COLLECTIVE AGREEMENT

September 7, 2014 to September 6, 2017

BETWEEN:

IRON MOUNTAIN®

IRON MOUNTAIN CANADA CORPORATION
8825 North Brook Court
Burnaby, B.C.

(hereinafter referred to as the Company)

- AND -

UNIFOR
Local433

#102 - 8988 Fraserton Court
Burnaby, B.C.

(hereinafter referred to as the Union)

BS:dn/cope343

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ARTICLE 1 - PURPOSE

1.01

The general purpose of this Agreement is to establish a co-operative relationship with regard to mutually acceptable working conditions, including prompt resolution of grievances and the promotion of efficient operations, and high quality customer service.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01

The Union recognizes the right of the Company to exercise its' functions of Management including, among others, the right to manage its' business; to maintain order, discipline and the efficiency of its' operations; to direct the employees; to require employees to observe Company rules as may be amended from time to time; to hire, classify, transfer, lay-off and retire employees.

2.02

The Company agrees that it will not exercise its' functions of Management in a manner that is contrary to the provisions of this Agreement.

ARTICLE 3 - RECOGNITION

3.01

The Company recognizes the Union as the exclusive bargaining agent for all employees of the Company employed at its' British Columbia locations, as described in the Certification of Bargaining Authority issued by the Labour Relations Board of British Columbia as now exists, or as may be amended from time to time.

3.02

The Union Business Agent and / or a representative of the National Union will be entitled to participate in any meetings between the Company and the Union.

3.03

The Union Business Agent and / or a representative of the National Union will be allowed access to the Company's property in order to visit with, and conduct business with and on behalf of the Union members.

3.04

The Union will be given time to provide an orientation to all new employees.

ARTICLE 4 - UNION SECURITY

4.01

The Company agrees that it is a condition of employment for all employees to be members in good standing of the Union.

4.02

Any new employee as a condition of employment will become a member of the Union within thirty (30) days of commencing employment.

ARTICLE 5 - SUCCESSORSHIP

5.01

In the event of a change in employer status, members of Local 433 will retain all of their rights under this Collective Agreement.

ARTICLE 6 - CHECK OFF

6.01

The Company agrees to deduct on the first pay of each month, dues, initiation fees, and assessments for the previous month and will remit such deductions by the fifteenth (15th) of the month following to the Local Union office.

This deduction shall be made pursuant to an assignment executed by individual employees on the Union Membership Application Card.

6.02

The Union hereby agrees that the Company will be saved harmless with respect to all deductions made and paid to the said Union in respect of provisions herein.

ARTICLE 7 - NO INTERRUPTION OF WORK

7.01

There shall be no strikes, lockouts, or slowdowns so long as this Agreement continues to operate.

ARTICLE 8 - PLANT COMMITTEES AND SHOP STEWARDS

8.01

The Union will select from the employees a Union Plant Committee consisting of three (3) members and Shop Steward(s) as required, in accordance with the Union By-laws. Should the number of employees covered by this Agreement increase to the point that further Plant Committee members are required, then upon written request the Company and Union will meet on this matter and make a determination.

8.02

Probationary employees will not serve as either Plant Committee members or Shop Stewards.

8.03

Members of the Union Plant Committee and Shop Stewards will be granted reasonable paid time during working hours to attend to necessary on-site Union business including investigations, grievances, and meetings with the Company. Permission must first be obtained from the Operations Manager, or delegate, and will be subject to the operational requirements of the business.

8.04

The Union Plant Committee and / or Shop Steward(s), as the case may be, will be given reasonable time off, without pay, to conduct offsite Union business. The Union will, whenever possible, give the Company seven (7) days notice of offsite Union business that will require time off the job.

8.05

Plant Committee members and / or Shop Stewards who attend onsite meetings on their day(s) off will be compensated for time spent at such meetings at their regular rate of pay when the meeting has been agreed to by both Parties.

ARTICLE 9 - HOURS OF WORK

9.01

Notwithstanding Article 11:03 both parties to this agreement are committed to maintain the principle of a basic workweek of forty (40) hours, but agree that additional time may be worked to permit operation or protection of the plant when paid for as shown in the Overtime Section of the Collective Agreement.

9.02

Notwithstanding Article 11:03 the normal work schedule will be eight (8) hours per day; five (5) days per week, with Saturday and Sunday as days off.

9.03

Start times will be as follows:

a) Day Shift

Day shift start times will be between 6:00 A.M. and 11:00 A.M.

b) Afternoon Shift

Afternoon shift start times will be between 12 noon and 4:00 P.M.

c) Night Shift

Night shift start times will be between 10:00 P.M. and 12 midnight.

9.04

a) If a need should arise to change an employee's start time within their shift, employees will be given a minimum of forty-eight (48) hours written notice of a change from one start time to another. It is agreed that such change will go to volunteers first and if no volunteer is found, it shall then go to the junior qualified employee(s).

b) If the need should arise to change an employee from one shift to another, the employee shall be given a minimum of five (5) days written notice of a change from one shift to another. If there are no volunteers for a change from one shift to another, subject to the efficiency of operations, the junior employee(s) shall be reassigned.

c) Should the Company not have sufficient time by reason of business circumstances to provide either the forty-eight (48) hour or five day notice, employees whose start time is changed within their shift will receive two (2) hours extra pay and employees whose shift is changed from one shift to another will be paid at time and a half for the first shift worked. These penalties will not be applied to employees going back to their original start time or their original shift as long as their return is within fourteen (14) days of when the change took place.

d) It is agreed that article 9.04 above will not apply to working conditions at the shred plant.

Shred plant Employees may be assigned work as assistance to Transportation and in any of the Record Centers on a temporary basis. If the assignment occurs after the Employee(s) have reported to the shred plant, the Employees will be reimbursed for mileage by the Company, both ways if required, and in the event the Employee does not have a vehicle, transportation will be provided by the Company. Traveling time is considered paid time. With respect to the types of work in the Record Centers that may be assigned to shred plant Employees, it is agreed by the Parties that this matter may be reviewed prior to the conclusion of the current Collective agreement if the conditions warrant.

9.05

Employees will receive a thirty (30) minute unpaid lunch break and two (2) fifteen (15) minute paid rest breaks.

9.06

(a) The Company may, if workload and / or customer demands require it, implement the same schedule listed in this Section with the exception that the schedule would run over seven (7) days. Employees will however still receive two consecutive days off.

(b) In implementing this schedule, the Company will provide a minimum of fourteen (14) days written notice to the Union. The Company would then seek volunteers by seniority, within the affected job category. If no volunteers are forthcoming, the Company would choose by reverse seniority, within the affected job category.

9.07

The Company agrees to provide to the Union Plant Committee, at the beginning of each month, a shift list detailing what shifts and start times employees are working.

9.08

Any changes or modifications to the HOURS OF WORK Section in the Collective Agreement will be subject to the mutual agreement of both parties which mutual agreement shall not be unreasonably withheld.

ARTICLE 10 - SHIFT DIFFERENTIAL

10.01

a) A per hour differential of $.50 will be paid to any employee whose start time falls within the afternoon shift start times as defined in the Hours Of Work Section of the Collective Agreement. This differential will be paid whether the employee is working at straight time or overtime.

b) A per hour differential of $1.00 will be paid to any employee whose start time falls within the night shift start times as defined in the Hours Of Work Section of the Collective Agreement. This differential will be paid whether the employee is working at straight time or overtime.

Rates will be maintained as above or escalated if the Company program has a rate increase during the term of this agreement.

