating needs at this facility, the parties will discuss the related job classification conditions.

The Employer must maintain pay equity when creating new positions or new job classifications, and when modifying existing positions or job conditions.

Should the parties fail to reach an agreement on work conditions, the Union can follow the grievance procedure and invoke the right to an arbitration process. The arbitrator's decision shall apply retroactively from the time the new position or job classification was created.

2.04 If new work methods or technological changes are implemented, the Employer shall grant Employees a reasonable amount of training and adjustment time to help them perform any new duties assigned to them.

2.05 The two (2) parties agree that discrimination against or intimidation of Unionized Employees shall not be tolerated, be it in relation to race, skin colour, gender, or due to political, religious or union affiliation, or for participation in any union activities so long as there is no breach of or inducement to breach this Agreement.

### **ARTICLE 3**      **UNION SAFEGUARDS**

3.01 All Employees covered under the Union Accreditation Certificate must become Union members and remain a member for the duration of the Collective Agreement.

3.02 a) The Employer agrees to have each newly hired Employee sign the Union membership card and forward it to the Union secretary-treasurer.

b) The Employer agrees to introduce each newly hired Employee to the Union Stewards so they may then be informed of the Union's existence. At the end of an Employee's trial period (probation), the Employer shall provide him with a copy of this Collective Agreement.

3.03 The Employer shall deduct initiation fees from each Employee, in the amount stipulated by Union Regulations, after a thirty (30) -calendar-day waiting period.

- 3.04 The Employer shall deduct the Union dues for each Employee at each pay period starting with his first pay period, in accordance with Union Regulations.
- 3.05 a) The Employer shall remit Union dues and initiation fees, along with a Union dues report, to the Union secretary-treasurer on or before the fifteenth (15<sup>th</sup>) day from each month-end.
- b) Any worker who performs duties that are covered under the Certificate must pay union dues. This also applies to temporary employment agency workers who are not members of the Certification Unit, barring those mentioned in Article 1.02.
- 3.06 The Employer will provide the following information on the monthly union dues report for each Employee:

Employee number, first and last names; social insurance number; address changes; weekly dues deducted and cumulative monthly dues deducted; job classification; base hourly wage rate (excluding overtime and premiums); last date of employment.

For all newly hired Employees, the Employer will also provide:

full address details, date of birth, employment start date, and initiation fees paid.

#### **ARTICLE 4**      **INFORMATION EXCHANGE**

- 4.01 Within thirty (30) days of signing this Agreement, the Employer will supply the Union with a list of Company representatives authorized to negotiate with the Union on its behalf. This list shall be kept up to date.
- 4.02 Within thirty (30) days of signing this Agreement, the Union will supply the Employer with a list of its Union Stewards. This list shall be kept up to date.
- 4.03 Within thirty (30) days of signing this Collective Agreement and twice (2 times) yearly, specifically on February 1<sup>st</sup> and November 1<sup>st</sup>, the Employer will supply the Union with an alphabetized list of all Employees covered under the Union Accreditation Certificate.

This list shall include: name, employee number, address, date of birth, social insurance number, start date for current position, wage rate and initial hiring date.

**ARTICLE 5**      **UNION AFFAIRS**

5.01            Provided the Employer or one of its representatives has been notified, Union Representatives may visit the premises or meet with Union Stewards (one (1) Employee at a time) to ensure the provisions of this Collective Agreement are being upheld.

Should the Union Representative wish to meet with another Employee, a request must be made to the Employer's representative, who shall in turn authorize the meeting to take place as soon as possible.

It is agreed that such meetings will take place during normal working hours and with minimal impact to the Company's operational needs, with no loss of regular wages for any Stewards or Employees involved.

5.02            Upon request by the Union, the Employer must grant a regular Employee an unpaid leave of absence of up to six (6) months to attend to Union affairs. The Union must submit a written request thirty (30) days prior to the leave.

No more than one (1) Employee may be granted leave for Union affairs simultaneously.

After this leave of absence, the Employee resumes his employment and all provisions of the Collective Agreement remain in force as if he had not left the position. The Employee will be reinstated to his previous position in the Bargaining Unit.

If the position has been abolished, the Employee may select an equivalent position in accordance with his seniority.

5.03            The Employer will accept and recognize the Union Stewards elected by Employees or designated by the Union. No wage loss will be suffered by Union Stewards or any involved Employees when dealing with the Employer for Union matters on the premises. The Employer will recognize any substitute Union stewards acting as stand-ins; a substitute shall only perform a role in the absence of the first Steward.

The parties agree that a Joint Labour Relations Committee meeting may be called to discuss and assess the application of this Agreement, any general work conditions and for the purpose of maintaining a harmonious relationship between the Employer, Employees and the Union.

In order for documentation to be sent to the Union, the Steward may, with Supervisor approval, use the Employer's facsimile during work hours. The Employer may ask for a copy of the transmission receipt.

