



COLLECTIVE AGREEMENT

BETWEEN:

THE QUEBEC BUILDING SERVICE
CONTRACTORS ASSOCIATION INC.

Hereafter called the « Employer »

AND

THE SERVICE EMPLOYEES UNION
LOCAL 800

Hereafter called the « Union »

2017 - 2024

TRANSLATORS NOTE: Should there be a discrepancy between the English and the French text of the collective agreement, the French text shall prevail.

TABLE DES MATIÈRES

ARTICLE 1 - OBJECTIVE OF THE AGREEMENT.....	4
ARTICLE 2 - RECOGNITION AND JURISDICTION.....	4
ARTICLE 3 - MANAGERIAL RIGHTS.....	6
ARTICLE 4 - GENERAL PROVISIONS.....	7
ARTICLE 5 - COMMUNICATION AND BUILDING OF THE CLIENT.....	9
ARTICLE 6 - DEFINITIONS.....	9
ARTICLE 7 - UNION SYSTEM.....	17
ARTICLE 8 - UNION DELEGATE.....	18
ARTICLE 9 - JOINT COMMITTEE FOR LABOUR RELATIONS.....	21
ARTICLE 10 - GREIVANCE PROCEDURE.....	22
ARTICLE 11 - ARBITRATION.....	23
ARTICLE 12 - DISCIPLINARY OR ADMINISTRATIVE MEASURES.....	25
ARTICLE 13 - SENIORITY.....	28
ARTICLE 14 - POSITION REQUESTS, REPLACEMENT OR AVAILABILITY FORMS.....	29
ARTICLE 15 - VACANT AND NEWLY CREATED POSITIONS.....	30
ARTICLE 16 - POSITION TEMPORARILY VACANT OF ITS INCUMBENT.....	31
ARTICLE 17 - TRANSFER AND CONTRACT EXCLUSION.....	32
ARTICLE 18 - LAYOFF PROCEDURE.....	34
ARTICLE 19 - INFORMATION TO THE UNION.....	40
ARTICLE 20 - WORKING HOURS.....	44
ARTICLE 21 - RECALL TO WORK.....	47
ARTICLE 22 - MEALS AND REST PERIODS.....	47
ARTICLE 23 - WORK ROUTE AND WORK OVERLOAD.....	49
ARTICLE 24 - CLASSIFICATIONS AND SALARIES.....	51
ARTICLE 25 - LEGAL HOLIDAYS AND FLOATING DAYS.....	52
ARTICLE 26 - PAID VACATIONS.....	55
ARTICLE 27 - JURY DUTY.....	61
ARTICLE 28 - SPECIAL LEAVES.....	61
ARTICLE 29 - LEAVE OF ABSENCE WITHOUT PAY.....	62
ARTICLE 30 - ABSENCES AND LEAVES FOR FAMILY OR PARENTAL REASONS.....	62
ARTICLE 31 - SICK LEAVE.....	63
ARTICLE 32 - RETIREMENT PLAN.....	64
ARTICLE 33 - COLLECTIVE INSURANCE.....	66

ARTICLE 34 - PREMIUMS 68

ARTICLE 35 - PAYMENT OF SALARIES 68

ARTICLE 36 - SPECIFIC UNIFORM 70

ARTICLE 37 - OCCUPATIONAL HEALTH AND SAFETY 71

ARTICLE 38 - ACQUIRED RIGHTS 73

ARTICLE 39 - STRIKE AND LOCK-OUT 73

ARTICLE 40 - DURATION OF THE COLLECTIVE AGREEMENT 73

ARTICLE 41 - EFFECTS OF THE COLLECTIVE AGREEMENT 74

APPENDIX A - INFORMATION TO THE UNION ABOUT PERSONEL MOVEMENT 76

APPENDIX B - GROUP INSURANCE ELIGIBILITY CRITERIA 77

APPENDIX C - REQUEST FOR A NEW POSITION, REPLACEMENT OR AVAILABILITY FORM 78

APPENDIX D - LIST OF ARBITRATORS 79

LETTER OF AGREEMENT #1 80

LETTER OF AGREEMENT #2 81

LETTER OF AGREEMENT #3 82

ARTICLE 1 - OBJECTIVE OF THE AGREEMENT

- 1.01 The objective of the agreement shall be to establish an orderly relationship between the parties, to determine good working conditions and to ease the settlement of labour relations so as to favour good relations between the employer and the employees.

The union for its part agrees to encourage the employees to provide adequate work.

ARTICLE 2 - RECOGNITION AND JURISDICTION

- 2.01 The Association and the member employers recognize by the present agreement, the union as the sole and only bargaining agent for the purpose of negotiating and concluding a collective labour agreement in the name of and on behalf of all the workers covered by the union accreditation issued in accordance with the Quebec Labour Code provisions.

- 2.02 Should there be any dispute as to the interpretation of the accreditation's text, the Quebec Labour Code provisions shall be applied and no arbitrator may be called upon to interpret the meaning of this text.

- 2.03 The union recognizes the Association as the bargaining agent and the sole representative of all employers that are members of the Association or members to be.

The union agrees to not sign any collective agreement at lower conditions than that of the master collective agreement with any employer that is not a member of the Association, and this, for all the territory covered by the Decree respecting building service employees in the Montréal region, as amended.

- 2.04 The collective agreement applies to all paid building service employees from any classification listed in the collective agreement within the limits of the accreditation held by the union.

All other workers covered by the accreditation certificate must be the object of an individual agreement, which will be appended to the present collective agreement. If the parties cannot reach an agreement, the parties gain the right to strike and to lock-out ninety (90) days after a bargaining notice is sent by any one of the parties.

- 2.05 The collective agreement concluded by the Association binds all employers who are members of this Association for whom it must apply, including all future members of the Association.

- 2.06 No special agreement concerning different working conditions than those provided for in this agreement, between an employer and an employee is valid without a written agreement from the Union representative.

2.07 The employer notifies the union in writing of any nomination of an employee covered by the bargaining unit to a lead hand position or any other job having responsibilities towards employees, as well as any job excluded from the bargaining unit, within ten (10) business days of the nomination.

2.08 **Directives**

- a) The employer shall forward to all employees a copy of any new written directive or modification to any existing written directive.
- b) No directive is enforceable against the employee if it has not been forwarded to the employee in accordance with subsection 2.08 a).

2.09 The management staff must not execute any work done by the employees covered by the accreditation unit except in the case of emergencies insofar as the working hours of the employees assigned to this contract are not reduced nor are employees laid off.

2.10 **Sub-contracting**

- a) The employer agrees to not confide to a third party, in sub-contracting, franchise, concession, alienation or any other type of transfer regardless of its form, works covered by the Decree respecting building service employees in the Montréal region, as amended, if this is to have the effect of eluding the integral application of these jobs to the Decree.
Consequently, the employer remains fully responsible for the application of the Decree by the said third.
- b) If the employer obtains a service contract covered by the Decree respecting building service employees in the Montréal region, as amended, and he confides its execution, in whole or in part to sub-contracting, this sub-contract must not:
 - i) Cause the layoff or the reduction in working hours of employees covered by the collective agreement or cause the abolition of a position;
 - ii) Replace the creation of a position in accordance with article 15 and articles 16.02, 20.06 and 20.07 of the collective agreement.
- c) The provisions of subsection 2.10 b) do not apply:
 - i) To works of Class C;
 - ii) To unusual, biannual, or annual works that cannot be confided to the employees of this building or to employees of a special team (mobile team), such as floor stripping or carpet washing, or emergency work.
- d) Monthly or occasional report

- i) On the third Monday of each month, the employer forwards to the union a report of the works subcontracted for classes A and B under subsection 2.10 c) 2) or under a letter of agreement, which includes the following information:
 - Duration of the works (beginning and end);
 - Works location;
 - Nature of the works;
 - Scope of works.
- ii) However, when a particular situation arises, the union may require the informations mentioned under article 2.10 d) i) regarding the situation.

ARTICLE 3 - MANAGERIAL RIGHTS

3.01 Managerial right

The union recognizes the right of the employer to exercise his directorate, administration and management duties in a way that is compatible with the provisions of the present collective agreement.

3.02 Exercising the managerial right

- a) The right of the employer foreseen in article 3.01 also includes and this without limitations, the right to promote employees, to determine schedules and work hours, to demote employees, to train them, and to transfer them under the provisions of the collective agreement.
- b) The employer also has the right to hire, suspend and dismiss or otherwise discipline any employee, but the exercise of these rights and powers will be subjected to the provisions of this collective agreement.
- c) The employer agrees to discipline, to suspend, transfer or dismiss an employee only for just and sufficient cause.

3.03 Communications with the employee

- a) The employer may send any document to an employee by email after receiving the employee's consent, or by mail (registered mail, certified mail, priority post or any other messenger service).
- b) The mail is presumed having been received by the employees as soon as a responsible person acknowledges receipt at the last known place of residence of the employee concerned.

3.04 **New contract**

When a new contract is obtained, the information to be transmitted to the union is mentioned in article 19.01.

ARTICLE 4 - GENERAL PROVISIONS

4.01 **Harrassment**

The employer and the union shall collaborate in order to favour a work place that is exempt of sexual harassment and psychological harassment. As soon as one of the parties is informed of such a situation, they must advise the other and a meeting must be held immediately in order to find a satisfactory solution.

4.02 **Discrimination**

- a) For the purpose of applying the present collective agreement, neither the employer, nor the union, nor their respective representatives shall exercise threats, constrain or discriminate against an employee on account of his race, skin colour, nationality, social background, language, sex, pregnancy, sexual orientation, civil status, age, religious beliefs or lack thereof, political opinions, disability and the use of any means to compensate this disability or the exercise of a right that is recognized by the present collective agreement or of the Law.
- b) There is discrimination when such a distinction, exclusion or preference has the effect of destroying, compromise or restrain a right that is recognized by the present collective agreement or the Law for any motive mentioned above.
- c) However, a grievance cannot be deposited in accordance with the present article if the facts invoked to support the claim are the object of recourse in front of another jurisdiction other than that of an arbitrator, or are the object of a complaint in front of the Human Rights Commission for Quebec or that of Canada.

4.03 **Communications with the union**

- a) The transmission of a document by the employer or the union to the other party is usually sent by email. It can also be done by mail or fax.
- b) The transmission notice or the electronic mail must identify the document or documents being transmitted;
- c) The proof of this transmission may be established by means of a transmission slip, an acknowledgement of reception or a copy of the transmission.

4.04 **Language of work**

- a) The parties recognize French as the official language of work for employees in accordance with the provisions of the Charter of French Language.

- b) The employer shall not require the knowledge or a specific level of understanding in a language other than French, unless a duty requires such knowledge.
- c) All communications in French to an employee are considered valid and in accordance with the collective agreement.

4.05 **Work equipment**

- a) Any supply, product or equipment provided to an employee by the employer shall be safe and shall not endanger his safety and security.
- b) After a notice is sent to the employer, the union may refer to the health and safety committee for any health or safety problem related to the supplies, products or equipment.

4.06 **Protection of personal information**

- a) The employer is responsible for the protection of the personal information he has on the employees. Upon hiring and during the course of employment, he collects only the necessary information and may not under any circumstance communicate this information to anyone, with exception to the employees of his business whose job requires access to this information.
- b) The employer transmits to the client only the personal information that is pertinent to the nature of the operations, and, in this case, with the written consent of the employee indicating the information to be transmitted and required. A copy of this is transmitted to the employee.
- c) Under no circumstances a client shall address an employee or communicate with him to ask for personal or unnecessary information nor request the transmission of such informations. The employer must ensure compliance with this measure as soon as he is informed.
- d) If a client demands the personal information directly from the employee, the employer agrees to contact the client to try to regulate the situation, and this as soon as he is informed by the employee or the union.
- e) Nothing in this article removes the responsibility of the employer with regards to the Law regarding personal information.
- f) The employer assumes no responsibility with regards to the personal information transmitted to the union in accordance with the collective agreement.

ARTICLE 5 - COMMUNICATION AND BUILDING OF THE CLIENT

5.01 Communication with the client

The union shall not communicate with a client regarding the application of the collective agreement.

5.02 Presence of the union representative or an executive member in the building of the client

- a) The union representative and an executive member, or two (2) executive members who want to enter the building of a client with whom the employer has a contract in the line of their duties of administration of the collective agreement, shall always notify the representative of the employer.
- b) The employer and the union shall always agree on the details of the visit prior to the visit.
- c) The article 5.02 shall not be used or interpreted to allow access to one of the places where this access is limited by the client.

5.03 A third party in the building of the client

The parties acknowledge that it is forbidden for all employees to bring a third party in the workplace.

ARTICLE 6 - DEFINITIONS

For the purpose of applying and interpreting the present collective agreement, the masculine form means and includes the feminine form when applied to the context.

In the present collective agreement, the following terms mean:

6.01 Association

The Quebec Building Contractors Association Inc. and their representatives.

6.02 Lead hand

a) Lead hand duties

Employee in which 60% of his work hours is consecrated to the work of class A, B or C.

He oversees the coordination of the work within a contract: he does the ordering of material, completes the time sheets, sees to the distribution of the keys, oversees the training of new employees, and does the verifications to provide support to other employees in order to ensure that the services are done in accordance with the expectations of the client.

He must have a work route in accordance with the requirements of the preceding article, and this, while respecting the requirements and the importance of the contract.

Upon request, in order to make sure the application of article 6.02, the employer provides the work route of the lead hand within ten (10) business days.

The lead hand shall not require for an employee to accomplish a task that is part of his work route. Only the employees' supervisor can directly request to accomplish a task from the work route of the lead hand, and if he does so, he shall remove an equivalent task or provide enough time to accomplish it.

He is part of the bargaining unit and he is not responsible for the application of the collective agreement. He has no disciplinary power and shall not participate in a disciplinary meeting.

The employer shall not make him testify during an arbitration related to the work of an employee or a grievance for a disciplinary measure related to the work of an employee.

The supervisor of the employees shall not be accompanied by the lead hand for a meeting with an employee regarding his work inspection, except when this meeting is for a training or a verification to provide support to an employee.

b) Nomination of the lead hand

The nomination, the demotion or the assignment of a lead hand is not subject to the provisions of the collective agreement. Consequently, the employer, subject only to the article that follows and subsections 6.02 c) and d), may assign the responsibility of a lead hand to the employees he so desires.

The person named as lead hand must, at the time of his nomination, be already assigned to the contract or, failing this, have twenty-four months of seniority with the employer.

c) Number of lead hands

The union recognizes one or more lead hands by contract taking into account the following conditions:

- i) A lead hand may be designated to a building if there are four (4) employees or more within that building;
- ii) A lead hand may be designated on a work shift if there are four (4) employees or more on this work shift;
- iii) Another lead hand may be designated to a building if there are twenty (20) employees or more in that building;

- iv) Another lead hand may be designated to a building if there are forty (40) employees or more in that building;
- v) And so on for every twenty (20) employees.

d) **Complain regarding the lead hand**

If the union believes that a lead hand surpasses the mandate determined in article 6.02 a), does not have the necessary technical training, is causing problems in the management of personnel or is not doing his work route, the employer has the obligation to meet the union within the ten (10) business days of a request to that effect and to investigate with due diligence, and the duty to oversee the reestablishment of the situation.

If after one (1) written complain to the union inside a period of twelve (12) months, treated in accordance with the previous article, a lead hand is being the subject of a complaint, he will see his responsibilities abdicated under article 6.02 b) upon receiving a written request jointly signed by the executive president and the union representative, except if the position of executive president is vacant.