10.02

Differential will be paid in addition to an employee's regular rate of compensation, but it is not to be added to the wage rates for the purpose of calculating overtime

ARTICLE 11 - OVERTIME

11.01

Overtime is defined as:

a) Any hours worked before the starting time or after the quitting time of the regularly scheduled shift.

b) Any hours worked in excess of eight (8) hours in a regularly scheduled shift.

c) Any hours worked on an employees' regularly scheduled day off, or on a Statutory holiday.

11.02

Overtime will be paid for at the following rates:

a) Time and one-half for the first three (3) hours worked in excess of eight (8) hours in a day and double time thereafter.

b) Time and one-half for the first eight (8) hours worked in excess of forty (40) in a week and double time for all hours worked in excess of forty-eight (48) in a week. For the purpose of calculating weekly overtime, only the first eight (8) hours worked by an employee in each day are counted.

c) Time and one-half for all hours worked on holidays as defined in the Holiday Section of the Collective Agreement.

11.03

a) Employees working on a job where there is end of shift overtime shall complete their assignments notwithstanding that overtime may be payable.

b) For planned overtime, employees will be canvassed by seniority within the classification where the overtime is to occur. If no one volunteers, the Company may direct the junior qualified person to perform the work.

c) To facilitate the availability and fair distribution of overtime, employees wishing to work overtime shall so indicate by signing a Request for Overtime form to be supplied by the Company every two weeks.

ARTICLE 12 - ALLOWANCE FOR FAILURE TO PROVIDE WORK

12.01

In any case where an employee reports for their regular scheduled shift and no work is provided, they will nevertheless receive two (2) hours pay for so reporting.

12.02

In any case where an employee has commenced their regular scheduled shift, they will receive a minimum of four (4) hours pay.

ARTICLE 13 - MINIMUM CALL FOR EMPLOYEES

13.01

An employee who is called back to work after their shift is completed, or who is called in to work on a regular day off, will receive the greater of either four (4) hours pay at their regular rate or the applicable overtime pay.

ARTICLE 14 – PAGERS

14.01

Bargaining unit employees and the Union agree to participate in the Company on call program which is a requirement of the Company's business.

a) Employees who carry pagers shall be paid fifteen ($15.00) dollars per day Monday – Friday, or twenty-five ($25) dollars per day Saturday, Sunday & Statutory holidays while carrying the pager.

b) Rates will be maintained as above or escalated if the Company Program has a rate increase during the term of this agreement.

c) Employees who report for work as a result of being paged will be paid a minimum of four (4) hours of pay or the applicable overtime pay, whichever is the greater, for each time they report for work.

d) The established rate for on call will be the Courier rate. Employees on call will receive their regular rate of pay or the courier rate, whichever is greater.

e) It is agreed that the on call pool must consist of a minimum of ten (10) people, to include volunteers and junior employees as outlined below.

f) The Company shall post a volunteer pager duty list every two (2) weeks. Employees who volunteer must maintain their availability for that period.

g) To ensure that the Company has sufficient employees for the program, it will train and maintain a pool from the six (6) most junior employees to be qualified for the on call program.

h) In the event that the Company has insufficient volunteers, it will then seek volunteers by seniority within the pool, in the event there are still insufficient volunteers, it will force assign from the pool the most junior employees in reverse seniority order, to carry a pager for a two (2) week period. Further, in the event employees are forced from the pool, the Company will rotate from junior to senior employees to ensure the same employees are not continually forced to carry the a pager for more than a two (2) week period.

ARTICLE 15 – SENIORITY

15.01 Principle

Upon successful completion of their probationary period, bargaining unit seniority will be based on an employee's hire date.

15.02 Probationary Employees

Employees will be considered probationary until they have completed four hundred and eighty (480) hours with the Company. This period may be extended by the Employer for an additional one hundred and sixty (160) hours.

Prior to an employee's probationary period being extended, the Union Plant Committee will be informed of the reasons for the extension and the employee will meet with a representative from the Company and the Union to explain the reasons for the extension.

During the probationary period, the Company will determine the employee's suitability for regular employment. The Company may dismiss a probationary employee if they find the employee not suitable for regular employment.

15.03 Job Postings

a) When a job becomes vacant or a new position is established, it will be posted for a period of five (5) working days and a notification of the posting will be forwarded to the Union Plant Committee. Employees who desire the posted position must submit an

application electronically to the Company within the posting period. Employees who require support with the electronic application process may reach out to their Supervisor for assistance (i.e. computer access, assistance with online application process, etc).

b) i) In awarding the posted position, the Company will give first consideration to the senior employee, within the same classification as the vacancy or new position exists, who shows sufficient ability to perform the job.

ii) For successful applicants from within the classification, the Company will provide the employee with an orientation of the job.

iii) If no one applies within the same classification, or no applicant within the same classification is successful, the Company will next consider those from outside the classification who have applied. The senior employee with sufficient ability will be awarded the job posting.

iv) For successful applicants outside the classification, the first one hundred and sixty (160) hours after reporting to the job will be considered a trial period. During this trial period the Company will provide adequate instruction, and may transfer the employee back to their former job if the employee fails to demonstrate sufficient ability to perform the new job. The employee may also elect to return to their former job, during the trial period, of their own choice. Upon returning to their former job, the employee will be unable to post on the same position for six (6) months from the date of their return.

v) In awarding a posting into the Co-coordinator position only, the Company will have complete discretion as to who is selected.

The first one hundred and sixty (160) hours after reporting to the Co-coordinator position will be considered a trial period. During this trial period the Company will provide adequate instruction, and may transfer the employee back to their former job if the employee fails to demonstrate the ability to perform the new job. The employee may also elect to return to their former job, during the trial period, of their own choice. Upon returning to their former job, the employee will be unable to post on the same position for six (6) months from the date of their return.

c) In the event more than one applicant posts for an opening and the employee selected returns to their former position, the posting will remain valid for one (1) further selection.

d) Employees who are absent on vacation or are otherwise unavailable, will be considered for job postings if they have left notice, in writing, with the Company that they would be interested in an opening should it become available. The Company will not however, consider any such employee whose absence from work is scheduled to extend more than thirty (30) calendar days beyond the closing date of a given posting. A copy of such notice will be forwarded to the Union Plant Committee upon request.

e) Probationary employees are not eligible to apply for posted positions.

15.04 Sufficient Ability

Sufficient ability will be defined as follows:

a) For posting into a vacancy or new job from outside the classification, sufficient ability is defined as having the ability to perform the base functions of the job and upon completion of the trial period, sufficient ability is defined as being able to pass the appropriate checkout for the job;

b) For posting into a vacancy or new job from within the classification, sufficient ability is defined as being able to pass the appropriate checkout for the job;

c) For the purposes of recall and bumping, sufficient ability is defined as being able to pass the appropriate checkout for the job.

The Company will develop the checkouts for the different jobs and will consider input from the Union. Checkouts will be hands on and / or written.

15.05 Layoff, Recall, and Bumping

a) If a reduction in the workforce is necessary, the following procedure will be adopted:

If the employment of any employee, who has completed the probationary period, is to be laid off for loss of business, the Company will provide at least twenty-one (21) days written notice to the Plant Committee and the affected employee.

The employee with the least amount of seniority in a classification subject to a reduction will be the first out of that classification, but may then use their seniority to displace the most junior employee provided they have sufficient ability to perform the job. If they do not have sufficient ability to bump the most junior employee in the

plant, then they would bump the next most junior employee in the plant, and so on up the list until a job is found that the employee has sufficient ability to bump into.

