

**C**ollective  
**A**greement

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between



*(hereinafter referred to as the "Corporation")*

and

**SYNDICAT DES EMPLOYÉES  
ET EMPLOYÉS ET DE  
BUREAU,  
SECTION LOCALE 57**

*(hereinafter referred to as the "Union")*

**1998 – 2003**

*This is a translation of the original French version of the Agreement*



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**Article 1 - Definitions**

- 1.01** The word **employee**, each time it is mentioned in this Agreement, means all employees of the Corporation who are governed by this Agreement, as stipulated in Paragraph 3.01.
- 1.02**
- (a) **Regular employee** means an employee whose employment is expected to continue for more than one (1) year.
  - (b)
    - i) **Temporary employee** means a person hired to replace employees who are absent due to vacation, accident, sickness, union business, maternity leave or leave authorized by the Corporation;
    - ii) **Temporary employee** also means a person hired to carry out a project for a specific situation or to perform work in the case of temporary work surplus, whose period of employment shall not exceed one (1) year.
    - iii) The Union shall be advised in writing, at the time of hiring, of the names of persons hired on a temporary basis, the reasons, and the approximate period of employment, if known.

## Article 1 – Definitions

- 1.02 (b) iv) The working conditions applicable to temporary employees are stipulated in Exhibit D.
- (c) **Full-time employee** means an employee who is normally required to work the basic hours of work.
- (d) **Part-time employee** means an employee who is normally required to work less than the basic hours of work.
- 1.03 **Shift** means the period of time, not exceeding the basic hours of work per day, which an employee is scheduled to work on any day, and of which he has been advised in advance.
- 1.04 **Half-shift** means one-half the duration of a shift.
- 1.05 **Day shift** means a shift which is worked, in whole or in part, between 7 a.m. and 6 p.m. on any day of the week.
- 1.06 **Evening shift** means a shift which is worked, in whole or in part, between 4 p.m. and 12 a.m. on any day of the week.
- 1.07 **Night shift** means a shift which is worked, in whole or in part, between 11 p.m. and 7 a.m. on any day of the week.

## **Article 1 – Definitions**

- 1.08** **Function:** an organized grouping of a certain number of **tasks**. The Corporation shall provide any salaried employee who requests his **job** description with such description, if available.
- 1.09** **Position:** the assignment of a salaried employee **to** one of the functions appearing in Exhibit A of this Agreement.
- 1.10** The term **promotion** means the transfer of an employee from a given wage schedule to a higher wage schedule.
- 1.11** The term **transfer** means the transfer of an employee from a given wage schedule to an equal wage schedule.
- 1.12** The term **demotion** means the transfer of an employee from a given wage schedule **to** a lower wage schedule.
- 1.13** The definition of spouse is that stipulated in the **Labour Standards Act**.
- 1.14** Same-sex partner
- A same-sex partner is defined as:
- a) a person who has been continuously cohabiting with a person of the same sex for at least one (1) year,

## **Article 1 – Definitions**

1.14 ...

*and*

- b) a person who has been publicly displaying himself as a sexual partner for at least the same period of time.

To meet the definition of same-sex partner, the employee must complete a corporate form to this effect.

## **Article 2 – Declaration by the Parties**

### **2.01**      Purpose]

The purpose of this Agreement is to maintain a harmonious relationship between the Corporation and its employees represented by the Union, to establish a procedure for settling grievances which may arise between the Corporation and the Union and to define the working conditions for employees represented by the Union, as stipulated in Paragraph 3.01.

### **2.02**      In the event of any provision of this Agreement being illegal, only said provision shall become null and void.



## **Article 2 – Declaration by the Parties**

### **2.03      Discrimination and Harassment**

The Corporation shall not discriminate against an employee because of membership in the Union or activity authorized herein ~~on~~ behalf of the Union.

The Corporation and the Union agree that they shall not threaten or intimidate an employee, unlawfully discriminate against any employee for reasons of pregnancy, age, marital status, disability, ~~sex~~, sexual orientation, race, colour, national or ethnic origin, or ~~for~~ exercising any rights under this Agreement. The parties also agree that no employee shall be subject to sexual harassment.

Use in this Agreement of the masculine or feminine gender shall be construed as including both male and female employees, and not as specific ~~sex~~ designations.

### **2.04      In the event that the Corporation asks an employee governed by this Agreement to replace a manager, the employee may refuse to do so.**

**If the employee accepts, he shall continue to enjoy all the rights provided for in this Agreement.**

**Article 2 – Declaration by the Parties**

2.05 Working Language]

The Corporation recognizes French as the official working language of the employees governed by this Agreement, in accordance with the provisions of the ***Charter of the French Language***.

- 2.06
- (1) The Corporation shall provide each employee with a French and English copy of this Agreement.
  - (2) The Corporation agrees to advise the Union in writing when it hires, transfers, reclassifies, promotes or changes the *status* of an employee.
  - (3) The Corporation shall send the Union any documents regarding working conditions that it sends all of the employees governed by the Agreement.
  - (4) The Corporation shall provide the Union with a complete list of temporary employees every three (3) months. The following information shall be included:
    - 1) the name ;
    - 2) the job grade.

**Article 2 - Declaration by the Parties**

**2.07 Bulletin Boards**

The Corporation shall provide the Union with one (1) bulletin board per floor in each of its establishments in order to allow the Union to post official documents regarding Union business.

Before being posted, all documents must be authorized by the Director - Human Resources or his representative and must bear the signature of an authorized Union officer.

**2.08 Union Office**

The employer shall provide the Union President with a work station that is near a wall or window and that is equipped with a telephone (including voice mail), private filing cabinet, chair and partition of appropriate height to provide the privacy needed for the performance of his duties.

## **Article 3 – Rights of the Parties**

### 3.01 Union Recognition

The Corporation recognizes the Union as the sole collective bargaining agent for all salaried employees, as defined by the **labour Code**, in accordance with the certification issued to the Union by the **service du droit d'association** of the Minister of Labour.

### 3.02 Management Rights

The Corporation has the exclusive right and power to manage its operations in all respects and in accordance with its commitments and responsibilities to its customers, to conduct its business efficiently and to direct the working forces and, without limiting the generality of the foregoing, it has the exclusive right and power to hire, promote, transfer, demote or lay off employees, and to suspend, dismiss or otherwise discipline employees. The Corporation agrees that any exercise of these rights and powers shall not contravene the provisions of this Agreement.

## Article 4 – Union System

### 4.01 Union Dues

- 1) **All** employees governed by this Agreement shall, as a condition of their ongoing employment, pay Union dues.
- 2) The Corporation shall deduct Union dues from the employees' wage each pay period and shall remit said dues to the Union once a month, no later than the fifteenth (15th) day of the following month. **If**, for whatever reason, an employee's Union dues are not deducted from his pay at the regular time, said dues shall then be deducted from his next pay.
- 3) The Corporation shall remit to the Union by cheque the amounts so deducted, along with a report indicating each employee's name, his current wages, i.e. basic salary or basic salary adjustment, and the amount of the dues. The Union executive must receive a copy of this report.

### 4.02 Release of Corporation from Liability

The Corporation shall not incur any liability toward the employees with regard to the deduction of Union dues except the obligation to deduct and remit to the Union the amounts collected. The Union agrees to indemnify and

#### **Article 4 – Union System**

- 4.02 .. save the Corporation harmless against any claim or liability arising out of the application of this Article.
- 4.03** Union dues means the amount determined as dues to be paid, and shall not include registration fees, insurance premiums or special contributions.

#### **Article 5 – Union Stewards**

- 5.01** The Union agrees to notify the Corporation of the name of each Union Steward and of the department(s) in which each acts as Union Steward. A Union Steward shall not act in this capacity until the Corporation has been notified of his appointment.
- 5.02** Before changing the status of any Union Steward who is to continue in the Corporation's employ, such Union Steward shall be allowed reasonable time to transfer his duties as a Union Steward to his successor.
- 5.03** When an employee is hired, transferred, reclassified, or promoted, the Corporation shall notify the appropriate Union Steward at the time the employee is informed or immediately thereafter.

**Article 6 – Time Allowed for Union Business**

6.01 The Corporation agrees that:

- (a) an employee who has, or believes he has a grievance may confer with his Union Steward or with management during his scheduled working hours without deduction of such time off in the computation of the time worked for the Corporation, and without deduction of wages in respect thereof, provided that such employee arranges with his immediate superior, subject to service requirements, for all time off the job required for the above purposes;
- (b) a Union Steward may discuss a grievance with a grievor or with management, or attend meetings with representatives of the Corporation on behalf of the Union, during his scheduled working hours without deduction of such time off in the computation of the time worked for the Corporation, and without deduction of wages in respect thereof, provided that such Union Steward arranges with his immediate superior, subject to service requirements, for all time off the job required for the above purposes.

## **Article 6 – Time Allowed for Union Business**

### 6.02 Bargaining<sup>1</sup>

- (a) Authorized bargaining representatives of the Union shall be allowed time off from work during their scheduled working hours for the purpose of bargaining without deduction of such time off in the computation of the time worked for the Corporation, and without deduction of wages in respect thereof, provided that such time is actually devoted to collective bargaining with management. During a strike or lockout, the provisions of this Paragraph shall not apply.
  
- (b) Authorized bargaining representatives of the Union, as referred to in Article 7 of the Agreement, may attend **pre-bargaining** meetings held by the Union to prepare for bargaining with the Corporation without deduction of such time off in the computation of the time worked for the Corporation, and without deduction of wages in respect thereof, up to a maximum of three (3) days per representative, provided that the Corporation is given the names of the authorized bargaining representatives at least five (5) days before the authorized time off is to begin.



## **Article 6 – Time Allowed for Union Business**

- 6.02 ... (c) Union Stewards may attend post-bargaining meetings during their scheduled working hours without deduction of wages in respect thereof, up to a maximum of two **(2)** days per representative, provided that such meetings are held at a time agreed upon by the Corporation and the Union.

### **6.03** Time Off for Union Business

#### **Preamble**

The Corporation shall grant time off without pay to any employee delegated by the Union to attend a congress, convention, conference, training session or meeting of the S.E.P.B. executive. Authorization thereof shall not be unreasonably refused and shall be granted according to the following terms and conditions:

- (a) The total time off taken by all Union Stewards in the bargaining unit shall not exceed one hundred (100) calendar days per year.
- (b) **No** more than five **(5)** Union Stewards, and no more than three **(3)** in the same function, shall be granted such time off concurrently,

## **Article 6 – Time Allowed for Union Business**

- 4.03 ...
- (c) An authorization request for time off without pay shall be submitted by the Union to the immediate superior and a copy thereof submitted to the Human Resources Department at least ten (10) working days prior to the date of the meeting or event and such request shall give the name of each representative concerned and the expected length of time off.
  - (d) The Corporation shall pay the Union Steward, on behalf of the Union, his basic rate of pay for the entire duration of the time off without pay granted to the Union Steward. Any amount so paid by the Corporation shall be billed to the Union, which shall remit such amount to the Corporation within thirty (30) days of receipt of the bill.
  - (e) Authorization requests for time off without pay to attend to other business of the Union in excess of five (5) days must be submitted to the Union Steward's immediate superior at least twenty-one (21) days before the time off without pay is to begin.

#### **Article 7 - Bargaining Procedure**

- 7.01 All negotiations with a view to the completion of a collective agreement or to effecting changes or modifications in this Agreement shall be conducted between the authorized bargaining representatives of the Union, not to exceed five (5) employees, on the one hand, and the designated bargaining representatives of the Corporation on the other hand.

#### **Article 8 - Health and Safety**

8.01 Principle 1

The Corporation, in conjunction with the Union, recognizes the importance of using all available means to maintain proper hygiene, health and safety conditions in the workplace.

- 8.02 The Corporation and the Union agree to form an occupational health and safety committee. Committee activities are provided for in the Act Respecting Occupational Health and Safety (**R.S.Q., ch. S-2.1**).

## **Article 9 - Discipline**

### **9.01 Method**

- (1) For any disciplinary measure, the employee shall be provided with a written notification containing an account of the reasons. The Union shall be provided with a copy of the disciplinary notification.
- (2) To be included in the file, verbal notification shall first be confirmed in writing with the employee, and the Union shall be provided with a copy.
- (3) No employee shall receive a written reprimand or a written warning, be suspended, demoted or dismissed for any reason except for just cause.

