

COLLECTIVE AGREEMENT

Between

**YELLOW PAGES GROUP INC
(Hereinafter referred to as the 'Employer')**

And

**SYNDICAT DES EMPLOYÉES ET EMPLOYÉS
PROFESSIONNELS-LES ET DE BUREAU,
SECTION LOCALE 574, SEPB-COPE, CTC-FTQ
(Hereinafter referred to as the 'Union')**



October 1, 2008 – December 31, 2011

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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 Permanent, temporary, part-time and full-time employee.
- (a) Regular employee means a person who has completed his probation period.
 - (b) Temporary employee
 - i) *Temporary employee* means a person hired to replace an employee who is absent due to vacation, accident, sickness, union business, maternity leave or leave authorized by the Corporation. The Union shall be advised, via email at the time of hiring, of the names of people hired on a temporary basis, as well as the reasons and the approximate periods of employment if known, as well as the names of the persons they are replacing.
 - 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. The Union shall be advised via email at the time of hiring, of the names of persons hired on a temporary basis, the reasons, and the approximate periods of employment, if known. The working conditions applicable to temporary employees are stipulated in Appendix B.
 - (c) *Full-time employee* means an employee who is normally required to work the basic hours of work.
 - (d) *Part-time employee* means a person who holds a part-time position as stipulated in Appendix C.
- 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 that is worked, in whole or in part, between 7 a.m. and 7 p.m.
- 1.06 *Evening shift* means a shift that 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 that is worked, in whole or in part, between 11 p.m. and 7 a.m. on any day of the week.
- 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.
- 1.09 *Position*: the assignment of a salaried employee to one of the functions appearing in Appendix 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 spouse

A same sex spouse is defined as:

- a person who has been continuously cohabiting with a person of the same sex for at least one (1) year,
- and
- 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 spouse, the employee must fill out 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 that 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.

2.03 Discrimination of 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.

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 Information to the Union

- (a) The Corporation makes available to all employees covered by this collective agreement an electronic copy of the collective agreement that is in force, in English and in French. However, upon request from an employee, the Corporation shall provide a paper copy of the agreement.
- (b) The Corporation agrees to advise the Union in writing when it hires, transfers, reclassifies, promotes or changes the status of an employee.
- (c) The Corporation shall send the Union any documents regarding working conditions that it sends all of the employees governed by the Agreement.
- (d) The Corporation shall provide the Union with a complete list of temporary employees every three (3) months. The following information shall be included:
 - the name;
 - the job grade;
 - the salary.

2.07 Union communications

The Corporation shall provide the Union with one bulletin board on each floor in each of its establishments, for exclusive use of the Union to post its official documents related to Union business. The documents must be signed by a union representative.

In addition, the Employer provides a corporate email address to the Union from which the Union may send messages and documents pertaining to union business. The Director – Labour Relations must be copied on all messages sent to all employees from the Union’s email address. The Corporation reserves the right to withdraw the email address if the Union makes unreasonable use of it.

2.08 Union meeting room

A meeting room shall be reserved for the Union’s exclusive use. The Union acknowledges that the meeting room shall be used only for internal union business. At the Employer’s request, the President of the Union shall allow the Employer to use the meeting room reserved for the Union, if it is available.

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 *Commission des relations de travail du Québec*.

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 work 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

All employees governed by this Agreement shall, as a condition of their ongoing employment, pay Union dues.

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.

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 save the Corporation harmless against any claim or liability arising out of the application of this Article.

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 Time allowed to the Union for dealing with grievances

(a) Employee

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 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) Union Steward

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 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.

6.02 Time allowed to the Union for bargaining

(a) Bargaining meetings

Authorized bargaining representatives of the Union, not exceeding four (4) employees in number, are entitled to time off with pay for time devoted to collective bargaining with management. During a strike or lockout, the provisions of this paragraph shall not apply.

(b) Pre-bargaining meetings

Authorized bargaining representatives of the Union are entitled to time off with pay to attend meetings held by the Union to prepare for bargaining with the Corporation 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.

(c) Post-bargaining meetings

Authorized bargaining representatives are entitled to time off with pay to attend post-bargaining meetings up to a maximum of two (2) days per representative, provided that such meetings are held on a date agreed upon by the Corporation and the Union.

6.03 Time off to attend a congress, convention, conference, training session or meeting of the SEPB executive

The Corporation shall grant time off with pay to any employee delegated by the Union to attend a congress, convention, conference, training session or meeting of the SEPB executive. Authorization thereof shall not be unreasonably refused and shall be granted subject to the following terms and conditions:

(a) The total days of leave granted for all employees in the bargaining unit shall not exceed ten (10) working days per calendar year.