When requested, bumping employees will be provided with up to two (2) days familiarization in the new job.

An employee who is displaced from a job as a result of a bumping procedure may likewise bump other employee(s) having less seniority using the same procedure listed above.

b) An employee coming out of their classification may choose not to bump and may instead either go on recall or take severance. If the employee chooses not to bump, then they must indicate their choice to either go on recall or take severance to the Company, in writing, within five (5) calendar days of receiving layoff notice.

If the employee chooses to take severance they would get the severance entitlement as outlined in the "Job Security" provisions of the Collective Agreement, and would then no longer be an employee of the Company.

c) An employee who is displaced from a job as a result of bumping will be provided the same options outlined in (b) above. If this employee chooses not to bump, then they must indicate their choice to either go on recall or take severance to the Company, in writing, within five (5) calendar days of receiving layoff notice.

d) An employee coming out of their classification who does not have the seniority to bump will go on recall but may, at their option, choose to take severance. If the employee should choose to take severance they must indicate this choice, in writing to the Company, within five (5) days of receiving notice of layoff.

If the employee chooses to take severance they would get the severance entitlement as outlined in the "Job Security" provisions of the Collective Agreement, and would then no longer be an employee of the Company.

e) An employee who elects to maintain their recall rights who subsequently has these rights run out will then be entitled to the appropriate severance payment.

f) Recall will be based on seniority provided the senior laid off employee has sufficient ability to perform the job.

g) As employees are recalled, other employees will be slotted back into their original positions, with the ultimate goal to see all employees

back in their original positions once all employees have been recalled.

h) Should an employee hold a bumped position for one (1) year or longer, then this will then be deemed to be their new position.

15.06 Laid Off Employees

Laid off employees will retain benefit coverage until the end of the month in which they are laid off.

Employees may make arrangements to retain benefits beyond this period of time if they pay all required premiums. Benefit plans will be reinstated upon the employee's return to full time work.

15.07 Hourly Employees Transferred To Staff

a) Any employee transferred to a supervisory or salaried position which removes them from the bargaining unit may retain their seniority for a period of three (3) months. If the employee elects to maintain seniority in this fashion, the employee will maintain Union membership during this three (3) month time period, on the condition that Union dues are kept current. If Union dues are not kept current, the employee will lose Union membership and all seniority.

b) If the employee requests the Company to continue to remit Union dues on the employee's behalf during this time period then the Company will remit such Union dues based on the wage rate of the last job held by the employee in the bargaining unit.

c) The employee alone bears the responsibility of ensuring the employee's seniority standing.

15.08 Loss of Seniority

An employee shall lose seniority and shall be deemed to no longer be an employee if:

a) they resign their position as an employee;

b) they are terminated for cause;

c) they overstay an authorized leave of absence without a bona fide reason for not returning as required;

d) they fail to return to work for five (5) working days after being recalled from layoff by receipt of a letter by courier or registered

mail, except where the employee has a bona fide reason. It is the responsibility of the employee to advise and keep the Company updated of their latest address;

e) they have less than one years service and are on layoff for six months;

f) they have one or more years of service and are on layoff for one year.

ARTICLE 16 - JOB SECURITY

16.01 Notice

If the employment of employee(s), who have completed their probation period, is to be terminated for technological change or permanent full or partial plant closure, the Company will provide at least sixty (60) days written notice to the Plant Committee and any employees affected.

16.02 Severance

a) Any employee (excluding probationary employees) who has their employment terminated for technological change or permanent full or partial plant closure will be entitled to one weeks pay per year of service to a maximum of sixteen (16) weeks pay. Such pay shall, where applicable, be inclusive of any statutory severance pay required under applicable legislation.

b) For the weeks per year calculation, severance is computed based on forty (40) hours straight time pay at the employee's regular rate of pay.

c) Partial years of service will be pro-rated in determining severance allowance.

ARTICLE 17 - VACATIONS

17.01 Vacation Entitlement

Vacation pay and vacation time are earned benefits. Vacation pay is based on hours and vacation time is based on service.

The actual vacation pay entitlement is earned based on the employee's regular hours worked and the actual vacation time entitlement is based on the employee's completed years of service and any increase will occur on his or her continuous service date.

Overtime hours will earn additional pay at the corresponding percentage rate, paid at the time it is worked.

Length of Service		Vacation Time Earned	Vacation Pay %	Vacation Pay Hours
0 - 4 years	0-48 months	2 weeks of vacation time earned after each 12 months.	4%	80 Hours
4+ years	49-108 months	3 weeks of vacation time earned after each 12 months	6%	120 Hours
9+ years	109-252 months	4 weeks of vacation time earned after each 12 months	8%	160 Hours
21+ years	253 + months	5 weeks of vacation time earned after each 12 months	10%	200 Hours

17.02

Payment on Termination: On termination of employment, an employee will be paid any unpaid vacation pay.

17.03 General Rules

a) As stated above, an Employee shall receive their current hourly rate when vacation is taken, and the appropriate percentage of vacation pay for overtime hours worked will be paid following the pay period in which it was worked.

b) Employees will be expected to take / use their vacation time in the anniversary year following the anniversary year in which it was earned. Where an employee has more than five (5) years of service then he/she may accumulate and carry forward any vacation in excess of two (2) weeks up to a maximum accrual of twice their annual earning.

c) The allocation of vacation time is to be decided by the Company; however, the Company will endeavor to schedule vacations to suit the employee's request.

A vacation list will be made available so that employees may list their preference. Employees will be given first opportunity at vacation selection by seniority, until February 1 of each year. Following February 1, vacation will be granted on a first come first serve basis.

The Employer will review and post the approved vacation schedule by the last day of February.

Scheduled vacation time off for any employee will be limited to two (2) weeks during July and August, unless there are vacant times open after everyone has been canvassed.

d) Employees who are hospitalized, sick or incapacitated because of an injury for more than one (1) day while on vacation will be allowed further vacation time equal to the time they were in hospital or incapacitated. The Company may require acceptable proof to substantiate such a claim.

e) A vacation starts with the first scheduled day of vacation and ends with the first scheduled work day on the employee's return. No employee will be permitted to work during their vacation.

f) Time lost as the result of Workers' Compensation Claims, Weekly Indemnity Claims, Long Term Disability Claims, and / or approved Leave of Absence will count as time worked for vacation time and pay entitlement.

ARTICLE 18 - HOLIDAYS

18.01

a) The following will be the recognized paid holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
B.C. Day	

b) In addition, employees will be granted one (1) Personal Floating Holiday with pay during each calendar year. The holiday is to be arranged, upon ten (10) days notice from the employee, at a time suitable to the employee and the employer. It is agreed that employees may take this day off on their birthday.

c) Any Statutory Holiday declared by the Federal or Provincial Governments will also be observed as a paid holiday.

18.02

a) For employees working the regular, five day per week schedule, the following will apply:

i) In the event that any holiday falls on a Saturday or a Sunday, the preceding Friday and / or the following Monday will be observed. After review with the Union Plant Committee, these

days will be set out by the Company at the beginning of each year.

b) For employees working the seven (7) day per week schedule, the following will apply:

i) In the event that any holiday falls on an employees' regularly scheduled day(s) off, the day preceding and / or following the employees' day(s) off will be observed. The day to be observed will be decided by the Company, and the employees' preference will be taken into consideration. The employee will be given a minimum of seven (7) days notice of which day will be observed.

