Public Works and Government Services Canada

Travaux publics et Services gouvernementaux Canada

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving - PWGSC / Réception des soumissions - TPSGC
11 LaurierSt./ 11, rue Laurier
Place du Portage, Phase III
Core 0A1 / Noyau 0A1
Gatineau
Québec
K1A 0S5
Bid Fax: (819) 997-9776

SOLICITATION AMENDMENT
MODIFICATION DE L'INVITATION

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'invitation demeurent les mêmes.

Comments - Commentaires
CE DOCUMENT CONTIENT UNE CONDITION DE SÉCURITÉ

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

Vendor/Firm Name and Address
Raison sociale et adresse du fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution
Maintenance & Professional Consulting Services Division (FK)
11 Laurier St./ 11, rue Laurier
3C2, Place du Portage, Phase III
Gatineau
Québec
K1A 0S5

Title - Sujet CLEANING SERVICES FOR LTDLC	
Solicitation No. - N° de l'invitation EJ196-132939/A	**Amendment No. - N° modif.** 001
Client Reference No. - N° de référence du client 20132939	**Date** 2013-08-29
GETS Reference No. - N° de référence de SEAG PW-$$FK-279-63211	
File No. - N° de dossier fk279.EJ196-132939	**CCC No./N° CCC - FMS No./N° VME**
Solicitation Closes - L'invitation prend fin **at - à 02:00 PM** **on - le 2013-09-13**	**Time Zone** **Fuseau horaire** Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. **Plant-Usine:** ☐ **Destination:** ☑ **Other-Autre:** ☐	
Address Enquiries to: - Adresser toutes questions à: Ladouceur, Joanne	**Buyer Id - Id de l'acheteur** fk279
Telephone No. - N° de téléphone (819) 956-6647 ( )	**FAX No. - N° de FAX** (819) 956-3600
Destination - of Goods, Services, and Construction: **Destination - des biens, services et construction:** PWGSC/TPSGC Les Terrasses de la Chaudière 15/25 Eddy, 10 Wellington, 1 Promenade du Portage Gatinau, Quebec	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée	**Delivery Offered - Livraison proposée**
Vendor/Firm Name and Address **Raison sociale et adresse du fournisseur/de l'entrepreneur** **Telephone No. - N° de téléphone** **Facsimile No. - N° de télécopieur**	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) **Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)** **Signature** **Date**	

Canada

The purpose of this Solicitation Amendment is to provide a copy of the Collective Agreement currently in place at La Terrasse de la Chaudière attached as Appendix G.

All other terms and conditions will remain the same.

COLLECTIVE AGREEMENT

between

The Québec Building Service Contractors Association inc.

and

The Service Employees Union Local 800 (FTQ)

for

the unionize building service employees covered by the decree

Expiry date : October 30th, 2017

UIES

A.E.S.E.Q
Association des entrepreneurs en services d'édifices Québec inc.

Q.B.S.C.A
Québec Building Service Contractors Association Inc.

COLLECTIVE AGREEMENT

BETWEEN: THE QUEBEC BUILDING SERVICE CONTRACTORS ASSOCIATION INC.

Hereafter called : « THE EMPLOYER»

ON ONE SIDE;

AND: THE SERVICE EMPLOYEES UNION, LOCAL 800
Hereafter called : « THE UNION »

ON THE OTHER SIDE.

For the unionized employees of the building maintenance

Covered by the Decree no. c. D-2, r.39

Expiration date : October 30th, 2017

AB/cc 2011-04-04

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 to the Quebec Labour Code provisions.

2.02 Should there be any dispute as to the interpretation of the accreditations 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 Decree c. D-2, r.39, as amended.

2.04 a) 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.

b) 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) working days of the nomination.

2.08 The employer shall forward a copy of all written directives addressed to all staff that are issued by the Personnel Management within ten (10) working days to the union.

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**

Part 1

The employer agrees to confide no more than one third of the work covered by the Decree for building services (L.R.Q., c. D-2, r. 39) to sub-contracting, franchise, concession, alienation or any other type of transfer regardless of its form, if this is to have the effect of eluding the integral application of the these jobs to the Decree.

Consequently, the employer remains fully responsible for the application of the Decree by said third.

Part 2

a) If the employer obtains a service contract covered by the Decree for building services (L.R.Q., c. D-2, r. 39) and he confides its execution, in whole or in part to sub-contracting, this sub-contract must not:

   1) Cause the lay off or the reduction in working hours of employees covered by the collective agreement or cause the abolition of positions;

   2) Replace the creation of a position in accordance to article 12 and paragraphs 13.2, 17.2 and 17.03 d) of the collective agreement.

b) The provisions of paragraph a) do not apply:

   1) To work of Class C;

   2) To unusual, biannual, or annual work 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.

c) In the cases mentioned in paragraph b) 2) that proceeds and in all other cases, after exhausting the recall list, the employer may, by written agreement with the union, call upon sub-contracting.

ARTICLE 3
RIGHTS OF MANAGEMENT

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

3.02 The right of the employer foreseen in paragraph 3.01 also includes and this without limits, the right to promote employees, to determine schedules and work hours, to demote employees, to train them, and to transfer them subject to the provisions of the collective agreement.

The employer also has the right to hire, suspend and dismiss or otherwise discipline any employees, but the exercise of these rights and powers will subjected to the provisions of this collective agreement.

The employer agrees to discipline, to suspend, transfer or dismiss an employee only for just and sufficient cause.

3.03 All documents that the employer sends by registered mail, certified mail, priority post or any other messenger service 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.

Exception is made to the present rule during the prolonged absence of an employee from his place of residence for which he must provide proof and advise his employer upon his return.

3.04 **New contract**

When a new contract is obtained, the information to be transmitted to the union is mentioned in paragraph 16.01.

ARTICLE 4
GENERAL PROVISIONS

4.01 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 in 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 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 a Law.

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 a Law for any motive mentioned above.

Despite the preceding, a distinction, exclusion or preference base on the requirements of requirements needed to accomplish the job of a position is considered as being not discriminatory.

However, a grievance cannot be deposited in accordance to the present article is 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 a) Notwithstanding all provisions of the collective agreement to the contrary or the absence of such a provision, the transmission of a document by the employer or the union may be legitimately done by mail, fax, or electronic mail;

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 to the provisions of the Charter of French Language.

b) Consequently, all communications in French to an employee are considered valid and in accordance to the collective agreement;

4.05 **Work equipment**

If health problems, safety problems or harassment arises due to the nature of the equipment used at work, the union advises the employer, and, depending on the case, refers it to the health and safety committee or uses the recourses foreseen in the collective agreement.

Furthermore, the employee who receives a disciplinary measure may, if pertinent, invoke the inadequate character of the equipment supplied.

4.06 **Protection of personal information**

a) he 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.

Furthermore, 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.

If a client demands the personal information directly from the employee, the employer agrees to contact the client to try and regulate the situation and this as soon as he is informed by the employee or the union.

Nothing in this paragraph removes the responsibility of the employer with regards to the Law regarding personal information.

b) The employer assumes no responsibility with regards to the personal information transmitted to the union in accordance to the collective agreement.

ARTICLE 5
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 signify :

5.01 **Association**

The Quebec Building Service Contractors Association Inc.

5.02 **Employer**

All employers covered by an accreditation, belonging to the Quebec Building Service Contractors Association Inc., and their representatives.

5.03 **Parties**

The union, the employer and their representatives.

5.04 **Union**

Service Employees Union, Local 800 and their representatives.

5.05 **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 SEU, Local 800.

5.06 **Union delegate and member of the executive committee**

« Union delegate » refers to one more employees elected or named by the workers of a contract in accordance to article 7 of the collective agreement;

« 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.

5.07 **Management personnel**

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

5.08 **Lead hand**

a) Employee in which 60% of their 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 to the expectations of the client.

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

He is part of the bargaining unit and has no disciplinary power and is not responsible for the application of the collective agreement.

b) 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 to only the paragraph that follows and paragraphs c) and d), may assign the responsibility of a lead hand to the employee 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) The union recognizes one or more lead hands by contract taking into account the following conditions:

1. A lead hand may be designated to a building if there are four (4) employees or more within that building;

2. A lead hand may be designated on a work shift if there are four (4) employees or more on this work shift;
3. Another lead hand may be designated to a building if there are twenty (20) employees or more in that building.
4. Another lead hand may be designated to a building if there are forty (4) employees or more in that building.
5. And so on for every twenty (20) employees.

d) If the union believes that a lead hand surpasses the mandate determined in paragraph 5.08 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) working days of a request to that effect and to investigate with due diligence, and the duty to oversee the reestablishment of the situation. When the problem concerns the work route of the lead hand, the employer remits a written copy of this to the union.

If after two (2) written complaints by the union within a twenty-four (24) month period, treated in accordance to the preceding paragraph, the lead hand is still the subject of said complaints, he will be removed from his responsibilities as lead hand in accordance to paragraph 5.08 b)

upon reception of a written requested signed by the President of the Service Employees Union, Local 800.

The complaints mentioned in paragraph 5.08 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 paragraph 5.08 d) had been respected by the union, may be the object of a grievance.