The complaints mentioned in subsection 6.02 d) and the decision by the employer that results in the removal of an employee from his responsibilities as lead hand cannot be the object of a grievance. The refusal by the employer to remove the responsibility of lead hand from an employee, when the procedure indicated in article 6.02 d) had been respected by the union, may be the object of a grievance.

The removed lead hand shall not be named lead hand again for a period of twelve (12) months.

The employer or his representatives shall not discharge, suspend or remove an employee, exercise disciplinary measures, discrimination or retaliation, or impose a penalty for the fact that the latter filed a complaint under article 6.02 d).

e) **Specific agreement**

Unless there is a specific agreement with the union, no other employment title may be created to do one or the other of the tasks mentioned in subsection 6.02 a).

6.03 **Classification**

- a) The majority of the hours worked in a normal week by an employee determines the classification, and this, only for the purposes of transfer provided for in articles 15, 16, 17 or 18. In the case of inequality, the employee will be considered a class A.

- b) The normal week is established by calculating the average of the last eight (8) weeks worked preceding the exercise of the right to transfer.
- c) The average described above is used to determine the classification of an employee who wants to use his seniority to bump in accordance with the provisions of the collective agreement as well as to determine the classification of the employee susceptible to being bumped.
- d) **Definitions**

Class A:

The heavy maintenance work such as the washing of walls, windows, ceilings, ceiling fixtures, chalk boards, the sweeping of floors with a dust mop of one (1) meter or more in width, the stripping, washing or treatment of floors, the removal of stains on the floor with a wet mop of more than 340.2 grams (12 ounces) and a 12 litre (2.6 imp gallon) bucket, the washing of carpets; the removal of garbage and recycling bins more than 11.34 kilograms and the dusting of areas not accessible from ground level;

Class B:

The light maintenance work of areas accessible exclusively from ground level, such as dusting, the cleaning of desks, tables, chairs and other furniture, the cleaning of ash trays and waste paper baskets of 11.34 kilograms or less, the washing of lamps (fixtures) and marks on the walls or on the floor with a wet mop of less than 340.2 grams (12 ounces) or less and a 12 litre (2.6 imp gallon) bucket; the sweeping of floors with a broom, a dust mop or a vacuum, the washing of glass enclosures and the light cleaning of wash rooms. For the use of a backpack vacuum cleaner, this task is limited to a maximum of three (3) hours during business hours, a maximum of two (2) hours in a row and a break of one (1) hour.

Class C:

The washing of windows as well as the interior and exterior surfaces of the building that require an employee to work above ground on scaffolding, in a boson's chair or to be held by a safety belt inside or outside the windows.

6.04 Client

The physical or moral person who contracted the employer to provide a service where an employee provides a job, or the representative of the latter.

6.05 Spouse

Individuals:

- a) Who are united by marriage or civil union and who live together;

- b) Of opposite sex or same sex, who live as a married couple and who are the father and mother of the same child;
- c) Of opposite sex or same sex, who live as a married couple for at least one year.

6.06 **Contract**

- a) Contract refers to the building or buildings or part of a building where the employer has been hired by a client to provide services;
- b) For the purpose of the collective agreement and its application, when it refers to the notion of building, the contract is limited to the building or the part of the building inside which an employee carries out his work.

6.07 **Hiring date**

The first day during which an employee is working or presumed to be working under subsection 20.04 b).

6.08 **Union delegate and member of the base unit executive committee**

- a) "Union delegate" an employee of the building acting as the delegate of the employees in this building.
- b) "Member of the base unit executive committee" refers to one or more employees elected by the workers. There exists only one executive committee per employer on a regional basis unless there is an agreement to the contrary between the union and the implicated employer or unless there is a transfer of accreditation under section 45 of the Labour Code with an employer whose employees are already unionized with the union ("president of the executive committee" or "member of the executive committee").

6.09 **Place of residence**

Last known residence of the employee, as communicated in writing to the employer.

6.10 **The employer**

Any employer covered by an accreditation, as part of the Quebec Building Contractors Association Inc.

6.11 **Child**

The child of an employee, of his spouse or both, or a child for whom he is responsible for and lives with him and depends on him for support.

6.12 **Grievance**

A grievance is a conflict or a disagreement regarding the application or the interpretation of the collective agreement.

6.13 **Group of hours**

- a) For the purpose of interpretation of the collective agreement, the group of hours are the following:
 - i) Group 1: more than 36 hours to 40 hours;
 - ii) Group 2: More than 32 hours to 36 hours;
 - iii) Group 3: More than 28 hours to 32 hours;
 - iv) Group 4: More than 24 hours to 28 hours;
 - v) Group 5: More than 20 hours to 24 hours;
 - vi) Group 6: More than 16 hours to 20 hours;
 - vii) Group 7: more than 0 hour to 16 hours.
- b) The group of hours of an employee who has more than one position is determined according to the total of hours of all the positions he holds.

6.14 **Day**

Day of the calendar.

6.15 **Work day**

Any day in which the employee is called to work and to execute a job that is subject to the present collective agreement.

6.16 **Business day**

Notwithstanding the preceding, for the calculation of the delays provided for in the collective agreement, the expression « work day » excludes Saturdays, Sundays and legal holidays.

6.17 **Recall list**

- a) The recall list is constituted by the following regular employees:
 - i) Who have been laid off;
 - ii) Regular employees who do not have a position but who asked for one;
 - iii) Regular employees with a position who want to add a position or change position and who completed a request form for a position or a replacement (Appendix C).
- b) The recall list applies by seniority in accordance with the collective agreement.

- c) The information related to the recall list are transmitted to the union in accordance with article 19.02.

6.18 **Layoff**

The fact for an employee with a regular position to not work due to a lack of work.

6.19 **Parties**

The union, the employer and their representatives.

6.20 **Probationary period**

- a) All new employees are submitted to a probationary period of two hundred and eighty (280) hours worked in the service of his employer. In the case of a dismissal during this period, the employee does not have the recourse to the grievance procedure.
- b) If the employer rehires an employee who has not completed his probationary period with a six (6) month period, this employee needs to complete only the work hours missing on his previous probationary period.
- c) The employee who completes his probationary period and who is rehired within the six (6) months of his layoff is not subject to a new probationary period.
- d) All probationary employees are entitled to the legal holidays, not worked and paid, as stipulated in Chapter IV of the Law regarding Labour Standards.

6.21 **Management personnel**

Refers to the representative or representatives of the employer. These individuals are not part of the bargaining unit.

6.22 **Position**

The tasks of an employee in one or more of the specified classifications, or one or more of the specified work shifts, a group of hours and one or more of the specified contracts.

6.23 **Position temporarily without its incumbent**

A position in which the incumbent is absent for all motives provided for within the collective agreement.

6.24 **Vacant or newly created position**

A position which becomes unoccupied by the definite departure of its incumbent, as well as all newly created positions.

6.25 **Work**

Performance of work for classes A, B and C.

6.26 **Work shifts**

a) The work shifts are as follows:

i) Day shift: 8:00 to 4:00 pm

ii) Evening shift: 4:00 to midnight

iii) Night shift: midnight to 8:00 am

b) The majority of the hours worked by the employee determines the work shift of his attribution.

c) If the hours of his attribution are equally distributed on two work shifts, the work shift attributed is the one with which he starts his work schedule.

6.27 **Region**

The regions are as follows: Montreal, Mauricie, Outaouais, and Estrie.

6.28 **Union representative (employee of the SEU)**

Employee of the SEU mandated by the President of the Union to act on behalf of the union in all its rights and obligations foreseen in the Labour Code, as well as to oversee the negotiation and the integral respect of the present collective agreement. The union representative is reputed to act and is duly mandated to do so until his removal from the dossier, in such a case, the employer will be advised immediately in writing by the President of the union.

6.29 **Employee**

All those included in the bargaining unit, working for the employer receiving remuneration.

6.30 **Probationary employee**

All employees who have not completed their probationary period.

6.31 **Regular employee**

All employees who have completed their probationary period.

6.32 **Immediate supervisor**

Designates the representative of an employer, not employed as provided in the Labour Code.

6.33 **Union**

Service Employees Union, Local 800 and their representatives.

ARTICLE 7 - UNION SYSTEM

7.01 All employees governed by the present collective agreement, at the signature of this collective agreement, must become and remain members of the union as a condition to maintain their employment.

7.02 Every employee, as a condition of obtaining a job, must complete the union membership card and complete, sign and date the collective insurance form provided by the union.

Employers bound by an accreditation certificate are required to transmit to the union office, the aforementioned form at the same time as the list foreseen in article 7.04. They are also required to ask the union to replenish their provisions of forms when necessary.

7.03 The employers agree to withhold from every employees' pay, and this as of the first pay, the amount specified by the union for union dues, and this in accordance with the union policy regarding this matter.

If the employer forgets to correctly deduct the amounts of the union dues for an employee, he deducts the amounts not deducted from the following pay of the employee; the union may indicate to the employer the number of pays in which the arrears can be spread over. However, if the employer completely forgets to deduct the dues over two (2) consecutive pay periods, he must remit all said dues to the union upon demand of the latter, and deduct thereafter no more than 1% per pay the amounts from the pay of the employee.

In all cases, the employer shall inform the employee in writing of the error as well as the way (amounts, start and end) in which the union dues will be deducted.

7.04 Before the fifteenth (15) of each month, the employer agrees to provide the union with two (2) copies of the list of all employees covered by each distinct certificate of accreditation or for each geographical region in accordance with article 6.27 of the same accreditation.

The employer attaches to this list a cheque for the total amount of the union deductions, in accordance with the directives issued by the union.

The employees may not invoke any articles related to the Law regarding the protection of personal information in the private sector, or any other legislation against the employers.

This list contains the following information:

- Name;

- Address;
- Social insurance number;
- Telephone number;
- Name of the employees who have departed and the name of new employees;
- Amount deducted;
- Number of hours worked each week for each employee in his employment;
- Reasons for which no amount has been deducted;
- Status A, B, or C;
- Work shift;
- Overtime done each week for each employee;
- Date of hiring;
- Accumulated hours for sick leave.

7.05 Each month, the employer remits to the union the list of employees who have not worked during this period following an absence recognized in accordance with the Law regarding industrial accidents, and this, in consideration of the fact that these employees are responsible for the payment of their union dues.

7.06 The employer identifies on the T-4 and Relevé 1 forms the amounts of the union dues for each employee.

ARTICLE 8 - UNION DELEGATE

8.01 The employer recognizes the union delegates as well as the members of the executive committee and other union committees in the manner and in the measures provided for in the collective agreement.

8.02 The union informs the employer in writing; the names of the union delegates and the committee members provided for in article 8.01; as well as the name of the union representative and any or all modifications. The employer is not required to recognize the union delegates and the committee members before receiving this notification.

8.03 In the case of a grievance, only the union delegate may execute his duties without loss of salary, and during working hours in accordance with the procedure for grievances stipulated in the present agreement, with the permission of his immediate superior who may not refuse without a valid reason but must anyways be granted within the twenty-four (24) hours following the request.

- 8.04 The delegates and committee members, as stipulated in article 8.01 are subject to the same disciplinary regulations and requirements towards their employer as all other employees and they exercise their duties within the bounds of the collective agreement.
- 8.05 The employer recognizes one or more delegates by building taking into account the following conditions:
- a) There are four (4) employees or more working in that building, unless one of amongst them occupies a position within the base unit executive for the nomination of the first delegate;
 - b) For each additional delegate, there must be at least four (4) employees per work shift;
 - c) There is only one delegate per work shift.
- 8.06 For the purpose of interpreting article 8.07, only the word union delegate means and includes the members of the executive committee or other union committees as well as all employees called upon to benefit from a leave for union activities.
- 8.07 Leaves are granted by the employer to union delegates under the following expressed conditions:
- a) There has been a written request from the union indicating the name of the union delegates for whom a leave is being requested, the date and duration of the leave;
 - b) That said request was made at least five (5) business days in advance; in the case of an unforeseeable situation or emergency, if the delay of five (5) days cannot be respected, the union communicates under article 4.03 the reasons for which the five (5) business days notice could not be respected;
 - c) That there is not more than six (6) absences per occasion and per region for each employer except during the Service Employees Union, Local 800 convention where the number of delegates is that foreseen in the constitution of the union;

However, for the convention, the employer is not required to grant more than one (1) liberation per building where twenty (20) employees or less work; above this number, there may be two (2) liberations per building.
 - d) The delegates liberated by the union may be absent from work without loss of salary or benefits, to participate in the conventions of the different unions as well as for other union activities;
 - e) The delegate or the employee liberated in accordance with the collective agreement is not reprimanded because of this liberation.

- f) Beyond the liberations foreseen in subsection 8.07 h), the employer agrees to liberate without loss of salary one (1) employee designated to participate in all negotiation or conciliation meetings for the labour collective agreement.

For the negotiation meetings of the collective agreement, the conference room rentals are shared equally by the employer and the union parties.

- g) The employer agrees to liberate the members of the executive committee, the General Council, and the auditor of the Service Employees Union, Local 800.

- h) Excluding the liberations foreseen in article 8.07 f), the total maximum number of the amount paid by the employer in accordance with the present article for all of the employees in service of the employer covered by an accreditation is fixed as follows:

- i) From 1 to 100 employees: 9 days
- ii) From 101 to 300 employees: 13 days
- iii) From 301 to 600 employees: 20 days
- iv) From 601 to 1000 employees: 26 days
- v) From 1001 employees or more: 30 days

In addition to the previously indicated days paid, the employer liberates from his work, without loss of salary and without billing to the union, the president of the base unit executive committee according to the following standards:

Employees	Day/Month	Employees	Day/Month	Employees	Day/month
100 to 199	1	500 to 599	5	900 to 999	12
200 to 299	2	600 to 699	7	1000 to 1099	15
300 to 399	3	700 to 799	9	1100 to 1199	17
400 to 499	4	800 to 899	11	1200 to 1299	19

From 1300 employees or more, the executive president is liberated full time;

On the December 31st of the previous year, the parties establish the annual average (by adding the twelve (12) months and dividing by twelve (12) the number of employees thereby obtained will serve as the practical application of this clause for the following year in establishing this average;

Should the maximum liberations permitted not be attained, they will then be reported to the next calendar year (January 1st to December 31st);

As of the second year of the collective agreement, the aforementioned bank is readjusted according to the amounts remaining or overpaid.

- i) When the amounts stipulated above are exhausted, the employer pays the employee his full salary and bills the union for one hundred percent (100%) of the salary paid to which thirty percent (30%) to that amount which represents the fringe benefits. The union dues are to be deducted from the employee's salary in the same manner as if the hours had been worked.

For each liberation date, the employer indicates on the invoice the name of the employee, the number of hours, the salary rate and the premiums. He also indicates the liberations assumed by the employer in accordance with 8.07 h) (\$0).

The employer transmits the invoice to the union during the months of January, April, July and October for the three preceding months.

- 8.08 For the purpose of the present article, the word day has the same meaning as work shift.
- 8.09 The union may post on a bulletin board or in another area designated by the employer, the documents relating the union activities as long as they are previously signed by the union representative or by a member of the base unit executive.
- 8.10 For the purpose of administrating this collective agreement or to accomplish a union duty stipulated in the constitution of the union or for union training, the employer grants a leave of absence without pay to the employee. The union makes the request in writing by indicating the motive and the duration of the leave. This duration is for a minimum of three months.

At the end of the leave, the employee reintegrates his position without loss of seniority. If the position no longer exists, he may use his seniority in the manner outlined in article 18.05.