(b) No more than five (5) Union Stewards, and no more than three (3) in the same function, shall be granted such leave concurrently.

(c) An authorization request for time off shall be submitted in writing 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 and such request shall give the name of each representative concerned and the expected length of time off.

6.04 Leave without pay to attend to other Union business

Requests for leave without pay to attend to other Union business must be submitted to the Union Steward's immediate superior at least twenty-one (21) days before the start of the leave without pay.

For this time off, the Corporation shall pay the Steward, on behalf of the Union, his basic rate of pay for the entire duration of the time off without pay granted to him. 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.

6.05 Time off for internal Union business

By agreement with his immediate superior, any employee delegated by the Union to attend to Union business shall be granted leave with pay. The total number of days so granted may not exceed fifty-four (54) days per calendar year for all employees in the bargaining unit. These days may be broken down into quarter hours.

For all full-day absences, a request for leave must be submitted in writing to the immediate superior at least five (5) working days before the time the leave is required.

6.06 Time off for Labour Relations Committee business

The parties shall form a joint labour relations committee consisting of a total of six (6) members. Each party shall appoint its three (3) representatives. The purpose of the advisory committee is to study any issue, including grievances, in which the parties have a common interest in seeking a solution. The committee shall determine its operating procedures. The three (3) representatives appointed by the Union shall be released with pay.

ARTICLE 7 – HEALTH AND SAFETY

7.01 Principle

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.

7.02 Health & Safety at Work Committee

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., c. S-2.1).

ARTICLE 8 – DISCIPLINE

8.01 Method

- (a) 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.
- (b) Should a verbal warning be given to an employee, the Union must be notified immediately via email.
- (b) No employee shall receive a written reprimand or a written warning, be suspended, demoted or dismissed for any reason except for just cause.
- (d) At any time, upon request from the employee, the latter may be accompanied by a Union Steward.

8.02 Notice to the Union

- (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 employee's Union Steward as soon thereafter as possible.

8.03 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.

8.04 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.

8.05 Right to Grieve

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

8.06 Burden of Proof

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

8.07 Suspension of Seniority

A suspension shall not interrupt the employee's seniority.

8.08 Prescription on a Disciplinary Measure

- (a) A disciplinary measure shall be removed from the employee's file twenty-four (24) months following the date of said measure.
- (b) 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 9 – GRIEVANCES

9.01 Definition

- (a) *Grievance* means any disagreement over the interpretation, administration or alleged violation of any provision of this Agreement.
- (b) *Grievor* means the employee or groups of employees concerned, the Union or the Corporation.

9.02 All grievances shall be submitted in writing or electronically and shall include:

- the grievor's name;
- the nature of the grievance;
- the remedy sought from the Corporation.

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

9.04 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.

9.05 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.

9.06 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.

9.07 Step 2

Where a grievance has not been settled at Step 1, it may be submitted by the Union to the Director – Human Resources, or his representative, within ten (10) working days of the disposition of the matter at Step 1, and said Director shall have fifteen (15) working days following receipt of the grievance in which to render a decision in writing.

9.08 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 Director – Human Resources, or his representative. Such grievance shall be signed by the President or Vice-President of the Union.
- (b) The Director – Human Resources, or his representative shall meet with the President or Vice-President of the Union in an attempt to resolve the grievance. The Director – Human Resources, or his representative 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.

9.09 Corporation Grievance

- (a) The Corporation may submit a grievance directly to the President of the Union. Such grievance shall be presented by the Director – Human Resources. The President of the Union shall meet with the Director – Human Resources in an attempt to resolve the grievance.

- (b) 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.

9.10 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.

- 9.11 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.

- 9.12 Time limits may be extended by mutual written consent.

9.13 Generalities

- (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 10- ARBITRATION

10.01 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 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.

10.02 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 Québec shall appoint one, in accordance with the provisions of the *Quebec Labour Code*.

10.03 Arbitrator's Powers and Duties

- (a) 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.

- (b) 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 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.

10.04 Verdict

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

10.05 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 appendixes and other similar fees. However, a representative appointed by the Union shall be released from work during the hearing of a case at arbitration with no loss of salary.

ARTICLE 11 - SENIORITY

11.01 For employees hired before the effective date of the Agreement, the net credited service shown on the Corporation records shall be recognized as Corporation seniority.

11.02 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.

11.03 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. The Corporation shall also provide the Union with an Excel file of the list, electronically.

11.04 Probationary Period

- (a) 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.
- (b) 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.
- (c) A probationary employee who is dismissed or laid off by the Corporation shall not have any recourse to the grievance procedure

11.05 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 three (3) months in the employee's service.