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

5.09 **Employee**

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

5.10 **Regular employee**

All employees who have completed their probation period.

5.11 **Probationary employee**

All employees who have not completed their probation period.

5.12 **Probation period**

All new employees are submitted to a probation period of two hundred 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.

If the employer rehires an employee who has not completed his probation period with a six (6) month period, this employee need only complete the work hours missing on his previous probation period.

The employee who completes his probation period and who is rehired within the six (6) months of his lay-off is not subject to a new probation period.

All probationary employees are entitled to the legal holidays, not worked and paid, as stipulated in Chapter IV of the Law regarding Labour Standards (L.R.Q.,c.N-1.1).

5.13 **Recall list**

The recall list is constituted by regular employees who have been laid off, regular employees who do not have a position and employees who have asked for a voluntary transfer (Appendix C). It is applied by order of seniority in accordance to the collective agreement.

The information relative to the recall list is transmitted to the union in accordance to the provisions in paragraph 16.02, notably 16.02 f).

5.14 **Availability**

Upon hiring, the employee indicates in writing his availability to work by completing the pertinent section in Appendix C.

This employee may modify his availability at all times by completing another Appendix C, which will come into effect after five (5) days for the temporary assignments.

In all cases for the application of the collective agreement, the employer need not consider the employee outside of this availability.

5.15 **Grievance**

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

5.16 **Day**

Calendar day

5.17 **Work day**

All calendar days.

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.

5.18 **Day of work**

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

5.19 **Spouse** : persons

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.

5.20 **Child**

A 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.

5.21 **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) However, for the choice of vacations, in order to determine the number of union delegates and for the distribution of additional time or overtime, in accordance to article 17.03, contract is not restrained to a building or part of a building in which the employee works.

5.22 **Place of residence**

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

5.23 **Classification**

The majority of the hours worked in a normal week by an employee determine the classification, and this, only for the purposes of transfer provided for in articles 12, 13, 14 or 15. In the case of inequality, the employee will be considered a class A.

The normal week is established by calculating the average of the last eight (8) weeks worked preceding the exercise of the right to transfer.

The average described above is used to determine the classification of an employee who wants to use his seniority to bump in accordance to the provisions of the collective agreement as well as to determine the classification of the employee susceptible to being bumped.

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 the 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;

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.

5.24 **Position**

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

5.25 **Lay off**

The fact, of an employee with a regular position, to have not worked due to lack of work for seven (7) consecutive calendar days.

5.26 **Vacant or newly created position**

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

5.27 **Position temporarily without its incumbent**

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

5.28 **Regions**

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

5.29 **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.

ARTICLE 6
UNION SYSTEM

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

6.02 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 6.04. They are also required to ask the union to replenish their provisions of forms when necessary.

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

b) 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) con-

secutive 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.

6.04 Before the fifteenth (15th) 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 to paragraph 5.28) of the same accreditation.

The employer attaches to this list a cheque for the total amount of the union deductions, in accordance to 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, L.R.Q., c. P-39.1 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.

6.05 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 to the Law regarding industrial accidents, and this, in consideration of the fact that these employees are responsible for the payment of their union dues.

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

ARTICLE 7
UNION DELEGATE

7.01 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.

7.02 The union informs the employer in writing; the names of the union delegates and the committee members provided for in 7.01; 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.

7.03 In the case of a grievance, only the union delegate may execute his duties without loss of salary, and during working hours in accordance to 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.

7.04 The delegates and committee members, as stipulated in 7.01 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.

7.05 The employer recognizes one or more delegates by building taking into account the following conditions:

1) 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;

2) For each additional delegate, there must be at least four (4) employees per work shift;

3) There is only one delegate per work shift.

7.06 For the purpose of interpretation article 7.07, 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.

7.07 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) working 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 by fax or by telephone the reasons in which the five (5) working day notice cannot 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 to the collective agreement is not reprimanded because of this liberation.

f) Beyond the liberations foreseen in paragraph 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 paragraph f), the total maximum number of the amount paid by the employer in accordance to the present article for all of

the employees in service of the employer covered by an accreditation is fixed as follows:

- from 1 to 100 employees : 8 days
- from 101 to 300 employees : 11 days
- from 301 to 600 employees : 18 days
- from 601 to 1000 employees : 22 days
- from 1001 employees or more : 25 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 :

- from 700 to 1099 employees :
2 days per week

- from 1100 to 1299 employees :
3 days per week

- from 1300 employees or more :
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 to 7.07 h) ($0).

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

7.08 For the purpose of the present article, the word day has the same meaning as the work shift.

7.09 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.

7.10 The union representative and/or a member of the executive committee or two (2) members of the executive wishing to enter the contracts of the employer in the exercises of their administrative duties of the present collective agreement, must always advise the employers representative beforehand.

The method of this visit is convened with the latter. Nevertheless, this article may not be used or interpreted to allow access to areas in which this access is restricted by the client.

7.11 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 15.05.

ARTICLE 8
GREIVANCE PROCEDURE

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

8.02 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.

The immediate superior must give an answer to the employee within five (5) days of the meeting.

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.

8.03 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) working 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.

8.04 Upon the request of either party, the employer and the union must meet at a moment mutually agreed upon in order to find a satisfactory solution to the grievance.

ARTICLE 9
ARBITRATION

9.01 Failing an agreement on a grievance within the 30 working days of the expiration of delays foreseen in 8.03 b), the union may refer the grievance to arbitration to an arbitrator name in accordance to the procedure below. In the case of a grievance contesting a disciplinary notice, the delay is twelve (12) months.

The union refers the grievance to an arbitrator listed in appendix D by affecting a rotation of the arbitrators for each employer.

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 to the accelerated process of arbitration. Failing the employer to sign the documents required in the five (5) work days the notice of the union, the present provisions take into account the demand, the consent and the agreement of the employer for the request the accelerated arbitration submitted to the minister by the union.

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 or that of the accelerated process, the employer agrees to confide the dossier to an available prosecutor within this delay.

9.02 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.

9.03 a) All the delays stated in articles 8 and 9 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) 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.

9.04 a) The grievance notice must mention the article or articles that were violated or misinterpreted and the remedy required.

b) No grievance can be rejected due to technicality.

9.05 The arbitrator follows the procedure outlined in the Labour Code. I must before rendering his decision, hear the parties in the presence of one another.

9.06 The decision of the arbitrator is rendered as soon as possible, within the thirty (3) days of the last hearing meeting of the parties.

9.07 The arbitrators' decision is final and binds all parties concerned. Under no circumstance, does the arbitrator have the power to modify the text of the present collective agreement.

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

9.09 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.

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

9.11 An arbitrator may assess the circumstances that surrounded the resignation of an employee and the value of the consent of this employee.

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

ARTICLE 10
DISCIPLINARY MEASURES

10.01 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.

10.02 The employer removes from the employees' dossier all disciplinary or administrative measures, reprimands or part of these documents in which the employee has obtained just cause.

10.03 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) working days, in which failing this, the documents may not be submitted into proof during the arbitration.

10.04 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.

In the event that employee refuses to sign the disciplinary notice or the disciplinary measure, the employer sends it by mail to

employee concerned. It is presumed having been received in accordance to article 3.03 of the present collective agreement.

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

10.06 Summons for disciplinary measures or other motives

a) The employee present in the workplace and who has been convened by the person in charge of personnel or his representative for disciplinary reasons is entitled to be accompanied by his union delegate as long as the latter is also present in the workplace. The employee and the union delegate receive their regular salary for the time spent for the meeting when they assist.

b) A summons outside of the employees working hours may only be done for serious reasons, and the employee is thereby remunerated for three (3) hours of work as provided he is not receiving another form of remuneration or compensation in accordance to insurance programs, CSST, sick days, SAAQ, etc.

c) If the summoned employee wishes to be accompanied by his union representative or a member of the executive, he is entitled to two (2) working days notice.

If the employee is accompanied by a member of the executive committee, the latter is remunerated for three (3) hours of work.

10.07 **Suspension – dismissal**

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

2. Upon the request of one or the other parties, the employer and the union must meet at a moment mutually agreed upon to find a satisfactory solution to the grievance.

10.08 The conflicting confession of the employee in front of the arbitration hearing may be revised by the arbitrator if he establishes in front of the latter that this confession was not given freely or voluntarily.

The written confession of an employee must be communicated to the employee and the union within a delay of five (5) working days.

10.09 The parties recognize that all employees are forbidden to bring a third party to the workplace.

ARTICLE 11
SENIORITY

11.01 Seniority is the length of services of an employee for his employer. Seniority is gained once the probation period is completed and is retroactive to the date of hiring.

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

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

1) Voluntary resignation of his job;

2) He is dismissed with reason;

3) He is laid off for the shorter of the two following periods:
   - a period equal to his accumulated seniority at the time of his lay-off, or
   - a period of fourteen (14) months;

4) a) He was laid off and omitted, except for reasons beyond his control, to present himself at work within three (3) working days from the reception of a certified letter, registered mail or any other kind of courier service of the employer, to his last known address, recalling him.