ARTICLE 9 - JOINT COMMITTEE FOR LABOUR RELATIONS

9.01 Mandate

The mandate of the joint committee for labour relations is to study and discuss any question of mutual concern regarding the employer, the union and the employees in order to solve conflicts and labour relations.

9.02 Composition

The joint committee is formed of:

- a) For the union: one (1) member of the executive committee and the union delegate;

b) For the employer: two (2) representatives.

9.03 **Meeting**

The members of the labour relations committee are meeting regularly or upon request of one or the other parties.

9.04 **Agenda**

The topics one party wishes to add to the agenda on the day of the meeting shall be communicated in writing to the other party at least forty-eight (48) hours before the meeting, unless there are exceptional circumstances involved.

9.05 **Compensation**

The employees that are members are known to be at work and are compensated.

ARTICLE 10 - GREIVANCE PROCEDURE

10.01 **Intention of the parties**

It is the firm desire of the parties to settle every grievance within the shortest delay possible.

10.02 **Preliminary steps for filing a grievance**

- a) Every employee who has a problem with the application or the interpretation of the collective agreement may, accompanied by his union delegate if he wishes, discuss it with his immediate superior to try to settle it.
- b) The immediate superior must give an answer to the employee within five (5) days of the meeting.
- c) This meeting is done at the work place, during working hours, and without loss of salary. However, the fact that this obligation is not fulfilled does not affect the rights of the employee, nor the union.

10.03 **Filing a grievance**

In the case of an individual, collective or union grievance, the following procedure applies:

- a) The employee or the union as such, within the thirty (30) business days of the event that gave rise to the grievance or of the date when the employee learned of or should have become aware of, submits it in writing to the authorized representative of the employer;
- b) The latter must respond in writing with the ten (10) days following the reception of the grievance;

- c) A grievance related to a disciplinary measure must be signed by the employee concerned;
- d) The notice of grievance shall mention the clause or clauses violated or misinterpreted and the solution that applies;
- e) No grievance may be taken to arbitration without the identity of the employee claiming the rate is identified and that, whenever possible, is signed by the latter.
- f) The employer agrees that the employee or the union are granted an additional twelve (12) months delay to file a grievance to contest a written disciplinary notice, except if, within this delay, the employer suspends or discharges the employee upon that notice. This notice shall be deemed to be contested by grievance and this grievance is treated simultaneously to the grievance contesting the suspension or the dismissal for the purposes of articles 10 and 11 off the collective agreement.

10.04 **Meeting between the parties**

- a) Upon request of either party made within ten (10) days of the expiry date provided for in subsection 10.03 b), the union, represented by the union representative and a member of the executive committee and the employer, including a member of the human resources, must meet during joint committees for labour resources at a moment mutually agreed upon in order to discuss the grievance within thirty (30) days of this request.
- b) The executive member is known to be at work without loss of salary.

ARTICLE 11 - ARBITRATION

11.01 **Notice to arbitrate**

- a) Within the thirty (30) business days of the expiration of delays foreseen in 10.03 b), the union may refer the grievance to arbitration to an arbitrator named in accordance with the procedure below.
- b) The union refers the grievance to an arbitrator listed in appendix D by affecting a rotation of the arbitrators for each employer.
- c) In the context of a progression in the sanctions involving an employee, the arbitrator designated to hear the first grievance is automatically designated to hear the other grievances of this progression.
- d) If the employer is opposed to the choice of arbitrator because of the non-compliance with rotation, he shall notice the union within five (5) business days and mention the name of the arbitrator who should have been named according to him.

- e) The union may keep his choice, accept the name of the arbitrator suggested by the employer or ask the minister concerned to designate one.
- f) The five (5) following nominations of an arbitrator made before the notice of dispute transmitted under subsection 11.01 d) are known as valid and in compliance with the collective agreement.

11.02 **Arbitration within the three (3) months**

- a) Following the steps of one or the other parties, if no arbitrator in appendix D is available within a reasonable delay (maximum three (3) months), upon notice of the union to the employer, the parties request the minister concerned to designate one in accordance with the accelerated process of arbitration.
- b) Failing the employer to sign the documents required in the five (5) business days of the union's notice, the present provisions take into account the demand, the consent and the agreement of the employer for the request of accelerated arbitration submitted to the minister by the union.
- c) When the union wishes a grievance be heard by an arbitrator within a maximum delay of three (3) months, as much within the regular procedure process as that of the accelerated process, the employer agrees to confide the dossier to an available prosecutor within this delay.

11.03 **Hearing date**

When the hearing date with an arbitrator becomes available because the parties have agreed on a regulation of the grievance at hand at least four (4) weeks prior to the date in question, the union and the employer maintain the hearing date and agree on another grievance to present to the arbitrator.

11.04 **Arbitration procedure**

- a) The arbitrator follows the procedure outlined in the Labour Code.
- b) He must before rendering his decision, hear the parties in the presence of one another.

11.05 **Powers of the arbitrator**

- a) In all cases of disciplinary notices or measures, dismissals or administrative measures, or if a grievance is submitted to an arbitrator, the arbitrator may confirm, modify or nullify the decision of the employer or if the case arises, substitute the decision by one that he finds fair and reasonable, taking into account the circumstances of the affair.
- b) Under no circumstance, does the arbitrator have the power to modify the text of the present collective agreement.
- c) No grievance can be rejected due to technicality.

- d) An arbitrator may assess the circumstances that surrounded the resignation of an employee and the value of the consent of this employee.
- e) The confession against the employee in front of the arbitration tribunal may be revised by the arbitrator if it is established in front of him that the confession was not given freely and voluntarily. The written confession of an employee must be communicated to the employee and the union within five (5) business days.

11.06 **Time of preclusion**

- a) All the delays stated in articles 10 and 11 are mandatory, at the risk of automatic loss of the claimed rate. Only the employer's representative and the union representative are authorized to jointly agree in writing to an extension of a delay.
- b) Only the human resources' representative and the union representative are allowed to jointly grant an extended deadline.

11.07 **Burden of proof**

In all cases of disciplinary notices or disciplinary measures, dismissals, suspensions or administrative measures, the burden of proof belongs to the employer.

11.08 **Plaintiff and witness release**

In arbitration, the plaintiff and the witnesses are liberated to this effect by the union with prior notice of two (2) business days.

11.09 **Adjudication**

- a) The decision of the arbitrator is rendered as soon as possible, within the thirty (30) days of the last hearing meeting of the parties.
- b) The arbitrators' decision is final and binds all parties concerned.

11.10 **Fees and expenses of adjudication**

The cost and fees of the arbitrator are shared equally between the parties.

ARTICLE 12 - DISCIPLINARY OR ADMINISTRATIVE MEASURES

12.01 **Notice of a disciplinary meeting**

Notice of meeting

- a) When the employer intends to suspend or dismiss an employee, he shall immediately summon the employee in giving him the motive of this meeting and inform him that he can be accompanied by a union representative.

- b) The employer confirms by email to the union the name of the employee summoned, the motive of the meeting and he suggests availabilities between the third and the fifth business days following the email.
- c) The union shall make sure a delegate or the union representative is available during this time.
- d) After a date is set for the meeting with the union, the employer informs the employee about the date and time of the meeting and confirms everything with the union, in accordance with article 4.03.

Presence of the delegate or the union representative

- e) The employee may be accompanied by a union delegate or by his union representative, according to his choice.

Summons at the workplace

- f) The meeting may be held at the workplace during work hours or immediately before or immediately after the employee's work hours.

If he chooses to be accompanied, the meeting shall take place at the workplace if the union delegate of the employee or his union representative can access the location of the meeting.

The employee and the union delegate, unless he is a union delegate released, are considered to be working during the time of this meeting and are retributed according to the provisions of the collective agreement.

Summons outside of workplace or working hours

- g) Failure to hold this meeting at the workplace, the employee and the union delegate, unless he is released, receive the equivalent of four (4) hours of work.

Retribution

- h) The amounts provided under subsections 12.01 f) and g) are paid to the employee or to the union delegate as long as they do not receive any other type of retribution or compensation under programs such as insurances, CNESST, sick days, SAAQ, etc.

Renunciation

- i) If the employee refuses to come without valid reason, he shall be deemed to renounce the holding of a meeting.

12.02 **Work**

- a) When the employer pretends like the employee has not adequately performed his job while the employee is at the workplace or while it is still possible to witness it, the employer shall allow the employee to be aware of the allegations. The employee may be accompanied by a delegate or another employee present at the workplace.
- b) In the case where the situation does not allow the employee to be made aware of the allegations, the employer must, within two (2) business days, notice him with the place, date and a description of the allegations and allow him to be made aware of photographs, videos and other documents, if such documents exist. The employee may be accompanied by a delegate or another employee present at the workplace.

12.03 **Limitation date for a disciplinary notice or a disciplinary or administrative measure**

- a) The decision to impose a disciplinary or administrative measure, after twenty-five (25) days after the employers' cognizance of such incident shall be null, void and illegal.
- b) Except in the case of an important misconduct based on serious allegations, the employer shall not suspend without salary an employee for investigation purposes.

12.04 **Transmission of the disciplinary notice or disciplinary or administrative measure**

- a) The employee must receive a copy of all disciplinary or administrative notices or measures deposited into his dossier, to which a copy must be sent to the union representative with a delay of five (5) business days, in which failing this, the documents may not be submitted into proof during the arbitration.
- b) The employer agrees to indicate on all disciplinary notices or disciplinary measure the phrase « I acknowledge receipt of this notice » and the employee may sign this notice or measure.
- c) In the event that employee refuses to sign the disciplinary notice or the disciplinary measure, the employer sends it by mail to the employee concerned. It is presumed having been received in accordance with article 3.03.

12.05 **Content of the disciplinary or administrative measure**

- a) The employer remits in writing to the employee, with a copy to the union, the summary of the facts and the motives that have provoked the disciplinary or administrative measure within the five (5) days of the start of the disciplinary measures.
- b) Only the alleged facts written in the file will be considered in arbitration.

12.06 Removal from the file after one (1) year

All reprimand notices, or disciplinary measures are removed from the file of the employee after one (1) year from the date in which the said disciplinary measure was formulated.

12.07 Removal from the file after an adjudication

All reprimand notices, or disciplinary measures are removed from the file or part of the documents on which the employee won.

ARTICLE 13 - SENIORITY

13.01 Definition of seniority

- a) Seniority is the length of services of an employee within the negotiation unit of an employee for his employer.
- b) Seniority is gained once the probation period is completed and is retroactive to the date of hiring.

13.02 Unique seniority date

In the case where employees were hired on the same day, the day and month of birth of those employees are used to determine their seniority taking into account that January is the first month of the year.

13.03 Losing seniority and employment

An employee loses his seniority and his job in the following cases:

- a) Voluntary resignation of his job;
- b) He is dismissed with reason;
- c) He is laid off for the shorter of the two following periods:
 - i) a period equal to his accumulated seniority at the time of his layoff, or
 - ii) a period of twelve (12) months;
- d) He was laid off and omitted, except for reasons beyond his control, to present himself at work within three (3) business days from the reception of a document for his recall, under article 3.03

The employee must present himself within the three (3) aforementioned days, unless he notifies his refusal to his employer in writing;

The employee may refuse the recall up to a maximum of two (2) times within the period foreseen under subsection 13.03 c). In the last case, the refusal to recall on a different work shift, a group of hours other than his own, a different classification than that of the employee, on a different contract already offered to the employee during the period foreseen in article 13.03 c) or on a position open temporarily for a duration inferior to four (4) weeks is not computed;

The employer can only offer the same position to an employee once within the period foreseen in article 13.03 c).

- e) He is transferred to a job not covered by the accreditation certificate for a period of more than forty-five (45) days; during this period, if the employee returns to a job covered by the accreditation certificate, the employer deducts and remits to the union the union dues for the period during which he was transferred;
- f) He is absent due to an illness or accident other than a professional illness or industrial accident for a period exceeding twenty-four (24) months;
- g) He is absent of work without giving reason or reasonable excuse for a period of five (5) consecutive days.

13.04 **Information to the union**

- a) In all cases where the seniority and the job are lost, the information that is transmitted to the union is mentioned in article 19.05.
- b) A seniority list is transmitted to the union in accordance with the provisions of article 19.02.

13.05 **Seniority of the employee who is not governed by the collective agreement**

- a) If an employee who is not governed by the collective agreement becomes eligible, his seniority builds up from the day he was integrated to his bargaining unit.
- b) If he already successfully went through his probationary period in one of the classes provided under article 6.03, this employee shall not go through probation again.

ARTICLE 14 - POSITION REQUESTS, REPLACEMENT OR AVAILABILITY FORMS

14.01 **Subject and form (Appendix C)**

- a) An employee files a Form (Appendix C) to get a position, a long-term replacement or to give information about his availability for a position.

- b) The employer, the union or the delegate provide appendix C to the employee who thereby makes a request.

14.02 **Validity of the Form (Appendix C)**

- a) To be considered valid, the Form (Appendix C) shall be transmitted by the employee to the employer between May 1st and May 25th or between November 1st and November 25th.
- b) The party who received the Form shall transmit it to the other between May 25th and May 30th or between November 25th and November 30th.
- c) The Form is valid for a period of six (6) months from June 1st to November 30th or from December 1st to Mai 31st.
- d) The regular employee laid off, the regular employee excluded at the client's request or the probationary employee may fill a file outside of these periods.
- e) When an employee refuses two (2) times in a row a position or a replacement of more than four (4) weeks offered to him in accordance with the desired characteristics in his Form, his Form becomes null and void and the employee and the union are made aware of the situation.
- f) When an employee obtains a position in accordance with the Form (Appendix C), the Form becomes null and void.

ARTICLE 15 - VACANT AND NEWLY CREATED POSITIONS

15.01 **Awarding the vacant or newly created position**

- a) The vacant or newly created position is granted to the employee with the most seniority whose name appears on the recall list and who satisfies the normal requirements of the tasks to be accomplished.
- b) The vacant position is attributed within ten (10) business days.
- c) The employee to whom the position is offered must inform the employer of his decision within the two (2) business days of the communication from the employer.
- d) If no qualified applicant is available as aforementioned, the employer will give the required training to the employee with the most seniority on the recall list.

15.02 **Training and probation**

- a) The applicant to whom the position is attributed is entitled to a training and trial period of a maximum duration of twenty (20) business days. If the employee is maintained in his new position, at the end of his training and trial period, he is considered as having satisfied the normal requirements of the job.

- b) During this period, if the employer reintegrates the employee, he does so into his old position, without prejudice to the employee's acquired rights to the position and, in the case of a grievance, the burden of proof lies with the employer.
- c) The position is then attributed to the following applicant in accordance with the provisions of article 15.01.

15.03 **Information to the union**

During a movement of personnel resulting from the application of the present article, the information to be transmitted to the union is mentioned in article 19.03.

ARTICLE 16 - POSITION TEMPORARILY VACANT OF ITS INCUMBENT

16.01 **Short term replacement**

The employer, if he so wishes, fills the position at his discretion if it is temporarily vacant of its incumbent for a period less than four (4) weeks or for a replacement of vacations.

16.02 **Long term replacement**

A position temporarily vacant of its incumbent for a duration of four (4) weeks or more, that the employer wishes to fill, is filled in the following manner:

- a) The employer distributes the required hours by offering them to interested employees within the same building in such a way that the distribution is equitable in regards to their availability and this up to a concurrence of the normal work week.
- b) If all the required hours are not filled, either because of the availability of the employees within the building or for practical considerations, the hours are offered to employees from the recall list, by order of seniority.