5.05 The Union Steward may be granted a leave of absence for Union affairs for a duration of up to five (5) business days per year (total). The Employer will pay regular wages for the first three (3) days. The Union must submit a written request at least fifteen (15) days prior to the leave of absence.

5.06 In the case of layoffs, Union Stewards can exercise their right to job priority over any other Employee.

5.07 The Employer will grant one (1) Union Steward and one (1) substitute Union Steward paid leave at their regular hourly rate up to a maximum of three (3) nine (9)-hour work day for joint meetings for the renewal of the Collective Agreement or for specific clauses therein. Any additional days granted for these reasons will not be paid by the Company.

5.08 The Employer agrees to provide a noticeboard to post Union information in a location visible to all Employees. Only the Union will have the right to post messages.

The Employer will also provide a board for Union Stewards.

5.09 The Employer shall allow the Union to hold secret ballots on company premises to elect its officials and administrative leaders, except on weekends.

**ARTICLE 6**      **SENIORITY, PROMOTIONS AND AVAILABLE POSITIONS**

6.01 Seniority refers to an Employee's length of continuous service starting from the most recent hiring date.



6.02 Employees acquire seniority rights after completing the trial period of ninety (90) workdays.

During the trial period, Employees cannot make use of the grievance process if dismissed or terminated. They are, however, entitled to the other benefits mentioned in this Collective Agreement, unless otherwise stipulated elsewhere herein.

Although Employees acquire seniority rights at the end of their trial period, their seniority, however, is calculated from their commencement date.

6.03 The Employer shall post an Employee seniority list, which shall be kept up to date. Employees have thirty (30) calendar days from its posting to contest its accuracy, after which point the list becomes official. Notwithstanding the foregoing, for Employees who are absent during the said thirty (30) -day contest period, the time frame for contesting shall begin upon return to work. In addition, the Employer shall provide a seniority list to the Union Stewards on February 1<sup>st</sup> each year, or whenever corrections have been made to the list.

6.04 When two (2) Employees have the same employment commencement date, a draw between the two (2) Employees shall establish order of seniority on the list.

6.05 Employee seniority rights and employment shall be revoked if an Employee:

a) willingly resigns;

b) is dismissed on reasonable grounds;

c) has been laid off and does not return to work within seven (7) calendar days of being called back to work, having been notified by certified or registered mail or by courier, and with the Union having been notified in writing. It is the Employee's responsibility to provide his address to the Employer and to the Union;

d) is laid off, but nonetheless will retain his seniority for a period equal to his existing seniority and not exceeding twelve (12) months and, in the event of illness or an accident, for a period equal to his existing seniority and not exceeding twenty-four (24) months;

- e) fails to return to work after authorized leave, except in cases where a valid reason prevents it and proof can be provided;
- f) is absent without permission or valid excuse for three (3) or more consecutive business days. The burden of proof lies with the Employee.

6.06 Employee seniority continues to accumulate during absences that are covered by this Collective Agreement or by Labour Norms, which are authorized by the Employer, or which are caused by illness, accidents or work-related accidents.

6.07 Employees who are being laid off for six (6) months or longer, and have completed the trial period, are entitled to advance notice of:

- a) one (1) week or one (1) week's wages if they have less than one (1) year of continuous service;
- b) two (2) weeks or two (2) weeks' wages if they have one (1) to five (5) years of continuous service;
- c) four (4) weeks or four (4) weeks' wages if they have five (5) to ten (10) years of continuous service;
- d) eight (8) weeks or eight (8) weeks' wages if they have ten (10) or more years of continuous service.

The advance notice periods outlined in Article 6.08 will not re-apply when a laid-off Employee is temporarily called back to work for a period of four (4) weeks or less.

6.08 Employee seniority shall be the determining factor during any staff downsizing or layoffs, provided that Employees with seniority have the necessary qualifications to carry out the work in question.

If an Employee must be laid off, the Employer must lay off the Employee with the least seniority in the given position.

6.09 The Employer agrees to call Employees back to work in order of seniority, provided the Employee is suitably qualified to perform the job in question.

6.10 It is the Employee's responsibility to notify the Employer of any change of address or phone number. Should they have provided the employer with several numbers, Employees must indicate to the Employer in writing which is the primary telephone number at which they can be reached. Failure to notify the Employer of this information frees the Employer from its related obligations set out in this Collective Agreement.

6.11 Employees with seniority who are assigned to a position outside of the Bargaining Unit shall maintain and continue accumulating seniority for a period of six (6) months and may return to their former position at any time during those six (6) months. After that time, the Employee shall no longer be a part of the Bargaining Unit.

## **ARTICLE 7**      **DISCIPLINARY MEASURES**

7.01 Verbal warning, written warning, suspension, demotion and dismissal are all disciplinary measures that may be used depending on the seriousness and/or frequency of an alleged offense.

7.02 The Employer shall not take disciplinary action without sufficient and just cause.

7.03 Disciplinary measures may not be implemented if fifteen (15) days have passed since the alleged offence occurred or since the Employer became aware of the facts, except in cases where the Employer has sent written notification to the Union to confirm the Employer is undertaking an investigation.