18.03

When an employee is on vacation and a holiday occurs, the employee will have the option of taking the day by extending their vacation, or by taking the day at some later, mutually agreeable time.

18.04

Overtime will be paid for any and all work performed during the holidays.

18.05

In addition to any other compensation earned, as outlined in the Overtime Section in the Collective Agreement, employees will be paid one (1) days pay at the straight time rate of the employee's regular job or the job the employee is performing at the time, whichever is greater, provided:

a) The employee must have been on the payroll for not less than thirty (30) calendar days just preceding the holiday; and

b) The employee must have worked their scheduled work day before, and their scheduled work day after such holiday, unless they have a bone fide reason.

ARTICLE 19 - BEREAVEMENT LEAVE

19.01

When death occurs to an employee's spouse, common-law spouse, or child (including step-child and the child of a common-law spouse), the employee will granted five (5) days off with pay.

19.02

When death occurs to an employee's parents, brother, sister, grandparents, parents-in-law, brother-in-law, or sister-in-law, the employee will be granted three (3) days off with pay.

19.03

When an employee is at work and is notified of a death as per above, the employee will be entitled to leave the workplace with no loss of pay, and this will not affect their entitlement to bereavement leave.

ARTICLE 20 - JURY DUTY

20.01

Any employee who is required to report for Jury Selection, Jury Duty, or Coroner's Inquest on a day when they would normally have worked, will be reimbursed by the Company for the difference between the pay received in such duty and their regular straight time hourly rate of pay for their regularly scheduled hours of work. The employee will be required to furnish proof of performing such service and such duty pay received.

20.02

Hours paid for such duty will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays, but will not be counted for hours worked for the purpose of computing overtime.

ARTICLE 21 - LEAVE OF ABSENCE

21.01 Leaves of Absence

i) The Company may, at their discretion, grant leaves of absence without pay or any other benefits to an Employee. Requests for leave shall be made in writing to the District Manager stating the reason for the leave and the proposed duration. Where possible, the leave request should be made a minimum of three weeks in advance.

ii) Maternity and parental leave will be granted in accordance with the Employment Standards Act.

iii) Seniority will continue to accumulate while an Employee is on a leave of absence for a period of up to six (6) months. After six (6) months, an Employee will not lose any seniority, but neither will their seniority accumulate any further.

iv) Where an Employee is granted a leave of absence of four (4) weeks or more, the Union Plant Committee will be notified of such leaves of absence in writing.

v) Paid Education Leave (PEL):

The Employer agrees to pay into a special fund two cents (¢.02) per hour per employee for all regular hours worked for the purpose of providing paid education leave. Such leave shall be for upgrading the employee's skills in all aspects of trade union functions.

Payments should be made on a quarterly basis into a trust fund established by the National Union, Unifor effective from date of ratification. Cheques shall be made payable to:

Unifor
205 Placer Court
Toronto, Ontario
M2H 3H9

The Employer further agrees that members of the bargaining unit, selected by the Union to attend such courses, shall be granted a leave of absence without pay for twenty (20) days class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Employees on said leave of absence shall continue to accrue seniority and benefits during such leave.

PEL shall be requested in the same fashion as outlined in 21.01 (i) and granting of such leave is subject to approval and operational needs.

ARTICLE 22 - DISCIPLINARY ACTION

22.01

The Company will have the right to discipline or discharge employees for just cause.

22.02

Employees will not be called before management or supervisory personnel for any disciplinary action without the Company first notifying a member of the Union Plant Committee, or in their absence, a Shop Steward.

In all such cases a Union Plant Committee member or a Shop Steward will accompany the employee for such discussions.

22.03

a) A copy of any disciplinary letters or letters of reprimand (including suspensions) will be given to the employee involved and to the Union Plant Committee.

b) The Company will endeavour to issue such letters as quickly as possible.

It is understood and agreed that the time limits referred to in the grievance procedure will not start until any such letter(s) is given to the Union and the employee involved.

c) Any reprimand notices or disciplinary measures will remain on the employee's file for one year from the date of notice or reprimand unless there is a re-occurrence of the same or similar infraction. At the completion of the one-year period, the reprimand or disciplinary notice will be removed. If a repeat infraction occurs within the one-year period, the original and subsequent notices or reprimands will remain on the file for a further year from the date of the most recent notice or reprimand.

Reprimand notices and disciplinary measures resulting from a violation of a criminal or civil nature, including driving record, will remain part of the employee's file indefinitely.

22.04

An employee will, in the company of a Shop Steward if desired, have the right to review their file. The Company may require that a representative of management be present.

ARTICLE 23 - GRIEVANCE PROCEDURE

23.01

If a difference arises between the parties relating to the dismissal or discipline of an employee, or the interpretation, application, operation or alleged violation of this agreement, including a question as to whether a matter is arbitral, either of the parties, without stoppage of work, may, after exhausting any grievance procedure established by this agreement, notify the other party in writing of its desire to submit the difference to arbitration, and the parties will agree on a single arbitrator. The arbitrator will hear and determine the difference and issue a decision, which is final and binding on the parties and any person affected by it.

23.02

Should any dispute or complaint as to the interpretation, application or compliance with the terms of this Agreement arise between the parties, the Company and the Union will make every effort to settle the dispute or complaint.

23.03

a) The Company, the Union, or the employee having a grievance, dispute or complaint will submit same within seven (7) calendar days of learning of the event giving rise to such grievance, dispute or complaint. The following steps will be followed:

b) Step (1)

The employee, with the Shop Steward (or designate) will take the grievance up with the Supervisor (or designate). If no satisfactory

settlement is reached, the grievance may, within ten (10) calendar days of when the final answer is received, be referred to Step 2.

c) Step (2)

The grieving party will submit the grievance, in writing, to the other party. Upon receipt of the written grievance, the parties will, within fourteen (14) calendar days, or other time that may be mutually agreed upon, meet and discuss the grievance. The meeting will be between the Company and Union Plant Committees. If no satisfactory settlement is reached, the grievance may, within ten (10) calendar days of when the final answer is received, be referred to Step 3.

Union or Company grievances will be initiated at Step 2.

d) Step (3)

The parties will, within fourteen (14) calendar days, or other time that may be mutually agreed upon, meet and discuss the grievance. The meeting will be between the Company and Union Plant Committees and the Business Agent and / or the National Representative of the Union. A decision as to the grievance will be rendered in writing and delivered to the grieving party within seven (7) calendar days of the meeting.

Discharge grievances will go immediately to Step (3) of the Grievance Procedure.

e) Failing settlement of the grievance at this stage the grieving party will notify the other party in writing, within thirty (30) calendar days of the decision that it intends to submit the matter to arbitration.

23.04

If the grievance has not been advanced within the time limits specified, the grievance will be deemed to be abandoned and all rights of recourse to the grievance procedure will be at an end. It being understood that the time limits between steps may be extended by mutual consent.

23.05 Arbitration Procedure

a) Upon receipt of notification from the grieving party, the Company and the Union will endeavour to agree upon the selection of an Arbitrator. In the event the Company and the Union are unable to agree upon the selection of an Arbitrator, they will submit a joint request to the Director of the Arbitration Bureau to furnish a list of five (5) qualified and available arbitrators. It is understood that the Director will not include any names the parties have already rejected.