11.06 Continuous Service and Authorized Absences

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

- resignation;
- dismissal for just and sufficient cause;
- 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;
- refusal to return to work as provided for in Subparagraph 16.04 of the Agreement;
- absence without notification and without a valid reason for three (3) or more consecutive working days.

11.07 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. After that period, the employee will maintain his seniority.

ARTICLE 12 - TRAINING FOR PERMANENT FULL-TIME EMPLOYEES

12.01 The parties recognize the importance of developing and updating employees' competencies to enable them to become more competent at their job, to acquire new knowledge and to facilitate their access to other jobs within the Corporation to protect their employability.

12.02 In January of each year, the Corporation prepares a grid of the normal requirements of all the jobs covered by the Union's accreditation certificate. The Union receives a copy of said grid and submits its suggestions and comments within ten (10) working days of receiving the grid.

For each job, the normal requirements are indicated as well as the training needed to acquire them.

To promote the attainment of said normal requirements, the Corporation grants all permanent full-time employees one (1) career day per year, with no loss of salary. Each employee may choose his training, according to his own needs, abilities and career choices. The training is available during the employee's working hours.

12.03 In January of each year, the Corporation prepares a list of all the employees, indicating the competencies they have in relation with the jobs covered by the Union's accreditation certificate. The Union receives a copy of said list within five (5) working days of its creation.

ARTICLE 13- TRANSFERS

13.01 Posting of positions

(a) Permanent position

When the Corporation decides to fill a vacant or newly created permanent position covered by this collective agreement, it shall post the said position on the Corporation's intranet site for a period of five (5) working days. Employees receive, via email, the job offers covered by the accreditation according to the self-identification they will have prepared in advance in Taleo (or in any other recruitment software that the Corporation may set up). A copy of all the job postings is sent simultaneously to the Union's email address.

- (b) Temporary job lasting more than six (6) months

When the Corporation decides to fill a position that is temporarily vacant or a temporary position lasting more than six (6) months, it shall proceed by posting according to the procedure described in a).

- (c) Temporary job lasting less than six (6) months

When the Corporation decides to fill a position that is temporarily vacant or a temporary position lasting less than six (6) months, it shall proceed as described in 13.03 d).

- (d) Notice of posting

The notice of posting shall include:

- The position title – the job category;
- The status assigned to the position and its term if available, if the position is temporary in nature;
- The title of the immediate superior;
- A brief description of the duties;
- The work shift;
- The work schedule if the job does not have a variable schedule;
- The normal requirements;
- The weighting of each selection criterion (communicated to the Union via email prior to posting);
- The establishment where the position is located;
- The posting period;
- The date of start of work, if known.

13.02 Submission of candidacies

- (a) Any regular employee shall have the right, during the posting period, to submit his candidacy to the Human Resources Department.
- (b) An employee who obtains a permanent position may not apply for another job during the first year of his appointment, except for cases of promotion.
- (c) An employee who obtains a temporary assignment may not, for the time he is so assigned, apply for another temporary assignment that would commence before the expected end of the first temporary assignment.

This restriction does not apply if the employee holds a temporary position as a result of bumping under Article 14 of the Agreement.

13.03 Nominations

- (a) Selection grid

A selection grid specifying the normal requirements of jobs is prepared by the Corporation. The Corporation undertakes to consult the Union when creating and updating said grid.

- (b) Normal requirements

The normal requirements shall be relevant and related to the position.

The Corporation may make reasonable use of tests and examinations as selection criteria provided these tests and examinations are related to the normal requirements of the position. An overall score of 60 percent (60%), weighted for all the employee's results on tests, examinations and interviews, shall indicate that the employee meets the normal requirements of the position.

(c) Awarding of posted positions

Posted positions are awarded to the most qualified candidate according to the recruitment process, who meets the normal requirements of the job and who is not the subject of a personal improvement plan at the time of posting. However, if a candidate has more seniority, meets the normal requirements of the job and is less than ten (10) points behind the most qualified candidate, he shall take precedence over that candidate.

If two (2) or more candidates are ranked evenly, seniority shall be the determining factor. If two (2) or more candidates have equal seniority, the position shall be granted to the candidate whose SIN has the lowest last three (3) digits.

A candidate shall be appointed within one (1) month following the end of the posting period, otherwise the posting shall be deemed to be cancelled.

The Corporation may give priority

- to an employee who requests a demotion;
- to an employee who occupies a temporary position further to the application of Article 14.06 e) of the Agreement.