### **9.02**

- (a) At any meeting between a representative of the Corporation and an employee which is called for the explicit purpose of announcing or imposing a disciplinary measure or a dismissal, the Union Steward shall, unless the employee objects, be invited by the immediate superior to be present.
- (b) Where circumstances require the spontaneous imposition of a disciplinary measure, the Corporation shall advise the

## **Article 9 - Discipline**

9.02 (b) employee's Union Steward as soon thereafter as possible.

### **9.03 Dismissal**

In the case of dismissal, the grievance shall be referred to the second step of the grievance procedure as provided for in Article 10.

### **9.04 Employee File**

Any employee may, after making an appointment, inspect his official file, accompanied by a management employee and, if the employee so desires, by a Union Steward. This appointment shall be granted, for the time necessary to inspect the file, during his working hours.

### **9.05 Right to Grieve**

An employee who is subject to a disciplinary measure may refer his case to the grievance and arbitration procedure.

### **9.06 Burden of Proof**

In all cases of arbitration related to disciplinary measures, the Corporation agrees to assume the burden of proof.

## **Article 9 - Discipline**

### 9.07 Suspension of Seniority

A suspension shall not interrupt the employee's seniority.

### 9.08 Prescription on a Disciplinary Measure

A disciplinary measure shall be removed from the employee's file twenty-four (24) months following the date of said measure.

### 9.09 The Corporation acknowledges that it must proceed quickly and avoid any undue delay when it decides to impose a disciplinary measure on one of its employees.

Except under special circumstances, the time limit shall be **no** longer than thirty (30) working days from the date the Corporation received sufficient information on the occurrence and the circumstances surrounding such occurrence to allow it to make a decision.

## **Article 10 - Grievances**

### 10.01 (a) **Grievance** means any disagreement over the interpretation, administration or alleged violation of any provision of this Agreement.

## Article 10 - Grievances

10.01 (b) *Grievor* means the employee or groups of employees concerned, the Union or the Corporation.

10.02 All grievances shall be submitted in writing on a standard record of grievance form agreed to by the parties and shall include:

- (i) the grievor's name and occupation;
- (ii) the nature of the grievance;
- (iii) the remedy sought from the Corporation;
- (iv) a grievance number which identifies that particular grievance and which shall be assigned by the Corporation for reference purposes.

10.03 If deemed necessary by the Corporation and the Union, the grievor may attend meetings at any step of the grievance procedure.

10.04 Where a grievance is being handled by the Union, the Corporation shall not endeavour to adjust the grievance with the employee involved without prior notice to the Union Steward. Where, after such notice, an interview between management and the employee is to take place, the employee shall have the right to be accompanied by a Union Steward. No such grievance shall be deemed to have been settled without the concurrence of the employee's Union Steward.

## Article 10 - Grievances

### 10.05 Individual and Group Grievances

Grievances of an individual employee or a group of employees may be handled by the Union at the request of an employee and shall be processed in accordance with Paragraphs 10.06 and 10.07. Each grievance shall be presented to the Corporation within thirty (30) working days of the occurrence on which such grievance is based.

### 10.06 Step 1

The Union Steward and/or the employee or employees shall submit the grievance to the employee's immediate superior. The immediate superior shall have five (5) working days following the presentation of the grievance to him in which to render a decision in writing.

The immediate superior shall sign the grievance and indicate the date on which the grievance was received.

### 10.07 Step 2

Where a grievance has not been settled at Step 1, it may be submitted by the Union to the Manager - Personnel and Labour Relations, or his representative, within ten (10) working days of the disposition of the matter at Step 1, and said Manager shall have fifteen (15)



**Article 10 - Grievances**

10.07 working days following receipt of the grievance in which to render a decision in writing.

10.08 Union Grievance]

- (a) If the interests of the Union as a party to this Agreement are affected, the Union may submit a grievance directly to the Vice-president or Senior Vice-president of the department concerned. Such grievance shall be signed by the President or Vice-president of the Union.

The Vice-president or Senior Vice-President shall meet with the President or Vice-president of the Union in an attempt to resolve the grievance. The Vice-President or Senior Vice-president shall have twenty **(20)** working days following the presentation of the grievance to him in which to render his decision in a written statement advising the Union of the Corporation's position on the matter.

Corporation Grievance]

- (b) The Corporation may submit a grievance directly to the President of the Union. Such grievance shall be presented by the Vice-president - Human Resources. The President of the Union shall meet with the Vice-president - Human Resources in an

## **Article 10 - Grievances**

10.08 (b) **attempt** to resolve the grievance. The President of the Union shall have twenty (20) working days following the presentation of the grievance to him in which to render his decision in a written statement advising the Corporation of the Union's position on the matter.

### **10.09** Time Limits

Any grievance not processed by the Union and by the employer in accordance with the mandatory time limits provided for in this Article shall be deemed to be abandoned and cannot be pursued or reopened.

**10.10** If the Corporation fails to respond or if the grievance is not settled within the provided time limits, the grievance may immediately be processed at the next step.

**10.11** Time limits may be extended by mutual written consent.

## Article 10 - Grievances

### **10.12**     General]

- (a) All grievances shall be submitted in writing and shall be signed by the grievor, or by the Union on behalf of the employee.
- (b) A technical error in the written account of the grievance shall not as such result in the cancellation of the grievance.
- (c) The grievance shall contain a brief description of the nature of the disagreement and shall stipulate the resolution required.
- (d) The grievance shall be resolved in writing and shall be signed by the President or Vice-president of the Union, the grievor and/or grievors, and the representatives of the Corporation. Such resolution shall be binding upon the grievor or grievors, the Union and the Corporation.

## Article 11 - Arbitration

### **11.01**     Method]

Where a grievance has not been settled at Step 2 as stipulated in Paragraph 10.07 of the grievance procedure, the Union shall, within a

## **Article 11 - Arbitration**

11.01 ... time limit not to exceed **(20)** working days, advise the Corporation in writing of its intent to submit the grievance to arbitration, failing which the grievance shall be abandoned. It is expressly agreed that the right to arbitration does not extend to any matters other than those concerning the interpretation, administration or alleged violation of this Agreement.

### **11.02** Choice of Arbitrator

Following notification as provided for in Paragraph 11.01, the parties shall have thirty (30) working days in which to agree upon the choice of an arbitrator and, failing agreement, the Minister of Labour for Quebec shall appoint one, in accordance with the provisions of the *Québec Labour Code*.

### **11.03** Arbitrator's Powers and Duties

- (1)** The arbitrator shall render his decision in accordance with the provisions of this Agreement; he shall not have the right to alter, change or amend any part of the Agreement or to make additions to it.
- (2)** In the case of a grievance resulting from a written reprimand, suspension, dismissal or demotion, the arbitrator shall have the right to uphold, reduce or abolish such

## **Article 11 - Arbitration**

11.03 (2) sanction; he shall have the right to order reinstatement with or without salary reimbursement for the employee who has not received payment, reduced by the amount of revenues said employee may have earned elsewhere.

### 11.04 Verdict]

- (1) The decision of the arbitrator shall be rendered within thirty (30) working days of the last investigation session.
- (2) The decision of the arbitrator shall be final and binding upon the two (2) parties to this Agreement.

### 11.05 Cost of Arbitration]

The parties shall each bear one-half of the fees and expenses of the arbitrator and of any stenographer whom he may require. However, each party shall bear all expenses incurred by it for its own witnesses and representatives, as well as for exhibits and other similar fees.

## **Article 12 - Seniority**

12.01 For employees hired before the effective date of the Agreement, the net credited service

## **Article 12 - Seniority**

- 12.01 shown on the Corporation records shall be recognized as Corporation seniority.
- 12.02 For employees hired after the effective date of the Agreement:
- (a) for the purpose of calculating vacation, establishing the pension fund, insurance and/or any monetary benefit, the net credited service shown on the Corporation records shall be recognized as Corporation seniority;
  - (b) for any other matter regarding the application of the Agreement, bargaining unit seniority shall be determined by the most recent date of entry into the bargaining unit.
- 12.03 A complete list of Corporation and bargaining unit seniority shall be posted within forty-five (45) days of the signing of this Agreement and revised annually. A copy shall be forwarded to the President of the Union.
- 12.04 Probationary Period
- (1) Any new employee shall be subject to a probationary period of one hundred and twenty (120) days worked cumulatively. This period may be extended upon agreement with the Union.

## Article 12 - Seniority

12.04

- (2) A temporary employee who is appointed to a regular position shall be subject to the probationary period as provided for in the preceding paragraph. In such a case, the time worked as a temporary employee shall be counted in his probationary period, provided that he has worked a minimum of thirty (30) days cumulatively.
- (3) A probationary employee who is dismissed or laid off by the Corporation shall not have any recourse to the grievance procedure.

12.05

### Acquisition of Seniority

The seniority of a temporary employee who is appointed to a regular position shall be retroactive to his first starting date in the service of the employer in the bargaining unit, provided that there has not been an interruption of more than one (1) month in the employee's service.

12.06

### Continuous Service and Authorized Absences

The employee shall lose his seniority and his job in the following cases:

- (1) resignation;
- (2) dismissal for just and sufficient cause;

## **Article 12 - Seniority**

- 12.06 ...
- (3) layoff due to lack of work for a period exceeding twelve (12) months, or a period equal to the employee's seniority if less than twelve (12) months;
  - (4) refusal to return to work as provided for in Subparagraph 14.10 (3) of the Agreement;
  - (5) absence without notification and without a valid reason for three (3) or more consecutive working days.

**12.07** In the case of absence due to off-duty accident or sickness, the employee shall continue to accumulate seniority for a period of **twenty-four** (24) months.

## **Article 13 - Transfers**

- 13.01**
- (1) (a) Where the Corporation decides to fill a regular or newly created position covered by this Agreement, it shall post said position on the bulletin boards designated for such purposes and in the other establishments for a period of five (5) working days.
  - (b) Where the Corporation decides to fill a position which is temporarily unoccupied, or a temporary position as provided for in Subparagraph 1.02 (b) (ii), for an expected period of



**Article 13 - Transfers**

13.01 (1) (b) .. four **(4)** or more months, it shall do **so** by posting the position.

**(2)** The posting shall indicate, among other things:

- (a)** the title of the position and its job grade;
- (b)** the status of the position and its duration if available where the position is temporary;
- (c)** the title of the immediate superior;
- (d)** a brief description of the job;
- (e)** the shift;
- (f)** the regular requirements;
- (g)** the establishment;
- (h)** the posting period;
- (i)** the starting date, if necessary.

**(3)** The Corporation may make reasonable use of tests and exams as selection criteria, provided that the tests and exams are related to the regular requirements of the position.

A mark of sixty percent (**60%**) is required to pass these tests and exams.

**13.02** **(1)** Any regular employee shall have the right, during the posting period, **to** submit his candidacy to the Human Resources Department.

## **Article 13 - Transfers**

§ 3.02 ...

**(2)** A regular employee who has occupied a regular position for less than six **(6)** months may not submit his candidacy for a position, except when he occupies the position following a displacement as provided for in Article 14 of the Agreement.

In the case of involuntary demotion, the posting procedure shall not apply.

### **13.03**

**(1)** The Corporation shall grant the position to the most senior candidate from among those who meet the regular requirements for the position and whose performance is, at the least, satisfactory.

**(2)** The regular requirements shall be relevant and related to the position.

**(3)** The performance appraisal shall not be subject to the grievance procedure.

**(4)** The candidate shall be appointed within one (1) month following the posting, or the posting shall be deemed as cancelled.

**(5)** However, the Corporation may give priority:

- to an employee who requests a demotion;

## **Article 13 - Transfers**

13.03 (5) ... - to an employee who occupies a temporary position further to the application of Article 14.05 of the Agreement.

**13.04** Should none of the candidacies be accepted, the Corporation agrees to consider its temporary employees before recruiting from outside the Corporation.

**13.05** (1) The candidate to whom the position is granted shall have the right to a probationary period not to exceed sixty (60) days worked from the starting date. In certain skilled positions, the probationary period may be extended up to one hundred and eighty (180) days worked.