7.04 When the Employer calls a meeting with an Employee to discuss disciplinary measures, the Union Steward must also be invited. If the Employee does not wish for the Steward to be present at the meeting, he must inform the Steward at the time of the disciplinary meeting.

7.05 A copy of any disciplinary notice shall, at the same time, be sent to the Employee concerned, to the Union Steward and to the Union. This disciplinary notice shall explain the disciplinary measures taken and the reasons for them.

For cases of suspension, the Employer will notify the Employee of the suspension dates within fifteen (15) days.

The Employee or the Union Steward who is present when disciplinary notification is given must acknowledge receipt of such notification by signing and dating it. This signature is not in any way an admission of any alleged offense.

7.06 Any disciplinary complaint, grievance or warning in an Employee's file becomes null and void twelve (12) months from date of issue.

Employee absences of four (4) or more consecutive weeks will be tacked onto the above-mentioned twelve (12) month expiration periods.

7.07 A Union Steward shall attend and act as a witness at every disciplinary meeting held by the Employer.

7.08 All communications, information and new regulations set in place by the Employer shall be posted in French and the Union will be notified prior to any coming into effect.

## **ARTICLE 8**      **GRIEVANCE PROCEDURE**

8.01 A grievance is defined as a disagreement between the Employer, the Union and one or more Employees on the interpretation or application of the provisions in this Collective Agreement; it can also take the form of an allegation by either party that the Agreement has been misinterpreted or breached.

8.02 It is agreed that the Employer, the Union and any Employee can lodge a grievance in relation to any disagreements on the application, interpretation or an alleged breach of this Agreement.

The Employer, the Union, the Union Representative or the Union Steward may lodge a collective grievance in relation to any disagreements on the interpretation or application of the Collective Agreement that directly and simultaneously involves several Employees or contracting parties.

8.03 The grievance form shall specify the nature of the grievance, the main articles allegedly breached or misinterpreted, and the resolution sought.

8.04 Grievance procedure – First Step

Union Stewards or Employees (who may come forward individually or with a Steward) who believe they have been subject to a breach or misinterpretation of the Collective Agreement, must first verbally discuss the matter with the Employer's representative (foreman), or his stand-in, within fifteen (15) business days of learning of the situation. The Employer's representative (or his stand-in) must then render a verbal decision within five (5) business days of the meeting.

8.05 Grievance procedure - Second Step

If no response is given in the first step, or if the response is negative, the grievance must be submitted in writing within the next ten (10) business days. The Employer (manager) must submit an answer in writing to the Union Steward within another ten (10) business days, submitting a carbon copy to the Union.

Any unresolved grievances must be submitted to the Labour Relations Committee for discussion within forty-five (45) days from the initial grievance submission.

8.06 If an Employee is unable to lodge a grievance within the established time limit due to a leave of absence provided for in this Agreement, the time limit may be extended until the Employee's return to work; the grievance must be lodged within five (5) business days of the Employee's return to work.

8.07 Should a party fail to complete one or more of the steps outlined in this procedure within the established time frames, the other party automatically obtains the right to proceed with the next step in the grievance or arbitration procedure.

8.08 Grievances concerning the Union/Employer relationship —as signatories of this Agreement— are to be resolved in keeping with the provisions set out in the grievance procedure, but starting directly with the second step.

8.09 All time limits specified above can be modified, subject to written agreement between both parties.

8.10 Both parties agree that all correspondence relating to grievance and arbitration shall be done via certified mail, registered mail, email, courier or fax, and will require an acknowledgement of receipt.

8.11 Notwithstanding the grievance procedures established in this Collective Agreement, both parties may request a time extension from the other for any pending grievances so long as this is done within the specified time limits.

Failure to respond to any such request shall constitute consent to extend the time frame.

## **ARTICLE 9**      **ARBITRATION**

9.01 If a grievance has not been satisfactorily resolved after all specified grievance procedure steps have been undertaken, it may then be referred to arbitration within thirty-one (31) days of the date that the final ruling was handed down at the last step of the grievance procedure. The parties shall comply with all relevant articles in the *Canada Labour Code*.

9.02 The aggrieved party shall submit the names of potential arbitrators qualified to settle the grievance, then the two parties must agree upon the final choice.

If the parties are not able to agree upon an arbitrator, the aggrieved party will appeal to the Quebec Labour Minister to appoint an arbitrator.

9.03 The appointed arbitrator shall comply with the provisions of this Collective Agreement, with no authority to add, expunge, or change any part of the Agreement, nor to render a decision which conflicts with its provisions.

9.04 For all grievances concerning suspensions or dismissals, the arbitrator has the authority to uphold, reduce or quash the suspension or dismissal. He has the authority to order an Employee reinstated, with payment of lost wages plus interest. The interest paid shall be based on the prime rate established by the Bank of Canada at the time the grievance was lodged, plus one percent (1%).