(d) Awarding of non-posted positions with durations less than six (6) months

The Corporation shall award the position to the candidate with the most seniority among those who meet the normal requirements of the position according to the list of employees and their qualifications prepared in January of each year, and who are not the subject of a personal improvement plan at the time the Corporation decides to fill the position. If two (2) or more candidates are ranked evenly, the position shall be granted to the candidate whose SIN has the lowest last three (3) digits.

This procedure shall apply only to the first vacant position. Positions vacated after the initial appointment shall be filled at the Corporation's discretion.

(e) For all appointments, the Union is notified via email of the name of the employee appointed as well as the reason for the appointment, the title of the position and the starting date of the appointment.

(f) Should none of the candidacies be accepted, the Corporation will consider its temporary employees. After that, positions shall be filled at the Corporation's discretion.

(g) Candidates who were not chosen may request their test and interview results from the Human Resources Department.

(h) In the event of a grievance about the recruitment process, the burden of proof shall fall on the Corporation.

13.04 Probationary period

- (a) 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.
- (b) 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.
- (c) At any time during the probationary period, the employee may relinquish his position and return to his previous function. If the position is abolished, Article 14.04 applies.
- (d) Where the Corporation is not satisfied with the employee, it may return him to his previous function. If the position is abolished, Article 14.04 applies.

13.05 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 CUTS

14.01 Notice of layoffs

When the Corporation decides to abolish a position, it notifies the Union in writing or electronically as soon as possible.

The Corporation then notifies the incumbent of the position in question of the options available to him.

14.02 Order of layoffs

The Corporation shall layoff its staff by first abolishing the position held by a temporary employee and then that held by an employee on probation. The next employee affected shall be the permanent employee with the least seniority in the function, on the work shift and in the establishment in which the position is being abolished.

If appropriate, the Corporation applies the options set out in Articles 14.04, 14.05, 14.06 and 14.07.

The Corporation may also offer a voluntary termination package to any employee in the same function, on the same shift and in the same establishment as the position being abolished, who indicates a desire to leave, and this with the severance package stipulated in this Article.

14.03 Placement committee

A placement committee consisting of two (2) representatives of the Corporation and two (2) representatives of the Union will be created to reduce the time lags inherent in layoffs. The Committee will assess the qualifications of the permanent employee whose position has been abolished and determine the vacant position, the position that he can bump and his severance package pursuant to the relevant provisions of the collective agreement, making adaptations as necessary.

This Committee is not compulsory, and either party may decline. In that event, the process will follow the usual rules.

14.04 Options

A permanent employee whose position has been abolished has three options: accept an available vacant position, exercise his bumping rights or accept severance package.

Within three (3) working days of receiving notice of the abolition of his position, the employee shall notify the Employer in writing or via email of his choice pursuant to the procedure set out below.

If the employee fails to notify the Corporation within the required time limit, he shall receive the severance package stipulated in Article 14.07.

14.05 Option 1 - Vacant position

- (a) The Corporation presents to the employee affected by a layoff the vacant positions of an equal or lower wage scale that are available at the time of the layoff. The employee applies for a position, and it is granted to him provided that he meets the normal requirements of the job.
- (b) If the employee does not meet the requirements of the position, or if he does not successfully complete the probation period stipulated in Article 13.05, the employee shall be terminated and he shall receive the severance package stipulated in Article 14.07.

14.06 Option 2 - Bumping

- (a) A permanent employee whose position has been abolished pursuant to Article 14.02 shall bump the employee with the least seniority in the same wage scale on the same work shift provided he meets the requirements to fill the function.
- (b) If a permanent employee does not meet the requirements of the function, he shall bump, in reverse seniority order within the same salary scale, same work shift and same establishment, the employee who holds a position for which the employee whose position is being abolished meets the requirements to fill the function. The employee whose position has been abolished may bump an employee on another work shift or another establishment but under no circumstances may this employee be required to change his work shift or establishment.
- (c) An employee who may not bump pursuant to Article 14.06 b) shall exercise the same bumping rights in a lower wage scale on the same work shift.
- (d) It is clearly understood that in the bumping cases described above, the employee with the least seniority to be bumped is an employee working the same number of hours, without limiting the possibility of a full-time employee bumping a part-time employee.
- (e) To postpone his layoff, an employee may bump, at the salary rate for this position, an employee with less seniority assigned to a temporary position for more than six (6) months, at the same or a lower wage scale, provided he meets the requirements to fill the function. At the end of this temporary assignment, he shall receive the severance compensation stipulated in Article 14.07 at the salary rate for his original abolished position.