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 in paragraph 3). 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 11.03 3) or on a position open temporarily for a duration inferior to four (4) weeks is not computed;

b) The employer can only offer the same position to an employee once within the period foreseen in article 11.03 (3).

5) 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;

6) In the case of an absence due to an illness or accident other than a professional illness or industrial accident for a period exceeding eighteen (18) months;

7) Absence without giving reason or reasonable excuse exceeding eighteen (18) months.

In all cases where seniority and the job are lost, the information that is transmitted to the union is mentioned in paragraph 16.05.

11.04 A seniority list is transmitted to the union in accordance to the provisions of paragraph 16.02.

11.05 If an employee not governed by the present, becomes one, his seniority is accumulated as of the first day in which he integrated the bargaining unit.

ARTICLE 12
TRANSFERS, VACANT POSITIONS, TEMPORARY POSITIONS AND RELOCATIONS

12.01 a) A regular employee wishing to add a position to that or those he has or obtain a change either to:

- to the geographical location of work,
- the building workplace,
- the work shift,
- the group of hours,
- the classification,

Completes and signs the form within appendix C of the present collective agreement and transmit it to the union and to the employer.

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

The employer transmits appendix C to the union within the 5 days of receiving the form from the employee.

b) Such a request from an employee is valid for a period of twelve (12) months after its reception by the employer. All new requests from an employee render the previous invalid, and the union is thereby informed.

c) When an employee refuses a position that is offered to him in accordance to his request to transfer as stipulated in article 12, his demand to transfer becomes null and void for all ultimately vacant or new created position; the employee is informed and the information to be transmitted to the union are mentioned in paragraph 16.04. The employee must formulate a new demand to transfer in accordance to article 12.01.

12.02 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. The employee to whom the position is offered must inform the employer of his decision within the two (2) working days of the communication from the employer.

b) 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.

If the employee refuses or when the recall list is exhausted, the employer must use the recall list of the industry as stipulated in the letter of agreement prior to recruiting personnel from the outside.

12.03 a) The applicant to whom the position is attributed, is entitled to a training and trial period of a maximum duration of twenty (20) working 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. The position is then attributed to the following applicant in accordance to the provisions of article 12.02.

12.04 During a movement of personnel resulting from the application of the present article, the information to be transmitted to the union are mentioned in paragraph 16.03.

ARTICLE 13
POSITION TEMPORARILY VACANT OF ITS INCUMBENT

13.01 a) A position is temporarily vacant of its' incumbent when the incumbent is temporarily absent for whatever reason.

b) 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.

13.02 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 those 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.

c) 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.

The employee on temporary assignment does not lose his rank on the recall list during this assignment.

The employee, during the time he 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 to article 15.

d) The employee who fills a position temporarily vacant of its incumbent and for which he has received written notification, is not entitled to a notice of return to work of the positions incumbent.

e) The employee can, if he wishes, take back his previous assignments inside the company in accordance to his seniority upon the return of the incumbent.

13.03 During a movement of personnel resulting from the application of the present article, the information to be transmitted to the union are mentioned in paragraph 16.03.

ARTICLE 14
TRANSFER AND EXCLUSION OF CONTRACT

14.01 Administrative transfer

The transfer of an employee is an administrative measure and not an alternative to the management of personnel.

No employee may be transferred to another contract without just and sufficient cause and without prior agreement with the union.

14.02 A transfer in accordance to paragraph 14.01 is done by way of an exchange of position according to the following procedure:

a) The employer 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 first.

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 to 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 section b) exists, the employee may bump another employee in accordance to 15.05, 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.

14.03 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 a 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 transferred to another contract by exchanging the positions in accordance to the procedure established in paragraph 14.02 a) and b).

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:

- the employee obtains a new position considering a form in appendix C;
- the employee is laid off;
- the employee is bumped in accordance to article 15.

c) The arbitrator cannot impose the presence of an employee at the work of a client who has demanded such an exclusion from the contract.

14.04 In the case sited in paragraphs 14.01 and 14.03, if the employer imposes a disciplinary measure for the same circumstances,

he has the burden of proof for the administrative measure as well as for the disciplinary measure.

14.05 In all cases of a transfer to another contract, the union delegates and the member of the executive committee are considered having the most seniority.

14.06 The union is not allowed to communicate with a client concerning the application of the collective agreement.

14.07 During the movement of personnel resulting in the application of the present article, the information to be transmitted to the union are mentioned in paragraph 16.03.

ARTICLE 15
LAY-OFF PROCEDURE

15.01 *A reduction of group hours is interpreted as* a lay-off. However, the employee has the choice of applying the layoff procedure, exercise his right to bump, or accept the reduction of hours.

When a position is created by the application of the preceding paragraph, it is filled firstly in accordance to the provisions of paragraph 17.02 or, failing this, article 12.

For the interpretation of the collective agreement, the group of hours are as follows:

- group 1: more than 36 hours to 40 hours;
- group 2: more than 32 hours to 36 hours;

- group 3: more than 28 hours to 32 hours;
- group 4: more than 24 hours to 28 hours;
- group 5: more than 20 hours to 24 hours;
- group 6: more than 16 hours to 20 hours;
- group 7: more than 0 hours to 16 hours;

The group of hours for an employee with more than one position is determined in accordance to the total hours of all the positions he has.

An employee who exercises his right to bump and who refuses the task to which he is assigned in accordance to articles 15.05 and 15.06 may modify his choice by accepting the reduction of hours or affect his lay off.

15.02 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 the positions to be effected in the contracts.

b) 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.

c) In all the cases of an abolition of a position or the reduction of a group of hours, the employer transmits to the union the information mentioned in paragraph 16.03.

d) In the case of a layoff, the modification of hours, 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.

e) 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.

15.03 **Notice**

a) In all cases of a layoff, the employee or employees affected are informed as follows:

- 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 lay off or layoffs. The notice is:

- one (1) week for three (3) months of service;
- two (2) weeks for one (1) year of service;
- four (4) weeks for five (5) years of service;
- 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. However, the indemnity is discontinued when the employee is either recalled or if he refuses one (1) recall as described in article 11.03 4a).

c) Temporary layoff (i.e. educational institutions, etc.)

1) When the employer must temporarily close a contract or a part of one, he gives a written notice of five (5) working days to the regular employees assigned to this contract. The employee then has a choice between one or the other following alternatives:

i) use the lay off 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 permits;

v) take his vacations and complete that with one or the other alternatives mentioned in paragraphs (ii), (iii) et (iv).

2) At the reopening of the contract, the employees that had chosen one of the alternatives provided for in paragraphs (ii), (iii), (iv) or (v) 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.

3) 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 lay off or bumping procedure.

15.04 **Specific provisions applicable when an employee with more than one position is implicated in the bumping procedure**

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

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 paragraphs 15.05 and 15.06, 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.

15.05 a) When the 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 paragraph 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 situated within or outside, if he wishes, the radius (calculated by usual road way) of:

20 km from his residence if the latter is on the Island of Montreal;

30 km from his residence if the latter is off the Island of Montréal.

c) The employee who cannot bump in accordance to paragraph 15.05 b), in the application of the collective agreement, as well as the employee bumped in the preceding paragraph 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 situated within or outside, if he wishes, the radius of:

20 km from his residence if the latter is on the Island of Montréal;

30 km from his residence if the latter is off the Island of Montréal.

d) The employee who cannot bump in accordance to preceding in the application of the collective agreement, as well as the employee bumped in the preceding paragraph may bump the employee with the least amount of seniority within his classification within the bargaining unit whose work place is situated within or outside, if he wishes, the radius (calculated by usual road way) of:

20 km from his residence if the latter is on the Island of Montréal;

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 advises 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) working days failing this, he is presumed to have accepted his lay off.

The employee who exercises his right to bump is then informed of the place, the classification, the shirt and the group of hours in which his seniority allows him to bump.

The employee who decides to exercise his right to bump may then refuse the task in which he is assigned in accordance to the collective agreement and is presumed as accepting to be laid off.

15.06 **Lay off 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 theses classifications are affected.

b) The employee affected by the preceding paragraph 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 situated within or outside, if he wishes, the radius (calculated by usual road way) of:

20 km from his residence if the latter is on the Island of Montréal;

30 km from his residence if the latter is off the Island of Montréal.

c) The employee who cannot bump in accordance to the preceding paragraph in the application of the collective agreement, as well as the employee who is bumped by the preceding paragraph may bump the employee with the least amount of seniority in his classification, in the bargaining unit in which the work place is situated within or outside, if he wishes, the radius (calculated by usual road way) of:

20 km from his place of residence if the latter is on the Island of Montreal;

30 km from his place of residence if the latter is off the Island of Montréal.

d) In all the cases provided for in this article, the employee may accept to be laid off rather than exercise his right to bump.

e) When the employer advises the employee of his lay off, the latter must inform the employer of his decision to exercise his right to bump within the following two (2) working days failing that he is presumed to have accepted his lay off.

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.

The employee who decides to exercise his right to bump may then refuse the task in which he is assigned in accordance to the collective agreement and he is presumed to have accepted to be laid off.

15.07 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.