9.05 Each contracting party shall pay half the arbitrator's fees and expenses.

9.06 The arbitrator's judgment is final and binding upon the Employer, the Union and the Employees involved.

**ARTICLE 10**      **WORK HOURS**

10.01 It is understood that a regular workweek is comprised of forty-five (45) hours.

10.02 The work schedule shall be based on meeting work-volume requirements and posted on the bulletin board daily. When planning schedules, the Employer shall duly consider any preferences stated by Employees so long as operational requirements can be met.

10.03 When absent, Employees are responsible for contacting the Employer in order to be informed of their work schedules.

10.04 An Employee who shows up for work but cannot perform his scheduled shift duties due to a mechanical break-down, or other vehicular problems, will be paid no less than four (4) hours of regular wages for the shift in question and for the following day.

10.05 Employees must punch their time cards at the start and the end of their shifts.

Employees must be ready to perform their duties when they punch their time card, as stipulated in the preceding paragraph.

**ARTICLE 11**      **BREAKS AND MEALS**

11.01 Each Employee is entitled to two paid fifteen (15) -minute breaks, the first to be taken midway through the first half of their shift and the second to be taken midway through the second half of their shift.

11.02 The thirty (30) -minute meal break is not paid and shall be taken toward the middle of the Employee's shift.

**ARTICLE 12**      **OVERTIME**

- 12.01            Overtime shall be paid at time-and-a-half after nine (9) hours have been worked on a given day or after forty-five (45) hours have been worked in a given week.
- 12.02            Overtime will be distributed based on operational needs and where possible seniority/qualifications. If the needs of the operation are not met, the Employees with the least seniority will be required to work overtime.
- 12.03            Employees called in to work (outside their regular daily work schedule) shall be compensated for at least four (4) hours of work at their regular rates. However, this provision becomes void if the extra hours immediately precede or follow their regular work schedule.
- 12.04            Employees will be eligible to either "Bank Overtime" or be paid. Employees shall choose their preference according to Appendix "D".

**ARTICLE 13**      **WAGES**

- 13.01            Pay grades are provided in Appendix "A" and shall form part of this Agreement.
- 13.02            The adoption of this Agreement shall not result in any reduced wages or layoffs.
- 13.03            Any current hourly wage rates that exceed the pay grades in this Agreement shall not be reduced when this Agreement enters into force, provided that the Employee retains the same position for which he was paid the higher hourly rates.
- 13.04            Pay records shall be distributed every two (2) weeks for the period ending on the previous Saturday and provided by no later than Thursday before the end of an Employee's shift. Direct deposits shall be made at the Employer's expense.
- 13.05            If more than fifty dollars (\$50.00) is missing from an Employee's pay, the Employer shall pay the difference by issuing an additional payment within two (2) business days of becoming aware of the error.



- 13.06 The Employer must include the following on Employee pay records:
- name of the Employer; Employee first and last names; Employee ID number; date of payment and the corresponding work period; number of hours paid at the regular rate; number of overtime hours paid with the applicable supplement rate; type and amount of any bonuses, indemnities, allowances or commissions paid; Employee's regular wage rate(s); gross wages earned; type and amount of deductions applied and net amount paid to the Employee.
- 13.07 The Union fees deducted will also appear on T4 and Quebec Relevé 1 forms.
- 13.08 Pays will be deposited every two (2) weeks on Thursdays.

**ARTICLE 14**    **WAGE SUPPLEMENTS**

- 14.01 The various supplements to basic wage rates are established in Appendix "A" of this Collective Agreement.
- 14.02 When an Employee does overtime, wage supplements (premiums) apply on top of regular wages.

**ARTICLE 15**    **ANNUAL VACATIONS**

15.01    Accrual of Vacation Time

The vacation reference year is a period of twelve (12) consecutive months during which Employees accumulate vacation time progressively over the year.

The reference period starts on January 1<sup>st</sup> of previous year and ends on December 31<sup>st</sup> of that same year,

The employer agrees to pay vacation time to Employees with the necessary seniority based on hiring date.

**Continuous Service**

**Paid Vacation**

Under 12 months

1 day per month of service (maximum of 10 days) at 4% of total wages received

1 year or more

2 weeks at 4% of total wages received or two weeks' wages, whichever amount is greater

4 years or more

3 weeks at 6% of total wages received or 3 weeks' wages, whichever amount is greater

9 years or more

4 weeks at 8% of total wages received or 4 weeks' wages, whichever amount is greater

15 years or more

5 weeks at 10% of total wages received or 5 weeks' wages, whichever amount is greater

**NOTE:**

the term "weeks' wages" refers to regular base weekly wages received by the Employee at the time any vacation period begins, including any increase that occurs during the Employee's vacation period. Employees who are absent throughout the entire reference year will not be eligible for any vacation upon their return to work. They may, however, at the end of the current reference year, still be eligible to use any remaining vacation due from the preceding reference year.