- (f) An employee bumped pursuant to this Article may bump another employee with less seniority than him, under the terms described above.
- (g) The Corporation shall provide the bumped employee with the training and support he needs in order to be able to perform his new function.
- (h) The Corporation may cover part of the costs related to moving any employee who has taken part in the bumping process.
- (i) An employee who bumps in a function with an inferior wage scale further to the application of Article 14.06 c) shall retain his salary and become red-circled if his salary rate at the time of bumping exceeds the maximum level of the scale for his new function. The employee shall be integrated at the maximum level of his new function once it has increased sufficiently to allow such integration. During the time the employee is red-circled, he shall receive his increases in the form of a lump sum payment. However, the employee shall be paid at the salary rate for the function held after obtaining a position through posting.

14.07 Severance package

An employee laid off due to staff cuts who does not invoke the provisions of Articles 14.05 or 14.06 shall receive the following:

- (a) Notice of termination of employment or compensation in lieu of notice of termination of employment pursuant to the terms of the *Labour Standards*. In the event the Corporation decides to issue the advance notice of termination of employment in the form of compensation, the employee shall continue to receive his salary for a period equivalent to the notice period. During this period, his coverage under the benefits program as well as his entitlement to the pension plan shall continue with the exception of his long-term or short-term disability coverage.
- (b) Severance equivalent to three (3) weeks for every year of service.
- (c) The Employer shall provide the services of a career transition firm to any employee with over five (5) years of service who so requests and who receives severance package pursuant to this Article. These services, lasting for a maximum of two (2) months, shall consist of the following:
 - Setting career goals and identifying potential jobs;
 - Preparing a curriculum vitae;
 - Job search strategies;
 - Interview techniques with simulation;
 - Partial psychometric assessment;
 - Administrative support.

ARTICLE 15 – RECALL LIST AND WORK RECALL PROCESS

- 15.01 An employee affected by staff cuts may choose to be placed on a recall list instead of invoking the provisions of Article 15.
- 15.02 Within a maximum period of twelve (12) months from his layoff, a permanent employee shall be recalled by seniority order in the function he held prior to layoff or in any other permanent function deemed equal or lower, provided he meets the requirements to fill the function. During recall of an employee to the function he held prior to layoff, the posting procedure shall be suspended.

- 15.03 A permanent employee may decline a recall to work in a different function if the number of hours of work or the work shift is different or if the establishment is not within a reasonable distance of his home, without losing his subsequent recall rights.
- 15.04 Recall to work is made by telephone to the employee's last telephone number indicated in the Employer's records. The employee is responsible for notifying the Employer of any change in his telephone number.
- 15.05 An employee must confirm, within two (2) working days, acceptance of his return to work. The date of return to work shall be at least five (5) working days after the acceptance date of the recall to work, unless the Employer and the employee agree to a different time. The Employer shall confirm the acceptance or refusal and the date of return to work by registered mail.
- 15.06 The employee must report for work on the date indicated on the notice. Failure to return to work or to respond within two (2) working days shall be deemed a resignation.
- 15.07 When the Employer cannot contact the employee by telephone, it shall notify him in writing to contact the Employer within five (5) working days from delivery of the notice, failing which the employee shall be deemed to have resigned.

ARTICLE 16 – TECHNOLOGICAL CHANGES

16.01 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 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.

16.02 Notification

- (a) 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.
- (b) 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

16.03 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 18.01.

16.04 An employee who becomes surplus shall bump another employee in accordance with the procedure provided for in Article 15. The employee may also choose to resign, rather than take advantage of the provisions of Article 15, and receive severance pay equal to three (3) weeks' salary for each year of service.

ARTICLE 17- WAGE ADMINISTRATION

17.01 Generalities

The purpose of this Article is to ensure maintenance of pay equity as established in the Pay Equity Act and to apply the provisions and necessary mechanisms to establish and maintain pay equity for all jobs covered by this Agreement. The analysis, description, assessment and

classification of any new or modified function are conducted using the job assessment tools used to achieve pay equity.

Request for review

If an employee or the Union finds that the description and/or conditions of execution are not representative of the duties performed, a request for review may be submitted to JAPEC through the Union party on that joint committee; if it deems fit, the Union may then send the Employer, without prejudice, all the facts justifying the request for modification, to the description or the assessment, for discussion at JAPEC.

In the aforementioned cases or when the Employer modifies or creates a job, the joint committee must meet as soon as possible.

An employee who performs only part of the duties characteristic of a job description at the Employer's request is deemed to perform the entire job.