15.08 a) 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 to the procedure established in this article.

b) Upon the demand of one or the other parties, the representative of the employer, accompanied by the union representative and/or a member of the executive, present themselves on site to oversee the application of this article. The member of the executive is remunerated for the day.

15.09 a) Following the application of articles 15.03, 15.05 and 15.06, 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. If the employer decides to limit the number of rotations to twenty-five percent (25%), there must have been a meeting with the union rep-

resentative to inform him of the reasons justifying the application of the twenty-five percent (25%).

b) The employer may refuse to carry out rotations more than once per eighteen (18) month period in the contracts with three employees or more.

15.10 The laid off employee must report to work within the three (3) working days from the reception of a certified, registered, or any other courier service of the employer, to his last known address, the recall to work letter, failing this the provisions of article 11.03 4 a) apply.

15.11 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 11.03 3).

15.12 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.

15.13 The employer must remit to the laid off employee an employment record at the same time as his last pay.

ARTICLE 16
INFORMATION TO THE UNION

16.01 **New contracts**

a) For the purpose of applying the layoff procedure indicated in article 15, the employer must within the seven (7) days from the start of activities of a contract having several buildings, advise the union in writing of his intention or not to treat each building or certain buildings as distinct contracts;

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

If the employer omits to provide the notice mentioned above, the contract is that defined in paragraph 5.21 a);

The employer who at the moment of signing the present agreement has certain contracts that are susceptible to being the object of a choice in accordance to article 16.01 a) must inform the union within the sixty (60) days of the signature. The notices given by the employers in accordance to the old collective agreement remain valid and the employer does not need to expedite a new notice.

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 to 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 paragraph.

16.02 **Seniority list**

Once (1) a month, the employer remits to the union the list of all employees covered by the accreditation certificate, in order of seniority.

This list is remitted 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.

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).

16.03 Movement of personnel (articles 12, 13, 14 and 15)

Within the five (5) working days of all situations mention in articles 12, 13, 14 and 15, the employer transmits to the union a list of employees affected, with, for each one, the information form regarding the movement

of personnel reproduced in appendix A of the collective agreement and mentions the following information when applicable:

- Last name and first name of the employee;
- Employee number;
- Date of seniority;
- Telephone numbers (residential and cellular);
- Contract which the employee comes from : name, address, contract number;
- information relative to the new assignment;
- Cause of the movement of personnel;
- Contract : the name, the address and the contract number;
- Group of hours;
- Classification;
- Work shift;
- Working hours;
- Starting date;
- Duration of the assignment;
- Signature of Human Resources Services;

Furthermore, in the case of an abolition of a position or the reduction of a group of hours, the employer attaches the list of all the employees on the contract of the same classification and same work shift, in order of seniority.

16.04 **Cancellation of the form to request a transfer (Appendix C)**

With the five (5) work days of the refusal of a position causing the cancellation of his form to request a transfer (appendix C) in accordance to paragraph 12.01 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;

16.05 **Loss of seniority and employment**

Within the five (5) working days of the loss of his seniority and of his employment by an employee in accordance to article 11.03, 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 17
WORKING HOURS

17.01 a) For the purpose of calculating overtime, the normal work week is forty (40) hours.

When a new contract is obtained, the employer affects by classification the necessary number of employees to execute the work by according them the most possible number of hours in accordance to the needed requirements.

b) Weekly day off

Every employee is normally entitled to two (2) complete consecutive days rest per week.

The parties recognize however that some contracts have particular requirements and that the week may have six (6) working days, and in this case, the employer advises the union in writing. 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.

The employee is also advised of this requirement upon his assignment, and not one of the employees is obliged to accept such an assignment. 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 to article 15.05.

c) Presumed as being at work

1) 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. An employee is presumed as being at work during all training and probation periods required by the employer.

2) 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 paragraph does not apply to the meal period.

3) 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.

4) An employee who is thereby presumed to be at work during the periods outlined in paragraphs 1), 2) and 3) and that of article 18.02, is entitled to the salary corresponding to that in which he is paid for the maintenance work he executes.

d) The work shifts are as follows:

- Day shift: 07h00 to 15h00
- Evening shift : 15h00 to 23h00
- Night shift: 23h00 to 07h00.

The majority of the hours done by an employee determine which work shift he is on. If the hours are equally distributed over two work shifts, the work shift of the employee is the work shift in which the employee started.

17.02 Maximising the working hours

a) In taking into account the requirements and the operational needs of each contract for article 5.21 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) Consequently, when a new contract is obtained, the employer shall affect, by classification, the necessary number of employees for the execution of the work by according them the most possible number of hours according the requirements needed.

c) 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:

1. To employees who does the work of this classification, the same work shift who are able to do the work being offered, in order of seniority.

   or

2. Distributes 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.

When the increase in numbers causes a change in the group of hours, the employer shall inform the union with the intentions indicated in paragraph 16.03.

If the total of the available hours cannot be attributed to the employees of the building in accordance to the preceding provisions, the employer creates on or more positions and attributes them in accordance to the collective agreement, notably to the provisions of article 12.

17.03 Overtime and additional hours

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%).

For the purpose of this paragraph, vacations and legal holidays are assimilated to days worked;

b) An employer may stagger the working hours of the employees based on something other than a weekly basis, if the following conditions are met:

1° The staggering of the hours is not done so as to elude the payment of overtime;

2° He obtained the written consent from the employee concerned;

3° The staggering of the hours is to accord an employee a benefit of another kind other than compensating the loss of payment for overtime;

4° the average number of hours of work is equivalent to that foreseen in a normal work week;

5° The working hours are staggered over a period of four weeks maximum;

6° The duration of the hours staggered cannot exceed one year;

7° At least 15 days prior to the implementation of the hours being staggered, he sent a written notice to this effect was sent to the union indicating the method that would be used to stagger the hours.

A period of staggered hours may be modified or renewed by the employer upon it's' expiration, with the same conditions as those stipulated in the second paragraph.

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 the first time in order of seniority.

d) 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 and 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. The present provisions do not apply to the replacement of a position that is temporarily without its' incumbent for four (4) weeks or more (see 13.02).

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.

e) In order to know the availability of employees for the purpose of applying the provisions concerning additional hours, overtime and the distribution of permanent hours (maximisation), the employer posts within each of the buildings where more than twenty (20) workers work, or when needed, a sheet in which those employees available to do overtime, additional hours or willing to accept permanent hours (maximisation) may record their name. The sheet must distinguish clearly the availability for over time, the availability for additional hours

and the availability to accept permanent hours (maximisation). The sheet must be replaced each month.

f) For the purpose of distributing additional hour or overtime, each time an employee refuses the hours being offered, he is considered as having done them.

g) If the additional hours, other than those of marginal work, 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.

h) Marginal work (for example: the cleaning of microwave ovens and refrigerators, dish washing) added by the client or the renter are added to the work route in question 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.

17.04 The start of the work week is determined by the employer.

17.05 When the employer modifies the working hours of one of more employees, he must first proceed by offering a new schedule by order of seniority or failing this in accordance to the provisions of appendix C.

17.06 a) When the employer modifies the schedule (day, shift) of an employee within a week that the schedule had already been set, he must give the employee a written notice of five (5) working days and indicate the reasons that motivate this change. In the case of circumstance beyond the employers' control, this notice is twelve (12) hours only. He indicates the reasons that motivate the change.

b) Except for the case of a change in a work shift or a day caused by a temporary modification or seasonal activities, an employee whose work shift or day is changed may accept the change or use the layoff procedure outline in article 15.05 and 15.06.

17.07 Increase in workload

a) If the union, following a complaint of an employee, believes there is an increase in workload, he advises the employer and a meeting is held between the parties and the employee. This meeting in normally done on the contract for consultation purposes only, within ten (10) working days.

b) In the case of a grievance from an employee disciplined for insufficient service, the union may invoke the increase in workload as a means of defence.

17.08 Reduction in hours

The employer cannot reduce the working hours within a contract to compensate for the salary increases that need to be paid. The burden of proof lies with the employer. Upon the demand of the union, they are informed of the reasons for this reduction and the employer provides them with the pertinent information in his possession.

17.09 The employee must be informed of his work route either in writing or verbally. However, the union receives, upon demand, a written description of the work route in regards to a grievance.

ARTICLE 18
MEALS AND REST PERIODS

18.01 The employee is entitled to a maximum one (1) hour period that is not remunerated to have his meal after a maximum of five (5) consecutive hours of work.

This break however must be remunerated at the hourly rate of salary paid for work that is done if the employee is not authorized to leave his position or when the employer affects an employee to a job with duration of twelve (12) hours or more.

18.02 An employee that is required to wear a communication device such as a pager or a cell phone outside of the work place is not presumed as being at work. However, if the employee must respond to a call by his

employer, notably following the use of a pager, radio and/or telephone during the meal period, he is entitled to take the time worked (work, wait or traveling) during this meal period.

18.03 a) an employee who works seven (7) hours within the same day, is entitled to two (2) break periods of fifteen (15) minutes each. 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. 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. The rest periods are remunerated at the applicable rate.

b) An employee is remunerated for all hours worked including the preparation of material.

18.04 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. For the purpose of determining the period of twelve hours or more, the meal periods and the break periods will be considered as time worked.