(2) The Corporation shall provide the employee with basic training during the probationary period. This training shall be provided during regular working hours. The Corporation shall assume the entire cost (100%) of this training.

(3) At any time during the probationary period, the employee may relinquish his position and return to his previous function or to an equal function.

### **Article 13 - Transfers**

13.05 (3) Where the Corporation is not satisfied with the employee, it may return him to his previous function or to an equal function during the probationary period.

**13.06** Notwithstanding the provisions of Subparagraph **12.02 (b)**, when an employee who occupies a position covered by this Agreement is transferred or promoted to a position not covered by this Agreement, he shall accumulate seniority for a period of twelve **(12)** months following his transfer or promotion to a position not covered by this Agreement. During this period, the Corporation may return the employee to his previous function or to an equal function. Following this period of twelve **(12)** months, the employee shall lose his bargaining unit seniority.

### **Article 14 - Staff Reduction**

- 14.01 (1) Where the Corporation decides to abolish a position, it shall give written notification to the Union and the employee occupying such position.
- (2) In the two **(2)** working days following such notification, the employee shall advise the Corporation in writing of his choice, in accordance with the displacement procedure stipulated below.

## **Article 14 – Staff Reduction**

14.01 (2) ... Should the employee fail to advise the Corporation within the required time limit, his name shall be placed on the recall list.

However, if the employee is seriously considering a change in locality, the Corporation **can** extend the delay.

14.02 (a) The Corporation shall reduce its staff in a given function by abolishing a position, first one held by a temporary employee and then held by a probationary employee.

(b) Thereafter, the regular employee with the least seniority in the function, the shift and the establishment in which the position is being abolished shall be the first affected.

**14.03** An employee thus affected may displace the least senior employee, provided that he meets the requirements of the function, according to the following options:

(a) In the same function **on** another shift;

(b) Within the same grade (corresponding wage schedule) on the same shift under the responsibility of his director (third level);

**Article 14 - Staff Reduction**

- 14.03
- (c) Within the same grade (corresponding wage schedule) on another shift under the responsibility of his director (third level);
  - (d) Within the same grade (corresponding wage schedule) on the same shift under the responsibility of his vice-president;
  - (e) Within the same grade (corresponding wage schedule) on another shift under the responsibility of his vice-president;
  - (f) Within the same grade (corresponding wage schedule) first in his establishment and then in the other establishments of the Corporation;
  - (g) Within a lower grade (lower wage schedule) in accordance with the rules specified in Subparagraphs (b) to (f);
  - (h) It is understood that, in the case of the above-mentioned displacement, the least senior employee to be displaced shall be an employee who works the same number of hours, without limiting the possibility of displacing a part-time employee.

**14.04** An employee thus displaced from his function shall have the right to displace another employee in accordance with the rules provided for in Paragraph 14.03.

## **Article 14 – Staff Reduction**

**14.05** An employee who, following the displacement procedure provided for in Paragraphs **14.02**, **14.03** and **14.04**, is actually laid off shall receive written notification at least one (1) week before the date of his departure, failing which he shall receive payment equal to one (1) week's salary.

In order to delay his layoff, this employee may be assigned in the following order:

- (a) to any unoccupied regular position where the employee can do the job, in accordance with the provisions of Paragraph 13.03;
- (b) to any existing temporary position in an equal or lower grade where the employee can do the job, in accordance with the provisions of Paragraph 13.03;
- (c) to any unoccupied position in an equal or lower grade where the employee can do the job, in accordance with the provisions of Paragraph **13.03**.

**14.06** (1) The displaced employee shall have the right to a probationary period not to exceed sixty (60) days worked in his new function. The Corporation shall provide

## **Article 14 - Staff Reduction**

14.06 (1) the employee with basic training during the probationary period.

(2) Where the Corporation is not satisfied with the employee, it may displace him to another function in accordance with the provisions of Paragraph 14.03.

**14.07** The Corporation may pay part of the moving costs of any employee who is displaced or recalled.

**14.08** The employee who is displaced to a lower function following the application of Paragraph 14.03 shall maintain his salary and shall no longer be on the wage schedule if his rate of pay at the time of his displacement is greater than the maximum rate of pay on the wage schedule for his new function. The employee shall return to the wage schedule of his new function, at the maximum rate of pay, as soon as such rate of pay increases sufficiently. During the period in which the employee is not on the wage schedule, he shall not receive wage increases.

The employee, however, shall be paid the rate of pay for the function occupied further to filling a posted position.

**14.09** An employee affected by a staff reduction may choose to resign, rather than take advantage of



**Article 14 – Staff Reduction**

14.09 ... the provisions of Article 14, and receive severance pay equal to two **(2)** weeks' salary for each year of service.

14.10 (1) Within a maximum period of twelve **(12)** months following his layoff, a regular employee shall be recalled in order of seniority to the function he occupied prior to his layoff, or any other regular function within the same or a lower grade, provided that he meets the regular requirements of the function. During the employee's recall to the function that he occupied prior to his layoff, the posting procedure shall be suspended.

**(2)** A regular employee may refuse a recall to another function if the number of hours or the shift differs, or if the establishment is not within a reasonable distance from his home, without losing his right to subsequent recalls.

**(3)** Recalls shall be carried out by a telephone call to the employee's last number shown on the Corporation's records. The employee shall be responsible for advising the Corporation of any change in telephone number.

The employee shall confirm, within **two (2)** working days, his acceptance to return

**Article 14 - Staff Reduction**

14.10 (3)

to work. The date of return to work shall be at least five (5) working days following the date of acceptance, unless the Corporation and the employee agree on another date. The employer shall confirm the employee's acceptance or refusal and the date of return to work by registered letter.

The employee shall report to work on the date indicated on the notification. Failure to return to work or to respond within **two (2)** working days shall be deemed as a resignation.

Where the Corporation cannot reach the employee by telephone, it shall advise him in writing to contact the Corporation within five (5) working days of the sending of the notification, failing which the employee shall be deemed as having resigned.

**Article 15 - Technological Changes**

15.01 Definition

For the purposes of this Agreement, a technological change shall be defined as a change made to the Corporation's operations through its use of new machines, new which

## **Article 15 – Technological Changes**

15.01 .. directly results in either the abolishment of one or more positions held by a regular employee, or a substantial change to the tasks involved in a position held by a regular employee, and which requires the employee to have new qualifications which are not related to those previously required.

### **15.02 Notification**

Where the Corporation decides to proceed with a technological change, it shall notify the Union in writing at least thirty (30) days prior to the date on which it intends to proceed.

15.03 Within ten (10) days of the notification provided for above, the parties shall form a joint committee, the number of members of which shall be agreed upon between the parties, and the mandate of which shall be to study and formulate any relevant suggestions, if any, to minimize the repercussions on the employees directly affected.

15.04 The Corporation shall offer a retraining and/or training program for a reasonable period to any employee affected by a technological change as defined in Paragraph 15.01.

15.05 An employee who becomes surplus shall displace another employee in accordance with the procedure provided for in Article 14. The

### **Article 15 - Technological Changes**

- 15.05 . . . employee may also choose to resign, rather than take advantage of the provisions of Article 14, and receive severance pay equal to three (3) weeks' salary for each year of service.

### **Article 16 - Wage Administration**

- 16.01 The parties agree that the clerical job evaluation method currently in effect is appropriate for establishing the relative values of jobs. The Corporation agrees to use this method to grade its jobs, and to advise the Union of the grading of jobs occupied by employees covered by this Agreement.
- 16.02 (1) If, following the coming into effect of the Agreement, a new function is created, or substantial changes are made to an existing function making it necessary to re-evaluate the function, the function shall be processed in accordance with the evaluation plan in effect.
- (2) The Corporation shall notify the Union of the creation of the new function or substantial changes to the existing function and the related wage schedule, where applicable, within fifteen (15) days of their effective date.

## **Article 16 - Wage Administration**

- 16.02 ... (3) The Union may use the grievance and arbitration procedure should it wish to contest the Corporation's decision.
- (4) Only grade changes made further to a formal request by the Union after the coming into effect of the Agreement may be retroactive when a reevaluation of the function ~~as~~ carried out according to the procedure provided for in this Article results in the function being upgraded.
- 16.03** The wage schedules for functions included in the bargaining unit are those specified in Exhibit A.
- 16.04** The rates of pay for employees who work less than the basic number of working hours per week shall not be less than the pro rata portion of the pay rates established hereunder.
- 16.05** Temporary Work Assignments
- (1) Where an employee is temporarily assigned to a job in a higher grade for one (1) week or more, pay treatment shall be determined in accordance with the provisions of Paragraph **16.09** below.
- (2) If the temporary assignment referred to in (1) above is for one (1) day or more, but less than one (1) week, the pay treatment

## Article 16 - Wage Administration

16.05 (2) stipulated in Paragraph 16.09 shall be prorated based on the number of days the employee was temporarily assigned to the higher grade.

### 16.06 Involuntary Demotion

Where an employee is involuntarily demoted following a lower job evaluation, he shall be paid as follows:

- (1) Where, at the time of demotion, his rate of pay is lesser than the maximum rate on the wage schedule of his new grade, the employee shall retain his rate of pay and receive wage increases thereafter in accordance with the conditions set forth in this Agreement for his new grade.
- (2) Where, at the time of demotion, his rate of pay is greater than the maximum rate on the wage schedule of his new grade, the employee shall retain his rate of pay and shall no longer be on the wage schedule. He shall return to the wage schedule of his new grade, at the maximum rate, as soon as such rate increases sufficiently. During the period in which the employee is not on the wage schedule, he shall not receive wage increases.

**Article 16 – Wage Administration**

16.07 Salary Increases]

- (1) The time interval from one step to the next shall be six **(6)** months.
- (2) The time interval for an employee who is hired or rehired:
  - (a) between the first and fifteenth day of a month inclusive, shall be calculated from the first fifteen **(15)** days of that month;
  - (b) on or after the sixteenth day of a month, shall be calculated from the first day of the following month.
  - (c) Wage increases shall be granted on the basis of performance in accordance with the Corporation's appraisal criteria: they may be granted at intervals specified in the wage schedules in Exhibit **A**, or may be deferred for a period determined by the Corporation. When an increase **is** deferred, the employee concerned shall be informed **of** the reasons for such action. Increases and decreases in the basic rates of pay shall not take effect while an employee is absent due to leave, accident, sickness or quarantine.

## Article 16 - Wage Administration

**16.08** The effective day for an increase shall be the first day of the bi-weekly period closest to the first day of the month.

**16.09** Promotion

When an employee is promoted, his rate of pay shall be the rate on the wage schedule of the position to which he is promoted, at the same step. The months of work accumulated since the last increase prior to promotion shall be applied on the wage schedule of the new position, provided that such months **do** not exceed six **(6)**.

**16.10** Pay Days

- (a) Wages shall be paid every alternate Wednesday at the basic rate of pay for the two **(2)** week period ending the Saturday previous to the pay day. They shall include pay for overtime work and any other additions in pay for the **two (2)** week period preceding the period for which the basic rate is paid. Pay shall be adjusted for unpaid absences which occurred during such earlier two **(2)** week period.



**Article 16 – Wage Administration**

- 16.10 (b) Where a pay day falls on a holiday, employees shall be paid on the preceding working day.
- (c) Notwithstanding the provisions set forth in (b) above, for a pay period which falls during the Christmas Holiday and the New Year's Holiday, two **(2)** additional weeks shall be required to pay overtime and any other amounts due.

**16.11** Higher Rates of Pay]

Under certain special circumstances, of which the Union shall be notified, higher rates than those called for by the wage schedules in this Agreement may be paid by the Corporation to certain employees when, in the Corporation's judgement, such rates are appropriate.

**16.12** Pay Stub]

The following details shall be included with the employee's pay:

- 1) employee's name;
- 2) period covered;
- 3) rate of pay;
- 4) gross pay;
- 5) deductions;
- 6) net pay;
- 7) overtime.

## **Article 16 - Wage Administration**

- 16.12 ... The Corporation agrees to clearly indicate Union dues on forms T-4 and Relevé 1.