**15.02**

Choice of summer vacation dates is decided as follows:

- i) On January 1<sup>st</sup> of each year, and for a period of fifteen (15) calendar days, the Employer must post a list for all Employees to indicate their preferred vacation dates. Each Employee must indicate a minimum of two (2) weeks of vacation during this first round. In the first round, an employee may not choose more than two (2) weeks of vacation during the summer period.

Around January 16 of each year for a period of fifteen (15) calendar days, the Employer must post a second (2<sup>nd</sup>) round list for all Employees to indicate their preferred vacation dates to schedule one (1) additional week of vacation.

If needed, around February 1<sup>st</sup> of each year for a period of fifteen (15) calendar days, the Employer may post a third (3<sup>rd</sup>) round list for all Employees to indicate their preferred vacation dates to schedule one (1) additional week of vacation.

At the end of each round, a copy of the list of confirmed choices agreed to upon must be submitted to the Union Steward and changes may not be made any time thereafter, except by mutual agreement between the affected parties.

Employees who do not make their preferred summer vacation dates known within the time frames specified above may not use their seniority to reserve vacation dates and must select from the remaining dates available.

- ii) For all other vacation seasons, Employees must submit a written request (vacation form) at least two weeks in advance and wait for an approval or confirmation. The Employer has seven (7) days to reply to the request.
- iii) Employees have until October 1<sup>st</sup> of each year to schedule their vacation time.

15.03 The peak vacation period is from June 1<sup>st</sup> to September 30 of each year. No employee may request more than two (2) consecutive weeks of vacation during that time. However, if spare weeks remain unused during the peak period, the Employer shall provide the opportunity for Employees, in order of seniority, to select a third or fourth week of additional vacation provided it is not consecutive to their other approved vacation choices.

15.04 The number of Employees that may take vacation at the same time is established based on business operational needs, however at least one (1) Employee may be on vacation in a given week.

15.05 Employees who wish to take vacation during the off-peak period may take all the weeks to which they are entitled, but only by prior Agreement with the Employer.

Weeks of vacation may not be broken up during the peak vacation period. In off-peak periods, the splitting up of vacation weeks is granted upon request and subject to Employer approval.

- 15.06 An Employee's vacation pay is deposited on regular pay dates as if he were at work.
- 15.07 Vacation days cannot be carried forward to subsequent years and cannot be paid out in lieu.
- 15.08 The Employer may not, in any situation, substitute other forms of compensation in lieu of vacation time provided for in this Agreement.
- 15.09 Employees on sick leave or injury-on-duty leave at the time when their annual vacation is scheduled to commence may postpone their vacation to another date within the reference period. If said Employees cannot take their vacation during this period, the Employer shall pay out the vacation time owed.
- 15.10 Any statutory holidays that fall during an Employee's vacation will be added to his existing vacation period or may be scheduled, upon coming to an agreement with the Employer, at a future date within thirty (30) days following the related vacation period.
- 15.11 Employees getting married have priority in choosing vacation times. However, they must submit their choice when the Employer posts the vacation chart.
- 15.12 Employees who leave the employ of the Company are entitled to payment of wages in lieu of vacation time accrued up until their departure date based on their years of service. They shall receive 4%, 6%, 8%, or 10% of their earnings, as applicable.

**ARTICLE 16**    **STATUTORY HOLIDAYS**

- 16.01    a) Non-working, paid statutory holidays are as follows:
- New Year's Day
  - The day after New Year's Day
  - Good Friday and/or Easter Monday; with thirty (30) days' advance notice by Employer
  - Victoria Day
  - Saint Jean Baptiste Day
  - Canada Day
  - Labour Day

- Thanksgiving Day
- Christmas Eve or New Year's Eve (half days). Employees shall be notified which holiday applies to them at least one (1) week prior to Christmas Eve.
- Christmas Day
- Boxing Day
- Employee's birthday

Statutory holiday calculation: 9 hours compensation – For each paid non-working statutory holiday, the Employer shall pay the Employee the equivalent of 1/20<sup>th</sup> of his gross wages earned in the four full working weeks prior to the week in which the paid holiday occurs. Employees will not receive less than the equivalent of nine (9) hours worked at the regular rate of pay.

- b) For Employees on day shift or evening shift, half will be granted Christmas Eve (half-day) and half New Year's Eve (half-day). The Employer will post a list on the noticeboard for Employees to indicate their preference. The choice of one day over another will be based on seniority within each job classification, provided the Employer's operating needs are met within each job classification.

16.02 a) Statutory holidays that fall on any non-working day such as a Saturday or Sunday will be moved to the business day immediately preceding or following it. The Employer will give Employees at least one (1) week's advance notice.

- b) If a statutory holiday coincides with an Employee's weekly day off, it shall be postponed until the next business day or taken on the business day prior to it. The Employer will give Employees at least one (1) week's advance notice.

16.03 a) For weeks with one or more holidays, the normal work week shall be reduced by one or more days as necessary, and each day shall equal nine (9) hours.