18.05 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.

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

ARTICLE 19
RECALL TO WORK

19.01 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.

19.02 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, on condition that he was present at work and available, and that he accepts to execute any work requested by the employer.

ARTICLE 20
CLASSIFICATIONS AND SALARIES

20.01 Salary

The regular hourly rates are the following:

Class A	Class B	Class C
15.35$	14.95$	15.85$

Subject to the promulgation of the amendments to the Decree governing the maintenance personnel of the public buildings in the region of Montreal (and amendments) c. D-2 r. 39 (as amended), the following rates apply:

	Coming into force of Decree	1st anniversary date of the Decree	2e anniversary date of the Decree	3e anniversary date of the Decree	4e anniversary date of the Decree	5e anniversary date of the Decree	Closest to the date of the 6th anniversary of the Decree of October octobre 30, 2017
CLASS A	$ 15.70	$ 16.05	$ 16.41	$ 16.78	$ 17.18	$ 17.61	$ 18.07
CLASS B	$ 15.29	$ 15.63	$ 15.98	$ 16.34	$ 16.73	$ 17.15	$ 17.60
CLASS C	$ 16.21	$ 16.57	$ 16.94	$ 17.32	$ 17.74	$ 18.18	$ 18.65

20.02 The regular 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. 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. If the classification changes, he will then receive the rate stipulated in the new classification.

20.03 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.

20.04 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 21 – PAID LEGAL HOLIDAYS

21.01 The following days are not worked and paid:

1. New Year's Eve or the day after;
2. New Year's Day;
3. Good Friday or Easter Monday;
4. Patriots Day;
5. St-Jean Baptiste;
6. Confederation;
7. Labour Day;
8. Thanksgiving;
9. Christmas Day;
10. Christmas Eve or Boxing Day;

- 2 mobile holidays according to the conditions stipulate in article 21.03.

21.6

21.02 Notwithstanding article 20.6, when a legal holiday stipulated in article 20.01 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 three (3) 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. In the case where the employer does not defer the holiday, it is paid in accordance to article 21.08 and 21.09.

21.03 The mobile holidays outlined in article 21.01 are not worked and paid according to the following conditions:

a) The employee must have one (1) year of seniority on the date the holiday or holidays are taken;

b) The employee who uses his two (2) mobile holidays and who resigns before July 1st of the current year must reimburse the employer one mobile holiday for the amounts that are owed him.

c) The employer and the employee agree to the date of the mobile holiday or holidays beforehand;

d) The employees benefiting for a bank of days that are paid but not worked superior to twelve (12) days per civil year

21.06 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. 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.

21.07 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. Every employee is entitled to have one or the other holiday off. 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. If only a part of the employees are required to work, the possibility to work and the choice of the day are offered in the same manner; 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.

21.08 The payment owed to the employee for the paid legal holiday is equal to the payment of the day in which the employee would have had if he had worked that day.

21.09 Notwithstanding article 21.08, 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.

ARTICLE 22
JURY DUTY

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 23
PAID VACATIONS

23.01 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. 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.

23.02 a) The normal holiday period are between May 15th and September 1st. However, an employee may take his vacations out-

side of the (normal) vacation period, subject to the rules provided for in the collective agreement.

b) The annual holiday must be taken during the 12 months that follow the end of year reference.

Notwithstanding the first paragraph, the employer may, upon request of the employee, allow the annual holiday to be taken, in total or in part, during the year of reference.

As such, if at the end of the twelve months that follow the end of year reference, the employee is absent for reasons of sick leave, accident or is on leave for family or parental reasons, the employer may, upon request of the employee, defer the annual holiday to the following leave. Failing to defer the annual holiday, the employer must therefore pay the indemnity that pertains to the annual leave in which the employee was entitled.

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

23.03 For the purpose of applying the provisions that precede the parties recognize that the employer is never obliged, with exception to the office buildings and the school sector, to grant any holiday regardless during the last two (2) weeks of December and the first week of January. A minimum of 25% of

employees affected to a contract are entitled to take their holidays simultaneously at all times.

23.04 a) Vacations are granted in order of the employees ranking in general seniority 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 their vacations within the established period due to physical incapability's 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 after an agreement with the employer.

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, conserve their choice of vacations.

23.05 a) No later than March 1st of each year,

The employer post within each of the contracts a choice of vacations table that mentions the number of employees who can be on vacations at the same time, indicating the name of the employees in order of seniority and includes the following information for each of the employees:

- seniority;
- the number of weeks vacations to which they are entitled;
- 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; the weeks corresponding to the normal vacation period are indicated clearly;
- a space for the employees' signature;
- a space that the employee can write the date in which he made his choice.

b) The period to choose vacations must be done between the 1st and 15th of March. Failing to make his choice within this delay, the employee is considered as having not chosen vacations dates during the normal period.

c) Between March 15th and April 1st, the employer allows the employees for whom he was unable to grant the vacations they requested, to correct their choice and posts the program of vacations. The program is a reproduction of the posting mention in paragraph a) that proceeds, except the employer indicates the vacations that were granted and the spaces for the signature and the date remain visible on the second posting described in paragraph 23.06. The program remains posted permanently for the whole year.

23.06 a) Between the 1st and 15th of September of each year, the employees who did not choose all their vacations during the posting mentioned in paragraphs 23.05 a) and b) indicate their choice for the remainder of their vacations, on the program posted according to paragraph 23.05 c).

b) The procedure to complete the program of vacations is identical to that described in paragraphs 23.05 b) and c), with the following adaptations:

- the updated program of vacations is posted no later than October 1st;
- notwithstanding the provisions of paragraph 23.04 a), the vacations already granted during the choice in the month of March must be respected;

23.07 The vacations that had not been requested according to paragraph 23.06 may be requested by the employee via a notice sent to the employer four (4) weeks in advance. The vacations granted in accordance to the present paragraph are done by order of the requests all while respecting the vacations already granted. 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 paragraph 23.06.

23.08 When a temporary shutdown of a client is known prior to the period for choosing the applicable vacations (23.05 and 23.06), the employer may schedule the vacations of these employees during that shutdown period. However, if the shutdown period of the client is announce after the period for choosing the applicable vacations, the employees may, upon their choice :

- move the chosen holidays so that the correspond to the shutdown period;
- add a balance, if necessary, to their vacations during that shutdown;
- be laid off during that period.

The employee thereby laid-off returns to his contract after the shutdown period. During his lay off, he may advise the employer to register him on the recall list in order to do replacements and give his availability.

23.09 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.

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. The payment pertaining to the mentioned vacation is equal to six percent (6%) of the gross earnings during the reference period.

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. The payment pertaining to the mentioned vacations is equal to six percent (6%) of the gross earnings during the reference period.

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. The payment pertaining to the mentioned vacation is equal to eight percent (8%) of the gross earnings during the reference period.

23.10 The employer must pay the employee the vacation indemnity in which he is entitled to at least two (2) working days before he leaves on vacation. The employer uses the fiscal provisions applicable in order to standardize the income deductions during the payment of this vacation indemnity in one payment.

23.11 If an employee is absent for reasons of illness, accident, victim of a criminal act, or a maternity or paternity leave during the year in reference and that this absence would have the effect of diminishing his annual holiday 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. The employee sited in paragraph 23.09 a) is entitled to this amount prorated to the number of holidays accumulated.

23.12 If one or more of the paid legal holidays or social holidays are held during the annual vacation 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.

23.13 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,

the employer pays his vacation indemnity at the time of his departure, without taking more than two (2) weeks of holiday.

23.14 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 the articles above.

ARTICLE 24
SPECIAL LEAVES

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

1. 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;
2. 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;
3. 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.

4. Furthermore, a leave without pay may also be granted for the aforementioned bereavements, taking into account the circumstances and the family relation.

24.02 For the aforementioned holidays, the employee receives a remuneration equivalent to that he would normally have received if he had worked, if he provides, upon the request of the employer, reasonable proof of the death.

In all cases, the employee informs his immediate superior or the person in charge of personnel as soon as possible.

24.03 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 25
LEAVE OF ABSENCE WITHOUT PAY

25.01 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.

25.02 Should the contract in which an employee was assigned to no longer exists upon his return to work; he is entitled to use the mechanisms foreseen in article 15.05 provided that his seniority permits. Failing this, the employee is registered on the recall list.

ARTICLE 26
ABSENCES AND LEAVES FOR FAMILY OR PARENTAL REASONS

The provisions 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.

ARTICLE 27
SICK LEAVE

27.01 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.

27.02 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.

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

1) the total hours of sick leave credited to the employee;

2) of the "maximum accumulated" for the employee;

3) of the payable amount for exceeding hours, if necessary.

All regular employees who, 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.

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.

27.03 All payments made in accordance to the present article are done as of the first sick day. 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.

The cost of a medical certificate demanded in accordance to the preceding paragraph is at the employers' expense up to a maximum of fifty ($50.00) dollars per certificate. He reimburses the employee within the week following its remittance.

27.04 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.

27.05 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 28
PAYMENT OF SALARIES

28.01 a) The normal 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.

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.

b) If the employees are paid by bank transfer, 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 cheque or bank transfer.