## **Article 17 - Differential and Premium Pay**

### Differentials

- 17.01** Where an employee is required to work an evening or night shift, he shall be paid a differential of fifty cents **(\$0.50)** for each hour, or part thereof, which falls within the evening or night shift.
- 17.02** A differential shall not be paid for:
- (a) periods for which an employee is being paid in accordance with the terms of overtime payment;
  - (b) paid absences.

### Supervision Premium

- 17.03** An employee who is assigned, at any time, to supervise other employees in the absence of management for less than one **(1)** week shall be paid a supervision premium of eight dollars **(98.00)** where the employee is ~~so~~ assigned for a minimum of three (3) but not more than five **(5)** hours and twelve dollars **(\$12.00)** where

## **Article 17 – Differential and Premium Pay**

17.03 ... the employee is **so** assigned for more than five (5) hours in a day.

### Demonstration Premium

**17.04** An employee who occupies a job other than that of Senior Clerk currently appearing in Exhibit A, or a job which may be created during the term of this Agreement, and who is assigned to show or explain a work method or procedure, shall be entitled to receive a demonstration premium of one dollar and fifty cents (**\$ 1.50**) per hour, or part thereof, during which the employee is **so** assigned and performs such assignment. The minimum period of each such assignment shall be one (1) hour.

### Premium Pay for Change in Shift

**17.05** If an employee is given less than seven (7) days' notification of a change in his shift, he shall be paid, except as otherwise provided for in Paragraphs **17.06** and **17.07**, time and one-half for the hours worked outside the shift previously scheduled for the day, but only for the number of days by which the notification given is short of the seven (7) day notification requirement.

**17.06** Where the change is made at the employee's request, he shall be paid straight time.

## Article 17 - Differential and Premium Pay

17.07 Where the change is made in accordance with the provisions of Paragraph 18.05, no premium shall apply for the change in shift.

### Premium Pay for Consecutive Saturdays Worked

17.08 An employee who is normally scheduled to work five (5) days per week, or ten (10) days over a two (2) week period, and who, at the request of the Corporation, works at least one half-day (3.75 hours) on two (2) or more consecutive Saturdays, shall be paid, except as otherwise provided for in Paragraph 17.09, time and one-half for the hours worked between midnight Friday and midnight Saturday on the second and subsequent consecutive Saturdays so worked.

17.09 This premium shall not be granted in the case of paid absences or work hours for which an employee is receiving a rate of pay which, exclusive of shift differentials, is higher than his basic rate of pay.

### Sunday Premium Day

17.10 An employee whose normal schedule includes a shift which falls, in whole or in part, between midnight Saturday and midnight Sunday shall be entitled to Sunday premium pay. This premium is time and one-half for the hours worked on Sunday.

## **Article 17 – Differential and Premium Pay**

**17.11** This premium shall not be granted in the case of paid absences or work hours for which an employee is receiving a rate of pay which, exclusive of the differentials provided for in Paragraphs 17.01 and 17.02 and the special compensation provided for in Paragraph 17.12, is higher than his basic rate of pay.

### **New Year's Eve – Special Compensation**

**17.12** Where an employee who works the evening shift is required to work on New Year's Eve, he shall be paid double time for the hours worked between 4:30 p.m. and midnight.

## **Article 18 – Hours of Work**

### **Full-Time Employees**

**18.01** The basic hours for a full-time employee shall be 7.5 hours per day.

**18.02** The basic hours of work per week for a full-time employee shall be thirty-seven and one half (37.5) hours on the basis of a five (5) day week.

- (a) The Corporation reserves the right to spread a work week over six (6) days when and where it considers it necessary.

**Article 18 - Hours of Work**

18.02 (b) The basic hours of work may be averaged over a two (2) week period on the basis of ten (10) days totalling seventy-five (75) hours.

**18.03** Part-Time Employees]

The hours of work for employees who are scheduled to work less than the basic hours of work shall be determined by the Corporation.

**18.04** Arrangement and Assignment of Shifts]

A shift may be scheduled on any day of the week, depending on service requirements.

**18.05** Where a full-time employee is required to work on a Sunday and works his basic hours of work for that day, whether on a scheduled or non-scheduled basis, such shift shall be considered as part of the weekly schedule.

**18.06** The starting and ending time for all shifts shall be determined by the Corporation.

**18.07** Shift shall be assigned by the Corporation based on service requirements, with consideration being given to seniority within the group.

## Article 18 – Hours of Work

### **18.08**     Meal Period

The meal period shall not exceed one **(1)** hour.

### **18.09**     Rest Period

The employee shall be granted a fifteen **(15)** minute paid rest period per half-day of work. Such rest periods shall be taken as agreed upon by the employee and his immediate superior. In case of disagreement, the immediate superior shall determine the rest period based on operational requirements.

### **18.10**     Flex Time

The Corporation shall determine which departments are subject to flex time. The employee shall then choose his hours of work by reconciling departmental requirements, the spirit of cooperation among employees, and each employee's sense of responsibility.

The Corporation shall advise the Union and the employees concerned one **(1)** week prior to abolishing flex time for a department, an employee or a group of employees.

- a) The department shall establish the flex time periods within the following hour limits:

## **Article 18 - Hours of Work**

18.10 a) ...

- i) **7 am. to 9:45 a.m.**
- ii) **3:15 p.m. to 6 p.m.**

b) The core work periods are the following:

- i) **9:45 a.m. to 11 a.m.**
- ii) **2 p.m. to 3:15 p.m.**

Employees must be at work during the core periods.

## **Article 19 - Overtime**

**19.01** For a full-time employee, the term overtime means the hours worked:

- (a) in excess of 7.5 hours, whatever the **day,**
- or
- (b) on a day outside the employee's weekly schedule.

**19.02** For a full-time employee, overtime shall be paid as follows:

- (a) at the employee's hourly rate multiplied by one and one-half **for** the hours worked;



## Article 19 - Overtime

- 19.02 ..
- (b) for overtime in excess of three **(3)** hours in one **(1)** week, at the employee's hourly rate multiplied by two for the overtime hours worked;
  - (c) for overtime purposes, the applicable hourly rate is calculated by dividing the regular weekly pay appearing in Exhibit **A** by thirty-five point eighty-five **(35.85)**.

**19.03** Where a part-time employee is required to work more than his scheduled hours, whatever the day, he shall be paid straight time for up to **7.5** hours, and time and one-half for subsequent hours.

**19.04** Where a part-time employee is required to work more than his scheduled shifts in a given week, he shall be paid straight time for up to thirty-seven point five **(37.5)** hours, on the basis of ten **(10)** half-shifts, and time and one-half for subsequent hours.

**19.05** Where a part-time employee has worked a total of thirty-seven point five **(37.5)** hours, on the basis of ten **(10)** half-shifts in a given week, he shall be paid double time for any additional overtime he may work in excess of three **(3)** hours in such week.

## **Article 19 - Overtime**

- 19.06 (a) Where an employee is required to work overtime which immediately precedes or continues after his shift (continuous), he shall be paid for the total additional minutes worked in excess of nine **(9)** minutes, in accordance with the provisions of Paragraph **19.03** above.
- (b) If an employee has not been given **two (2)** hours' notice to work **one (1)** or more hours of continuous overtime (as referred to in (a) above), he shall receive one **(1)** additional hour's pay at his normal rate of **pay**.

**19.07** Where an employee is required to work two **(2)** or more consecutive hours of overtime, he shall be entitled to a paid fifteen **(15)** minute rest period, at his normal rate of pay, for these hours. The fifteen **(15)** minute rest period shall be taken before the employee works the overtime.

Where an employee works overtime during an entire shift, he shall be entitled to the same rest periods as he would have in a normal shift.

**19.08** A meal period shall not be included in the calculation of overtime, but it shall not break the continuity of such overtime.

**Article 19 - Overtime**

- 19.09**
- (a) Where an employee is required to work overtime which does not either immediately precede or continue after his shift (non-continuous), he shall be paid for the total additional minutes worked in accordance with the terms of overtime payment.
  - (b) If an employee has not been given forty-eight **(48)** hours' notice of such non-continuous overtime, he shall receive one (1) additional hour's pay.
  - (c) If the amount to which an employee would be entitled under the provisions of (a) and (b) above is less than 3.75 hours of pay, he shall receive a payment equal to 3.75 hours of pay.
  - (d) It is understood that, where an employee works overtime on a job within a lower grade than his own, his overtime payment shall be calculated by taking his regular salary and multiplying it in accordance with the procedure set forth above.
- 19.10**
- (a) The Corporation shall distribute overtime equitably, taking into consideration the qualifications required to do the work.
  - (b) Overtime shall be voluntary. However, where the number of employees is

**Article 19 - Overtime**

19 0 D insufficient, the Corporation shall assign qualified employees to do the work, in inverse order of seniority.

**Article 20 - Holidays and Scheduled Days Off**

20.01 The following shall be recognized as Corporation holidays:

New Year's Day  
Good Friday  
Easter Monday  
Victoria Day  
Saint-Jean-Baptiste Day  
Canada Day  
Labour Day  
Thanksgiving Day  
Christmas Day  
Boxing Day

20.02 Where a Corporation holiday falls on a Sunday, it shall be observed on the following day.

20.03 Where a Corporation holiday falls on a weekday, from Monday to Friday, it shall be included in the schedule for all employees for that week.

20.04 Where a Corporation holiday falls on a Saturday, the Corporation shall either include it

**Article 20 – Holidays and Scheduled Days Off**

20.04 ... in the weekly schedule of an employee or grant another day off with pay, payment of which shall be calculated in accordance with Paragraph 20.11, outside the annual vacation period on a day determined by the Corporation.

**20.05** Notwithstanding the provisions of Paragraph **20.04**, when ~~Saint-Jean-Baptiste~~ Day falls on a Saturday, the Corporation shall grant the day off the Friday immediately preceding the holiday.

**20.06** Notwithstanding the provisions of Paragraphs **20.03** and **20.04**, the Boxing Day holiday shall be governed by the following terms:

- (a) where Boxing Day falls on a Monday, it shall be observed on the following day;
- (b) where Boxing Day falls on a weekday, from Tuesday to Friday inclusive, it shall be included in the schedule for all employees for that week;
- (c) where Boxing Day falls on a Saturday and this Saturday is not included in an employee's weekly schedule, the employee shall be entitled to a day off with pay on the following Monday.

**Article 20 - Holidays and Scheduled Days Off**

Pay for Work on a Holiday

- 20.07 (a) Where a full-time employee is required to work on a Corporation holiday which is included in his weekly schedule:
- (i) he shall be paid his basic rate of pay for that day,
  - or**
  - (ii) he may be granted a day off with pay at a time convenient to him and the Corporation, provided that he works his basic hours on such holiday.
- (b) In addition, he shall be paid time and one-half for the hours worked between midnight on the eve of the holiday and midnight on the holiday.
- 20.08 (a) Where a part-time employee is required to work on a Corporation holiday which is included in his weekly schedule, he shall be paid as follows:
- (i) **10%** of his earnings, exclusive of overtime and differential payments, for the pay period immediately preceding the holiday and, in addition
  - (ii) time and one-half for the hours worked between midnight on the eve

**Article 20 – Holidays and Scheduled Days Off**

20.08 (a) (ii) of the holiday and midnight on the holiday.

(b) However, if the employee is required to work on **Saint-Jean-Baptiste** Day and if he has been on the payroll for ten (10) days between June 1st and June 23rd, the minimum payment shall be in accordance with the provisions of Paragraph 20.10.

20.09 If an employee has not been given 48 hours' notice to work on a holiday, he shall be paid double time for the hours worked up to the basic hours of work for that day, plus one (1) additional hour's pay at straight time.

20.10 Where an employee is required to work on a Saturday holiday which falls outside his weekly schedule, he shall be paid in accordance with the terms of overtime payment and shall be entitled to one (1) day off with pay as provided for in Paragraph 20.04.

Pay for Holiday not worked

20.11 Where an employee is not required to work on a Corporation holiday which is included in his weekly schedule, he shall be paid his basic rate of pay for this holiday or, if he is a part-time employee, at the rate of ten percent (10%) of his earnings, exclusive of overtime and

## Article 20 - Holidays and Scheduled Days Off

20.1 differential payments, for the pay period immediately preceding the holiday.