Joint Assessment and Pay Equity Committee (JAPEC)

JAPEC consists of one (1) member appointed by the Employer and one (1) member appointed by the Union. Its terms of reference are to analyse, discuss, accept or reject everything related to a job description and/or job assessment. If the committee sees fit, it may invite an employee holding the position to be assessed, or his manager or a human resources adviser.

The Employer agrees to grant a period of leave with pay to the employee appointed to this joint committee by the Union, to investigate, study and discuss any situation related to application of this Article. At the written request of either party, JAPEC must meet within ten (10) working days.

Change in salary

In the event of reclassification of a job to a higher category, the employee shall receive, from the date the changes take effect, the corresponding salary for that pay group (that salary category) under the terms stipulated in this Agreement.

In the event of reclassification of a job to a lower category, the employee shall not suffer a cut in pay. From the date this change takes effect, the salary will be managed under the terms of Articles 19.04 (b) and 19.05 of the Agreement.

In the event a new job is created, the employee will receive the corresponding salary for that salary category under the terms stipulated in this Agreement, starting on the date this new job takes effect.

Dispute settlement procedure

Notwithstanding any other provision in this Agreement, it is agreed that any disagreement between the parties over application of this article shall be referred to arbitration.

This referral to arbitration must cite the points in dispute involving the description and assessment, as well as the corrective action sought, and a copy must be sent to the other party.

For the term of this Agreement, the parties agree to authorize one of the following arbitrators to act as arbitrator for purposes of application of this Article:

- Pierre N. Dufresne
- Marcel Guilbert

The arbitrator's powers are limited to application of the assessment plan in respect of the factors in dispute submitted to him and to the evidence presented. He has no power to make decisions that reduce, increase or alter the assessment plan. His decision is final and binds the parties. His fees shall be paid in equal shares by the parties.

17.02 The wage schedules for functions included in the bargaining unit are those specified in Appendix A.

17.03 Temporary Work Assignments

- (a) Where an employee is temporarily assigned to a job in a higher wage schedule for one (1) hour or more, pay treatment shall be determined in accordance with the provisions of Paragraph 17.06 below.
- (b) A permanent employee who receives a temporary assignment following a job posting is guaranteed the salary associated with the job in question for a minimum period of four (4) months. However, this provision does not apply in the following cases: replacement of an employee on sick leave who returns to work, and application of the provisions of Articles 13.05 (c) and 14 of the collective agreement.

17.04 Involuntary Demotion

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

- (a) 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.
- (b) 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.

17.05 Salary increases

- (a) The interval between the various grades is twelve (12) months.
- (b) The interval for an employee who is hired or rehired
 - (i) between the first and fifteenth day of the month inclusive, is calculated from the fifteenth (15) day of that month;
 - (ii) between the sixteenth and last day of the month inclusive, is calculated from the first day of the following month.
- (c) The effective date of an increase is the first day of the period of two (2) weeks closest to the first of the month.
- (d) Employees who are off-scale (red circled) shall receive the general salary increase in the form of a lump-sum payment each year until the salary scale increases to their pay level.

17.06 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 twelve (12).

17.07 Pay Day

- (a) Wages shall be paid every alternate Friday 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 period. Pay shall be adjusted for unpaid absences which occurred during this same period.
- (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.

17.08 Pay Stub

The following details shall be accessible to with the employee with his pay:

- employee's name;
- period covered;
- rate of pay;
- gross pay;
- deductions;
- net pay;
- overtime.

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

ARTICLE 18 – DIFFERENTIAL AND PREMIUM PAY

18.01 Differentials

- a) Where an employee is required to work an evening or night shift, he shall be paid a differential for each hour, or part thereof, which falls within the shift in question. For evening shifts the differential is seventy-five cents (\$0.75) and for night shifts it is one dollar twenty-five cents (\$1.25).
- b) A differential shall not be paid for:
 - i) periods for which an employee is being paid in accordance with the terms of overtime payment;
 - ii) paid absences.

18.02 Supervision and demonstration premium

A premium of eight percent (8%) of the basic hourly wage is granted to an employee for all the hours in a day:

- during which he is assigned to supervise other employees in the absence of management;

or

- for an employee who occupies a job other than that of Senior Clerk currently shown in Appendix A, or a job which may be created during the term of this Agreement, during which he is assigned to show or explain a work method or procedure.

18.03 Premium Pay for Change in Shift

- (a) 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 Paragraph 17.06, 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.
- (b) Where the change is made at the employee's request, he shall be paid straight time.