- b) Employees are not entitled to statutory holiday pay if they are absent without authorization on the business day immediately prior to or immediately following the statutory holiday, unless the reason for the absence is due to *force majeure*, illness, or an accident, which they must be able to justify.

**ARTICLE 17**    **SPECIAL LEAVE**

17.01            All Employees may take a paid holiday day in the following situations:

- a) For their own wedding: one (1) business day;
- b) For the birth or adoption of a child or for the miscarriage or termination of a pregnancy occurring as of the twentieth (20<sup>th</sup>) week of pregnancy: two (2) business days. The Employee must provide Employer with as much advance notice as possible;
- c) For the death of a spouse or a child: five (5) business days;
- d) For the death of a sibling or parent: four (4) business days;
- e) For the death of a father-in-law, mother-in-law, brother-in-law or sister-in-law: two (2) business days;
- f) For the death of a son-in-law, daughter-in-law, grandparent or grandchild: the day of the funeral if it is on the day the Employee would have normally worked;
- g) In all these situations, Employees must provide a supporting document to receive paid leave. Employees are entitled to one (1) additional day of paid leave when an aforementioned relative's funeral takes place more than two hundred (200) kilometers from Montreal;
- h) For the death of a person described in provisions d) and e) six hundred (600) kilometers or more, Employees may take two (2) additional weeks of unpaid leave.

- 17.02
- a) If a cremation or burial is postponed, one (1) of the other special leave days stipulated in clause 18.01 can be taken in lieu for the date of the cremation or burial.
  - b) In the event of the death of a person mentioned in clause 18.01 during an Employee's vacation, the provisions of clause 18.01 shall apply. The relevant regular vacation days shall be cancelled, and special leave days shall apply in their place. Relevant regular vacation days shall be postponed and taken immediately after the original vacation period, as an extension to it.

17.03 During federal, provincial, municipal or school elections, the Employer determines the hours that each Employee may be absent, without loss of wages and in compliance with the *Quebec Labour Act*.

**ARTICLE 18**      **LEAVE OF ABSENCE**

18.01 Employees may submit a written request to their direct supervisor for an unpaid leave of absence of up to six (6) months; this request must be submitted at least four (4) weeks prior to the first day of requested leave.

The request must include the following information:

- Date of the first day of leave;
- Date planned for return to work;
- Reason(s) for the request.

The Employer may not refuse this request unless its purpose is to enable an Employee to work for a local competitor. No more than one (1) Employee may be on leave of absence at the same time.

18.02 Employees are entitled to maternity leave, parental leave, and paternity leave in accordance with the legal provisions in force.

18.03 Further to Articles 19.01 and 19.02, Employees shall continue to accumulate seniority during a leave of absence. Upon returning to work, Employees shall re-integrate their former position or, if that position has been abolished, an equivalent position, and shall be entitled to any pay raise stipulated in the provisions of this Collective Agreement, irrespective of leave.

**ARTICLE 19**      **HEALTH, SAFETY AND WELLBEING**

19.01 The Employer agrees to take all necessary measures to ensure compliance with the workplace safety laws for its establishment(s) in order to safeguard the health of all its Employees.

It is the Employer's duty and responsibility to provide suitable equipment to Employees and to ensure it remains in good working condition.

It is the Employees' duty and responsibility to safely operate equipment and to report any defect or malfunction in said equipment to the Employer.

When a vehicle is in poor condition to the point where it can be deemed dangerous to use, it must be labeled as such. The keys must be removed and handed to the foreman along with a form explaining the malfunctions or defects in question.

19.02 The Employer agrees to allow a Union-designated Employee to attend Occupational Health and Safety Committee meetings.

19.03 a) For the duration of this Collective Agreement, the Employer shall maintain a group insurance plan. The payment of premiums shall be shared between the Employer and Employee based on the Employee's selected coverage plan option. Employees shall pay all costs related to salary protection insurance.

All Employees are required to sign up for the group insurance plan upon acquiring three (3) months of seniority.

The Union and the Company have agreed to amend this article to reflect the current benefits within VWS Lachine Unionized Employees.

b) When an Employee is laid off, the Employer must maintain his group insurance plan for two (2) months following the end of the month in which he was laid off and bear the abovementioned cost.

In such an event, the Employee's salary protection insurance shall not be maintained and the Employee shall make no further contributions.

c) When an Employee is on sick leave or leave for a non-work-related accident, the Employer shall continue paying his health insurance contributions (excluding any salary insurance portions) for the maximum length of time stipulated in Article 6.05 d).



During this time, the Employee continues to be responsible for his portion of insurance premiums, which will be paid by the Employer and reimbursed to the Employer monthly.

Notwithstanding the foregoing, Employees who opted for salary insurance for long-term invalidity shall be exempt from paying related premiums.