20.12 Notwithstanding the provisions of Paragraph 20.11, any employee who has been on the payroll for ten (10) days between June 1st and June 23rd shall be entitled to a minimum of one (1) day off with pay, at his basic rate of pay, for Saint-Jean-Baptiste Day.

20.13 Day Off with Pay]

(1) In addition to the holidays stipulated in Paragraph 20.01, each employee shall be entitled to one (1) day with pay if he is in the Corporation's employ on the day designated by the Corporation for such purpose, at his basic rate of pay or, if he is a part-time employee, at the rate of ten percent (10%) of his earnings, exclusive of overtime and differential payments, for the pay period immediately preceding the day off with pay.

(2) The day off with pay shall fall between December 1st and January 15th of the following year.

(3) Where an employee cannot be granted a day off with pay in this period because he is required to work, he shall be paid one (1) day's salary at his basic rate of pay or,



**Article 20 - Holidays and Scheduled Days Off**

20.13 (3) ... if he is a part-time employee, at the rate of ten percent (10%) of his earnings, exclusive of overtime and differential payments, for the pay period immediately preceding January 15th.

**20.14** Scheduled Days Off

The Corporation shall grant a regular full-time employee up to eight **(8)** scheduled days off with pay based on the employee's work attendance. These scheduled days **off** are acquired as follows:

**Article 20 – Holidays and Scheduled Days Off**

<b>Period</b>	<b>Working Days Worked During this Period</b>	<b>Scheduled Days Off Acquired</b>
<i>From the date of signing of the Agreement to December 31, 1999</i>	0 to 10 days	0
	11 to 20 days	.5 day
	21 to 30 days	1 day
	31 to 40 days	1.5 days
	41 days and over	2 days
<i>January 1 to March 31, 2000</i>	0 to 10 days	0
	11 to 20 days	.5 day
	21 to 30 days	1 day
	31 to 40 days	1.5 days
	41 days and over	2 days
<i>April 1 to June 30, 2000</i>	0 to 10 days	0
	11 to 20 days	.5 day
	21 to 30 days	1 day
	31 to 40 days	1.5 days
	41 days and over	2 days
<i>July 1 to September 30, 2000</i>	0 to 10 days	0
	11 to 20 days	.5 day
	21 to 30 days	1 day
	31 to 40 days	1.5 days
	41 days and over	2 days

**Article 20 – Holidays and Scheduled Days Off**

**20.15** Every year starting on October 1st, **2000**, the Corporation shall grant a regular full-time employee up to six (6) scheduled days off with pay per year based on the employee's work attendance. These scheduled days off are acquired as follows:

Period	working Days Worked During this Period	scheduled Days Off Acquired
<i>October 1 to January 31</i>	<b>0 to 12 days</b>	<b>0</b>
	<b>13 to 25 days</b>	<b>.5 day</b>
	<b>26 to 36 days</b>	<b>1 day</b>
	<b>37 to 50 days</b>	<b>1.5 days</b>
	<b>51 days and over</b>	<b>2 days</b>
<i>February 1 to May 31</i>	<b>0 to 12 days</b>	<b>0</b>
	<del>13 to 25 days</del>	<del>.5 day</del>
	<del>26 to 36 days</del>	<del>.5 day</del>
	<del>37 to 50 days</del>	<del>1.5 days</del>
	<del>51 days and over</del>	<del>2 days</del>
<i>June 1 to September 30</i>	<b>0 to 12 days</b>	<b>0</b>
	<b>13 to 25 days</b>	<b>.5 day</b>
	<b>26 to 36 days</b>	<b>1 day</b>
	<b>37 to 50 days</b>	<b>1.5 days</b>
	<b>51 days and over</b>	<b>2 days</b>

## **Article 20 – Holidays and Scheduled Days Off**

- 20.16** The scheduled days off with pay are taken at such time as agreed upon with the immediate superior. They shall be taken during the year in which they are acquired and may not be transferred from one year to the next or cashed out. Scheduled days off, however, that are acquired in the last period of the year shall be taken the following year.
- 20.17** **An** employee who resigns or whose employment is terminated shall receive compensation proportional to the acquired scheduled days off that he has not used.

## **Article 21 – Annual Vacation**

- 21.01** The employee shall be entitled to vacation with pay in accordance with the following provisions of this Article. For the purposes of determining the *quantum* of vacation to which an employee is entitled, the Corporation shall take into consideration the years of Corporation service as provided for in Article **12**.
- 21.02** (a) In the year he is hired or rehired, a full-time employee shall be entitled to one (1) day of vacation with pay for each month of service completed in that calendar year, up to a limit of ten (10) days.

## Article 21 – Annual Vacation

- 21.02 ...
- (b) A part-time employee shall be entitled to the vacation outlined in (a) above, but on a **pro rata** basis of the basic days normally worked per week.
  - (c) For the purposes of this Article:
    - (i) for an employee hired or rehired between the first and the fifteenth day of the month inclusive, service shall be counted from the first day of such month;
    - (ii) for an employee hired or rehired between the sixteenth and the last day of the month inclusive, service shall be counted from the first day of the following month.

**21.03** In the years subsequent to his hiring or rehiring, an employee shall be entitled to a vacation with pay, in accordance with the table below, in the year in which he will reach the required number of years of service. The same entitlement applies to each subsequent year, until a higher entitlement is attained as indicated in the table that follows.

**Article 21 - Annual Vacation**

<u>Years of Net Credited Service</u>	<u>Weeks of Vacation</u>
<b>1</b>	<b>3</b>
<b>10</b>	<b>4</b>
<b>18</b>	<b>5</b>
<b>25</b>	<b>6</b>

- 21.04** For the purposes of this Article, where a calendar week is spread over two **(2)** months, such week shall be considered to be in the month in which the Wednesday of that week falls. This rule shall apply in determining the end of April, for scheduling vacations in accordance with Paragraph **21.05**, or for rescheduling vacations in accordance with Paragraph **21.07**.
- 21.05** All vacations are for a full calendar year and may be scheduled between January 1<sup>st</sup> and the end of April of the following year. Vacation entitlement shall be determined based on net credited service in the year for which the vacation is granted.
- 21.06** Where a Corporation holiday falls during an employee's annual vacation, he shall be entitled to a day off with pay on a day convenient to the employee and the Corporation.

**Article 21 – Annual Vacation**

- 21.07 Where an employee takes ill or has an accident before leaving work on the last day preceding the vacation, and it is impossible for him to take his vacation, the Corporation shall reschedule such vacation at a later date in the calendar year for which the vacation is granted, or at another date in accordance with Paragraph 21.08.
- 21.08 (1) (a) The employee may take his vacation in separate weeks or in its entirety.
- (b) The vacation shall normally be taken in full weeks and start at the beginning of the calendar week.
- (2) (a) The Corporation shall prepare a vacation schedule which causes the least possible interference with the proper running of operations, before December 31st of each year; the immediate superior shall circulate the vacation schedule on which the employees may indicate, in order of seniority, their choice of vacation. The final choice of vacation shall be made **no** later than January 30th and shall be approved and posted no later than February 15th.
- (b) An employee may, upon agreement with his immediate superior, make a

## Article 21 – Annual Vacation

21.08 (2) (b) .. change to his choice of vacation, provided that such change does not affect any other choice that may have been made before.

(3) The Corporation shall honour the choice of vacation which may have been made by an employee who is displaced in accordance with Paragraph 14.02 before taking his vacation, provided that his choice has been made as stipulated in Subparagraph 21.08 (2)(a).

(4) An employee shall not have the right to carry forward his vacation, in whole or in part, to another period.

**21.09** Before taking a vacation of one (1) week or more, an employee may request an advance payment, in accordance with corporate practices, for each pay day which falls during his vacation.

**21.10** An employee shall be paid during his vacation at the basic rate of pay determined in accordance with corporate practices, but vacation pay for an employee, each year, shall not be less than **two** percent (2%) of his basic pay in the calendar year for which the vacation is granted, for each week of vacation;

in addition,



**Article 21 – Annual Vacation**

21.10 ...

(i) if an employee has less than six **(6)** years' net credited service, he shall also receive four percent **(4%)** calculated **on** any difference between his total earnings in the calendar year for which the vacation is granted and his basic pay for the calendar year,

or

(ii) if an employee has six **(6)** or more years' net credited service, he shall also receive **six** percent **(6%)** calculated **on** any difference between his total earnings in the calendar year for which the vacation is granted and his basic pay for the calendar year.

Pay in Lieu of Vacation

**21.11** An employee shall be entitled to pay in lieu of vacation in accordance with the provisions of the following paragraphs.

**21.12** Where an employee resigns, is laid off, is dismissed or has completed the work for which he was hired, he shall be granted pay in lieu of the vacation scheduled for the current calendar year. Such pay shall be calculated in accordance with paragraphs **21.13** to **21.16** inclusive.

**Article 21 – Annual Vacation**

- 21.13** An employee with less than one (1) year's net credited service shall be entitled to four percent (4%) of the wages he earned during the entire period in question, reduced by the amount of the pay corresponding with the vacation days taken during such period.
- 21.14** In the event of the voluntary departure, the dismissal or the death of an employee, all his accumulated vacation credits are paid to him or his estate as calculated on a pro rata basis in proportion to the number of months worked during the year.
- 21.15** An employee with one (1) or more years' net credited service who works less than six (6) months in the year he leaves the Corporation shall be entitled the greater of the following:
- (a) one (1) week's pay at his basic rate (or, for a part-time employee, at the pro rata proportion of his basic rate);
- or
- (b) four percent (4%) of his earnings for the current calendar year.
- 21.16** The amount of pay in lieu of vacation to be granted in accordance with paragraphs **21.14** and **21.15** shall be reduced by the amount of

## **Article 21 - Annual Vacation**

21.16 ... the pay corresponding to the vacation days taken during the current calendar year before the employee left the Corporation.

## **Article 22 - Personal Leaves**

### Bereavement Leave

- 22.01** In the event of the death of his spouse, common-law spouse, same-sex partner, son or daughter, an employee shall be granted bereavement leave with pay of up to five (5) days from his scheduled shifts in the five (5) days immediately following the death.
- 22.02** In the event of the death of his father, mother, brother, sister, father-in-law, mother-in-law, mother or father of his same-sex partner, or any other relative residing in the same permanent residence as he does, an employee shall be granted bereavement leave with pay of up to three (3) days from his scheduled shifts in the five (5) days immediately following the death.
- 22.03** When it is necessary for the employee to leave the city in which he works, the Corporation may extend the period of bereavement with pay provided for in Paragraphs **22.01** and **22.02** to a maximum of five (5) days with pay

## **Article 22 – Personal Leaves**

22.03 from the scheduled shifts in the seven (7) days immediately following the death.

**22.04** In the event of the death of his grandparent or grandchild, an employee shall be granted bereavement leave with pay of up to three (3) days from his scheduled shifts in the five (5) days immediately following the death.

**22.05** leave Without Pay

The Corporation may grant leave without pay to an employee. The granting of such leave is at the sole discretion of the Corporation.

A request for leave without pay shall be submitted in writing to the Director – Human Resources or his representative. The request shall specify the reason for the requested leave and its duration.

Upon his return to work, the employee shall return to the position he occupied before his departure or to an equivalent position.

During his leave without pay, only an employee's seniority shall accumulate. The employee may continue to benefit from his insurance coverage by paying the insurance premium in full, i.e. both the employee's and the Corporation's contribution.

## **Article 22 – Personal Leaves**

22.05 ... An employee who wishes to return to work before the end of the leave without pay shall give at least two **(2)** weeks' written notification to the Corporation in which he specifies the date of his return.

## **Article 23 – Sickness Absence**

### Absence Due to Sickness]

**23.01** An employee with six **(6)** or more months' net credited service who is absent due to sickness shall be paid for any continuous absence prior to the eighth full calendar day as follows:

- (a) an employee with six **(6)** months but less than two **(2)** years' net credited service shall be paid for that period of absence in excess of four **(4)** consecutive half-shifts;
- (b) an employee with two **(2)** years but less than four **(4)** years' net credited service shall be paid for that period of absence in excess of two **(2)** consecutive half-shifts;
- (c) with regard to the provisions in (a) and (b) above, a return to work which does not exceed two **(2)** half-shifts shall not constitute an interruption in the period of absence or the continuity of the half-

## **Article 23 – Sickness Absence**

23.01 (c) ... shifts. However, for the purposes of determining the eighth full **calendar** day of absence, any return to work shall constitute an interruption in the period of absence;

(d) an employee with four (4) or more years' net credited service shall be paid for the entire period of absence;

(e) an employee is not entitled to any pay or other benefits provided for in this Paragraph for any day which, in accordance with other provisions of **this** Agreement, entitled or entitles him to any pay or other benefits.