16.03 **Employees' rights during the replacement**

- a) When a laid off employee fills such a position, he keeps it until the return of the incumbent or until he occupies a regular position.
- b) The employee on temporary assignment does not lose his rank on the recall list during this assignment.
- c) The employee doing a replacement in a temporary position is presumed as having the seniority of the regular employee he is replacing if another regular employee is looking to bump in accordance with articles 17 and 18.
- d) The employee who fills a position temporarily vacant is notified of the return of its incumbent and is not entitled to a prior notice to this effect.

16.04 Information to the union

During a movement of personnel resulting from the application of article 16, the information to be transmitted to the union is mentioned in article 19.03.

ARTICLE 17 - TRANSFER AND CONTRACT EXCLUSION**17.01 Administrative transfer**

- a) The transfer of an employee is an administrative measure and not an alternative to the management of personnel.
- b) No employee may be transferred to another contract without just and sufficient cause and without prior agreement with the union.

17.02 Procedure for administrative transfer

A transfer in accordance with article 17.01 is done by way of an exchange of position according to the following procedure:

- a) The employer first offers the exchange of positions to employees of the same classification, the same group of hours and the same work shift, in order of seniority, if the building is located inside or outside, if he so desires, within a radius of 20 kilometers of his place of residence (calculated according to usual roadways) if it is located on the island of Montreal or of 30 kilometers if the latter is outside of the island of Montreal.
- b) If no employee accepts the exchange according to section a), the exchange of position is done with the employee who has the least seniority and who occupies a position in the same classification, number of hours equal or inferior in the same group of hours, the same work shift, the same region in accordance with Appendix C and within a radius of 20 kilometres of his place of residence if the latter is on the Island of Montreal or of 30 kilometres if the latter is outside the Island of Montreal.
- c) If no position corresponding to subsection b) exists, the employee may bump another employee in accordance with 18.05, c) or d), of his choosing.
- d) The employee to be transferred may choose to be laid off at any time during the course of the procedure, but before the transfer is effective.

17.03 Exclusion from the contract upon the request of a client

- a) An exclusion from a contract upon the request of a client may only be done if the latter is in relation with the employee and that the demand is done in writing and identifies the signatory.

The union must be informed and receive a copy of the demand by the client and all other document transmitted by the latter, and this, within five (5) days, failing this, the exclusion cannot be considered as a result of a demand by the client.

- b) An employee excluded from a contract upon the demand of a client is deemed to have filled Appendix C at the date of his exclusion for the same classification, the same group of hours and the same workshift, which is valid until he gets a new position.
- c) If the employee excluded may get a vacant or newly created position under alleged Appendix C, the position is attributed to him by seniority. He thus is entitled to the wage difference between the number of hours of his previous position and the number of hours of his new position and maintains all his advantages for a period of twelve (12) months from the date he obtained the position.
- d) If the employee was unable to obtain the position under article 17.03 c), the latter is transferred upon another contract by exchanging positions according to the following procedure:
 - i) The employer first offers an exchange of positions to the employees of the same classification, group of hours and workshit, by seniority order, whose building is located (calculated according to usual roadways) if it is located on the island of Montreal or of 30 kilometers if the latter is outside of the island of Montreal or an equivalent distance between the building where he worked from his home.
 - ii) If no employee accepts the exchange under subsection 17.03 d) i), the exchange of position is done with the one with the least seniority and whose position is of the same classification, group of hours and workshit, by seniority order, whose building is located (calculated according to usual roadways) 20 kilometers from his home if he is on the island of Montreal or of 30 kilometers if the latter is outside the island of Montreal or an equivalent distance between the building where he worked from his home.
- e) In all cases, whether an exchange of contract can be done or not, the employee maintains all his rights and benefits as if he had always been assigned to the same contract and continues to be remunerated for the number of hours he worked on that contract and the same class of employment until one of the following events occurs, subject to subsection 17.03 f):
 - i) the employee obtains a new position considering a Form (Appendix C) and not according to the latter's presumed Appendix C;
 - ii) the employee is laid off;
 - iii) the employee is bumped in accordance with article 18.

- f) In the case the employee was unable to obtain a position under the previous subsections and if a position becomes vacant or is newly created under the latter's alleged Appendix C, the position is granted to him by seniority and the salary shall be entitled to the difference of salary between the the number of hours of his previous position and the number of hours of his new position and maintains all his advantages for a period of twelve (12) months from the date he obtained the position.
- g) In cases when an employee, excluded at a client's request, refuses a position under subsections 17.03 c) and f) and his alleged Appendix C, he loses his right to the maintain of salary and advantages provided in article 17.03 and his name is then placed on the recall list as a laid off employee.
- h) The arbitrator cannot impose the presence of an employee at the work of a client who has demanded such an exclusion from the contract.

17.04 **Disciplinary measures**

In cases referred to in articles 17.01 and 17.03, if the employer imposes a disciplinary measure for the same circumstances, he has the burden of proof regarding the disciplinary and administrative measure.

17.05 **Union delegates and executive members**

In all cases related to transfers from a contract to another, the union delegates and the executive members are deemed to have the most seniority.

17.06 **Information to the union**

During the movement of personnel resulting in the application of the present article, the information to be transmitted to the union is mentioned in article 19.03.

ARTICLE 18 - LAYOFF PROCEDURE

18.01 **Reduced hours**

- a) The employer cannot add more employees on a contract and reduce the hours of the employees already in places unless such changes are related to contractual or operational obligations to which the union has been informed of beforehand.
- b) The employer cannot reduce work hours in a contract to compensate wage increase and the burden of proof is the employer's responsibility.
- c) At the request of the union, the latter is informed of the reasons of this reduction and the employer shall provide relevant data in his possession.

- d) Should there be a reduction of the hours in a contract, with or without changes to the group of hours, the employee with the least seniority per classification and per work shift shall be affected, taking into account the distribution of the work week.
- e) The layoff procedure provided in article 18 applies to any hour reduction of the group hours of a contract, except for a position where the group of hours is modified because of the seasonal activities and for which the employee was informed of by writing at the moment the position was granted to him in accordance with paragraph 15.01 or of his choice to accept the maximisation of hours in accordance with article 20.07. The layoff procedure provided under article 18 is applicable to any reduction of group hours on a contract.
- f) The employee has the choice of applying the layoff procedure, exercise his right to bump, or accept the reduction of hours.
- g) Should there be a new position created under subsection 18.01 f), this position is first fulfilled in accordance with the provisions or article 20.07 or otherwise, article 15.

18.02 **Altering work schedules**

- a) Should the employer alter the work schedule (day, shift) of an employee during a week for which the schedule is already established, the employer must give the latter a written notice of five (5) business days and indicate the reasons behind that change. In cases outside of the employer's control, the notice may be given within twelve (12) hours only. He indicates the reasons behind that change.
- b) Should the employer alter the work schedule of one or more employees, he shall first offer the new schedule according to seniority or, otherwise, the employee with the least seniority by classification and work schedule will be assigned, and this according to the distribution of the work week.
- c) Except for cases where the change in work shifts or work day is caused by a temporary modification or seasonal activities, an employee whose shift or work day is changed may accept the change or use the procedure provided in article 18.

18.03 **Information to the union and seniority of the union delegates and executive members in the building**

- a) For the application of this article in the collective agreement, the employer first informs the union in writing of the loss of contracts, the reduction of hours, or the abolition of positions in the contracts.

- b) In all cases of the abolition of a position, schedule alteration, the reduction of a group of hours, the employer transmits to the union the information mentioned in article 19.03.
- c) In the case of a layoff, the modification of hours, schedule alteration, the reduction of a group of hours, the abolition of a position or a transfer from outside the contract, the union delegates in this building as well as the members of the executive committee are renowned as having the most seniority.

18.04 **Specific provisions applicable for an employee with more than one position**

- a) When one of his positions is abolished, the employee gives up his other position or positions and bumps an employee from the same group of hours in accordance with the provisions of article 15.05 and 15.06.

However, the employer may offer him a vacant position with almost the same number of hours as the abolished position. If the employee accepts this position, he remains the incumbent of his other position or positions.

- b) An employee is never required to bump an employee incumbent of more than one position. In the application of articles 18.05 and 18.06, if the employee with the least seniority in his group of hours is the incumbent of more than one position, the employee may choose to bump the employee with the least amount of seniority in his group of hours with only one position.

18.05 **Layoff of only one employee**

- a) When a position must be abolished in a given contract, the employee with the least amount of seniority per classification in the work shift is affected.
- b) The employee affected in the preceding article may bump the employee having the least amount of seniority in his classification, his group of hours and his work shift in which the work place is located within or outside, if he wishes, the radius (calculated by usual road way) of:
 - i) 20 km from his residence if the latter is on the Island of Montreal;
 - ii) 30 km from his residence if the latter is off the Island of Montréal.
- c) The employee who cannot bump in accordance with article 18.05 b), in the application of the collective agreement, as well as the employee bumped in the preceding article may bump the employee with the least amount of seniority in his classification, another work shift and in his group of hours, in which the work place is located within or outside, if he wishes, the radius (calculated by usual road way) of:
 - i) 20 km from his residence if the latter is on the Island of Montréal;
 - ii) 30 km from his residence if the latter is off the Island of Montréal.

- d) The employee who cannot bump in accordance with preceding in the application of the collective agreement, as well as the employee bumped in the preceding article may bump the employee with the least amount of seniority within his classification within the bargaining unit whose work place is located within or outside, if he wishes, the radius (calculated by usual road way) of:
 - i) 20 km from his residence if the latter is on the Island of Montréal;
 - ii) 30 km from his residence if the latter is off the Island of Montréal.
- e) In all cases foreseen in this article, the employee may accept to be laid off rather than exercise his right to bump.
- f) When the employer notifies the employee of a layoff, the latter must inform the employer of his decision to exercise his right to bump within the following two (2) business days, failing this, he is presumed to have accepted his layoff.
- g) The choice of the employee to exercise his right of seniority within or outside of the radius (calculated by usual road way) of 20 km or 30 km, depending on the case, is done at the time in which he is advised that his position is being abolished.
- h) The employee who exercises his right to bump is thereby informed of the place, the classification, the shift and the group of hours his seniority allows him to bump.
- i) An employee who exercises his right to bump and who refuses the task to which he is assigned in accordance with the collective agreement may modify his choice by accepting the reduction of hours or affect his layoff.

18.06 **Layoff of several employees**

During the abolition of several positions, thereby affecting several employees, the following procedure applies:

- a) When several positions must be abolished within a given contract, the employer first decides how many positions per classification must be abolished. The employees who have the least amount of seniority in these classifications are affected.
- b) The employee affected under subsection 18.06 a) may obtain a vacant position or newly created, he may bump the employee with the least amount of seniority in his classification, his group of hours and his work shift in which the work place is located within or outside, if he wishes, the radius (calculated by usual road way) of:
 - i) 20 km from his place of residence if the latter is on the Island of Montreal;
 - ii) 30 km from his place of residence if the latter is off the Island of Montréal.

- c) The employee who cannot bump as well as the bumped employee under subsection 18.06 b) may obtain a vacant position or newly created, according to seniority, and if it is not possible, he may bump the employee with the least amount of seniority in his classification, another work shift and in his group of hours, whose work place is located within or outside, if he wishes, the radius (calculated by usual road way) of:
 - i) 20 km from his residence if the latter is on the Island of Montréal;
 - ii) 30 km from his residence if the latter is off the Island of Montréal.
- d) The employee who cannot bump as well as the employee who was bumped under article 18.06 c) is laid off and placed on the recall list.
- e) In all the cases provided for in this article, the employee may accept to be laid off rather than exercise his right to bump.
- f) When the employer advises the employee of his layoff, the latter must inform the employer of his decision to exercise his right to bump within the following two (2) business days failing that he is presumed to have accepted his layoff.
- g) The choice of the employee to exercise his right of seniority within or outside of the radius (calculated by usual road way) of 20 km or 30 km, depending on the case, is done at the time in which he is advised that his position is being abolished.
- h) The employee who exercises his right to bump is thereby informed of the place, the classification, the shift and the group of hours his seniority allows him to bump.
- i) Between the employees who have exercised their right to bump, and this, in a simultaneous manner, the choice of the employee to bump is done by seniority. The employee bumps the employee of his choice amongst the employees who can be bumped in accordance with the procedure established in this article.
- j) An employee who exercises his right to bump may refuse the task to which he is assigned in accordance with the collective agreement and may modify his choice by accepting the reduction of hours or affect his layoff.
- k) Upon request of one or the other parties, the employer's representative accompanied by the union representative and/or a member of the executive committee shall meet on site for the application of this provision. The executive member will be retributed for the day.

18.07 **Limit of rotations**

- a) Following the application of articles 18.05, 18.06 and 18.08, the number of rotations within a building may be limited to twenty-five percent (25%) of the number of employees for a period of twelve (12) consecutive months.

- b) Shall the employer decide to limit the number of rotations to twenty-five percent (25%), there must have been a meeting with the union representative to inform him of the reasons justifying the application of the twenty-five percent (25%).
- c) The employer may refuse to carry out rotations more than once per eighteen (18) month period in a building of three employees or less.

18.08 **Notice**

- a) In the case of a layoff, once the provisions of the collective agreement have been applied, the employee or employees laid off for a period exceeding that stipulated in 83.1 of the Law regarding Labour Standards must receive a written notice with a copy to the union indicating the exact reasons motivating the layoff or layoffs.

The notice is:

- i) One (1) week for three (3) months of service;
 - ii) Two (2) weeks for one (1) year of service;
 - iii) Four (4) weeks for five (5) years of service;
 - iv) Eight (8) weeks for ten (10) years of service.
- b) If the notice is not given, the employer pays an indemnity for the replacement of income equivalent to the length of the notice.
 - c) The indemnity is discontinued when the employee is either recalled or if he refuses one (1) recall as described in article 13.03 d).

18.09 **Temporary layoff**

- a) When the employer must temporarily close a contract or a part of one, he gives a written notice of five (5) business days to the regular employees assigned to this contract.
- b) The employee then has a choice between one or the other following alternatives:
 - i) Use the layoff and bumping procedure;
 - ii) Accept to be laid off;
 - iii) Accept to do replacements;
 - iv) Accept to work on a different work shift in the same contract if his seniority allows it;

- v) Take his vacations and complete that with one or the other alternatives mentioned in subsections 2), 3) and 4).
- c) At the reopening of the contract, the employees that had chosen one of the alternatives provided for in articles subsections 2), 3), 4) or 5) of the present article are recalled to the same positions with the same working conditions they had at the time of the temporary closing of the contract.
- d) At the reopening of the contract, if there has been an abolition of position, reduction of hours that could have the effect of changing the group of hours, or modification of a work shift, the employee has the choice of using the layoff or bumping procedure.

18.10 **Recall**

- a) The laid off employee must report to work within the three (3) business days upon reception of a certified, registered document under article 3.03, with a recall to work, failing this the provisions of article 13.03 d) apply.
- b) Notwithstanding the preceding, an employee has the right to report to his employer within the three (3) days aforementioned and refuse the recall to work without his name being stricken from the recall list, and this, for the period indicated in article 13.03 c).
- c) The employer recalls employees on the recall list back to work according to their seniority, starting with the most senior to the least, as long as he is able to meet the normal requirements of the job.

18.11 **Employment record**

The employer shall provide the laid off employee an employment record within the last two (2) days of his last pay.

ARTICLE 19 - INFORMATION TO THE UNION

19.01 **New contracts**

- a) For the purpose of applying the layoff procedure provided in article 18, the employer must advise the union in writing of his intention to treat each building or certain buildings as distinct contracts or not, and this within the seven (7) days from the start of activities regarding a contract with several buildings.