Upon receipt of the panel of names, representatives of the Company and Union shall meet and proceed to select an arbitrator. Failing a mutual selection, the grieving party shall strike one name from the list. The other party shall then strike one name from the list and so on, until only one name remains. The remaining name shall be the selected arbitrator.

b) After an Arbitrator has been chosen, the Arbitrator will meet and hear the evidence of both sides and render a decision after the conclusion of the hearing. The Arbitrator's decision is to be final and binding on all parties to this Agreement.

c) The Arbitrator will be restricted to interpreting and applying the provisions of this Agreement and will have no authority to alter, modify, subtract from, or supplement the provisions in any way.

d) The parties to this Agreement will bear an equal proportion of the fees and expenses of the Arbitrator.

ARTICLE 24 - HEALTH AND SAFETY

24.01

The Company agrees to make reasonable provisions for the health and safety of its employees. It is further agreed that both the Company and the Union shall cooperate in the prevention of accidents and the promotion of health and safety of all employees.

24.02

a) An employee who has reasonable cause to believe that an unsafe or unhealthy condition exists may refuse to work under such conditions without being subject to discipline.

b) If no satisfactory solution is found, the matter may then be taken up with the Workers' Compensation Board.

24.03

Where available a member of the Union Plant Committee, or in their absence a Shop Steward, will accompany a management representative and Workers' Compensation Board inspectors on all plant inspections.

24.04

The Company undertakes to provide at no cost to the employee the necessary health and safety equipment required by the W.C.B. regulations for the protection of the employee in the plant.

24.05

The Health and Safety Committee will consist of equal representation chosen by the employees and management respectively and will meet once every month.

ARTICLE 25– NATIONAL DAY OF MOURNING

25.01

The Company agrees to allow employees one (1) minute silence at 11:00 a.m. on April 28th of each year in observance of those workers killed on the job.

ARTICLE 26 - BULLETIN BOARDS

26.01

The Company agrees to supply adequately enclosed official bulletin boards for the use of the Union so that the Union may post notices concerning meetings and such other information the Union wishes to communicate to its' members.

ARTICLE 27 - MEAL ALLOWANCE

27.01

Any employee required to work more than two (2) hours beyond their regular shift shall be paid for a meal allowance in the amount of ten ($10.00) less statutory deductions.

ARTICLE 28 - BOOT ALLOWANCE

28.01

It is agreed that the Company will provide a voucher system for boot allowance providing for a ninety ($90.00) dollar plus tax boot reimbursement per annum.

Effective 1, January 2009 the allowance is increased to $110.00

ARTICLE 29 - NON-BARGAINING UNIT PERSONNEL PERFORMING BARGAINING UNIT WORK

29.01 Non Bargaining Unit Employees Performing Bargaining Unit Work

i) The Company and Union agree it is their desire for a cooperative relationship. In light of this, the present practice of non-bargaining unit employees performing certain bargaining unit tasks will continue.

ii) The Company agrees that this practice will not result in the displacement, layoff, exclusion, reduction or change of hours, or change of schedule or shift, of any bargaining unit employees.

iii) The current practice of dumping bins in the Shred Plant by the working Supervisor may continue while the Shred Plant Destruction Technician has been reassigned, however, this practice will not exceed (1) one hour in duration per day.

29.02 Agency Employees Performing Bargaining Unit Work

i) The present practice of agency employees performing bargaining unit work will continue.

ii) Agency employees will not be part of the bargaining unit and will not be subject to the provisions of the Collective Agreement.

iii) No bargaining unit job, project, etc., may be performed by an agency employee for more than ninety (90) days.

iv) The Company will inform the Plant Committee on a monthly basis of the number of agency employees and the tasks they are performing.

v) The practice of the Company using agency employees will not result in the displacement, layoff, exclusion, or reduction of hours of any bargaining unit employees.

ARTICLE 30 - CONTRACTING

30.01

The Company agrees it will consult with the Union prior to contracting out which would result in layoffs.

30.02

It is agreed that the Union has the right to present options to contracting which the Company will consider in good faith. The Company will not unreasonably withhold agreement on any viable options put forward by the Union.

ARTICLE 31 - GENERAL PROVISIONS

31.01

The Wage Schedule and any Letters of Understanding or Agreement signed by both parties, will form part of this agreement.

31.02

The Union will receive an up to date bargaining unit seniority list every six (6) months.

31.03

The Company agrees to include Union dues deducted from employees on Company issued T4 slips.

31.04

a) Subject to the provisions of this Agreement, where an employee works at a lower rated job than their regular job, they will nevertheless be paid at their regular rate. This provision shall not apply to an employee working in a lower rated position due to a bump.

b) An employee temporarily transferred to a higher rated job during a shift will receive the higher rate for the time the employee works the higher rated job, unless the employee is on the job for two (2) hours or more. An employee temporarily transferred to a higher rated job for two (2) hours or more, will receive the higher rate for the entire shift.

31.05

In case of injury on the job the employee will receive full pay for the shift, whether it be on the employee's regular or overtime shift.

31.06

The Company will prepay the costs of any course(s) which an employee is asked to attend by the Company, or which is a requirement of an employee's job. The Company will also prepay all administration fees, required text book charges, etc.

31.07

The Company will provide five (5) uniforms to employees for each classification it requires that uniforms be worn. The Company will further provide to each employee $12.50 per month to compensate for cleaning costs, to each employee who is supplied uniforms.

31.08

a) When employees are using their own vehicles to perform Company business, they will be paid $.42 per kilometer and will be paid for any additional expenses incurred (e.g. - parking). Employees will not be required to transport any other personnel in their personal vehicle.

b) When an employee is requested to work from a Client Site, the Company will have the option of having the employee:

i) report to the nearest work site to the employee, at their normal start time, and then travel to the Client Site (note - kilometers are not paid to report to the regular work location, but are paid from the work station to the Client Site and vice versa); or,

ii) report directly to the Client Site in which case the employee will be paid one hour extra straight time pay (note - kilometers are paid when an employee reports directly to the Client Site).

31.09

An employee will be given 72 hours advance notice before being temporarily transferred from one Company location to another Company location except where the notice cannot be given to meet customer demands. If there are no volunteers for a temporary transfer and subject to the efficiency of operations, the junior employee(s) shall be transferred.

31.10

Should the Company establish a new position in the bargaining unit or if there is a significant change in the job duties of a position due to technological change, the Company and the Union would discuss the appropriate wage rate for that position. If no agreement is reached, the Company will set the wage rate for the position, but agrees that the Union may file a grievance.

31.11

The parties have agreed to write this Collective Agreement in gender-neutral language. As such, the plural form will sometimes be used where the singular would be more appropriate (e.g. - the word "their" may be used instead of "his" or "her"). This use of language is not meant to alter the intent or meaning of any clause in the Collective Agreement.

31.12

The parties shall establish a Labour Management Committee Pursuant to Section 53 of the Labour Relations Code of B.C. The purpose of the Committee is to promote the cooperative resolution of workplaces issues, to respond to and adapt to changes in the economy, to foster the development of work related skills and to promote workplace productivity.

ARTICLE 32 - WELFARE PLAN

32.01

The current health and welfare program shall be maintained during the life of this Agreement, save and except the Company has the right to change insurance carriers, provided the benefits are comparable to the current plan.

Benefits will be cost shared between the Company and employees as follows:

◦BC Medical:	50% Company, 50% Employee
◦Extended Health & Dental:	80% Company, 20% Employee
◦Life, AD&D:	100% Company Paid
◦Short-term & Long-term Disability:	100% Employee Paid

32.02

The Union acknowledges that the Company is responsible for registration of employees in the various plans. Any disputes concerning eligibility or benefit levels are between the employee and the relevant insurance carrier and are not grieveable matters.