**23.02** Notwithstanding the provisions of Articles 10 and 11, the following procedure shall apply where the Sickness Disability Benefits Plan (SDB) and the long-Term Disability Benefits Plan (LTD) are applicable:

(a) If there **is** a disagreement between an employee's physician and the physician of the Corporation, the dispute, as described by the parties, shall be submitted to an arbitration physician selected by the parties.

(b) The arbitration physician shall, prior to rendering his decision, conduct a medical

## **Article 23 – Sickness Absence**

- 23.02 (b) ... examination of the employee, and if deemed necessary, shall consult the employee's medical record.
- (c) The arbitration physician shall provide a written explanation of his decision, and the decision shall deal uniquely with the matters in dispute as described by the parties.
  - (d) The arbitration physician shall convey his decision to the Corporation, the Union and the employee concerned within ten (10) days of the medical examination.
  - (e) The arbitration physician's decision shall be binding as of the date on which the parties receive copy thereof.
  - (f) The arbitration physician's decision is final and may not be appealed in relation to the disagreement as described by the parties.
  - (g) The arbitration physician's fees and expenses shall be assumed equally by the Union and the Corporation.

## **Article 24 – Parental Leave**

**24.01** The employee shall be entitled to maternity, adoption or parental leave in accordance with the provisions of the Labour **Standards Act**.

**24.02** In addition, a regular employee who has six **(6)** full months of continuous service with the Corporation and who meets the conditions of eligibility set forth in the applicable corporate practices shall receive a supplemental pregnancy allowance in accordance with these same practices.

**24.03** **An** employee who has six **(6)** full months of continuous service with the Corporation shall be entitled to child care or adoption leave, without pay, under the conditions of eligibility set forth in the applicable corporate practices currently in effect, or as amended from time to time following consultation with the Union.

**24.04** Starting on January 1<sup>st</sup>, 2000, an employee shall be entitled to five **(5)** days off without pay for personal or family reasons.

**Such** days off without pay are not cumulative from one year to the next. These days off shall be taken as agreed upon by the employee and his immediate superior.



## **Article 25 – Travel Time and Expenses**

### Travel Time

- 25.01** Where an employee is required to travel, at the Corporation's request, outside his normal headquarters, the time spent travelling from his home to the location where he must work outside his shift shall be considered **as** travel time, except when sleeping accommodation is provided en route. In such case, the period of time between 10 p.m. and 7 a.m. shall not be considered as travel time.
- 25.02** Travel time shall include unavoidable stopover time between connections and shall be paid at straight time.
- 25.03** Where an employee is required to travel, at the Corporation's request, **to** a work location more than fifteen **(15)** kilometres from his normal work location but inside his normal headquarters, the time spent travelling outside his shift which exceeds by fifteen **(15)** minutes or more, per one-way trip, the time normally spent travelling to his normal work location shall be considered as travel time within the meaning of this Article.

### Transportation

- 25.04** The Corporation shall pay the necessary transportation expenses that the employee incurs in doing his **job**.

### **Article 25 – Travel Time and Expenses**

- 25.05** Where an employee is required to work outside his headquarters, the Corporation shall pay approved transportation expenses between his headquarters and the location where he must work.
- 25.06** Where an employee is required to work outside his headquarters, the Corporation shall pay approved transportation expenses between the location where he must work and his headquarters once every week, provided that this does not interfere with service requirements. Time spent on such trips shall not be considered as travel time.

#### Board and Lodging

- 25.07** The Corporation shall pay an employee's board and lodging expenses during the period he is required to work outside his headquarters.
- 25.08** An employee who takes ill or meets with an accident while the Corporation is paying for his board and lodging may be returned to his headquarters at the Corporation's expense.

### **Article 26 – Cost of Living Allowance**

- 26.01** If the April 2002 Consumer Price Index (CPI) exceeds the April 2001 CPI by more than two

**Article 26 - Cost of Living Allowance**

26.01 ... percent **(2%)**, all basic salary rates in effect on June 30th, **2002** shall be increased on July 1st, **2002** by a percentage equal to the difference between:

(i) the percent by which the April **2002** CPI exceeds the April **2001** CPI

*and*

(ii) two percent **(2%)**

up to a maximum increase equal to one percent **(1%)** of basic salary.

**26.02** If the April 2003 Consumer Price Index (CPI) exceeds the April **2002** CPI by more than two percent **(2%)**, all basic salary rates in effect on June 30th, **2003** shall be increased on July 1st, **2003** by a percentage equal to the difference between:

(i) the percent by which the April 2003 CPI exceeds the April **2002** CPI

*and*

(ii) **two percent (2%)**

up to a maximum increase equal to one percent **(1%)** of basic salary.

**26.03** The CPI used for the purposes of this Article shall be the CPI - Canada All Items (last in effect prior to the signing of this Agreement)

**Article 26 – Cost of Living Allowance**

- 26.03 ... published by Statistics Canada or any successor department or agency.
- 26.04 Should the CPI be amended or discontinued, the parties agree to consult with one another to find the means to give effect to the intent of this Article.

**Article 27 – Duration**

- 27.01 This Agreement shall be effective from the date of its signing and shall expire on September 30th, 2003. The wage rates shall be retroactive to October **1st, 1998**.
- 27.02 The wage schedules appearing in Exhibit A reflect an increase in the schedules as follows:

<b>1.0%</b>	Effective October <b>1, 1998</b>
<b>1.5%</b>	Effective October <b>1, 1999</b>
<b>2.0%</b>	<b>Effective October 1, 2000</b>
<b>3.0%</b>	Effective October 1, 2001
<b>3.0%</b>	Effective October 1, 2002
- 27.03 The Corporation and the Union agree that, during the period which follows the expiry of this Agreement, the working conditions contained herein shall continue to apply until one party or the other exercises its right to strike or lockout.

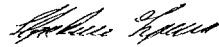
**Article 27 - Duration**

**27.04** The Exhibits and letters of Agreement constitute an integral part of this Collective Agreement.

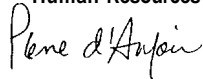
**Article 27 - Duration**

SIGNED by the parties hereto in Montréal, Québec, on this 23rd day of September 1999.

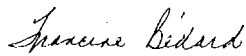
**BELLACTIMEDIA INC.**



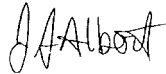
**ELIZABETH TROPEA**  
Vice-president –  
Human Resources



**PIERRE D'ANJOU**  
Director –  
Human Resources



**FRANCINE BÉDARD**  
Director – Publishing

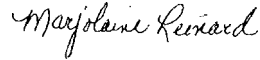


**JEAN-FRANÇOIS ALBERT**  
Manager - Personnel  
and Labour Relations

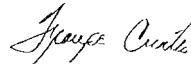
**SYNDICAT DES EMPLOYÉES A  
EMPLOYÉS  
ET DE BUREAU,  
SECTION LOCALE 57**



**SYLVIE BOUCHARD**



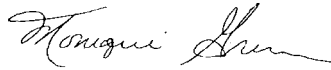
**MARJOLAINE LEONARD**



**FRANCE CURTIS**



**MANON PILON**



**MONIQUE GRENIER**



**KATERI LEFEBVRE**  
its duly authorized bargaining  
representatives

**EXHIBIT A**

**WEEKLY WAGE SCHEDULE  
EFFECTIVE OCTOBER 1st, 1998**

Step	Job	Grade	1	2	3	4	5	6	7
1	Job	Grade	342.08	346.59	356.98	370.92	396.34	442.35	473.41
2	Job	Grade	380.02	385.11	396.64	408.56	461.62	477.44	510.75
3	Job	Grade	408.39	413.58	425.94	447.31	487.74	505.12	539.05
4	Job	Grade	428.59	434.84	447.78	472.75	515.27	527.92	567.13
5	Job	Grade	460.02	465.57	479.26	496.27	551.78	574.22	605.42
6	Job	Grade	483.93	487.70	501.88	516.47	582.02	612.69	644.39
7	Job	Grade	518.42	526.86	531.69	560.84	629.79	660.80	687.70
8	Job	Grade		551.10	575.99	605.50	678.71	688.95	742.22
9	Job	Grade		590.97	607.99	646.71	744.54	718.79	820.68
10	Job	Grade			664.11	716.42		769.46	

*Note : (1) The interval from one step to the next shall be six (6) months.*

**WEEKLY WAGE SCHEDULE  
EFFECTIVE OCTOBER 1st, 1999**

**EXHIBIT A**

Step	Job Grade 1	Job Grade 2	Job Grade 3	Job Grade 4	Job Grade 5	Job Grade 6	Job Grade 7
<b>1</b>	<b>347.21</b>	<b>351.79</b>	<b>362.33</b>	<b>376.48</b>	<b>402.29</b>	<b>448.99</b>	<b>480.51</b>
<b>2</b>	<b>385.72</b>	<b>390.89</b>	<b>402.59</b>	<b>414.69</b>	<b>468.54</b>	<b>484.60</b>	<b>518.41</b>
<b>3</b>	<b>414.52</b>	<b>419.78</b>	<b>432.33</b>	<b>454.02</b>	<b>495.06</b>	<b>512.70</b>	<b>547.14</b>
<b>4</b>	<b>435.02</b>	<b>441.36</b>	<b>454.50</b>	<b>479.84</b>	<b>523.00</b>	<b>535.84</b>	<b>575.64</b>
<b>5</b>	<b>466.92</b>	<b>472.55</b>	<b>486.45</b>	<b>503.71</b>	<b>560.06</b>	<b>582.83</b>	<b>614.50</b>
<b>6</b>	<b>491.19</b>	<b>495.02</b>	<b>509.41</b>	<b>524.22</b>	<b>590.75</b>	<b>621.88</b>	<b>654.06</b>
<b>7</b>	<b>526.20</b>	<b>534.76</b>	<b>539.67</b>	<b>569.25</b>	<b>639.24</b>	<b>670.71</b>	<b>698.02</b>
<b>8</b>		<b>559.37</b>	<b>584.63</b>	<b>614.58</b>	<b>688.89</b>	<b>699.28</b>	<b>753.35</b>
<b>9</b>		<b>599.83</b>	<b>617.11</b>	<b>656.41</b>	<b>755.71</b>	<b>729.57</b>	<b>832.99</b>
<b>10</b>			<b>674.07</b>	<b>727.17</b>		<b>781.00</b>	

**Note (1) The interval from one step to the next shall be six (6) months.**



**WEEKLY WAGE SCHEDULE  
EFFECTIVE OCTOBER 1st, 2000**

**EXHIBIT A**

Step	Job Grade 1	Job Grade 2	Job Grade 3	Job Grade 4	Job Grade 5	Job Grade 6	Job Grade 7
<b>1</b>	<b>354.15</b>	<b>358.83</b>	<b>369.58</b>	<b>384.01</b>	<b>410.34</b>	<b>457.97</b>	<b>490.12</b>
<b>2</b>	<b>393.43</b>	<b>398.71</b>	<b>410.64</b>	<b>422.98</b>	<b>477.91</b>	<b>494.29</b>	<b>528.78</b>
<b>3</b>	<b>422.81</b>	<b>428.18</b>	<b>440.98</b>	<b>463.10</b>	<b>504.96</b>	<b>522.95</b>	<b>558.08</b>
<b>4</b>	<b>443.72</b>	<b>450.19</b>	<b>463.59</b>	<b>489.44</b>	<b>533.46</b>	<b>546.56</b>	<b>587.15</b>
<b>5</b>	<b>476.26</b>	<b>482.00</b>	<b>496.18</b>	<b>513.78</b>	<b>571.26</b>	<b>594.49</b>	<b>626.79</b>
<b>6</b>	<b>501.01</b>	<b>504.92</b>	<b>519.60</b>	<b>534.70</b>	<b>602.57</b>	<b>634.32</b>	<b>667.14</b>
<b>7</b>	<b>536.72</b>	<b>545.46</b>	<b>550.46</b>	<b>580.64</b>	<b>652.02</b>	<b>684.12</b>	<b>711.98</b>
<b>8</b>		<b>570.56</b>	<b>596.32</b>	<b>626.87</b>	<b>702.67</b>	<b>713.27</b>	<b>768.42</b>
<b>9</b>		<b>611.83</b>	<b>629.45</b>	<b>669.54</b>	<b>770.82</b>	<b>744.16</b>	<b>849.65</b>
<b>10</b>			<b>687.55</b>	<b>741.71</b>		<b>796.62</b>	