28.02 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.

28.03 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.

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

ARTICLE 29
PREMIUMS

29.01 Premiums for lead hand

All employees named as lead hand by his employer as stipulated in article 5.08 shall receive a minimum premium of two percent (2%) of the hourly rate for the time he executes this function.

ARTICLE 30
ACQUIRED RIGHTS (PRIVILEGES)

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 31
SPECIFIC UNIFORM

31.01 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.

31.02 If a specific uniform is provided, it is done in such a manner to ensure a reasonable rotation of the uniform is done in accordance to the work assignment.

Furthermore, when the task requires it, the employer provides adapted equipment. He also supplies shoe covers for the work of floor stripping.

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

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

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

ARTICLE 32
OCCUPATIONAL HEALTH AND SAFETY

32.01 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.

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 to the provisions of the law.

An employee on temporary assignment in a position that the employer decided to fill is thereby considered temporarily absent from his position and article 12 will apply.

32.02 Health and safety committee

The health and safety committee deal with the health, safety and hygiene in the work-places and, with that purpose, encourages the active participation from the employer and the employees.

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.

32.03 This committee is composed of two (2) representatives named by the employer and two (2) representatives designated by the union.

The committee may occasionally add an additional employee from another region to address the problems of that region.

These meetings are not part of the days mentioned in article 7.07 of the collective agreement.

The workers representatives are presumed at work when participating in the meetings and the work of this committee.

32.04 The mandate of the committee is to:

1. Identify the situations that may endanger the health and safety of employees;

2. Maintain records of industrial accidents, occupational diseases and of the events that may have caused them;

3. Receive and analyze the employee's complaints regarding health and safety conditions;

4. Recommend any measures considered useful in the prevention of accidents and the safety of employees;

5. The committee, if deemed necessary, may visit the workplace when necessary;

6. In general, exercises the functions that are granted them in article 78 of the Law regarding occupational health and safety.

32.05 This committee meets once (1) every three (3) months or more upon the written request of one of the parties for emergency situations.

32.06 Each party may appoint itself and outside representative for the committee meetings.

32.07 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 7.07 h).

32.08 Prevention committee for the sector

The Association and the Union shall form a health and safety prevention committee at the level of the contracting parties of the Decree c.D-2, r.39 (as amended) for the building maintenance of Montreal.

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.

The committee may notably:

a) Assist in the training and running of the health and safety committees;

b) Conceive and elaborate training and information programs from the health and safety committee;

c) Make recommendations related to the regulations and norms for occupational health and safety.

32.09 Upon the request of the prevention committee of the sector committee, there will be a meeting with the members of the local committees.

32.10 The employees who are member of the health and safety committees are presumed as being at work when they participate in the meetings of these committees.

ARTICLE 33
RETIREMENT PLAN

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

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

33.03 The employers' contribution to the retirement plan is conditional to the provisions of the applicable Decree. The employers' contribution is:

- ten cents ($0.10) an hour paid;
- fifteen cents ($0.15) an hour paid as of the coming into force of the Decree;
- twenty cents ($0.20) an hour paid as of the first anniversary date of the Decree;
- twenty-five cents ($0.25) an hour paid as of the second anniversary date of the Decree;

- thirty cents ($0.30) an hour paid as of the third anniversary date of the Decree;
- thirty-five cents ($0.35) an hour paid as of the fourth anniversary date of the Decree;
- forty cents ($0.40) an hour paid as of the fifth anniversary date of the Decree;
- forty-five cents ($0.45) an hour paid as of either the sixth anniversary date of the Decree or October 30, 2017;

33.04 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.

33.05 The employer transmits to the Parity 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.

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

33.07 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 article 2. 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 to 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 par-

ticipates in the Fonds de solidarite des travailleurs du Quebec (FTQ) through payroll deductions at the source (DAS).

ARTICLE 34
COLLECTIVE INSURANCE

34.01 All the employers subject to one or more accreditation certificates deduct the amounts for the collective insurance in accordance to the applicable coverage of each employee, said amounts having been determined and communicated by the union.

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.

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.

34.02 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. This notice is transmitted at least fifteen (15) days prior to the date of the first pay in which the changes will be applicable.

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. In this case, the delay for applying the new rules regarding admissibility is established as of the date of this meeting.

34.03 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.

34.04 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 remits to the union the amounts deducted with a report indicating for each salary:

- name,
- address,
- social insurance number,
- motives for absence (if need be),
- amount deducted for each coverage for each week.

34.05 As soon as an employee is no longer in his employment, the employer informs the union within five (5) working days, by electronic mail to the address indicated by the latter. The information required is transmitted in an Excel file format if possible, in which the example is supplied by the union.

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

34.07 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.

34.08 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) working days of the request by the union.

34.09 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. 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.

34.10 The union is the buyer and administrator of the plan. The responsibility of the employer is limited to the respect of the obligations outlined in the present article 34 and all prejudice resulting from his failure to do so.

ARTICLE 35
PARITY COMMITTEE FOR LABOUR RELATIONS

35.01 Within the sixty (60) calendar days of the signing of the present agreement, the parties agree to create a parity committee for labour relations.

35.02 The parity committee is composed of:

For the union: one (1) member of the base executive and the union representative;

For the employer: two (2) representatives.

35.03 The labour relations parity committee has the mandate to analyze and discuss any questions of mutual interest regarding the employer, the union and the employees with the sole purpose of settling labour relation conflicts.

35.04 The members of the labour relations committee meet at regular intervals or upon the request of one of the parties. The employee members are presumed as being at work and are paid.

35.05 The subjects that a party wishes to have on the meeting's agenda must be communicated at least forty-eight (48) hours prior to the meeting to the other party in writing, except in exceptional circumstances.

ARTICLE 36
STRIKE AND LOCK-OUT

36.01 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 37
DURATION OF THE COLLECTIVE AGREEMENT

37.01 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, number c. D-2, r.39 (as amended) comes into effect and remains in effect until October 30, 2017.

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

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

37.04 The parties agree to denounce the present collective agreement six (6) months prior to it's' expiration if necessary, and to exchange their collective agreement proposals.

ARTICLE 38
EFFECTS OF THE COLLECTIVE AGREEMENT

38.01 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.

38.02 The parties may at any time, if both are in agreement, reopen the Decree regarding the maintenance of public buildings for the region of Montreal, the following articles: legal holidays, vacations, sick leave and salaries.

38.03 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.

38.04 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 consequence to the signed collective agreement.

In witness whereof, the parties have signed in Montreal on this 14th day of December 2010.

THE QUEBEC BUILDING SERVICE CONTRACTORS ASSOCIATION INC.

Gervais Nadeau
Services d'entretien d'édifices Québec inc.

Jean-François Poulin
Services d'entretien Distinction inc.

Jean-Claude Petit
Industries de .
Maintenance Empire s. e. c

Sophie Sabourin
For-Net inc.

THE SERVICE EMPLOYEES UNION, LOCAL 800

Francine Laporte
President of the base unit

Mario Pino
President of the base unit

Daniel Shesha Kasongo
Delegate, region of Outaouais

Michel Gascon
Vice-president of the base unit

Lucie Thériault
President of the base unit

Marilyne Périard
GSF Canada inc.

Julie Roy
Les Services Ménagers Roy ltée

Alexandre Mailhot
Service d'entretien Signature

Jean-François Poulin
The Quebec Building Service Contractors Association Inc.

Monique Blondeau
President of the base unit

Marc Simon
President of the base unit

Hadji N'Garmorio
President of the base unit
Le Sextant inc.

Claude St-Marseille
Union representative

Anthony Camara
President Building Maintenancer Division

Alain Brisson
Vice-president of administration and Union spokesperson

APPENDIX A

INFORMATION TO THE UNION REGARDING THE MOVEMENT OF PERSONNEL

❑ Regular ❑ Replacement

Date : _____/_____/_____

Name of employee : _____ No : _____

Date of seniority : _____

Residential telephone : (___)_____ Cell phone: (___) _____

Name of original contract (if applicable) : _____

New assignment

Name of contrat : _____

Group : _____ Classification : _____ Shift : ____

Sunday : from _____ to _____

Monday : from _____ to _____

Tuesday : from _____ to _____

Wednesday: from _____ to _____

Thursday: from _____ to _____

Friday : from _____ to _____

Saturday : from _____ to _____

Date comes in function : _____/_____/_____

Duration : _____

Signature for Human Resources : _____

APPENDIX B

RECALL LIST OF THE INDUSTRY

The parties agree to the following:

All unionized building maintenance employees laid-off in accordance to articles 15.04 and 15.05 of the collective agreement by an employer member of the Quebec Building Service Contractors Association Inc., will be listed on a recall list that is held by the Service Employees Union, Local 800 as of the 3rd month following their layoff.

The union agrees to give this list monthly to the employers bound by a certificate of accreditation and who are members of the Association, with a copy addressed to the head office of the Association.