This choice of the employer remains in effect for the duration of this contract and all renewals of said contract, unless there is an agreement to the contrary with the union;

If the employer omits to provide the notice mentioned above, the contract is that defined in article 6.06 a);

The employer whom at the moment of signing the present agreement has certain contracts that are susceptible to being the object of a choice in accordance with article 19.01 a) shall inform the union within the sixty (60) days of the signature.

The notices given by the employers in accordance with the old collective agreement remain valid and the employer does not need to send new notices.

- b) If during the process of obtaining a new contract, the work providers (client) asks certain questions regarding the personnel in place in order to give the contract, the employer will advise the union, and a meeting will be held between the parties and the union will be ready to cooperate relative to said conditions.
- c) During the process of obtaining a new contract, if the employer keeps in his employ the employees of the work provider (client) within this contract who were there previously, the employees may not be bumped in accordance with the provisions of the collective agreement for the year that follows the start of the work. However, in the case of the evening shift and night shift employees, only 25% amongst them will benefit from the provisions of the present article.
- d) During the process of obtaining a new contract, the employer shall affect by classification the necessary number of employees for the task in granting them the most important number of hours according to the arrangements required.

19.02 Seniority list

- a) Once (1) a month, the employer transmits to the union the list of all employees covered by the accreditation certificate, in order of seniority.
- b) This list is provided in the format of an Excel file that will allow a sort to be done on each part of the information mentioned below. The employer uses, if possible, the example provided by the union.
- c) This list includes the following information, for each of the positions held when applicable:
 - Last name, first name;
 - Address and postal code;
 - Telephone number;
 - Social insurance number;
 - Employee number;

- Status (regular incumbent of position, regular non-incumbent of position, probationary employee, laid off employee);
- Classification A, B or C (in the case of a laid off employee, the classification of the last position occupied);
- Group of hours (in the case of a laid off employee, the group of the last position occupied);
- Work shift (in the case of a laid off employee, the shift of the last position occupied);
- Date hired in the company;
- Accumulated sick day hours;
- Accumulated mobile holidays;
- Date of seniority within the accreditation unit, if different from the date of hiring (year-month-day).

19.03 **Movement of personnel (articles 15, 16, 17 and 18)**

- a) Within the five (5) business days of any situation mentioned in articles 15, 16, 17 and 18, the employer transmits to the union a list of employees affected, the information Form for each one regarding the movement of personnel (Appendix A).
- b) Upon request of the employer or the union, an exchange shall be made within five (5) business days following the transmission of the Form (Appendix A) between the employer's representative and the union representative to make sure the movement of personnel complies with the provisions of the collective agreement.
- c) The employer's representative makes the agreed corrections with the union representative to the seniority list in compliance with the provisions of the group agreement.
- d) The union representative, whether he is the executive president or another executive member, shall be deemed to be at work during the movement of personnel revision with the employer's representative.
- e) The executive president shall use primarily his liberations provided by the second clause of subsection 8.07 h) when he works on the revision of movement of personnel in accordance with subsections 19.03 b) and d), but if these liberations are insufficient for this exercise and his other duties as president, this exercise does not affect the liberations provided by the first clause of subsection 8.07 h).

- f) Should this exercise be done by another executive member in accordance with subsections 19.03 b) and d), this exercise does not affect the liberations provided by the first clause of subsection 8.07 h).
- g) The movements thus revised and corrected according to the list of seniority shall be deemed to be made in accordance with the collective agreement and no grievance shall be filled related to these movements.
- h) For the duration of this revision process, the delay provided by article 10.03 is suspended, but if a disagreement remains, the union submits a grievance within the thirty (30) business days of the disagreement and the union shall refer the grievance to arbitration in accordance with article 11.01.

19.04 **Cancellation of the Form (Appendix C)**

Within the five (5) business days of the refusal of a position causing the cancellation of his Form (Appendix C), the employer transmits to the union the following information:

- Last name, first name;
- Address and postal code;
- Social insurance number;
- Information on the position refused: contract, classification, group of hours, work shift;

19.05 **Loss of seniority and employment**

Within the five (5) business days of the loss of his seniority and of his employment by an employee in accordance with article 13.03, the employer transmits to the union the following information:

- Last name, first name;
- Address and postal code;
- Social insurance number;
- The reason for the loss of seniority and employment;
- The date of the event or each of the events having caused the loss of seniority and employment.

ARTICLE 20 - WORKING HOURS

20.01 Normal workweek

- a) For the purpose of calculating overtime, the normal work week is forty (40) hours.
- b) The beginning of the normal workweek is determined by the employer.

20.02 Staggering of hours

An employer may stagger work hours of the employees on a basis other than on a weekly basis, if he fulfills the following requirements:

- a) The staggering of hours is not intended to evade the payment of overtime;
- b) He obtained the written agreement of the concerned employee;
- c) The staggering results in granting the employee with a benefit to compensate the payment of overtime;
- d) The average work hours is equivalent to the one provided in a normal work week;
- e) The work hours are staggered on a basis of maximum four (4) weeks;
- f) The staggering duration shall not exceed a year;
- g) He transmitted to the union a written notice to this effect at least fifteen (15) days before the application of the staggering, indicating the modalities of the staggering under article 4.03.

A period of staggered hours may be modified or renewed by the employer upon its expiration, with the same conditions as those stipulated under article 20.02.

20.03 Weekly day off

- a) Every employee is normally entitled to two (2) complete consecutive days rest per week.
- b) The parties recognize however that some contracts have particular requirements and that the week may have six (6) business days, and in this case, the employer advises the union in writing.
 - i) In this case, the employee is entitled to have a rest period (weekly day off) of a minimal duration of thirty-two (32) consecutive hours.
 - ii) The employee is also advised of this requirement upon his assignment, and not one of the employees is obliged to accept such an assignment.

- iii) If this requirement arises during the execution of a contract for a period of more than four (4) weeks, the employee may accept the changes or consider that his position is abolished and exercise his right to bump in accordance with article 18.05.
- c) An employee is never required to accept a summon of seven (7) consecutive days or more.

20.04 **Presumed as being at work**

- a) An employee is presumed to be at work when he is at the disposal of the employer in his work place and waits to be given work.
- b) An employee is presumed to be at work during all training and probationary periods required by the employer.
- c) An employee is presumed to be at work when he is forced to stay on the premises while waiting for the establishment to be unlocked. This article does not apply to the meal period.
- d) An employee is presumed to be at work during the period he travels between different public buildings where he must execute consecutively, upon the request of his employer, his maintenance work.
- e) An employee who is thereby presumed to be at work during the periods outlined in subsections a), b), c) and d) is entitled to the salary corresponding to that in which he is paid for the maintenance work he executes.

20.05 **Overtime**

- a) Every hour worked by an employee upon the request of the employer after forty (40) hours of work per week is considered as overtime and is remunerated at the regular hourly rate plus fifty percent (50%).
- b) For the purpose of this article, vacations and legal holidays are assimilated to days worked;
- c) If work must be done in overtime, the employer must offer it to the available employees, in turn, in such a way that it is distributed equally between the regular employees who normally do the work of that same classification in that building, by starting in order of seniority.

20.06 **Additional hours**

- a) The hours to be done by the employees of a building, for a limited period, above the normal hours of the work week, up to a concurrence of forty (40) hours, or above the normal working hours of the day, are called additional hours.

- b) Additional hours are offered to available employees, in turn, in a way that they are distributed equally between those interested employees who normally do this work, by beginning the first time in order of seniority.
- c) If no employee is available or that the number of available employees is insufficient, the employer offers the work to employees on the recall list, by order of seniority.
- d) If the additional hours, other than those of marginal works, and are not the result of an absence of an employee, remain in effect for more than eight (8) weeks, they are considered permanent and become an integral part of the position of the employees to which they were attributed.
- e) Article 20.06 does not apply for the long-term replacement provided under article 16.02.

20.07 **Maximising the working hours**

- a) In taking into account the requirements and the operational needs of each contract under article 6.06 a) of the collective agreement, the employer adheres to the principle of maximising the number of hours per position within the building or the contract.
- b) Therefore, when the employer distributes the hours on a permanent basis, either because of a vacant position or additional needs, he distributes those hours, always subject to the requirements and operational needs, by offering them to employees in one or the other following manners:
 - i) To employees doing the work of this classification, the same work shift who are able to do the work being offered, in order of seniority.
 - or
 - ii) Distributed in order of seniority and also equally when possible between the employees who do the work of this classification and of the same work shift.
- c) When the increase in numbers causes a change in the group of hours, the employer shall inform the union with the intentions indicated in article 19.03.
- d) If the total of the available hours cannot be attributed to the employees of the building in accordance with the preceding provisions, the employer creates one or more positions and attributes them in accordance with the collective agreement, notably to the provisions of article 15.

20.08 **Availability for long-term replacement hours, overtime, additional hours or maximisation of the working hours**

- a) In order to know the availability of employees for the purpose of applying the provisions concerning articles 15.02 (long-term replacement), 20.05 (overtime), 20.06 (additional hours) and 20.07 (Maximising the working hours), the employer posts within each of the buildings where more than five (5) employees work, or when needed, a sheet in which those employees available to do hours may record their name.
- b) The sheet shall distinguish clearly:
 - i) The availability for long-term replacement;
 - ii) The availability for overtime;
 - iii) The availability for additional hours;
 - iv) The availability to accept permanent hours (maximisation).
- c) The sheet must be replaced every three (3) months: December 1st, March 1st, June 1st and September 1st.
- d) For the purpose of distributing additional hours or overtime, each time an employee refuses the offered hours, he is considered as having done them.

ARTICLE 21 - RECALL TO WORK

- 21.01 All employees recalled to work after his regular hours (after leaving the work place) must be remunerated at the regular hourly rate plus fifty percent (50%) for every hour worked. In all cases, he is entitled to a minimum compensation of three (3) hours at the regular rate.
- 21.02 All employees who present themselves to work and were not notified the night before that their services were not required, are entitled to a minimum of three (3) hours at the simple regular hourly rate, as long as he was present at work and available, and that he accepts to execute any work requested by the employer.

ARTICLE 22 - MEALS AND REST PERIODS

22.01 **Non-compensated meal period**

- a) The meal period is normally thirty (30) minutes non-compensated after a maximum of five (5) consecutive hours of work.
- b) However, this period may last up until one (1) hour non-compensated because of constraints in terms of work organization and for the needs of the building.

- c) The employer is committed to work diligently in order to accommodate the employee and informs him of the reasons why this additional period is not compensated.

22.02 **Compensated meal period**

This break however must be remunerated at the hourly rate of salary paid for work that is done:

- a) if the employee is not authorized to leave his position;
- b) When the employer affects an employee to a job with duration of twelve (12) hours or more.

22.03 **Non-compensated additional meal period**

- a) An employee who works twelve (12) hours or more within the same day is entitled to a second meal period, of a maximum of one (1) hour in length, not remunerated.
- b) For the purpose of determining the period of twelve (12) hours or more, the meal periods and the break periods will be considered as time worked.

22.04 **Communication device**

- a) An employee that is required to wear a communication device such as a pager, a radio or a cell phone outside of the work place is not presumed as being at work.
- b) If the employee must answer a call during his meal period, including following the usage of a communication device, he is entitled to take back the time he worked (work, wait and travellings) during this meal period.
- c) When an employee works on a day shift, that he is the only one in the building and that he receives an emergency call during his meal break, an amount of \$15 will be granted to him as a meal allowance in order to compensate him. In such a case, the employee shall submit an expense claim for the payment including the nature of the call, its source and the time of the call.
- d) When two (2) employees or more work on the same day shift, the employer organises the work to make sure the employees do not receive emergency calls during their meal break and, otherwise, the compensation is granted under subsection 22.04 c), according to the same terms and conditions.

22.05 **Rest period**

- a) An employee who works seven (7) hours within the same day, is entitled to two (2) break periods of fifteen (15) minutes each.

- b) An employee who works less than seven (7) hours, but three (3) hours or more within the same day is entitled to one (1) rest period of fifteen (15) minutes.
- c) An employee who works more than seven (7) hours within the same day is entitled to a rest period of fifteen (15) minutes for every three hours of work above and beyond the seven (7) hours.
- d) The rest periods are remunerated at the applicable rate.
- e) An employee is remunerated for all hours worked including the preparation of material.

22.06 **Meal and rest periods scheduled**

The employer writes on the schedule of the employees the break periods and the meal periods taking into account the needs of the service and makes this known to the employees.

22.07 **Pairing rest periods**

The employee can join two rest periods with prior written consent from the employer.

ARTICLE 23 - WORK ROUTE AND WORK OVERLOAD

23.01 **Work route**

- a) The employee must be informed of his work route either in writing or verbally.
- b) Upon request of the employee, the employer shall give him his work route in writing within the next ten (10) business days, which includes a summary of the tasks, their frequency as well as the beginning and the end of his work schedule.
- c) As long as the employee has not received his written work route in accordance with subsection 23.01 b), the employer may not impose any disciplinary measure related to his work.
- d) In constituting the work route, the employer takes into account the time of travelling from the time-stamp to the work place and vice-versa, the time required for preparing the material, the time required to get to the break and meal periods and the marginal works under article 23.02. The time it takes to change at the arrival and at the departure are not part of the work time.
- e) The union receives, upon demand, a written description of the work route in regards to a grievance.

23.02 Marginal works

Marginal works (for example: the cleaning of microwave ovens and refrigerators, dish washers) added by the client or the renter are added to the work route in quest or offered to employees of the building by order of seniority, or the choice of the employer, in the case where an employee of the work route is not available or according to the volume of the task.

23.03 Work overload

- a) If the union, following a complaint of an employee, believes there is an increase in workload, he advises the employer and the employer conducts an investigation related to the complaint.
- b) The employer then provides the up to date work route of the employee to the latter and to the union.
- c) During his investigation and at the request of one or the other parties to the present collective agreement, the employer, the union (union representative or delegate) and the employee normally hold a meeting in the building on advisory purposes only, and thus within the ten (10) business days after the complaint was made.
- d) At the end of the investigation, if there is a work overload, the employer:
 - i) modifies the work route accordingly. Among others, he takes away tasks or increases the number of work hours;
 - ii) commits, if applicable, to withdraw the disciplinary measures directly related to this work overload with compensations if required.
- e) At the end of the investigation, if the parties do not agree about the work overload, the union may file a grievance in accordance with article 10.03.
- f) If the parties do agree about the fact that there is no evidence of the overload:
 - i) the employee may stay in place in getting, if necessary, an additional training or sponsorship with another employee;
 - ii) the union and the employer may also agree on an administrative transfer under article 17.01.
- g) In case where an employee is disciplined for unsatisfactory performance, the union may invoke the work overload as a line of defense.

ARTICLE 24 - CLASSIFICATIONS AND SALARIES

24.01 Salary

- a) The regular hourly rates are the following:

Class A	Class B	Class C
18,07\$	17,60\$	18,65\$

- b) Subject to the promulgation of the amendments to the Decree governing the maintenance personnel of the public buildings in the region of Montreal, as amended, the following rates apply:

CLASS	Coming into force of the Decree	Anniversary date of the Decree					
		1 st	2 nd	3 rd	4 th	5 th	6 th
A	18,52	18,97	19,47	19,97	20,47	21,02	21,57
B	18,11	18,62	19,18	19,74	20,30	20,91	21,52
C	19,10	19,55	20,05	20,55	21,05	21,60	22,15

The last wage increase is on the 6th anniversary date of the *Decree governing the maintenance personnel of the public buildings in the region of Montreal* as amended, or on November 1st, 2024, whichever date is earlier.