**Note: (1) The interval from one step to the next shall be six (6) months.**

**ASSOCIATED WAGE SCHEDULE  
EFFECTIVE OCTOBER 1st, 2001**

**EXHIBIT A**

Step	Job Grade 1	Job Grade 2	Job Grade 3	Job Grade 4	Job Grade 5	Job Grade 6	Job Grade 7
<b>1</b>	<b>364.77</b>	<b>369.59</b>	<b>380.67</b>	<b>395.53</b>	<b>422.65</b>	<b>471.71</b>	<b>504.82</b>
<b>2</b>	<b>405.23</b>	<b>410.67</b>	<b>422.96</b>	<b>435.67</b>	<b>492.25</b>	<b>509.12</b>	<b>544.64</b>
<b>3</b>	<b>435.49</b>	<b>441.03</b>	<b>454.21</b>	<b>476.99</b>	<b>520.11</b>	<b>538.64</b>	<b>574.82</b>
<b>4</b>	<b>457.03</b>	<b>463.70</b>	<b>477.50</b>	<b>504.12</b>	<b>549.46</b>	<b>562.96</b>	<b>604.76</b>
<b>5</b>	<b>490.55</b>	<b>496.46</b>	<b>511.07</b>	<b>529.19</b>	<b>588.40</b>	<b>612.32</b>	<b>645.59</b>
<b>6</b>	<b>516.04</b>	<b>520.07</b>	<b>535.19</b>	<b>550.74</b>	<b>620.65</b>	<b>653.35</b>	<b>687.15</b>
<b>7</b>	<b>552.82</b>	<b>561.82</b>	<b>566.97</b>	<b>598.06</b>	<b>671.58</b>	<b>704.64</b>	<b>733.34</b>
<b>9</b>		<b>630.18</b>	<b>648.33</b>	<b>689.63</b>	<b>793.94</b>	<b>766.48</b>	<b>875.14</b>
<b>10</b>			<b>708.18</b>	<b>763.96</b>		<b>820.52</b>	

**Note (1) The interval from one step to the next shall be six (6) months.**

**WEEKLY WAGE SCHEDULE  
EFFECTIVE OCTOBER 1st, 2002**

**EXHIBIT A**

Step	Job Grade 1	Job Grade 2	Job Grade 3	Job Grade 4	Job Grade 5	Job Grade 6	Job Grade 7
<b>1</b>	<b>375.71</b>	<b>380.68</b>	<b>392.09</b>	<b>407.40</b>	<b>435.33</b>	<b>485.86</b>	<b>519.96</b>
<b>2</b>	<b>417.39</b>	<b>422.99</b>	<b>435.65</b>	<b>448.74</b>	<b>507.02</b>	<b>524.39</b>	<b>560.98</b>
<b>3</b>	<b>448.55</b>	<b>454.26</b>	<b>467.84</b>	<b>491.30</b>	<b>535.71</b>	<b>554.80</b>	<b>592.06</b>
<b>4</b>	<b>470.74</b>	<b>477.61</b>	<b>491.83</b>	<b>519.24</b>	<b>565.94</b>	<b>579.85</b>	<b>622.90</b>
<b>5</b>	<b>505.27</b>	<b>511.35</b>	<b>526.40</b>	<b>545.07</b>	<b>606.05</b>	<b>630.69</b>	<b>664.96</b>
<b>6</b>	<b>531.52</b>	<b>535.67</b>	<b>551.25</b>	<b>567.26</b>	<b>639.27</b>	<b>672.95</b>	<b>707.76</b>
<b>7</b>	<b>569.40</b>	<b>578.67</b>	<b>583.98</b>	<b>616.00</b>	<b>691.73</b>	<b>725.78</b>	<b>755.34</b>
<b>8</b>		<b>605.31</b>	<b>632.64</b>	<b>665.05</b>	<b>745.46</b>	<b>756.71</b>	<b>815.21</b>
<b>9</b>		<b>649.09</b>	<b>667.78</b>	<b>710.32</b>	<b>817.76</b>	<b>789.47</b>	<b>901.39</b>
<b>10</b>			<b>729.43</b>	<b>786.88</b>		<b>845.14</b>	

Note : (1) The interval from one step to the next shall be six (6) months.

(2) Salary rate increases as of October 1st, 2000 do not take Paragraph 26.01 into consideration.

**LIST OF LOCALITIES**

**Applicable to all employees covered by this Agreement**

***Locality***

**Montreal**

**Laval**

LETTER OF AGREEMENT

WORKING CONDITIONS REGARDING THE  
COMPRESSED WORK WEEK

The Corporation shall determine the group of employees subject to the compressed work week. Employee participation is voluntary.

The Corporation may discontinue the compressed work week by advising the employees.

The following Subparagraphs shall not apply to employees participating in the compressed work week:

1. Paragraphs **18.01** and **18.02**.
2. Paragraph **19.01** and Subparagraph **19.09 (c)**.
3. Paragraphs **20.14** and **20.17**.

**For** employees participating in the compressed work week, the following conditions shall apply:

1. the basic hours of work for a full-time employee shall be eight **(8)** hours per day. The number of basic hours of work per two **(2)** week period shall be seventy-two **(72)** hours based on nine **(9)** days per two **(2)** week period;
2. for full-time employees, the term overtime shall mean hours worked:
  - a) in excess of eight **(8)** hours, whatever the day, or
  - b) **on a** day outside the employee's weekly schedule;
  - c) **in** Subparagraph **19.09** (c), "**3.75** hours" shall be replaced by "four **(4)** hours".

As of October 1st, **2000**, the following conditions shall apply for employees participating **in** the compressed work week:

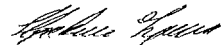
1. The basic hours of work for a full-time employee shall be eight (8) hours and ten (10) minutes per day. The number of basic hours of work per two (2) week period shall be seventy-three point five (73.5) hours based on nine (9) days per two (2) week period.
2. For full-time employees, the term "overtime" shall mean hours worked:
  - a) in excess of eight (8) hours and ten (10) minutes, whatever the day, or
  - b) one (1) day outside the employee's weekly schedule;
  - c) in Subparagraph 19.09 (c), "four (4) hours" shall be replaced by "four (4) hours and five (5) minutes".
3. Letter of Agreement regarding the attendance bonus.

The parties may agree to change the application of the provisions contained in this Letter of Agreement to implement the compressed work week in a department.

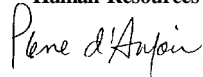


SIGNED in Montreal, on this 23rd day of September 1999.

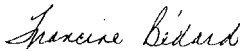
BELLACTIMEDIA INC.



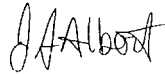
ELIZABETH TROPEA  
Vice-president -  
Human Resources



PIERRE D'ANJOU  
Director -  
Human Resources

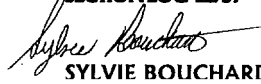


FRANCINE BÉDARD  
Director - Publishing

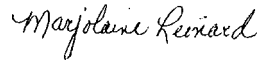


JEAN-FRANÇOIS ALBERT  
Manager - Personnel  
and Labour Relations

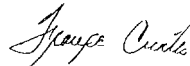
SYNDICAT DES EMPLOYÉES ET  
EMPLOYÉS PROFESSIONNELS-LES  
ET DE BUREAU,  
SECTION LOCALE 57




SYLVIE BOUCHARD



MARJOLAINE LEONARD



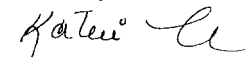
FRANCE CURTIS



MANON PILON



MONIQUE GRENIER



KATERI

its duly authorized bargaining  
representatives

**LETTER OF AGREEMENT**

**RE: TEMPORARY EMPLOYEES**

This **Letter** of Agreement shall govern the working conditions of temporary employees hired after the Collective Agreement has come into effect.

The working conditions **of** temporary employees hired before the Collective Agreement takes effect shall continue to be governed by the **provisions** of the expired Collective Agreement (1994-1995).

Only the **following** Articles and Paragraphs **of** the Collective Agreement shall apply to temporary employees:

Articles	
	1
	2
	3
	4
	6

Articles	8
	10
	11
	17.01
	18.01
	18.02
	18.08
	18.09
	20.01 to 20.13
	21.13

For any other working conditions, the provisions of the ***Labour Standards Act*** shall apply.

**A** temporary employee shall not accumulate seniority. The Corporation shall consider the candidacy of a temporary employee for a regular position. Where the Corporation is recruiting for a regular position, it shall also consider the candidacy of a temporary employee before that of an outside person.

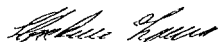
Temporary employees shall be paid on an hourly basis. The hourly rate shall be calculated by dividing the regular weekly wage appearing in Exhibit A by thirty-five point eighty-five **(35.85)**.

If the period of employment exceeds one (1) year, the temporary employee shall receive a wage increase on his service anniversary equal to the wage increase provided for in his wage progression.

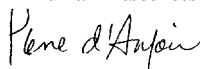
The Corporation agrees to evaluate, as of the signing of the Agreement, all temporary positions and to post regular positions, within sixty (**60**) days of the signing of the Agreement, unless its operating needs do not so permit. The Corporation shall consult with the Union in doing this evaluation.

SIGNED in Montreal, on this 23rd day of September 1999.

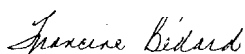
SYNDICAT DES EMPLOYÉES ET  
EMPLOYÉS PROFESSIONNELS-LES  
ET DE BUREAU,  
SECTION LOCALE 57



ELIZABETH TROPEA  
Vice-president -  
Human Resources



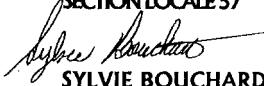
PIERRE D'ANJOU  
Director -  
Human Resources



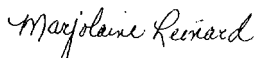
FRANCINE BÉDARD  
Director - Publishing



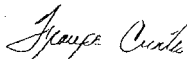
JEAN-FRANÇOIS ALBERT  
Manager - Personnel  
and Labour Relations



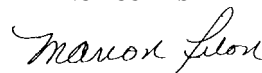
SYLVIE BOUCHARD



MARJOLAINE LÉONARD



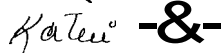
FRANCE CURTIS



MANON PILON



MONIQUE GRENIER



KATERI LEFEBVRE  
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representatives

**EXHIBIT**

LETTER OF AGREEMENT BETWEEN

BELL ACTIMEDIA INC.

AND

SYNDICAT DES EMPLOYEES ET EMPLOYES  
PROFESSIONNELS-LES ET DE BUREAU,  
SECTION LOCALE 57

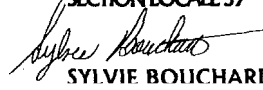
An employee who occupied a position in the bargaining unit prior to March 14<sup>th</sup>, 1996 and who now occupies a position not governed by the Collective Agreement shall be re-entitled to his seniority rights and may re-enter the bargaining unit further to obtaining a regular position in response to a posting. The Corporation shall recognize the total amount of service he accumulated as an employee in the bargaining unit plus twelve (12) months.

SIGNED in Montreal, on this 23rd day of September 1999.

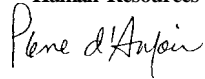
BELLACTIMEDIA INC.