32.03

Employees on approved personal leave of absences, short-term disability, or WCB lost-time claims will be given the following options

a) Continuation or discontinuation of their medical and/or dental benefits,

b) Payment options of monthly cheques or deferring payment and setting up a re-payment schedule to start with their first pay upon their return to work.

Regardless of continuation decision on medical and/or dental benefits, employees are required to continue their short-term and long-term disability premiums, but may chose the payment options outlined in (b) above.

Remove medical forms fees letter and replace with the following section:

Medical Form Fees

The employee will be responsible for the cost of any medical forms in relation to the following:

- 3 or more sick days in a row,
- Before and after a Statutory Holiday, Vacation day, or Floater day,
- or other circumstances which the company reasonably believes may be an abuse of sick leave.

Iron Mountain will be responsible for the cost of any medical forms requested as a part of return to work plans outside those requested by Sunlife, WorkSafe BC or Service Canada. It is agreed that any medical forms requested by Sunlife, WorkSafe BC or Service Canada will be reimbursed at the discretion of the Insurer following their standard practices.

ARTICLE 33 - RETIREMENT PLAN

33.01

The Company will continue its' current retirement plan.

ARTICLE 34 - WAGE SCHEDULE AND PROGRESSION LEVELS

The wage schedule and progression levels below forms part of this Collective Agreement. Any new job rates negotiated during the term of this Agreement will become part of the new wage schedule.

2014	$0.40 Increase, rates effective September 7, 2014		
Job Class	**New**	**6 months**	**1 Year**
Destruction Technician	$16.34	$16.86	$17.91
MSA	$16.60	$17.15	$18.50
Records Centre Specialist	$16.60	$17.15	$18.50
Courier	$18.43	$19.47	$21.54
Mobile Shred Operator	$20.10	$20.64	$22.44
Coordinator			$23.06
2015	$0.50 Increase, rates effective September 7, 2015		
Job Class	**New**	**6 months**	**1 Year**
Destruction Technician	$16.84	$17.36	$18.41
MSA	$17.10	$17.65	$19.00
Records Centre Specialist	$17.10	$17.65	$19.00
Courier	$18.93	$19.97	$22.04
Mobile Shred Operator	$20.60	$21.14	$22.94
Coordinator			$23.56
2016	$0.50 Increase, rates effective September 7, 2016		
Job Class	**New**	**6 months**	**1 Year**
Destruction Technician	$17.34	$17.86	$18.91
MSA	$17.60	$18.15	$19.50
Records Centre Specialist	$17.60	$18.15	$19.50
Courier	$19.43	$20.47	$22.54
Mobile Shred Operator	$21.10	$21.64	$23.44
Coordinator			$24.06

Note # 1

Employees at the date of ratification who are being paid more than the rate for their classification shall retain such rate until the classification rate meets or exceeds their current rate and shall, provided they remain over scale, receive a lump sum in each year of the agreement in the amount of $250.00

Note # 2

Any employee designated by the Company to be a First Aid attendant, will be paid a premium of fifty ($.50) Cents for each hour they perform this task.

Note # 3

Current Part-time employees shall be paid at the top of the scale in their classification.

Note # 4

Employees holding a valid Class 3 drivers' licence will be paid a premium of $1.00 per hour for all hours spent driving a vehicle requiring that licence. Overtime, shift differential etc. will be paid on the premium. (e.g.-if an employee's regular rate was $15.00/hr. and they were getting the $1.00/hr. premium, and they worked overtime, they would get 1 ½ times $16.00/hr.) It is also agreed that the senior employee within the MSO classification holding a Class 3 drivers licence will be given the first right of refusal at Class 3 driving opportunities.

ARTICLE 35 - TERM OF AGREEMENT AND CHANGES IN AGREEMENT

35.01

This Agreement will be in force from September 7, 2014 to September 6, 2017 and thereafter in accordance with Article 34.04. The parties agree to exclude the operation of Subsection (2) and (3) of Section 50 of the Labour Relations Code.

35.02

If either party wishes to propose amendments to this Agreement, they will notify the other party, in writing, not more than one hundred and twenty (120) days prior to the expiry date of this Agreement, and not less than that which is the expiry date of this Agreement.

If notice should not be given by either party ninety (90) days or more before the expiry of the agreement, then both parties are deemed to have given notice ninety days before the expiry.

35.03

The parties will meet at a mutually agreed date for the purpose of exchanging amendments to this Agreement.

35.04

The present Agreement shall continue in full force and effect until:

(a) the Union commences a lawful strike; or

(b) the Company commences a lawful lockout; or

(c) the parties enter into a new or amended Agreement.

SIGNING PAGE

Dated this 2nd day of October, 2014

IRON MOUNTAINCANADA CORPORATION

Mike Richardson
Director, Labour Relations

Dan Karr
District Manager

LOCAL #433
Unifor

Brent Reid
Business Representative

Stacey Bratushesky
Committeeperson

Val Wolfe
Committeeperson

Carlos Aquino
Committeeperson

Bruce Snow
National Representative

LETTER OF UNDERSTANDING #1

BETWEEN:

Unifor, LOCAL 433
hereinafter referred to as "the Union"

AND:

IRON MOUNTAIN CANADA CORPORATION
hereinafter referred to as "the Company"

SUBJECT: SENIORITY SECTION IN COLLECTIVE AGREEMENT

The Company and Union agree that in applying the sufficient ability test the Company will be entitled to except the senior applicant where that applicant has a demonstrable record of significant discipline or work performance problems at the time that applicant is being considered for a job posting or a bump.

It is agreed that should the Company except the senior applicant, the employee and / or Union will have the right to grieve.

Dated this 2nd day of October, 2014

IRON MOUNTAINCANADA CORPORATION

Mike Richardson
Director, Labour Relations

Dan Karr
District Manager

LOCAL #433 Unifor

Brent Reid
Business Representative

Stacey Bratushesky
Committeeperson

Val Wolfe
Committeeperson

Carlos Aquino
Committeeperson

Bruce Snow
National Representative

LETTER OF UNDERSTANDING #2

BETWEEN:

Unifor, LOCAL 433
hereinafter referred to as "the Union"

AND:

IRON MOUNTAIN CANADA CORPORATION
hereinafter referred to as "the Company"

SUBJECT: PART TIME & CASUALS

All articles of the Collective Agreement not expressly covered in this Letter of Understanding shall govern, with the following exceptions:

Part-Time Employees

The Union agrees it will not unreasonably withhold agreement to the establishment of part time shifts if the business should require it.

Casual Employees

The Company and the Union agree that Casual employees may be employed to supplement and/or augment the workforce for vacation relief and seasonal production staffing requirements. Casual employees will be subject to the following:

1. Rate of pay will be entry level rate.

2. Dues - Deduction of dues will be in accordance with Unifor policy.

3. It is agreed that the maximum number of casual employees may not exceed 10 at any one time. It is further agreed that casual employees shall have a maximum employment term of 1040 hours. It is understood that when a casual employee exceeds the maximum employment term, they will be offered a permanent role.

4. From May 1 – September 6, the Company may increase the casual pool to a maximum of 20 casuals to allow for increased vacation allotment, work load increases or project work.

5. When a Casual employee is hired to be a regular bargaining unit employee, the employee's time as a casual employee will be counted towards their probationary period, but their seniority date will be the date they were hired on as a regular bargaining unit employee.