24.02 Straight-time hourly rate

- a) The regular time hourly rate of an employee is the salary rate that was being paid by his employer, even if this rate is superior to the rate stipulated for that classification in the present agreement.
- b) Unless there is a change of classification, there will not be any changes to the salary rate of the employee even if it is superior to the rate of his classification.
- c) If the classification changes, he will then receive the rate stipulated in the new classification.

24.03 Superior hourly rate assignation

When an employee is assigned to a work that requires a salary rate higher than that of his regular job, this employee will be remunerated to the higher rate for the hours thereby worked.

24.04 Inferior hourly rate assignation

When it is necessary to transfer an employee from his regular job to another job remunerated at a lower rate, the hourly rate of the regular classification of this employee will be paid.

ARTICLE 25 - LEGAL HOLIDAYS AND FLOATING DAYS

25.01 Legal holidays and floating days

The following days are not worked and paid:

- a) New Year's Eve or the day after;
- b) New Year's Day;
- c) Good Friday or Easter Monday, determined by the employer;
- d) Patriots Day;
- e) St-Jean Baptiste;
- f) Confederation;
- g) Labour Day;
- h) Thanksgiving;
- i) Christmas Day;
- j) Christmas Eve or Boxing Day;

Two (2) floating days according to the conditions stipulate in article 25.08

25.02 Postponed legal holidays

- a) All legal holidays may be deferred upon the request of the employer with written authorization from the employee, to another day that is chosen by the employee, within the three (3) weeks that precede or follow said paid legal holiday.
- b) In the case of a conflict between several choices by the employees for the same dates, the holidays will be granted by order of general seniority within the same contract.

25.03 Holiday coinciding with a regular time-off

- a) Notwithstanding article 25.02, when a legal holiday stipulated in article 25.01 falls on a day that the employee is usually off, the latter does not lose his holiday or holidays. It is reported to the preceding or following work day or any other mutually agreed upon date for the employer and the employee within the eight (8) weeks that precede or follow said legal holiday and paid with the exception of St-Jean Baptiste, in which the Law regarding the National holidays applies.

- b) In the case where the employer does not defer the holiday, it is paid in accordance with article 25.07.

25.04 **Entitled paid holiday**

To have the right to the payment of the holiday, the employee must be a regular employee of the employer and have worked the preceding work day of the holiday and the following work day of the holiday, except in the case where:

- a) He obtained permission in advance to be absent for a period shorter than fifteen (15) days;
- b) He was laid off the day immediately preceding or following the holiday;
- c) He was laid off for a period not exceeding twenty-one (21) days during which the holiday or holidays took place;
- d) He is absent for less than fourteen (14) days according to article 8 "Union delegate", article 28 "Social leave", article 30 "Parental and maternity leave" and family events as outlined in the Law regarding Labour Standards, and 31 "sick leave" of the collective agreement.

25.05 **Working on a legal holiday**

- a) The regular employee who is requested by his employer to work on a holiday that is paid but not worked or the day a legal holiday is observed in accordance with article 25.02 must receive an additional fifty percent (50%) of his hourly wage that is also paid on top of the indemnity that pertains to the legal holiday.
- b) The employer must determine, at least eight (8) weeks in advance of each legal holiday mentioned in article 25.01, how many employees will be required to work by building.
- c) The work is offered to employees of the building by work shift in place that day and by order of seniority; if the number of voluntary employees is insufficient, the employer designates the number of employees missing according to the reverse order of seniority.

25.06 **Working on Christmas day or New year**

- a) In a contract where the work requires the presence of employees on December 25th and January 1st, the employer tries to distribute the holidays in a way that is fair so that an employee does not have to work both December 25th and January 1st successively.
- b) Every employee is entitled to have one or the other holiday off.

- c) If all employees are required to work one or the other of these days, the employer offers the choice for the day by the work shift in place that day and by order of seniority.
- d) If only a part of the employees is required to work, the possibility to work and the choice of the day are offered in the same manner.
- e) Failing a sufficient number of volunteers, the employees will be required to work by reverse order of seniority, the choice of which day having been offered by seniority.

25.07 **Allowance for paid holiday**

- a) The payment owed to the employee for the paid legal holiday is equal to the payment the employee would have had if he had worked that day.
- b) Notwithstanding article 25.07 a), during a legal holiday, the employee who is entitled to it and whose work hours are not spread out over five (5) days of the week shall receive the remuneration provided for hereafter: 20% of the salary earned during the pay period that precedes the legal holiday. The percentage will be 10% in the case where the pay period is two (2) weeks.

25.08 **Floating holidays**

The floating holidays outlined in article 25.01 are not worked and paid according to the following conditions:

- a) The employee must have one (1) year of seniority on the date of the the holiday or holidays taken.
- b) The employee who uses his two (2) floating holidays and who resigns before July 1st of the current year must reimburse the employer one floating holiday for the amounts that are owed.
- c) The employer and the employee agree on the date of floating holiday beforehand.
- d) The employees benefiting from a bank of days that are paid but not worked superior to twelve (12) days per civil year because of the application of article 38 of the present collective agreement shall not benefit from the present floating holidays.
- e) The employer must grant the mobile holidays to employees who made a request in writing on the form provided to this effect, of which a copy is given to the latter at least five (5) days in advance.
- f) The employer must confirm his response in writing to the employee within the two (2) days following his request.

- g) In the case of a conflict between the requests of several employees for the same date, the holidays will be granted in order of seniority of the employees within a same contract.
- h) If on December 31st an employee has not used his floating holiday or holidays, the employer must pay the employee for the mobile holiday or holidays on the following pay.

ARTICLE 26 - PAID VACATIONS

26.01 Reference period

- a) The reference period entitling vacations is established over a period of twelve (12) months normally starting May 1st and ending on April 30th of the subsequent year.
- b) This reference period may end on December 31st of the year preceding the one during which the employee takes his vacations, if this is the employer's rule.

26.02 Normal vacation period

- a) The normal vacation period is between May 15th and September 1st.
- b) However, an employee may take his vacations outside of the normal vacation period, subject to the rules provided for in the collective agreement.

26.03 Taking vacations

- a) The annual vacations must be taken during the twelve (12) months that follow the end of the reference year.
- b) Notwithstanding subsection 26.03 a), the employer may, upon request of the employee, allow the annual vacations to be taken, in total or in part, during the year of reference.
- c) As such, if at the end of the twelve (12) months that follow the end of the reference year, the employee is absent for reasons of sickness, organ and tissue donation for transplantation purposes, accident, crime or is on leave for family or parental reasons, the employer may, upon request of the employee, defer the annual vacations to the following leave. Failing to defer the annual holiday, the employer must therefore pay the vacation indemnity the employee is entitled to.

26.04 Continued or fractioned vacations

- a) The holiday period is taken in a continuous or fractioned manner, depending on the employees' choice.
- b) Each of the periods is for a least one (1) week.

26.05 **Number of employees simultaneously taking holidays**

- a) At all time, a minimum of 25% of the employees assigned to a building is entitled to take vacations simultaneously.
- b) During the last two (2) weeks of December, a minimum of 15% of the employees assigned to a building, except for the office buildings and education community buildings (25%), are entitled to take vacations simultaneously.
- c) During the last two (2) weeks of December, no employee assigned to a commercial building is entitled to take vacations.

26.06 **Choice of the vacation periods**

- a) Vacations are granted in order of seniority of employees within the same building.
- b) For the choice of vacations, the employees covered by the collective agreement have priority with seniority over any other employee not covered by the present collective agreement, and this, within each building.
- c) When the employees are "spouses" and work within the same building, they may take their vacations at the same time. However, their vacation period is chosen by the spouse having the least seniority, on the condition that this does not affect the choices of the other employees with more seniority.
- d) An employee who is unable to take his vacations within the established period due to physical incapability that is supported with a medical certificate, or a work accident that happened before or during the vacation period, may defer his vacation period to a later date taking into account the choices that have already been made by the other employees in accordance with articles 26.07, 26.08 and 26.09, or to ask the vacation pay he is entitled to.
- e) The employees who have made a choice of vacations and who are transferred or laid off according to the provisions of the collective agreement, maintain their choice of vacations.

26.07 **First vacations choice period**

- a) No later than the last Sunday of February, the employer posts within each of the contracts a choice of vacations table that mention the number of employees who can be on vacations at the same time, indicating the name of the employees in order of seniority and including the following information for each of the employees:
 - i) Seniority;
 - ii) The number of weeks vacations to which they are entitled;

- iii) Each week of the year, from May 1st of the present year to April 30th of the following year, allowing for an employee to check off the weeks he wants and the weeks corresponding to the normal vacation period are indicated clearly;
 - iv) a space for the employees' signature;
 - v) a space for the employee to write the date he made his choice.
- b) The period to choose vacations must be done according to the following periods and terms and conditions:
- i) From the last Sunday of February, the first quarter of employees by seniority choose their vacation period;
 - ii) From the first Sunday of March, the second quarter of employees by seniority choose their vacation period;
 - iii) From the second Sunday of March, the third quarter of the employees by seniority choose their vacation period;
 - iv) From the third Sunday of March, the fourth quarter of the employees by seniority choose their vacation period.

Failing to make his choice within this delay, the employee is considered as having not chosen vacation dates during the normal period.

- c) The groups of subsection 26.07 b) are clearly identified on the board.
- d) The employer shall make sure to get a copy by writing of the choice of vacations of an absent employee for more than five (5) consecutive days when this absence coincides with the vacations choice period for which the employee belongs.
- e) Should the board not be available on the Thursday following the last Sunday of February, starting from this date for each of the groups of the building, an additional 5% for every late day will be added to the 25% of employees entitled to take vacations simultaneously assigned to a building, as provided in article 26.05, up to a maximum of 50%.
- f) Shall the employer fail to provide the schedule by the last Sunday of February, the delay to make the vacation choice starts the day of the display and lasts for seven (7) days for each of the groups.
- g) Between the 4th Sunday of March and the 1st Saturday of April, the employee whose choice has not been made during the period provided for his group or the employee whose employer may not grant the vacations asked, may make his choice.

- h) Starting from the second Sunday of April, the vacation program is displayed and is a copy of the board and remains displayed continuously until the end of the year.
- i) If the program is not displayed, an employee, a union delegate or a union representative informs the human resources' representative and the employer's representative shall go to the building within the next forty-eight (48) hours and proceed to the display.

26.08 **Second vacations choice period**

- a) Between the 1st Sunday and the 3rd Sunday of September of each year, the employees who did not choose all their vacations during the posting mentioned in articles 26.07 indicate their choice for the remainder of their vacations, on the program posted according to article 26.07 h).
- b) Except subsection 26.07 e), the procedure to complete the program of vacations is identical to that described in articles 26.07 with the following adaptations:
 - i) The updated program of vacations is posted no later than October 1st;
 - ii) Notwithstanding the provisions of article 26.06 a), the vacations already granted during the choice made in March must be respected.

26.09 **Other vacations choice period**

- a) The vacations that had not been requested according to article 26.07 and 26.08 may be requested by the employee via a notice sent to the employer four (4) weeks in advance. The vacations granted in accordance with the present article are done by order of the requests all while respecting the vacations already granted.
- b) The employer provides a response to the employee within the five (5) days following the request and adds the vacations to the program mentioned in subsection 26.07 h).

26.10 **Temporary shutdown of the building**

- a) When a temporary shutdown of a client is known prior to the period for choosing the applicable vacations provided by articles 26.07 and 26.08 the employer may schedule the vacations of these employees during that shutdown period.
- b) However, if the shutdown period of the client is announced after the period for choosing the applicable vacations, the employees may, upon their choice:
 - i) Move the chosen vacations so that they correspond to the shutdown period;

- ii) Add a balance, if necessary, to their vacations during that shutdown;
 - iii) Be laid off during that period and during the layoff, during his layoff, he may advise the employer to register him on the recall list in order to do replacements and give his availability.
- c) The employee thereby laid off returns to his contract after the shutdown period.

26.11 **Vacation pay**

a) **Probationary employee**

The indemnity payment for said vacation period for a probationary employee is equal to six percent (6%) of the gross earnings during the reference period.

b) **Less than one (1) year of continuous service**

- i) All employees who, at the end of the reference period, have less than one (1) year of continuous service must receive a vacation equal to one day and a half (1 ½) per month of service up to a maximum of three (3) weeks vacation.
- ii) The payment pertaining to the mentioned vacation is equal to six percent (6%) of the gross earnings during the reference period.

c) **More than one (1) year of continuous service**

- i) All employees who at the end of the reference period have one (1) year or more of continuous service must receive a vacation equal to three (3) calendar weeks.
- ii) The payment pertaining to the mentioned vacations is equal to six percent (6%) of the gross earnings during the reference period.

d) **Ten (10) years of continuous service**

- i) All employees, who at the end of the reference period have ten (10) years of continuous service, must receive a vacation equal to four (4) calendar weeks.
- ii) The payment pertaining to the mentioned vacation is equal to eight percent (8%) of the gross earnings during the reference period.

e) **Twenty-three (23) years of continuous service**

- i) All employees, who at the end of the reference period have twenty-three (23) years of continuous service, must receive a vacation equal to five (5) calendar weeks.

ii) The payment pertaining to the mentioned vacation is equal to ten percent (10%) of the gross earnings during the reference period.

f) **Thirty-three (33) years of continuous service**

i) All employees, who at the end of the reference period have thirty-three (33) years of continuous service, must receive a vacation equal to six (6) calendar weeks.

ii) The payment pertaining to the mentioned vacation is equal to twelve percent (12%) of the gross earnings during the reference period.

26.12 **Payment of the vacation indemnity**

a) In order to make sure the employee receives his vacation indemnity at least ninety-six (96) hours before his departure for vacation, the employer must pay the employee the vacation indemnity in the pay period before his departure or, if not possible, in the one before. It shall be done in accordance with his choice under articles 26.03 and 27.03. If he modifies his choice with the employer's agreement, the employee shall inform the employer fifteen (15) days before the beginning of his vacations.

b) The employer uses the fiscal provisions applicable in order to standardize the income deductions during the payment of this vacation indemnity in one payment.

26.13 **Payment of the vacation indemnity during absences**

a) If an employee is absent for reasons of illness, accident, victim of a criminal act, or a maternity or paternity leave during the year of reference and that this absence would have the effect of diminishing his annual vacations indemnity, he is entitled to an equivalent indemnity, depending on the case, to three or four times the average weekly salary earned during the period worked, depending on the number of weeks in which he is entitled.

b) The employee cited in article 26.11 a) is entitled to this amount prorated to the number of holidays accumulated.

26.14 **Paid and social holidays**

If one or more of the paid and social holidays are held during the annual vacations of an employee, an equal number of vacation days may be added to the vacation period of the employee, deferred to another date or paid in cash, after mutual agreement.

26.15 Payment of vacation balance

In the case of an employee entitled to more than two (2) weeks of vacations, upon the request of the employee, and this in writing fifteen (15) days before the beginning of his vacations, the employer pays his vacation indemnity at the time of his departure, without taking more than two (2) weeks of holiday.

26.16 Termination of an employee

All employees whose employment is terminated before their vacations must receive, at the time of his departure, the vacation indemnity to which he is entitled according to the articles above.

ARTICLE 27 - JURY DUTY

27.01 An employee called upon to act as a juror or on the day or days of jury selection receives during this period the difference between his regular salary, if necessary, and the compensation given him by the Court upon presentation of written proof.