This list will have the following information:

- Name
- Address
- Social insurance number
- Telephone number
- Classification at the time of the layoff
- Work shift at the time of the layoff
- Group of hours at the time of the layoff
- Name of the employer having done the layoff
- Accumulated seniority at the time of the layoff

- The unionized employee remains registered on the list until the eventuality of one or both of the following:
  - He is hired by one or the other employers who are members of the Association.
  - 24 months following his layoff.

Every employer must use his own recall list in accordance to the collective agreement, before calling upon candidates from the recall list for the industry.

Consequently, every employer before filling a permanent position, vacant or newly created must draw from the recall list for the industry at least twenty-five percent (25%) of the candidates required, provided, that at that moment, the list contains at least fifty (50) employees.

The employer will not be bound by the seniority of the candidates listed on the recall list for the industry. The employer will notify the union when hiring a candidate so his name may be stricken from the recall list for the industry.

The employee hired from the recall list of the industry by a new employer will be considered as a new employee and will be subject to the collective agreement, particularly with regards to his probation period.

APPENDIX C

APPLICATION FORM FOR A POSITION
OR AVAILABILITY

1. NAME OF THE EMPLOYEE : _____

Date of hiring : _____ Employee number: _____

Address : _____

Telephone number : _____ Cell phone number : _____

2. NAME OF THE COMPANY: _____

3. STATUS OF THE EMPLOYEE : ❑ Probationary
❑ Regular on the recall list
❑ Regular with a position

If the employee presently occupies a regular position, please complete this section

Classification : ❑ A ❑ B ❑ C Number of hours _____

Work shift : ❑ day ❑ evening ❑ nights

Contract and/or building: _____

APPLICATION FOR A VACANT OR NEWLY CREATED POSITION (article 12)

Classifications : ❑ A ❑ B ❑ C Other : _____
Number of hours : _____

Work shift : ❑ day (7h00-15h00) ❑ evening(15h00-23h00)
❑ night (23h00-7h00)

Regions : ❑ Montréal ❑ North Shore ❑ South Shore
❑ Other : _____

Contract and/or building (optional) : _____

APPENDIX C (cont'd)

AVAILABILITY FOR THE RECALL LIST

REPLACEMENTS AND OCCAISONAL WORK
(articles 5.13, 13.01 et 13.02)

Classifications : ❑ A ❑ B ❑ C Other : _____
Number of hours : _____

Regions : ❑ Montréal ❑ North Shore ❑ South Shore
❑ Other : _____

Availability	Day (7h00-15h00)	Evening (15h00-23h00)	Night (23h00-7h00)
Sunday	❑	❑	❑
Monday	❑	❑	❑
Tuesday	❑	❑	❑
Wednesday	❑	❑	❑
Thursday	❑	❑	❑
Friday	❑	❑	❑
Saturday	❑	❑	❑

Employees' signature _____
Date _____

Transmit a copy to the union within 5 days:

Service Employees Union, Local 800,
920, rue de Port-Royal Est,
Montréal, Québec, H2C 2B3
Fax : (514) 385-9888

APPENDIX D

LIST OF ARBITRATORS

(Article 9.01)

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

1. Diane Fortier
2. Harvey Frumkin
3. Denis Nadeau
4. Jacques Sylvestre
5. Bernard Lefebvre
6. Denis Provençal
7. Pierre Laplante
8. Jacques Doré
9. François Hamelin
10. Claude Lauzon
11. Suzanne Moro
12. Yvan Saintonge

INFORMATION 1 :

Extracts from the Law regarding Labour Standards

LEAVES FOR FAMILY OR PARENTAL REASONS

The provisions that follow are those in effect as of the signing of the collective agreement. They may have been modified after the fact.

SECTION V.1
FAMILY OR PARENTAL LEAVE AND ABSENCES

Family Obligations.

79.7. An employee may be absent from work, without pay, for 10 days per year to fulfil obligations relating to the care, health or education of the employee's child or the child of the employee's spouse, or because of the state of health of the employee's spouse, father, mother, brother, sister or one of the employee's grandparents.

Fractioning.

This leave may be divided into days. A day may also be divided if the employer consents thereto.

Notice to the employer.

The employee must advise the employer of his absence as soon as possible and take the reasonable steps within his power to limit the leave and the duration of the leave.

Illness or accident.

79.8. An employee may be absent from work for a period of not more than 12 weeks over a period of 12 months where he must stay with his child, spouse, the child of his spouse, his father, his mother, the spouse of his father or mother, his brother, his sister or one of his grandparents because of serious illness or a serious accident.

Prolongation.

However, if a minor child of the employee has a serious and potentially mortal illness, attested by a medical certificate, the employees is entitled to an extension of the absence, which shall end at the latest 104 weeks after the beginning thereof.

Prolongation.

79.9. An employee is entitled to an extension of the period of absence under the first paragraph of section 79.8, which shall end not later than 104 weeks after the beginning of that period, if the employee must stay with his minor child who suffered serious bodily injury during or resulting directly from a criminal offence that renders the child unable to carry on regular activities.

Disappearance of a minor.

79.10. An employee may be absent from work for a period of not more than 52 weeks if the employee's minor child has disappeared. If

the child is found before the expiry of the period of absence, that period shall end on the eleventh day that follows the day on which the child is found.

Death by suicide.

79.11. An employee may be absent from work for a period of not more than 52 weeks if the employee's spouse or child commits suicide.

Death resulting from a criminal act.

79.12. An employee may be absent from work for a period of not more than 104 weeks if the death of the employee's spouse or child occurs during or results directly from a criminal offence.

Serious bodily injury.

79.13. Sections 79.9 to 79.12 apply if it may be inferred from the circumstances of the event that the serious bodily injury is probably the result of a criminal offence, the death is probably the result of such an offence or of a suicide, or the person who has disappeared is probably in danger.

Exclusion.

However, an employee may not take advantage of these provisions if it may be inferred from the circumstances that the employee or, in the case of section 79.12, the deceased person, if that person is the spouse or a

child of full age, was probably a party to the criminal offence or probably contributed to the injury by gross fault.

Applicable provisions.

79.14. Sections 79.9 and 79.12 apply if the injury or death occurs in one of the situations described in section 79.1.2 (see section 79.1.2. at the end)

Return to work.

79.15. A period of absence under sections 79.9 to 79.12 shall not begin before the date on which the criminal offence that caused the serious bodily injury was committed or before the date of the death or disappearance and shall not end later than 52 or 104 weeks after that date. However, during the period of absence, the employee may return to work intermittently or on a part-time basis if the employer consents to it.

New event.

If, during the same 52 or 104-week period, a new event occurs, affecting the same child and giving entitlement to a new period of absence, it is the longer period that applies, from the date of the first event.

Applicable provisions.

79.16. Section 79.2, the first paragraph of section 79.3 and sections 79.4, 79.5 and 79.6 apply to periods of absence under sections 79.8 to 79.12, with the necessary modifications. (see section 79.2 to 79.6 at the end)

Birth or adoption.

81.1. An employee may be absent from work for five days at the birth of his child, the adoption of a child or where there is a termination of pregnancy in or after the twentieth week of pregnancy. The first two days of absence shall be remunerated if the employee is credited with 60 days of uninterrupted service.

Divided leave.

This leave may be divided into days at the request of the employee. It may not be taken more than 15 days after the child arrives at the residence of its father or mother or after the termination of pregnancy

Notice to the employer.

The employee must advise his employer of his absence as soon as possible.

Paternity leave.

81.2. An employee is entitled to a paternity leave of not more than five consecutive weeks, without pay, on the birth of his child.

Period.

The paternity leave shall not begin before the week of the birth of the child and shall not end later than 52 weeks after the week of the birth.

Written notice.

81.2.1. A paternity leave may be taken after giving written notice of not less than three weeks to the employer, stating the expected date of the leave and that of the return to work.

Exception.

However, the notice may be shorter if the birth of the child occurs before the expected date.

Pregnancy.

81.3. An employee may be absent from work without pay for a medical examination related to her pregnancy or for an examination related to her pregnancy carried out by a midwife.

Notice to the employer.

She shall advise her employer as soon as possible of the time at which she will be absent.

Maternity leave.

81.4. A pregnant employee is entitled to a maternity leave without pay of not more than 18 consecutive weeks unless, at her request, the employer consents to a longer maternity leave.

Division of the leave.

The employee may spread the maternity leave as she wishes before or after the expected date of delivery. However, where the maternity leave begins on the week of delivery, that week shall not be taken into account in calculating the maximum period of 18 consecutive weeks.

Delayed delivery.

81.4.1. If the delivery takes place after the expected date, the employee is entitled to at least two weeks of maternity leave after the delivery.

Start of the leave.

81.5. The maternity leave shall not begin before the sixteenth week preceding the expected date of delivery and shall not end later than 18 weeks after the week of delivery.

Special maternity leave.

81.5.1. Where there is a risk of termination of pregnancy or a risk to the health of the mother or the unborn child, caused by the pregnancy and requiring a work stoppage, the employee is entitled to a special maternity leave, without pay, for the duration indicated in the medical certificate attesting the existing risk and indicating the expected date of delivery.

Presumption.

The leave is, where applicable, deemed to be the maternity leave provided for in section 81.4 from the beginning of the fourth week preceding the expected date of delivery.

Termination of the pregnancy.