6. Casual employees will be subject to all terms and conditions of the Collective Agreement except:

   - Casual employees will not acquire or accrue any bargaining unit seniority however they will have seniority among themselves.
   - Casual employees will not receive benefits
   - Casual employees will not receive vacation entitlement, but will receive vacation pay of four percent (4%) of gross earnings and will be paid on each pay cheque for a pay period.
   - Casual employees will receive compensation for work on a general holiday and will be paid in accordance with the British Columbia Labour Code.
   - Casual employees will be exempt From Article 9 – Hours of Work, with the following exceptions
     - Section 9.03 (shift start times)
     - Section 9.05 (breaks) unless the Casual employee is working under 8 hours, in which case, breaks will be in accordance with the Iron Mountain Meal & Breaks Policy.
   - Casual employees will have access to the grievance and arbitration procedure.

7. Casual employees will only be used to perform entry level roles unless there is mutual agreement from the Union for them to perform other roles. Entry level roles are defined as Records Centre Specialists, Couriers, and Destruction Technicians.

8. Job postings will run externally and the Plant Committee will be notified of each posting for informational purposes.

9. The hiring and / or use of Casual employees will not result in any reduction of the regular work force and no employee will be terminated, laid off, or have their regularly scheduled work day or regularly scheduled work week reduced or modified as a result of the use of casual employees.

10. No bargaining unit employee will be laid off if any Casual employees are employed.

Signing Page for LOU #2

Dated this 2nd day of October, 2014

IRON MOUNTAINCANADA CORPORATION

Mike Richardson
Director, Labour Relations

Dan Karr
District Manager

LOCAL #433
Unifor

Brent Reid
Business Representative

Stacey Bratushesky
Committeeperson

Val Wolfe
Committeeperson

Carlos Aquino
Committeeperson

Bruce Snow
National Representative

LETTER OF UNDERSTANDING # 3

BETWEEN:
Unifor, LOCAL 433
hereinafter referred to as "the Union"
AND:
IRON MOUNTAIN CANADA CORPORATION
hereinafter referred to as "the Company"

SUBJECT: UNION MEMBERSHIP AND ORIENTATION

The Company agrees that on or before the commencement of employment of new hires in the bargaining unit, it will provide to the new hires Union Membership and Dues Authorization Forms for their execution, which executed forms shall be sent by the Company to the Union.

Additionally and for the purposes of Article 3.04 of the Collective Agreement, the designated shop steward in each Iron Mountain facility shall be allowed 15 minutes per month to meet with any new hires in that location.

Dated this 2nd day of October, 2014

IRON MOUNTAINCANADA CORPORATION

Mike Richardson
Director, Labour Relations

Dan Karr
District Manager

LOCAL #433
Unifor

Brent Reid
Business Representative

Stacey Bratushesky
Committeeperson

Val Wolfe
Committeeperson

Carlos Aquino
Committeeperson

Bruce Snow
National Representative

LETTER OF UNDERSTANDING # 4

BETWEEN:
Unifor, LOCAL 433
hereinafter referred to as "the Union"

AND:
IRON MOUNTAIN CANADA CORPORATION
hereinafter referred to as "the Company"

SUBJECT: WORKPLACE HARASSMENT

The Company and the Union agree that there will be no discrimination, interference, restraint or harassment or coercion exercised or practised by either of them, or by any of their representatives, with respect to any employee because of his/her race, color, marital status, creed, nationality or sex, on account of religious or political affiliations, or because of his/her membership or activities or lack of membership or activities, in the Union.

The Company and the Union agree that there will be no discrimination, interference, restraint or harassment or coercion exercised or practised by either of them, or by any of their representatives with respect to any employee because of age, sexual orientation, or disability, save and expect those limitations as set out in the Legislation of the Province of British Columbia.

The Company and Unifor are committed to providing a harassment free workplace. Harassment is defined as a "course of vexatious comment or conduct that is known or ought reasonably be known to be unwelcome", that denies individual dignity and respect on the basis of the grounds such as: gender, disability, race, colour, sexual orientation or other prohibited grounds. All employees are expected to treat others with courtesy and consideration and to discourage harassment.

The workplace is defined as any company facility and includes areas such as offices, shop floors, restrooms, cafeterias, lockers, conference rooms, and parking lots.

Harassment may take many forms: verbal, physical or visual. It may involve a threat or an implied threat or be perceived as a condition of employment. The following examples could be considered as harassment but are not meant to cover all potential incidents:

- Unwelcome remarks, bulling, jokes, innuendos, gestures, or taunting about a person's body, disability, attire or gender, racial or ethnic backgrounds, colour, place of birth, sexual orientation, citizenship or ancestry,
- practical jokes, pushing, shoving, etc. which cause awkwardness or embarrassment,
- posting or circulation of offensive photos or visual materials,

- refusal to work or converse with an employee because of their racial background or gender,
- unwanted physical conduct such as touching, patting, pinching, etc.,
- condescension or paternalism which undermines self-respect,
- backlash or retaliation for the lodging of a complaint or participation in an investigation.

HARASSMENT IS NOT:

Harassment is in no way to be construed as properly discharged supervisory responsibilities including the delegation of work assignments, the assessment of discipline or any conduct that does not undermine the dignity of the individual. Neither is this policy meant to inhibit free speech or interfere with normal social relations.

FILING A COMPLAINT:

If an employee believes that they have been harassed and/or discriminated against on the basis of any prohibited ground of discrimination, there are specific actions that may be taken to put a stop to it. First, request a stop of the unwanted behaviour. Inform the individual that is doing the harassing or the discriminating against you that the behaviour is unwanted and unwelcome. It is advisable to document the events, complete with times, dates, location, witnesses and details.

However, it is also understood that some victims of discrimination or harassment are reluctant to confront their harasser or they may fear reprisals from the harasser, lack of support from their work group, or disbelief by their supervisor or others. The incident should be brought to the attention of your Supervisor and/or Committeeperson.

INVESTIGATION:

Upon receipt of the complaint, the Supervisor/Committeeperson contacted will immediately inform their Union or Company counterpart and together they will then interview the employee and advise the employee if the complaint can be resolved immediately or if the complaint should be reduced to writing on the Human Rights Complaint form or processed through another procedure. Properly completed copies of this form will be forwarded to Human Resources and the Plant Chairperson.
The Plant Chairperson and Human Resources will then determine if the complaint requires a special investigative team comprised of both a Management and Union representative appointed by the Company and Union respectively.

A formal investigation of the complaint will then begin. It may include interviewing the alleged harasser, witnesses and other persons named in the complaint. Any related documents may also be reviewed.

RESOLUTION:

The joint investigators will then complete the report on the findings of the investigation and a copy of the completed Incident Report will be forwarded to Human Resources and the Plant Chairperson who will make a determination on an appropriate resolution. Human Resources and the Plant Chairperson will attempt to resolve within ten (10) days and ensure the resolution is fair and consistent with the intent of the Company and Unifor policy regarding discrimination and harassment in the workplace.

At the conclusion of this step, the complaint, if unresolved, will be inserted into the third step of the Grievance Procedure for resolution. In the event that the complaint is not resolved by the parties at the third step of the Grievance Procedure it may be appealed to arbitration in accordance with the provisions of the Collective Agreement. The parties agree that this procedure is an alternative complaint procedure and as such complaints should not be pursued through both the Grievance Procedure and the Human Rights Complaint Procedure.

The pursuit of frivolous allegations though the Human Rights Complaint Procedure has a detrimental effect on the spirit and intent for which this policy was rightfully developed and should be discouraged.