ARTICLE 28 - SPECIAL LEAVES**28.01 Mortality**

The employer grants to regular employee social leave without loss of salary in the following cases:

- a) Five (5) days leave for the death of his spouse, of his child, his spouse's child; if the death arises due to suicide or the result of a criminal act, the employee may benefit from the provisions of articles 79.11, 79.12 and 79.15 of the Law regarding Labour Standards;
- b) Three (3) days leave for the death of the following family members, mother, father, brother, sister; he may also be absent for two (2) more days without pay for this reason;
- c) One (1) day leave for the death of the following family members, father-in-law, mother-in-law, sister-in-law, brother-in-law, grand-father, or grand-mother.

28.02 Leave of absence without pay

- a) A leave of absence without pay may also be granted for the aforementioned bereavements, taking into account the circumstances and the family relation.
- b) In case of bereaved, the employee is entitled, upon written request, to a leave of absence without pay of four (4) weeks if he must go out of the country. This leave may be extended to eight (8) weeks and cannot be refused except for a valid reason.

28.03 Remuneration

For the holidays under article 28.01, the employee receives a remuneration equivalent to that he would normally have received if he had worked.

28.04 Notice to the employer and proof of the death

In all cases, the employee informs his immediate superior or the person in charge of human resources as soon as possible and provides upon the request of the employer, reasonable proof of the death.

28.05 Marriage or civil union

- a) The employer grants an employee a paid leave of one (1) day for his marriage or civil union. This day may be taken during the week preceding the marriage. If the marriage happens during the employees' vacations, it may be deferred to a working day preceding or following the vacations.
- b) It is possible for the employee to take one (1) complete week of unpaid leave or reserve the week for this reason in total or in part for his annual holidays.
- c) The employee may also be absent from work, without pay, the day of marriage or civil union of one of his children, his father, his mother, his brother, his sister or the child of his spouse.

ARTICLE 29 - LEAVE OF ABSENCE WITHOUT PAY

29.01 A leave of absence without pay for a reasonable duration may be granted to all employees who request it in writing taking into account the needs of the service and the seniority of the employees.

29.02 Should the contract to which an employee was assigned, no longer exist upon his return to work; he is entitled to use the mechanisms foreseen in article 18.05 provided that his seniority allows. Failing this, the employee is registered on the recall list.

ARTICLE 30 - ABSENCES AND LEAVES FOR FAMILY OR PARENTAL REASONS

30.01 The provisions 79.7 to 81.17 of the Law regarding Labour Standards related to absences and leaves for family or parental reasons are hereby considered to be a part of the present collective agreement, under article 85.15.1.

ARTICLE 31 - SICK LEAVE

31.01 Sick leave entitlement

- a) All employees covered by the present collective agreement who have completed their probation period; accumulate each pay period a credit of hours for sick leave equal to 2.44% of the hours paid excluding the vacations.
- b) These credit hours are accumulated from one year to the next. On October 31st of each year, the employer establishes the total of the credited hours for sick leave for each regular employee.

31.02 Annual report of sick leaves

No later than November 30th of each year, the employer advises the employee in writing with a copy to the union:

- a) the total hours of sick leave credited to the employee;
- b) of the "maximum accumulated" for the employee;
- c) of the payable amount for exceeding hours, if necessary.

31.03 Payment of excess hours

- a) All regular employees whom, on October 31st of a year, have a credit of sick leave hours over the "maximum accumulated" will receive from the employer, no later than December 10th of the same year, the payment of the excess hours at his current hourly wage.
- b) The "maximum accumulated" is equal to 60% of all the employee's paid hours for the last four (4) weeks preceding October 31st. In the case of an employee whose regular schedule is six (6) days per week, the percentage of 60% is replaced by fifty (50%) percent.

31.04 Payment of sick days

- a) All payments made in accordance with the present article are done as of the first sick day.
- b) The employee must always provide the employer with a medical certificate for all absences of three (3) days or more for illness. He may also require one for duration of three (3) months when there is an accumulation of sick leave absences.
- c) The employer may also require one for duration of three (3) months when there is an accumulation of sick leave absences, which period can be extended.

- d) The cost of a medical certificate required by the employer is at his expenses and reimbursed on the next pay day of the employee upon presentation of an invoice.

31.05 **Payment entitlement**

To be entitled to the payment of sick days, the employee must inform his employer of his absence for illness as of the first (1st) day, unless he is unable to do so due to circumstances beyond his control.

31.06 **Returning to work**

At the end of the absence period, the employer must reintegrate the employee within his normal position, with the same advantages; including the salary in which he was entitled to if he had remained at work. If the normal position of the employee no longer exists upon his return, the employer must entitle him to the rights and privileges to which he would have benefited from as of the disappearance of the position if he had been at work.

ARTICLE 32 - RETIREMENT PLAN

32.01 **Retirement plans**

- a) The union determines the applicable collective retirement plan or plans in accordance with the collective agreement and the Decree and where the employers' contributions will be placed.
- b) They may only choose a defined benefit retirement plan in which the capitalisation guarantees the benefits are the responsibility of the employer.

32.02 **Modification of the plan**

- a) The union may modify the retirement plan or plans, add one or more plans, end one or several of the plans.
- b) They inform the joint committee and the employers who collaborate with the set up and the maintenance of the plan or plans.

32.03 **Employer's contribution**

- a) The employers' contribution to the retirement plan is conditional to the provisions of the applicable *Decree on the employees for the maintenance of the public buildings in the region of Montreal*.
- b) The employers' contribution is of forty-five cents (\$0,45) per paid hour.

32.04 **Employee's contribution**

The employer deducts from the salaries the obligatory contributions, if any, as well as the voluntary contributions of the employees for which he received instructions to this effect; an employee may not modify their contribution more than once a year.

32.05 **Transmission of the contributions**

The employer transmits to the Joint Committee for the maintenance of the public buildings in the region of Montreal before the 15th day of each month, their contribution for each employee as well as the amounts deducted from the employee's salaries for which he must deduct, according to the methods determined by said committee, and this, for the preceding month.

32.06 **Responsibility of the employer**

The responsibility of the employer is limited to the respect of his obligations outlined in the present article 32 and of all prejudice resulting from his failure to do so.

32.07 **Solidarity fund**

The parties agree to the following:

- a) The employer agrees to cooperate with the Union to allow the employees who so desire, to contribute, by way of payroll deductions, to the savings plan of the "Fonds de solidarite des travailleurs du Quebec" (FTQ).
- b) Regardless of the number of employees who make the request, the employer agrees to deduct at the source on the pay of each employee who so desires, and who signs the contribution form, the amount specified by the employee, for the duration he fixed or until a contrary notice.
- c) An employee may modify the amount of his payments, or stop the contributions at any time, by sending a notice to this effect to the Fund and to the employer.
- d) The employer agrees to send a cheque to the Fund, every month (on the 15th day following the deductions at the latest), the amounts deducted according to subsection 32.07 b). The payment must be accompanied by a statement including the employees name, social insurance number and the reference number (supplied by the Fund), and the amount deducted for each of them.
- e) The parties agree that, in accordance with the provincial and federal income tax laws, it will be possible for the employee who makes the request to immediately receive the fiscal tax breaks when he participates in the Fonds de solidarite des travailleurs du Quebec (FTQ) through payroll deductions at the source (DAS).

ARTICLE 33 - COLLECTIVE INSURANCE

33.01 Communication of the eligibility rules and application coverage

- a) All the employers subject to one or more accreditation certificates shall deduct the amounts for the collective insurance in accordance with the applicable coverage of each employee, said amounts having been determined and communicated by the union.
- b) The union officially communicates the admissibility requirements for the insurance plan and the amounts to be deducted in writing. The document is signed by the person in charge of the plan.
- c) The eligibility criteria applicable at the moment of the signature are attached as a reference in Appendix B.
- d) The employer applies the rules of admissibility that are communicated by the union in order to start or stop the deductions for each employee at an opportune moment.

33.02 Modification to the eligibility rules and applicable coverage

- a) Should there be a modification to the rules regarding admissibility or the amounts to be deducted, the union shall advise all the employers of the changes as well as the date of their coming into force in the same way.
- b) This notice is transmitted at least fifteen (15) days prior to the date of the first pay in which the changes will be applicable.
- c) Copy of the notice is transmitted to the employers' Association, who may request a meeting in order to clarify the administrative methods of applying the rules regarding admissibility; this meeting must be held within the fifteen (15) days of the request.
- d) In this case, the delay for applying the new rules regarding admissibility is established as of the date of this meeting.

33.03 Notice of entitlement

- a) As soon as an employee becomes admissible, the employer informs the union in the five (5) business days, by electronic mail to the address indicated by the latter.
- b) The information required is transmitted in an Excel file format if possible, in which the example is supplied by the union.

33.04 **Termination notice**

- a) As soon as an employee is no longer in his employment, the employer informs the union within five (5) business days, by email to the address indicated by the latter.
- b) The information required is transmitted in an Excel file format if possible, in which the example is provided by the union.

33.05 **Deduction by the employer**

- a) If the employer does not deduct the collective insurance amount correction from an employee, he deducts the amounts not deducted on the following pay of the employee; the union may indicate to the employer the number of pays in which to spread out the deductions of the arrears.
- b) However, if the employer does not deduct the collective insurance amounts correctly from an employee over two consecutive pay periods or more, he must remit all said amounts to the union, upon request of the latter, and deduct thereafter no more than 1% per pay the amounts from the pay of the employee.

33.06 **Recover an amount due to the union**

When an amount of money must be recuperated from an employee, the union shall advise the employer by indicating the amounts to be deducted per pay.

33.07 **The employer's declaration**

In the case of a weekly indemnity claim (IH) or monthly indemnity claim (IM), the employer must complete the employers' declaration and return it to the union within two (2) business days of the request by the union.

33.08 **Monthly report of deductions**

Before the 15th day of each month, for each distinct accreditation, and for each geographic region for the same accreditation if need be, the employer transmits to the union the amounts deducted with a report indicating for each salary:

- a) Name,
- b) Address,
- c) Social insurance number,
- d) Motives for absence (if need be),
- e) Amount deducted for each coverage for each week.

33.09 Annual report of deductions

During the months of January or February of each year, the employer agrees to communicate to each employee, in writing, the amount of the premiums paid by the employee and deducted by the employer over the course of the preceding calendar year for each of the coverage's accident sick and dental care distinctively.

33.10 Plan administrator

The union is the buyer and administrator of the plan.

33.11 Responsibility of the employer

The responsibility of the employer is limited to the respect of the obligations outlined in article 33 and all prejudice resulting from his failure to do so.

ARTICLE 34 - PREMIUMS**34.01 Premiums for lead hand**

- a) All employees named as lead hand by his employer as stipulated in article 6.02 shall receive a minimum premium of seven percent (7%) of the hourly rate for the time he executes this function.
- b) A list of lead hands named by the employer as well as their premium percentagers shall be transmitted within the ninety (90) days of the signature of the collective agreement.
- c) On the third Monday of each month, the employer forwards the union an up to date list if modifications were made.

ARTICLE 35 - PAYMENT OF SALARIES**35.01 Salary payments**

The pay is remitted to the employee no later than on Thursday, in cash within a sealed envelope or by cheque, or by bank transfer, each week or every two (2) weeks or two (2) times per month if this is the rule of the employer.

35.02 Information with the salary payments

The following information must appear on the pay envelope, the cheque stub or the pay stub:

- The name of the employer;
- The first name and last name of the employee;
- The employment title (classification) of the employee;

- The hiring date of the employee;
- The payment date;
- The working periods that correspond to the payment;
- The number of normal hours per classification;
- The number of overtime hours with their applicable increase;
- The paid holidays and vacations;
- The hourly salary rate;
- The amount of the gross salary;
- The nature and the amount of the deductions;
- The salary insurance;
- The solidarity fund;
- The amount of the net pay paid to the employee;
- The number of hours paid for sick leave during the period;
- The cumulative bank of credited sick leave hours;
- The nature and amount of the premiums;
- The employer's contribution to the collective retirement plan;
- The employees' contribution to the collective retirement plan;

When a holiday falls on a Thursday or a Friday, the payment of the salary is done on the Wednesday or Thursday morning, as the case may be.

The employer pays the vacation weeks on a separate cheque before the vacation period.

35.03 **Pay stub or separate ballot paper**

No matter how the employer pays the employees, the pay stubs are sent by mail to the employees' residence or distributed (in a sealed envelope) within the work place, and this, during the week that follows the emission of the pay.

35.04 **Error on the pay**

Should there be an error on the pay of fifteen percent (15%) or more, the correction is done within the following three days, and for all errors of less than fifteen percent (15%) the correction is made on the next pay.

35.05 Last pay

The employer remits or sends to an employee on the pay period following his departure, his pay and all the indemnities in which he is entitled too.

35.06 Employment recording

The employer remits to the employee an employment recording within the seven (7) days of his departure.

ARTICLE 36 - SPECIFIC UNIFORM**36.01 Specific uniform**

- a) When an employee must, upon the request of the employer, wear a specific uniform, this uniform is supplied by the employer and is replaced following normal wear and tear.
- b) The specific uniforms are provided and the employer shall insure that they are available and correspond to the employee's measurements.

36.02 Replacement of specific uniform

A uniform provided by the employer is only replaced if the employee hands back the uniform in need of replacement; otherwise, the employee must pay to have it replaced.

36.03 Maintenance of the specific condition

- a) The uniforms must be kept clean and in good condition.
- b) The cleaning and the repair of the uniforms are the employee's responsibility.

36.04 Adapted equipment

When the task requires it, the employer provides adapted equipment. He also supplies shoe covers for the work of floor stripping. He takes responsibility for the costs of these adapted equipments and replaces them when needed.

36.05 Departure of the employee

When an employee leaves the service of the employer, he must return all uniforms that were provided to him.

ARTICLE 37 - OCCUPATIONAL HEALTH AND SAFETY

37.01 Health and safety standards

- a) The employer agrees to take the necessary measures to establish and maintain a high standard of health and safety in the work place in order to prevent injuries, industrial accidents and occupational diseases.
- b) Shall an employee be called upon to complete a specific task, he must address his immediate supervisor in order to make sure he is using the appropriate methods and techniques to fulfill the task in a safe way, which does not affect his health.
- c) He shall do so for a work:
 - i) at heights of more than three (3) meters of his work position;
 - ii) involving lifting from the ground heavy objects of more than 20 kilograms;
 - iii) involving using a stepladder for which the rule of the three bearing points must be applied at all times when the employee goes up or down this stepladder.

The employee shall receive by the employer adequate training for these works, if necessary.

37.02 Temporary assignment

- a) When an employee is on temporary assignment, the employer attempts, keeping in mind the applicable circumstances, to affect him to a position having a similar work schedule all in accordance with the provisions of the law.
- b) An employee on temporary assignment in a position that the employer decided to fill is thereby considered temporarily absent from his position and article 16 will apply.

37.03 Mandate of the health and safety committee

- a) The health and safety committee deal with the health, safety and hygiene in the workplaces and, with that purpose, encourages the active participation from the employer and the employees.
- b) The members of the committee play an active role and oversee to the maintenance and application of the programs, the measures and the standards that improve the health and the safety of all employees.
- c) The committee shall:
 - i) Identify the situations that may endanger the health and safety of employees;

- ii) Maintain records of industrial accidents, occupational diseases and of the events that may have caused them;
- iii) Receive and analyze the employee's complaints regarding health and safety conditions;
- iv) Recommend any measures considered useful in the prevention of accidents and the safety of employees;
- v) The committee, if deemed necessary, may visit the workplace when necessary;
- vi) In general, exercise the functions that are granted them in article 78 of the Law regarding occupational health and safety.