19.04 Sick/Personal Days

- a) All Employees covered by this Agreement are entitled to five (5) paid sick days of nine (9) hours each per year.
- b) No later than the second pay period of December each year, the Employer shall pay each Employee, at their regular wage rate at the time of payment, the equivalent of the number of unused sick days to which they are entitled as per provision a).
- c) The Employer may require proof of a valid reason after more than three (3) consecutive days of absence, unless an Employee has received a written warning for excessive absenteeism. Employees shall receive pay in lieu of unused sick days if said days are not taken by the second pay period of December each year.
- d) Each paid sick day is treated as hours worked for the purpose of calculating the forty-five (45) hours mentioned in Article 13.01.

19.05 If an Employee is temporarily unable to work due to illness or accident, the Employer agrees to allow him to return to work as soon as his health permits him to resume the duties he formerly performed.

- 19.06
- a) If an Employee suffers an accident at work, he shall receive full wages for the day of the accident.
  - b) Pursuant to the *Act Respecting Industrial Accidents and Occupational Diseases*, any Employee who suffers a work-related accident shall be entitled to income replacement indemnities provided for in the Act for each day he would have normally worked for up to fourteen (14) days following the accident.

- c) If, as a result of the accident, an Employee is required to periodically attend doctor's appointments for medical examinations during work hours, he shall be paid for the time spent at the doctor's office.

19.10 The Employer may require any Employee to undergo a medical examination by the Employer's doctor of choice, at the expense of the Employer. The examination shall take place during work hours unless it is a pre-hiring medical examination.

19.11 Pension Plan

Employees may make contributions to the Company's current group pension plan (RRSP). For Employees with one (1) or more years of service, the Employer shall make a contribution equal to that of the Employee for up to four percent (4%) of his regular wages received for the pay period in question.

19.12 The Employer shall equip all trucks with a suitable first aid kit.

19.13 The Employer undertakes to provide lockers for Employee use.

19.14 The Employer undertakes to supply a free parking lot for Employees to park their cars.

**ARTICLE 20**      **JURY AND WITNESS DUTY**

20.01 Employees called to serve jury duty shall be paid the difference between their earnings as a jury member and the wages they would have earned carrying out their regular workplace duties.

20.02 Employees called to jury selection and not retained must return to work as soon as possible and shall not incur any loss of wages. However, they must be able to prove that the absence was due to the wait during the jury selection process.

20.03 Employees called as witnesses in cases related to their job or the performance of their duties (when neither the defendant nor the accuser) shall be paid the difference between their earnings as a witness and the wages they would have earned carrying out their regular duties.

**ARTICLE 21**      **UNIFORMS**

21.01              Protective Clothing

The Employer supplies and, when necessary, replaces all safety accessories. Once yearly, upon submission of a receipt, the Employer will reimburse each Employee in the amount no greater than one hundred and seventy-five dollars (\$175.00) for the purchase of safety boots, provided they carry a CSA Standards (ACNOR) seal of approval.

Uniforms

Employees are required to wear uniforms chosen by the Employer. The Employer will supply three (3) short sleeve shirts, three (3) long sleeve shirts and three (3) pairs of pants per year. The Employer will also supply Employees with a 3 in 1 work coat and replace it when necessary and Employees will be required to return their previous 3 in 1 work coat.

**ARTICLE 22**      **STRIKE AND LOCK-OUT**

22.01              It is mutually agreed that, for the duration of this Agreement, there shall be no strike or lock-out, as stipulated in the *Canada Labour Code*.

**ARTICLE 23**      **TERM AND APPLICATION**

23.01              This Agreement comes into effect on October 29, 2019 and shall remain in effect until October 28, 2024.

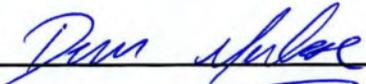
23.02              This Agreement shall not be rendered invalid by the nullification of one or more of its clauses. In the case of any nullification, only the relevant clauses shall be subject to re-negotiation between the signing parties in making any necessary corrections.

23.03              The Employer shall remit a cheque in the amount of one hundred dollars (\$100.00) to the Union as contribution towards the publishing of this Collective Agreement in booklet form; the Union shall handle the production of said pamphlets.

- 23.04 During renewal negotiations, both parties agree that all provisions in this Collective Agreement shall remain in force and effect until such time as the new Agreement enters into force.
- 23.05 Both parties agree that all Appendices and Addendums form an integral part of this Collective Agreement.
- 23.06 In case of divergence between the French and English versions, the French version will take precedence.

**IN WITNESS WHEREOF**, the duly authorized Parties have signed in Lachine, on this 13 day of June 2020.

**VERSACOLD LOGISTICS SERVICES**

  
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**TEAMSTERS QUÉBEC, LOCAL 1999**

  
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## APPENDIX "A"

### WAGES AND PREMIUM

#### 1) WAGES

##### Salary Scale

<b>Year</b>	<b>Under 5 years</b>	<b>5 to less than 10 years</b>	<b>10 years and over</b>
October 28, 2019	\$20.31	\$21.37	\$23.10
October 28, 2020	\$20.72	\$21.80	\$23.56
October 28, 2021	\$21.13	\$22.24	\$24.04
October 28, 2022	\$21.55	\$22.68	\$24.52
October 28, 2023	\$22.20	\$23.36	\$25.25

A signing bonus of five hundred (\$500.00) is payable to all Employees who remain in the Company's employ at the signing of this Agreement.