RIGHT TO REFUSE:

A bargaining unit employee alleging harassment in the workplace is encouraged to use the above procedure to resolve a complaint. However, it is agreed in principle that in serious cases, or when the safety of the employee is being threatened, it may be necessary for that employee to leave the job.

Furthermore, the parties agree that details with respect to the procedure regarding the ability of employees to leave their jobs as outlined above, be developed Unifor and the Company, and will be implemented as a part of this procedure.

The procedure in no way precludes the complainant's right to seek action under the British Columbia Human Rights Code. However, both Unifor and the Company urge employees to use the internal mechanisms as outlined above before seeking alternative recourse.

SIGNING PAGE FOR LOU # 4

Dated this 2nd day of October, 2014

IRON MOUNTAINCANADA CORPORATION

Mike Richardson
Director, Labour Relations

Dan Karr
District Manager

LOCAL #433
Unifor

Brent Reid
Business Representative

Stacey Bratushesky
Committeeperson

Val Wolfe
Committeeperson

Carlos Aquino
Committeeperson

Bruce Snow
National Representative

LETTER OF UNDERSTANDING #5

BETWEEN:
Unifor, LOCAL 433
hereinafter referred to as "the Union"

AND:
IRON MOUNTAIN CANADA CORPORATION
hereinafter referred to as "the Company"

SUBJECT: TEN-HOUR SCHEDULE

Prior to notice to the employees, the Company will discuss the implementation of a ten hour schedule with Union.

In implementing this schedule, the Company will provide a minimum of fourteen (14) days written notice to the employees. The Company would then seek volunteers by seniority, within affected job category. If no volunteers were forthcoming, the Company will assign by reverse seniority, within affected job category.

All articles of the Collective Agreement not expressly covered in this Alternate 10 hour Shift Agreement shall govern, with the following exceptions:

1. Employees will work four (4) days per week, ten (10) hours per day. Their schedule will extend from Monday to Friday, and all employees will have two (2) consecutive days off. If the employee works on Saturday, then the employee will have three (3) consecutive days off. It is acknowledged that Saturday shifts will be limited.

2. Employees working the ten (10) hour schedule will receive the applicable shift differential as defined in Article 10. This differential will be paid whether the employee is working at straight time or overtime.

3. Overtime availability will be respected as outlined in Article 11.03. Further at the employee's request to their immediate Supervisor, the Company will remove identified work which is in excess of a 10 hour shift, providing that the employee has not signed for overtime on the two week "Request for Overtime" form.

4. Overtime is defined as:

   a. Any hours worked before the starting time or after the quitting time of the regularly scheduled shift.

   b. Any hours worked in excess of ten (10) hours in a regularly scheduled shift.

c. Any hours worked on an Employee's regularly scheduled day off, or on a statutory holiday.

Overtime will be paid for at the following rates:

i. Time and one-half for the first two (2) hours worked in excess of ten (10) hours in a day and double-time thereafter.

ii. Time and one-half for the first eight (8) hours worked in excess of forty (40) in a week, and double time for all hours worked in excess of forty-eight (48) in a week. For the purpose of calculating weekly overtime, only the first ten (10) hours worked by an employee in each regular day are counted.

iii. Time and one-half for all hours worked on holidays as defined in the Holiday Section of the Collective Agreement.

5. In the event that any holiday falls on an employee's regularly scheduled day(s) off, the day preceding and/or following the employee's day off will be observed. The day to be observed will be decided by the Company, and the employee's preference will be taken into consideration. The employee will be given a minimum of seven (7) days' notice of which day will be observed.

6. Employees on 10 hour shifts shall be entitled to a week of vacation on the basis of ten (10) hours per day, four (4) days per week.

7. Employees on these positions shall be allotted (2) two, (15) fifteen minute paid rest breaks and a (30) thirty minute paid lunch period.

8. At the request of either Party, the Company and Union will meet within (20) twenty days to review, and discuss problems of mutual concern arising from the ten hour schedule.

9. It is agreed that should serious concerns and matters be raised which are unresolved by the process outlined above, that either party may initiate a grievance as outlined in Article 23.

Signing Page for LOU # 5

Dated this 2nd day of October, 2014

IRON MOUNTAIN CANADA CORPORATION

Mike Richardson
Director, Labour Relations

Dan Karr
District Manager

LOCAL #433
Unifor

Brent Reid
Business Representative

Stacey Bratushesky
Committeeperson

Val Wolfe
Committeeperson

Carlos Aquino
Committeeperson

Bruce Snow
National Representative

COMMITMENT LETTERS

Attachment "A"

Renewed on this 2 day of October 2014.

September 29, 2006

Unifor,
Local 433
Suite 102, 8988 Fraserton Court
Burnaby, BC

Dear Sirs/Mesdames:

Re: Collective Agreement

The Company reaffirms its commitment to the provisions of Article 29.01 & 29.02.

The Company will ensure that its management and supervisory staff are informed of this commitment.

Yours truly,

Dan Karr, District Manager
IRON MOUNTAIN CANADA CORPORATION

Attachment "B"

October 2, 2014

Brent Reid
UNIFOR Local 433
Suite 102, 8988 Fraserton Court
Burnaby, BC

Dear Sir,

RE: Overtime

Further to the recent discussions during our 2014, bargaining in Vancouver. The company affirms its commitment to article 11.03, and will reasonably schedule employees on a daily basis within the guidelines of this article.

I trust this addresses your concerns.

Yours truly,

Dan Karr, District Manager
IRON MOUNTAIN CANADA CORPORATION

Attachment "C"

October 2, 2014

Brent Reid
UNIFOR Local 433
Suite 102, 8988 Fraserton Court
Burnaby, BC

Dear Sir:

RE: Workers Compensation Board Claims

Further to the recent discussions during our 2014, bargaining in Vancouver. The company affirms its commitment that if an employee suffers a disability, it will work with the insurance agencies and employee to ensure required forms are submitted in an expedited manner for the insurer to make a decision on the compensability of a claim.

I trust this addresses your concerns.

Yours truly,

Dan Karr, District Manager
IRON MOUNTAIN CANADA CORPORATION

Attachment "D"

October 2, 2014

Brent Reid
UNIFOR Local 433
Suite 102, 8988 Fraserton Court
Burnaby, BC

Dear Sir,

RE: Article 15.03 – Job Postings in Transportation

Further to recent discussion during our 2014 bargaining in Vancouver, the Company affirms its commitment to article 15.03 and going forward will interpret this article as it relates to Courier and MSO role openings as follows:

- When a role becomes open (a vacancy of 30 days or greater as known or anticipated), the operating zone will be posted as additional information on the internal posting
- Route zones are as follows:
  - Vancouver - City limits
  - Urban – Richmond, Burnaby, New West, Coquitlam, Port Coquitlam, Maple Ridge
  - Rural – North Van, West Van, Surrey (Central & South), Langley, Aldergrove, Abbotsford, Mission, Chilliwack, Hope, Ladner, Tsawwassen, Squamish
- Current Transportation employees may apply into the open role with a maximum of two (2) available bumps based on seniority.
- The Company maintains the right to cross-train transportation employees on other routes as needed
- The Company reserves the right to send a Transportation employee outside their zone in order to meet customer needs
- It is understood that a Reactive driver must be flexible to cover any zone and drive all vehicle types in their classification
- It is understood that a Sentinel Coach will always be assigned as a Reactive driver in the Courier classification.

I trust this addresses your concerns.

Yours truly,

Dan Karr, District Manager
IRON MOUNTAIN CANADA CORPORATION