18.04 Premium Pay for Consecutive Saturdays Worked

- (a) An employee who is normally scheduled to work a maximum of five (5) days per week, or nine (9) days over a two (2) week period, and who, at the request of the Corporation, works at least one half-day (4 hours) on two (2) or more consecutive Saturdays, shall be paid, except as otherwise provided for in Paragraph 20.05 (b), time and one-half for the hours worked between midnight Friday and midnight Saturday on the second and subsequent consecutive Saturdays so worked.
- (b) 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.

18.05 Sunday Premium Day

- (a) An employee whose normal schedule includes a shift that 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.
- (b) This premium shall not be granted in the case of paid days of leave.

18.06 New Year's Eve – Special Compensation

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.

18.07 Performance premium

- (a) Based on the results of the annual performance evaluation and on the achievement of the Corporation's annual objectives, each employee is eligible for a performance bonus according to the grid below:

Proportion of premium based on the Corporation's performance	Employee's performance	Proportion of premium based on the employee's performance	Total premium
1.00%	2.50 to 3.00	2.00%	3.00%
1.00%	2.25 to 2.49	1.50%	2.50%
1.00%	2.00 to 2.24	1.00%	2.00%
1.00%	1.70 to 1.99	0.50%	1.50%
1.00%	1.00 to 1.69	0.00%	1.00%

- (b) For the first year of the application of this performance premium, all employees shall receive a minimum bonus payment of 2%.
- (c) The Corporation shall adjust the normal results curve so that there is a minimum of twenty percent (20%) of employees whose performance rating is above two point twenty-five (2.25) and a maximum of fifteen percent (15%) of employees whose performance rating is below two (2).
- (d) For permanent and temporary full-time employees, the bonus is based on the employee's regular salary.
- (e) For permanent and temporary part-time employees, the premium is based on the average number of regular hours worked by the employee during the course of the evaluation year.
- (f) Temporary employees, whether full-time or part-time, must have worked fifty percent (50%) of the year to be eligible for the performance bonus.
- (g) If an employee does not work a full year, the premium is prorated according to the number of months worked. Vacation, time off for union business and parental leave are considered time worked for the purposes of this provision, and the objective to be achieved must be adjusted accordingly.
- (h) Except for situations where a position has been abolished or the employee has retired, the employee must have been employed with the Corporation on December 31 to be eligible for the performance bonus.
- (i) The Corporation shall provide an electronic copy of all the annual objectives as soon as they have been prepared and the list of the final ratings once they have been given to employees, no later than March 31 of each year.
- (j) The Corporate Values section of the performance evaluation cannot represent more than forty percent (40%) of the total value of the performance evaluation.
- (k) In the event that the vast majority of employees in a given group do not meet the objectives that have been set, the Corporation will revise said objectives downwards.
- (l) The performance evaluation rating cannot be used as a selection criterion in the recruitment process.
- (m) Only performance evaluations with a final rating below two (2) may be contested through the grievance process.

- (n) The bonus shall be paid out no later than the end of the month of February in each year. In the event that the payment has not been made by then, a minimum of two percent (2%) shall be paid to each employee. Bonuses shall be issued as a separate payment.

ARTICLE 19 – HOURS OF WORK

Unless otherwise agreed by the parties:

19.01 Full-Time Employees

The basic hours for a full-time employee shall be eight (8) hours per day.

19.02 The average number of base hours of work per week for a full-time employee is thirty-six (36) hours spread over a maximum of five (5) days, Monday to Friday.

- (a) The basic hours of work are spread over a period of two (2) weeks totalling seventy-two (72) hours based on nine (9) days in each period of two (2) weeks.
- (b) The parties agree on the following guiding principles for managing the terms of application for setting work schedules for weeks of 32 and 40 hours:
- Cycle of twelve (12) calendar weeks
 - The manager shall identify his operating needs and communicate these to the employees four (4) weeks before the start of a cycle of twelve (12) weeks.
 - The normal work week runs from Monday to Friday.
 - Employees work an average of thirty-six (36) hours a week.
 - Full-time employees shall work a schedule of four (4) days of eight (8) hours (32 hours) during six (6) weeks and a schedule of five (5) days of eight (8) hours (40 hours) during the other six (6) weeks, which are not necessarily consecutive.
 - Employees shall draw up work schedules to meet these needs.
 - Regular pay equals thirty-six (36) hours a week regardless of whether 32 or 40 hours are worked.
 - Application of overtime after 8 hours a day or one (1) day above and beyond the employee's scheduled work week.
- (c) On advance notice of two (2) weeks, the Employer may modify the work schedule of an employee in compliance with the aforementioned provisions.

19.03 Assignment of Shifts

- (a) A shift may be scheduled on any day from Monday to Friday, depending on service requirements.
- (b) The starting and ending time for all shifts shall be determined by the Corporation.
- (c) Shifts shall be assigned by the Corporation based on service requirements, with consideration being given to seniority within the group.