##### Application of salary scales

At the Agreement signing date, all Employees who remain in the Company's employ shall be subject to the salary scales herein in accordance with their number of years of seniority.

##### Progression through salary scales

Employees who have acquired the number of years required shall move up to the next salary scale level on their seniority date.

#### 2) PREMIUM

Employees whose shift begins between 7p.m. and midnight will receive a 0.50c wage premium for each hour worked.

## **APPENDIX "B"**

### **PAYMENT/REIMBURSEMENT METHOD FOR UNION-RELATED LEAVE OF ABSENCE**

When Union Stewards or Employees are granted leave at the request of the Union for unpaid Union business as stipulated in this Collective Agreement and/or authorized by the Employer:

The Employer shall pay their full wages, without any loss of benefits and as if they had not been absent from work.

The Employer must subsequently bill the Union for the hours and the Union shall reimburse the Employer for the number of hours Employees were absent, based on each Employee's hourly rate as well as benefits equal to thirty percent (30%) of their wages.

Notwithstanding the foregoing, Union Steward benefits are excluded from billing.

This Appendix shall not serve to restrict or modify the provisions of this Collective Agreement regarding Employer-paid leave of absence for Union business, for which the Employer shall not invoice the Union.

## **APPENDIX "C"**

### **FONDS DE SOLIDARITÉ DES TRAVAILLEURS DU QUÉBEC** (Quebec Workers' Solidarity Fund)

RE: Payroll Deductions on behalf of Quebec Labour Body *Fonds de solidarité du Québec* (FTQ) for Retirement Savings Plan

All Parties agree to the following:

1. The Employer shall cooperate with the Union to ensure that Employees may benefit from a retirement savings plan offered by Quebec labour body *Fonds de solidarité des travailleurs du Québec* (FTQ).
2. Furthermore, the Employer agrees to deduct retirement savings contributions from Employee pays for all Employees who so wish and, to that end, have signed the relevant program enrolment form. The Employer will respect the requested contribution amounts and contribution periods, until otherwise notified.
3. At any time, Employees may modify their contribution amount or cancel their enrolment by sending notice to the FTQ and to the Employer. If the Employer is notified directly of a cancellation, it shall forward a copy of such notification to the FTQ.
4. The Employer agrees to comply with the FTQ's remittance procedures and therefore undertakes to send a monthly cheque to the FTQ (no later than the fifteenth (15<sup>th</sup>) of the month that follows any pay deductions) covering all sums deducted in accordance with Paragraph 3. Remittances must be sent with a statement (form provided by the FTQ) indicating the name, social insurance number and contribution amount for each Employee. The Employer shall send a copy of the monthly contributions to the appropriate Union official.

## APPENDIX "D"

### AGREEMENT PERTAINING TO OVERTIME HOURS

#### Cumulative bank of hours

Regular Employees may choose to defer payment of any overtime hours worked by having them placed in an overtime bank. The aforementioned banked overtime hours may then be used at a later date in the form of paid leave for a time span equating to any sums due to him/her as banked overtime, and subject to the following processes:

1. Employees will be required to notify the Company on or before December 15 of each year if they plan to bank overtime for the year that follows. From that point, any overtime hours worked as of January 1<sup>st</sup> shall automatically accrue in the overtime bank until such time as the Employee's overtime bank reaches the threshold limit described hereafter in Paragraph 3.
2. Any Employee who wishes to take any accrued overtime hours as paid leave must send a written request to the Company at least two (2) weeks prior to the requested leave date. The Company may grant the requested leave, subject to operational needs being met, and shall inform the Employee as soon as possible. Written requests for paid leave during the period between May 1<sup>st</sup> and December 31<sup>st</sup> cannot be accepted prior to February 1<sup>st</sup>.
3. A given Employee cannot accrue more than forty (45) hours per year in his/her overtime bank. Any unused hours in an Employee's bank as of November 30<sup>th</sup> each year shall be paid out to that Employee by the Company no later than December 31<sup>st</sup> of the same year.
4. The overtime bank cannot be used to cover any unauthorized lateness or absence from work.
5. At any time, the Employee may send a written request asking that the Employer pay out the banked overtime hours. The Employer shall pay out the hours within thirty (30) days of receiving the aforementioned request.
6. Banked overtime hours must be converted to a full work day (or full days) of leave unless mutually agreed otherwise.



7. In the case of employment termination or lay-off, the Company shall pay out any overtime sums due to the Employee in accordance with the provisions of this Appendix.

8. For the purpose of this Article:

one (1) hour worked at time-and-a-half shall equate to one and a half (1 1/2) hours being transferred to the overtime bank

9. The Employer agrees to add information regarding the accumulation of banked hours on pay records when Versacold's payroll system permits.