81.5.2. Where there is termination of pregnancy before the beginning of the twentieth week preceding the expected date of delivery, the employee is entitled to a special maternity leave, without pay, for a period of no longer than three weeks, unless a medical certificate attests that the employee needs an extended leave.

Maximum duration.

If the termination of pregnancy occurs in or after the twentieth week, the employee is entitled to a maternity leave without pay of a maximum duration of 18 consecutive weeks beginning from the week of the event.

Notice to the employer.

81.5.3. In the case of a termination of pregnancy or a premature birth, the employee must, as soon as possible, give written notice to the employer informing the employer of the event and the expected date of her return to work, accompanied with a medical certificate attesting to the event.

Notice to the employer.

81.6. The maternity leave may be taken after giving written notice of not less than three weeks to the employer, stating the date on which the leave will begin and the date on which the employee will return to work. The notice must be accompanied with a medical certificate attesting to the pregnancy and the expected date of delivery. Where applicable, the medical certificate may be replaced by a written report signed by a midwife.

Reduction of the delay for notice.

The notice may be of less than three weeks if the medical certificate attests that the employee needs to stop working within a shorter time.

81.7. (Abbreviated).

Medical certificate.

81.8. From the sixth week preceding the expected date of delivery, the employer may, in writing, require a pregnant employee who is still at work to produce a medical certificate attesting that she is fit to work.

Refusal.

If the employee refuses or neglects to produce the certificate within eight days, the employer may oblige her to take her maternity leave immediately by sending her a written notice to that effect giving reasons.

Medical certificate.

81.9. Notwithstanding the notice provided for in section 81.6, the employee may return to work before the expiry of her maternity leave. However, the employer may require a medical certificate from an employee who returns to work within the two weeks following delivery, attesting to the fact that she is fit to work.

Parental leave.

81.10. The father and the mother of a newborn child, and a person who adopts a child, are entitled to parental leave without pay of not more than 52 consecutive weeks.

Start of the leave.

81.11. Parental leave may not begin before the week the child is born or, in the case of adoption, the week the child is entrusted to

the employee within the framework of an adoption procedure or the week the employee leaves his work to go to a place outside Québec in order that the child is entrusted to him. It shall end not later than 70 weeks after the birth or, in the case of adoption, 70 weeks after the child was entrusted to the employee.

End of the leave.

However, in the cases and subject to the conditions prescribed by regulation of the Government, parental leave may end at the latest 104 weeks after the birth or, in the case of adoption, 104 weeks after the child was entrusted to the employee.

Notice to the employer.

81.12. Parental leave may be taken after giving notice of not less than three weeks to the employer, stating the date on which the leave will begin and the date on which the employee will return to work. However, the notice may be shorter if the employee must stay with the newborn child or newly adopted child, or with the mother, because of the state of health of the child or of the mother.

Notice to reduce the leave.

81.13. An employee may return to work before the date stated in the notice given pursuant to section 81.2.1, 81.6 or 81.12, provided he

has given the employer written notice of not less than three weeks of the new date on which he will return to work.

Return to work.

If the employer consents thereto, the employee may return to work on a part-time basis or intermittently during the parental leave.

Presumption of resignation.

81.14. An employee who does not report to work on the date stated in the notice given to the employer is presumed to have resigned.

Fractioning of the leave.

81.14.1. At the request of the employee, a maternity, paternity or parental leave may be divided into weeks if the child is hospitalized or if the employee may be absent under section 79.1 or any of sections 79.8 to 79.12, and in the cases, on the conditions, for the duration and within the time prescribed in the by-law. (see section 79.1 at the end)

Suspension of the leave.

81.14.2. If the child is hospitalized during the maternity, paternity or parental leave, the leave may be suspended, following an agreement with the employer, to allow the employee to return to work during the hospitalization.

Prolongation of the leave.

In addition, an employee who, before the expiry date of the leave, sends the employer a notice accompanied by a medical certificate attesting that the state of health of the child or, in the case of a maternity leave, that the state of health of the employee requires it, is entitled to an extension of the leave for the duration indicated in the medical certificate.

Collective insurances and retirement plan.

81.15. An employee's participation in the group insurance and pension plans recognized in the employee's place of employment shall not be affected by the absence from work, subject to regular payment of the contributions payable under those plans, the usual part of which is paid by the employer.

Other benefits.

The Government shall determine, by regulation, the other advantages available to an employee during maternity, paternity or parental leave.

Reintegration of the employee.

81.15.1. At the end of a maternity, paternity or parental leave, the employer shall reinstate the employee in the employee's former position with the same benefits, including the wages to which the employee would have been entitled had the employee remained at work.

Position abolished.

If the position held by the employee no longer exists when the employee returns to work, the employer shall recognize all the rights and privileges to which the employee would have been entitled if the employee had been at work at the time the position ceased to exist.

81.16. (Abbreviated).

Applicable provisions.

81.17. Sections 79.5 and 79.6 apply to a maternity, paternity or parental leave, with the necessary modifications. (see article 79.5 and 79.6 at the end)

INFORMATION 2 :

Extracts from the Law regarding Labour Standards

VARIOUS PROVISIONS

The provisions that follow are those in effect as of the signing of the collective agreement. They may have been modified after the fact.

References

79.1. An employee may be absent from work for a period of not more than 26 weeks over a period of 12 months, owing to sickness, an organ or tissue donation for transplant or an accident.

Criminal act.

However, an employee may be absent from work for a period of not more than 104 weeks if the employee suffers serious bodily injury during or resulting directly from a criminal offence that renders the employee unable to hold his regular position. In that case, the period of absence shall not begin before the date on which the criminal offence was committed, or before the expiry of the period provided for in the first paragraph, where applicable, and shall not end later than 104 weeks after the commission of the criminal offence.

Industrial accident.

However, this section does not apply in the case of an employment injury within the meaning of the Act respecting industrial accidents and occupational diseases (chapter A-3.001).

79.1.2. The second paragraph of section 79.1 applies if the employee suffered the injury:

(1) while lawfully arresting or attempting to arrest an offender or suspected offender or assisting a peace officer making an arrest; or

(2) while lawfully preventing or attempting to prevent the commission of an offence or suspected offence, or assisting a peace officer who is preventing or attempting to prevent the commission of an offence or suspected offence.

79.2. An employee must be credited with three months of uninterrupted service to take advantage of section 79.1, and the absence shall be without pay. In addition, the employee must advise the employer as soon as possible of a period of absence from work, giving the reasons for it. If it is warranted by the duration of the absence of its repetitive nature, for instance, the employer may request that the employee furnish a document attesting to those reasons.

Return to work.

During a period of absence under the second paragraph of section 79.1, the employee may return to work intermittently or on a part-time basis if the employer consents to it.

Collective insurances and retirement plan.

79.3. An employee's participation in the group insurance and pension plans recognized in the employee's place of employment shall not be affected by the absence from work, subject to regular payment of the contributions payable under those plans, the usual part of which is paid by the employer.

Benefits.

The Government shall determine, by regulation, the other advantages available to an employee during a period of absence.

Reintegration of the employee

79.4. At the end of the period of absence, the employer shall reinstate the employee in the employee's former position with the same benefits, including the wages to which the employee would have been entitled had the employee remained at work. If the position held by the employee no longer exists when the employee returns to work, the employer shall recognize all the rights and privileges to which the employee would have been entitled if the employee had been at work at the time the position ceased to exist.

Dismissal, suspension or transfer.

Nothing in the first paragraph shall prevent an employer from dismissing, suspending or transferring an employee if, in the circumstances, the consequences of the sickness, accident or criminal offence or the repetitive nature of the absences constitute good and sufficient cause.

Dismissal or layoff.

79.5. If the employer makes dismissals or layoffs that would have included the employee had the employee remained at work, the employee retains the same rights with respect to a return to work as the employees who were dismissed or laid off.

Benefit.

79.6. This division shall not grant to an employee any benefit to which the employee would not have been entitled if the employee had remained at work.

LETTER OF AGREEMENT No 1

Agreed to

Between the Service Employees Union, Local 800

And The Quebec Building Service Contractors Association Inc.

SUBJECT : COLLECTIVE INSURANCE

REMITTANCE OF THE UNION DUES AND INSURANCE DEDUCTIONS

Upon the demand of the union, the employer collaborates in the creation of a new electronic method to transmit the information.

LETTER OF AGREEMENT No 2

Agreed to

Between The Service Employees Union, Local 800

And The Quebec Building Service Contractors Association Inc.

SUBJECT: SUB-CONTRACTING

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

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 mechanisms necessary to oversee and for the inspection of the third specified in article 2.10 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 .

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.

LETTRE OF AGREEMENT No 3

Agreed

Between The Service Employees Union, Local 800

And The Quebec Building Service Contractors Association Inc.

SUBJECT : LEAD HAND

APPLICATION OF THE PROVISIONS WITHIN PARAGRAPH 5.08 C)

In the application of the provisions within paragraph 5.08 c) in the buildings where the number of lead hands on the date of the collective agreement being signed exceeds that stipulated in the present paragraph, the employer has a three (3) month delay to reduce this number to that number that was agreed upon.

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