37.04 **Composition of the Health and safety committee**

- a) This committee is composed of two (2) representatives named by the employer and two (2) representatives designated by the union.
- b) The committee may occasionally add an additional employee from another region to address the problems of that region.
- c) Each party may appoint itself and outside representative for the committee meetings.

37.05 **Meetings of the health and safety committee**

- a) These meetings are not part of the days mentioned in article 8.07 of the collective agreement.
- b) The employee's representatives are presumed at work when participating in the meetings and the work of this committee.
- c) This committee meets once (1) every three (3) months or more upon the written request of one of the parties for emergency situations.

37.06 **Health and security delegate**

The union delegate shall act as health/safety delegate and the employer agrees to liberate, without loss of salary, any employee to follow the health and safety course offered by the union from those mentioned in article 8.07 h).

37.07 **Prevention committee for the sector**

- a) The Association and the Union shall form a health and safety prevention committee at the level of the contracting parties of the Decree for the building maintenance of Montreal, as amended.

- b) The representation of the parties is composed of two (2) members from the Union and two (2) members from the employers' association designated by the parties.
- c) The committee may notably:
 - i) Assist in the training and running of the health and safety committees;
 - ii) Conceive and elaborate training and information programs from the health and safety committee;
 - iii) Make recommendations related to the regulations and norms for occupational health and safety.
- d) Upon the request of the prevention committee of the sector committee, there will be a meeting with the members of the local committees.
- e) The employees who are members of the health and safety committees are presumed as being at work when they participate in the meetings of these committees.

ARTICLE 38 - ACQUIRED RIGHTS

38.01 The employees benefiting presently from benefits or privileges superior to those foreseen in the present agreement shall continue to do so during this collective labour agreement.

ARTICLE 39 - STRIKE AND LOCK-OUT

39.01 Over the course of the present collective agreement, the parties agree that the employer will not lockout and the union will not go on strike nor do a partial work shutdown.

ARTICLE 40 - DURATION OF THE COLLECTIVE AGREEMENT

40.01 The present collective agreement comes into force as of the day it is signed except for the clauses regarding salary and monetary consequences which come into effect the day that the modification of the Decree respecting the building service employees, region of Montréal, as amended, and remains in effect until November 1st, 2024.

40.02 The appendices are an integral part of this collective agreement.

40.03 The parties agree that the working conditions contained in the present agreement continue to apply until the signing of a new collective agreement.

40.04 The parties agree to denounce the present collective agreement nine (9) months prior to its expiration if necessary, and to exchange their collective agreement proposals.

ARTICLE 41 - EFFECTS OF THE COLLECTIVE AGREEMENT

41.01 In the case of public or private hospitals where there exist between the employer and the union, special agreements covering higher salaries than that of the collective agreement, the salary rates of the special agreement shall apply.

41.02 The parties may at any time, if both parties agree, reopen the collective agreement for the following articles: legal holidays, vacations, sick leave and salaries and they agree to submit to the minister concerned the modifications under articles 6.2 and 6.3 of the *Act Respecting Collective Agreement Decrees* in order for the *Decree regarding the maintenance of public buildings for the region of Montreal* to be modified accordingly.

41.03 The parties agree that this collective agreement only binds the employers who are members of the Association covered by a certificate of accreditation and only according to its' coverage.

41.04 It is agreed between the parties that said collective agreement will be submitted to the minister responsible so that the Decree may be modified in accordance with the signed collective agreement.

IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED IN MONTREAL ON THIS 20TH DAY OF DECEMBER 2017.

THE QUEBEC BUILDING SERVICE CONTRACTORS ASSOCIATION INC.

THE SERVICE EMPLOYEES UNION, LOCAL 800

Isabelle Leblanc
President of the human resources' committee

Anthony Camara
President of the building maintenance division

Isabelle Leblanc
Les Services Ménagers Roy Itée

Lise Carrière
President of the base unit of Les Services Ménagers Roy Itée

Amélie Thilloy
Signature, services d'entretien

Jorge Camones
President of the base unit of Signature, services d'entretien

Sophie Sabourin
For-Net inc.

Lucie Thériault
President of the base unit of For-Net inc.

Sébastien Richer
Coforce

Éric Séguin
President of the base unit of Coforce

Jean-François Poulin
GDI Services (Québec) SEC

Mario Pino
President of the base unit of GDI Services
(Québec) SEC – Distinction
Accreditation

Michel Gascon
Directeur correspondant du comité
exécutif de l'unité de base de GDI
Services (Québec) SEC - Accréditation
Empire

Annie Desjardins
GSF Canada inc.

François Rollet
Union representative

Linda Charbonneau
Conciergerie Speico inc.

Philippe Dufort
Union representative

APPENDIX A - INFORMATION TO THE UNION ABOUT PERSONEL MOVEMENT**INFORMATION ABOUT THE EMPLOYEE**

NAME OF EMPLOYEE		EMAIL	
# EMPLOYEE		# PHONE	
ADDRESS		# CELL PHONE	
HIRING DATE			

<p><u>CURRENT SUMMONS</u></p> <p>Name and # of the contract: _____</p> <p>Classification :</p> <p><input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> Other _____</p> <p>Sun Mon Tue Wed Thu Fri Sat</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p> <p>Group of hours:</p> <p>Group 1 <input type="checkbox"/> More than 36 to 40 hours Group 2 <input type="checkbox"/> More than 32 to 36 hours Group 3 <input type="checkbox"/> More than 28 to 32 hours Group 4 <input type="checkbox"/> More than 24 to 28 hours Group 5 <input type="checkbox"/> More than 20 to 24 hours Group 6 <input type="checkbox"/> More than 16 to 20 hours Group 7 <input type="checkbox"/> More than 0 to 16 hours</p> <p>Exact number of hours: _____</p> <p>Shift:</p> <p>Day <input type="checkbox"/> 8:00 to 4:00 pm Evening <input type="checkbox"/> 4:00 pm to midnight Night <input type="checkbox"/> midnight to 8:00</p> <p>Recall list : <input type="checkbox"/></p>	<p><u>NEW SUMMONS</u></p> <p>Nom et # du contrat : _____</p> <p>Classification :</p> <p><input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> Other _____</p> <p>Sun Mon Tue Wed Thu Fri Sat</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p> <p>Groupe d'heures :</p> <p>Group 1 <input type="checkbox"/> More than 36 to 40 hours Group 2 <input type="checkbox"/> More than 32 to 36 hours Group 3 <input type="checkbox"/> More than 28 to 32 hours Group 4 <input type="checkbox"/> More than 24 to 28 hours Group 5 <input type="checkbox"/> More than 20 to 24 hours Group 6 <input type="checkbox"/> More than 16 to 20 hours Group 7 <input type="checkbox"/> More than 0 to 16 hours</p> <p>Nombre d'heures exact : _____</p> <p>Shift:</p> <p>Day <input type="checkbox"/> 8:00 to 4:00 pm Evening <input type="checkbox"/> 4:00 pm to midnight Night <input type="checkbox"/> midnight to 8:00</p> <p>Recall list : <input type="checkbox"/></p>
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

<u>NATURE OF THE CHANGES</u>	
<input type="checkbox"/> New position obtained (art. 15)	
<input type="checkbox"/> Vacant position obtained (art. 15)	Incumbent and reason for the vacancy:
<input type="checkbox"/> Long-term replacement obtained (art. 16)	Incumbent and reason for the absence:
<input type="checkbox"/> Transfer for just and sufficient cause (art. 17)	
<input type="checkbox"/> Exclusion at the client's request (art. 17)	
<input type="checkbox"/> Position obtained by bumping (art. 18)	Bumped employee and reason for the bumping:

Signature of human resources' representative_____
Date

Send a copy to the union and to the employer by fax within 5 days:
UES, Section locale 800, 920, rue de Port-Royal E, Montréal, QC H2C 2B3 Fax: 514 385-9888

APPENDIX B - GROUP INSURANCE ELIGIBILITY CRITERIA

The employees meeting the following criteria shall contribute to the group insurance plan according to the offered options:

1. Being an employee under the present collective agreement;
2. Having completed his probation period;
3. Hold a regular position of ten (10) hours per week or more; or
4. Hold several positions totalling ten (10) hours per week or more.

APPENDIX C - REQUEST FOR A NEW POSITION, REPLACEMENT OR AVAILABILITY FORM

INFORMATION ABOUT THE EMPLOYEE			
NAME OF EMPLOYEE		EMAIL	
# EMPLOYEE		# PHONE	
ADDRESS		# CELL PHONE	
HIRING DATE			

STATUS OF THE EMPLOYEE

Indicate your status:

<input type="checkbox"/> Regular employee laid off	<input type="checkbox"/> Regular employee excluded at a client's request
<input type="checkbox"/> Regular employee with a position	<input type="checkbox"/> Regular employee with no position
<input type="checkbox"/> Probationary employee	

DESIRED POSITION	REMPLACEMENT LONGUE DURÉE SOUHAITÉ OU DISPONIBILITÉ
Indicate the characteristics of the desired position:	Indiquer votre disponibilité ou les caractéristiques du remplacement longue durée souhaité :
Classification:	Classification :
<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> Other _____	<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> Autre _____
Sun Mon Tue Wed Thu Fri Sat	Sun Mon Tue Wed Thu Fri Sat
<input type="checkbox"/>	<input type="checkbox"/>
Group of hours:	Group of hours:
Group 1 <input type="checkbox"/> More than 36 to 40 hours	Group 1 <input type="checkbox"/> More than 36 to 40 hours
Group 2 <input type="checkbox"/> More than 32 to 36 hours	Group 2 <input type="checkbox"/> More than 32 to 36 hours
Group 3 <input type="checkbox"/> More than 28 to 32 hours	Group 3 <input type="checkbox"/> More than 28 to 32 hours
Group 4 <input type="checkbox"/> More than 24 to 28 hours	Group 4 <input type="checkbox"/> More than 24 to 28 hours
Group 5 <input type="checkbox"/> More than 20 to 24 hours	Group 5 <input type="checkbox"/> More than 20 to 24 hours
Group 6 <input type="checkbox"/> More than 16 to 20 hours	Group 6 <input type="checkbox"/> More than 16 to 20 hours
Group 7 <input type="checkbox"/> More than 0 to 16 hours	Group 7 <input type="checkbox"/> More than 0 to 16 hours
Exact number of hours: _____	Exact number of hours: _____
Shift :	Shift:
Day <input type="checkbox"/> 8:00 to 4:00 pm	Day <input type="checkbox"/> 8:00 to 4:00 pm
Evening <input type="checkbox"/> 4:00 pm to midnight	Evening <input type="checkbox"/> 4:00 pm to midnight
Night <input type="checkbox"/> midnight to 8:00	Night <input type="checkbox"/> midnight to 8:00
Region:	Region:
<input type="checkbox"/> Montreal <input type="checkbox"/> South shore <input type="checkbox"/> North shore <input type="checkbox"/> _____	<input type="checkbox"/> Montreal <input type="checkbox"/> South shore <input type="checkbox"/> North shore <input type="checkbox"/> _____
In all cases where the collective agreement applies, the employer is not required to consider the employee for a position with different characteristics.	In all cases where the collective agreement applies, the employer is not required to consider the employee outside this availability.

Signature of the employee

Date

Validity of the form

To be valid, the Form must be transmitted to the employee or to the union between November 1st and November 25th. The Form is valid for a period of six (6) months from June 1st to November 30th or from December 1st to May 31st. The regular employee laid off, the employee excluded at the client's request or the probationary employee when hired may fill a Form outside these periods to get a position.

When an employee refuses two (2) times a position or a replacement of more than four (4) weeks offered in accordance with the characteristics indicated in his Form, the Form becomes null and void.

APPENDIX D - LIST OF ARBITRATORS

In accordance with article 9.02 of the collective agreement, the parties agree to the following list of arbitrators:

1. Francine Lamy
2. Joëlle L'Heureux
3. Denis Nadeau
4. Pierre-Georges Roy
5. Denis Provençal
6. Éric Lévesque
7. Nancy Ménard Cheng
8. Robert Rivest
9. Jean-René Ranger
10. André G. Lavoie
11. Jean-Yves Brière
12. Nathalie Massicotte

LETTER OF AGREEMENT #1

Agreed to

BETWEEN The Service Employees Union, Local 800

AND The Quebec Building Service Contractors Association Inc.

SUBJECT: SUB-CONTRACTING

COMPLEMENTARY TO ARTICLE 2.10 OF THE COLLECTIVE AGREEMENT REGARDING THE PARITY COMMITTEE FOR THE MAINTENANCE OF PUBLIC BUILDINGS (MONTRÉAL)

- 1) The Quebec Building Service Contractors Association Inc., agree, according to the present, to cooperate with the Service Employees Union, Local 800 in order to modify the practices of the Parity Committee for the maintenance of public buildings so as to put in place the necessary mechanisms to oversee and for the inspection of the third party specified in article 2.10 a) of the collective agreement concluded between the Association and the Union, in order to avoid that such commercial practices have the effect of eluding the integral or complete application of the Decree.
- 2) The Association also agrees to cooperate with the emission and the legal recognition of an identification card issued to each employee of the industry by the parity Committee attesting to the registration of the employee in the parity committee and that the employee must carry on him. The Parity Committee is responsible for the administration of this provision using the reports they already on file as a point of reference.

LETTER OF AGREEMENT #2

Agreed to

BETWEEN The Service Employees Union, Local 800

AND The Quebec Building Service Contractors Association Inc.

SUBJECT: TRANSITIONAL MEASURES

- 1) Despite subsection 14.02 a), an employee has until January 25th, 2018, to complete the Form (Appendix C) and despite subsection 14.02 b), the party who received the Form shall forward it to the other party between January 25th and January 31st, 2018.
- 2) Within the ninety (90) days starting January 8th, 2018, the employer makes the changes, if applicable, to the positions of the employees following modifications brought to the work shifts and the parties agree that even if the work shift of the employees are modified, this change does not entitle the application of article 18.

LETTER OF AGREEMENT #3

Agreed to

BETWEEN The Service Employees Union, Local 800

AND The Quebec Building Service Contractors Association Inc.

SUBJECT: REVISION OF THE SENIORITY LIST

- 1) No later than ninety (90) days starting January 8th, 2018, the employer's representative and the union representative supported by his representative, if needed, shall update the seniority list, which shall be in accordance with the provisions of the collective agreement.
- 2) The union representative, whether he is the executive president or another executive member, is deemed to be at work when he proceeds to the update of the seniority list in the presence of the employer's representative or when he is making verifications with prior consent of the employer.
- 3) The executive president primarily uses his liberations provided under second subarticle of article 8.07 h) when he is updating the seniority list in accordance with article 2. However, if these liberations are insufficient to make the list and the other duties as president, this list does not interfere with the planned liberations provided under the first subarticle of article 8.07 h).
- 4) Shall this exercise be done by another member of the executive in accordance with article b), this exercise does not interfere with the planned liberations provided under the first subarticle of article 8.07 h).
- 5) Within the fifteen (15) days following the completion of the list by the employer, corrections made to this list are deemed to have been made in accordance with the collective agreement.
- 6) Thirty (30) days following the transission of the list by the employer, the corrections made to this list are deemed to have been made in accordance with the group agreement.
- 7) Should there be a discrepancy on the seniority list, only the employer's representative, the union representative or his representative are allowed to be present in front of an arbitrator designated by the parties to make their representations, which shall be limited to half a day.
- 8) At the end of the audition, the arbitrator settles the difference and makes a decision.