SYNDICAT DES EMPLOYÉES ET  
EMPLOYÉS  
ET DE BUREAU,  
SECTION LOCALE 57

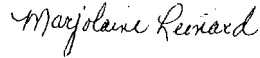
ELIZABETH TROPEA  
Vice-president -  
Human Resources



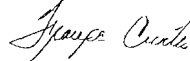
SYLVIE BOUCHARDE



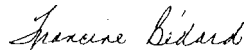
PIERRE D'ANJOU  
Director -  
Human Resources



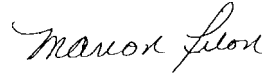
MARJOLAINE LEONARD



FRANCE CURTIS



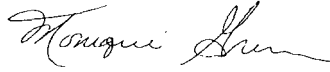
FRANCINE BÉDARD  
Director - Publishing



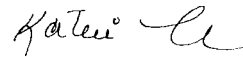
MANON PILON



JEAN-FRANÇOIS ALBERT  
Manager - Personnel  
and Labour Relations



MONIQUE GRENIER



KATERI LEFEBVRE

its duly authorized bargaining  
representatives

**MAINTAINING BENEFITS**

The Corporation shall maintain in effect for the term of the Agreement, insofar as applicable to the employees governed thereby, the benefits under the following plans, as were effective on the date of signing of this Agreement:

- Health insurance plan
- Disability benefit plans **(SDB – ADB – LTD)**
- Pension plan
- Survivor protection plan

Before making changes to benefits provided under these plans, the Corporation shall notify the Union in writing thirty (30) days in advance in order to solicit the Union's opinion in this regard. The Union shall not oppose any such change without valid reason.

Such change shall be in keeping with the relevant rules and laws.



The Corporation agrees to set up a joint committee with the Union for the purpose of examining the full range of benefits offered under the disability benefits plans (~~SDB - ADB - LTD~~). The committee shall consist of two **(2)** representatives of the Corporation and two **(2)** representatives of the Union chosen from among the employees. Committee meetings shall take place during working hours and the employees concerned shall be granted leave of absence without loss of pay. **A** Union advisor may attend the committee meetings. The committee shall make such recommendations **to** the Corporation as it deems appropriate.

TRAINING FOR FULL-TIME  
REGULAR EMPLOYEES

The parties recognize that full-time regular employees should have the opportunity to improve their skills and enhance their knowledge in order to ensure their employability.

Accordingly, within thirty (30) days of the signing of this Agreement, the parties shall create a joint training committee made up of two (2) representatives appointed from among the employees and two (2) representatives of the employer. Committee meetings shall take place during working hours and the employees concerned shall be granted leave of absence without loss of pay. A Union advisor may attend the committee meetings.

The mandate of the joint training committee is to recommend to the Corporation, a list of training courses that will allow employees to improve their skills and

knowledge toward the performance of the various jobs and duties governed by the Agreement.

To help employees reach these objectives, the Corporation shall grant all full-time regular employees one (1) career day without loss of pay per year. The employees shall choose the training courses based on their own needs, skills and career choices.

Courses offered under this Letter of Agreement shall be available during an employee's working hours.

**ATTENDANCE BONUS**

Starting on September 30th, 2000, and each subsequent year, the Corporation shall give full-time regular employees an attendance bonus, payable as follows:

<b>Date of Payment</b>	<b>Number of Working Days Worked from the Signing of the Agreement to September 30, 2000</b>	<b>Bonus</b>
September 30, 2000	0 to 25 days	0
	26 to 50 days	.5 day of regular pay
	51 to 75 days	1 day of regular pay
	76 to 100 days	1.5 days of regular pay
	101 to 125 days	2 days of regular pay
	126 to 150 days	2.5 days of regular pay
	151 days and over	3 days of regular pay

Date of Payment	Number of Working Days Worked from October 1, 2000 to September 30 of Each Year	Bonus
September 30 2001, 2002 and 2003	0 to 15 days	0
	16 to 30 days	.5 day of regular pay
	31 to 45 days	1 day of regular pay
	46 to 60 days	1.5 days of regular pay
	61 to 75 days	2 days of regular pay
	76 to 90 days	2.5 days of regular pay
	91 to 105 days	3 days of regular pay
	106 to 120 days	3.5 days of regular pay
	121 to 135 days	4 days of regular pay
	136 to 150 days	4.5 days of regular pay
151 days and over	5 days of regular pay	

**An employee who resigns or whose employment is terminated shall receive compensation proportional to the number of bonus days he has acquired.**

VARIOUS PROVISIONS

1. Employees Normand Gagnon and Gaétan Daoust shall be classified Grade 7 senior layout artists as of March 21st, 1998.
2. The arbitrator hearing group grievance No. 02-SCQ-99 filed September 23rd, 1999, shall have jurisdiction to determine whether the employer's decision is well-founded in accordance with Article 9 of Exhibit E of the expired Collective Agreement. The arbitrator's decision may be, where applicable, retroactive to March 21st, 1998.

## BACK TO WORK AGREEMENT

---

**BELL ACTIMEDIA INC.**

*(hereinafter referred to as the "Corporation")*

AND

**SYNDICAT DES EMPLOYÉES ET  
EMPLOYÉS ET DE BUREAU,  
SECTION LOCALE 57**

*(hereinafter referred to as the "Union")*

**WHEREAS** in consideration of the labour dispute that began on March 10th, 1999;

**WHEREAS** the Corporation and the Union have reached an accord on the Collective Agreement and the Back to Work Agreement constituted hereby;

The parties agree to the following terms and conditions for a settlement of the labour dispute and return to work.

## PREAMBLE

This Back to Work Agreement constitutes an integral part of the Collective Agreement reached by the above parties. The Back to Work Agreement is subject to the grievance and arbitration procedure.

### 1. End of Work Stoppage

- a) The lockout shall end effective September **27th, 1999**.
- b) **All** employees, except for temporary employees whose work agreements have expired, are called back to work as of September **27th, 1999** to perform the duties they performed and hold the positions they occupied on March **10th, 1999**. Day shift employees shall report to work at **8:15 am**, evening shift employees at **4:30 p.m.** and night shift employees at **11:30 p.m.**
- c) Any employee who does not report back to work within ten (**10**) days of the return to work notice is considered to have quit his or her **job**, barring a valid reason therefor.



- d) Employees may, instead of returning to work, opt for severance pay equal to three (3) weeks for each full year of seniority. When an employee chooses the severance pay option, his or her employment relationship with the Corporation shall be completely terminated.

## 2. Job Security

- a) Regular employees may not be laid off for a period of eight (8) months following the return to work date.
- b) Subsequently, if the Corporation subcontracts work and this causes a layoff, regular employees shall benefit from the provisions of Paragraph 1, d), In all cases other than subcontracting, Article 14,09 or 15,05 shall be applicable, depending on the case.

### 3. Seniority

The period of the labour dispute shall be included in the calculation of seniority for the purpose of the working conditions specified under the Collective Agreement.

### 4. Pension Plan

For the purpose of implementing the pension plan covering the employees governed by the Collective Agreement, the period of the labour dispute shall not be included in the calculation of continuous service.

### 5. Insurance

- a) The Corporation shall reimburse employees, upon presentation of the required documents, for any unpaid insurance claims under the insurance benefits plan, where applicable and in accordance with the appropriate coverage, for the period of the labour dispute.

- b) Employees shall submit their claims within thirty **(30)** days following the signing of the Back to Work Agreement.
  
- c) It is agreed that no salary insurance benefits shall be payable for the period of the labour dispute. Payment of any salary insurance benefits payable under the salary insurance plan to employees on leave due to accident or illness **on March 10th, 1999** will again be payable to any employees still on leave due to accident or illness as of September 27th, **1999**. Moreover, the Corporation shall not take into consideration the weeks elapsed from March 10th to September 26th, **1999** when determining the benefit amounts payable.
  
- d) Employees who are unable to return to work due **to** accident or illness will be covered by the salary insurance plan as of the return to work date specified in Article 1 without being subject to a waiting period.

6. Vacations

- a) The balance of vacation time owing to employees for 1998 shall be cashed out and payable no later than thirty (30) days following the signing of the Collective Agreement.
- b) Employees who have not taken all vacation time to which they are entitled for 1999 may opt to take it after December 1st, 1999 and before April 30th, 2000, except in exceptional cases as approved by the Corporation. Employees may also opt to cash out half (1/2) of their 1999 vacation time in lieu of the latter.
- c) As of the year 2000, the general vacation plan set forth under the Collective Agreement will be effective in its entirety.

7. Lawsuits and Disciplinary Measures

- a) The Corporation agrees that all of its officers, representatives, agents and other employees shall waive in advance the right to proceed with any action, injunction, lawsuit, grievance or legal

procedure against the Union, its officers, members or representatives further to the events that occurred during the work stoppage.

- b) More specifically, the Corporation agrees to withdraw injunction application **No. 500-05-050236-999** filed in Superior Court in the District of Montreal and **to** release the Union, its officers, members and representatives, fully, definitively and generally, of all liability for damages that it may allege to have suffered during the period of the labour dispute.
- c) The Corporation shall take no discriminatory actions, sanctions, reprisals or disciplinary measures against any of its employees because of their direct or indirect participation in the collective agreement bargaining process or their participation in the labour dispute or any event related to the collective agreement bargaining process or the labour dispute.
- d) The Union, its officers and members agree to withdraw all proceedings and complaints (especially legal complaints **Nos. 500-63-003516-991, 500-63-003514-996, 500-63-**

003515-993, 500-63-003518-997, 500-63-003517-999, 500-63-003519-995, 500-63-003521-991 and 500-63-003520-993 filed before the Labour Court) that they may have instituted during the labour dispute against the Corporation, its representatives or management personnel and to release the Corporation, its representatives and management personnel, fully, definitively and generally, for all liability for any damages they may allege to have suffered during the period of the labour dispute.

- e) The Union, its representatives, officers, agents and members waive in advance the right to proceed with any action, injunction, lawsuit, complaint, legal procedure or discriminatory action against the Employer, its representatives, officers and management personnel because of their direct or indirect participation in the collective agreement bargaining process or because of events directly or indirectly related to or arising from the labour dispute.

**8. Lump Sum Payment Further to Signing of Agreement**

- a) Any employee in the service of the Corporation on October 4th, 1998 who reports to work in accordance with Article 1 hereof, shall be entitled to a lump sum payment of five hundred dollars **(\$500)**.
- b) However, any temporary employee whose contract has expired as of the date of signing of the collective agreement who is not called back to work within sixty **(60)** days of the signing of the Collective Agreement is entitled only to retroactive pay for hours worked since October 1st, 1998.
- c) Said lump sum and retroactive amount are payable **no** later than thirty **(30)** days following the signing of the Collective Agreement.

**9. Miscellaneous**

- 1. Scheduled Days Off **(SDO)** accumulated as at March 10th, 1999 that have not been taken

under the expired Collective Agreement, are cashed out and payable no later than thirty (30) days of the signing **of** the Collective Agreement.

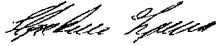
2. Eligible employees are covered by the supplemental pregnancy allowance plan (SPAP) for the period of the labour dispute.

10. Effective Date

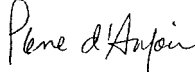
The Back to Work Agreement becomes effective as **of** the signing thereof.



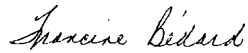
BELLACTIMEDIA INC.



**ELIZABETH TROPEA**  
Vice-president -  
Human Resources



**PIERRE D'ANJOU**  
Director -  
Human Resources

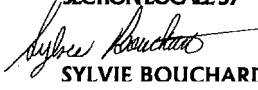


**FRANCINE BÉDARD**  
Director - Publishing

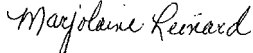


**JEAN-FRANÇOIS ALBERT**  
Manager - Personnel  
and Labour Relations

SYNDICAT DES EMPLOYÉES ET  
EMPLOYÉS PROFESSIONNELLES  
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SECTION LOCALE 57



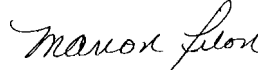
**SYLVIE BOUCHARD**



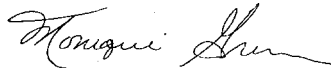
**MARJOLAINE LEONARD**



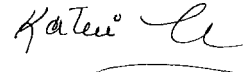
**FRANCE CURTIS**



**MANON PILON**



**MONIQUE GRENIER**



**KATERI LEFEBVRE**

its duly authorized bargaining  
representatives