19.04 Meal Period

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

19.05 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.

19.06 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 three (3) months 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:

- (i) 7 a.m. to 10:15 a.m.
- (ii) 3:45 p.m. to 7 p.m.

Employees are not required to be at work between 6 p.m. and 7 p.m.

(b) The core work periods are the following:

- (i) 10:15 a.m. to 11 a.m.
- (ii) 2 p.m. to 3:45 p.m.

Employees must be at work during the core periods.

ARTICLE 20- OVERTIME

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

- (a) in excess of 8 hours, whatever the day, or
- (b) on a day outside the employee's weekly schedule.

20.02 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;
- (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;

20.03 Continuous overtime

- (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 22.02 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.

20.04 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.

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

20.06 Non-continuous overtime

(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 four (4) hours of pay, he shall receive a payment equal to four (4) 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.

20.07 Overtime distribution

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

ARTICLE 21 – STATUTORY HOLIDAYS

21.01 The following shall be recognized as Corporation holidays:

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

In addition, starting January 1, 2012, employees shall be entitled to one (1) annual floating day off with pay. This day off is not cumulative, nor can it be taken as pay in lieu of time off. Each employee may take his day off after notifying his immediate superior when the compressed work schedule is determined.

- 21.02 Where a Corporation holiday falls on a Sunday, it shall be observed on the following day.
- 21.03 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.
- 21.04 Where a Corporation holiday falls on a Saturday, the Corporation shall either include it in the weekly schedule of an employee or grant another day off with pay, payment of which shall be calculated in accordance with Paragraph 23.10, outside the annual vacation period on a day determined by the Corporation.
- 21.05 Notwithstanding the provisions of Paragraph 21.04, when Saint-Jean-Baptiste Day falls on a Saturday, the Corporation shall grant the day off on the Friday immediately preceding the holiday.
- 21.06 Notwithstanding the provisions of Paragraphs 23.03 and 23.04, the holidays on Boxing Day and the day after New Year's Day shall be governed by the following terms:
- (a) where the holidays on Boxing Day and the day after New Year's Day fall on a Monday, they shall be observed on the following day;
 - (b) where the holidays on Boxing Day and the day after New Year's Day fall on a weekday, from Tuesday to Friday inclusive, they shall be included in the schedule for all employees for that week;
 - (c) where the holidays on Boxing Day and the day after New Year's Day fall, they are postponed to the following Monday.
- 21.07 Pay for Work on a Holiday
- (a) Where a full-time employee is required to work on a Corporation holiday which is included in his weekly schedule:
 - (b) he shall be paid his basic rate of pay for that day, or
 - (i) 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.
- 21.08 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.
- 21.09 Where an employee is required to work on a Saturday holiday, 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 23.04.
- 21.10 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.

ARTICLE 22 – ANNUAL VACATIONS

- 22.01 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.

(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.

(b) 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.

22.02 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.

Years of Service	Vacation Entitlement (weeks)
1	3
10	4
18	5
25	6

22.03 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 24.04, or for rescheduling vacations in accordance with Paragraph 24.06.

22.04 All vacations are for a full calendar year and may be scheduled between January 1st 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.

22.05 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.

22.06 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 24.07.

22.07 Annual vacations Schedule

(a) Split vacation period

(i) The employee may take his vacation in separate weeks or in its entirety.

(ii) The vacation shall normally be taken in full weeks and start at the beginning of the calendar week. However, a maximum of two (2) weeks of vacation may be taken separately in days.

(b) Establishment of a vacation schedule

- (i) The Corporation shall prepare a vacation schedule before December 31st of each year. The final choice of vacation for each year shall be made no later than January 31st and the final choices shall be posted no later than February 15th.

With respect to the choice of vacation dates, the immediate superior shall give preference to the salaried employees with most seniority in each wage scale, while ensuring continuity of operations in the workplace.

- (ii) The names of employees who are not members of the bargaining unit may not be shown on the vacation schedule.
- (iii) An employee may, upon agreement with his immediate superior, make a change to his choice of vacation, provided that such change does not affect any other choice that may have been made before.
- (iv) In the first week of December every year, and before the vacation schedule is distributed, the Union shall be informed of the vacation ratios of the various managers.

22.08 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.

22.09 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,

- (a) 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

- (b) 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.

22.10 Pay in Lieu of Vacation

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

22.11 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 24.12 to 24.15 inclusive

22.12 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.

- 22.13 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.
- 22.14 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.
- 22.15 The amount of pay in lieu of vacation to be granted in accordance with paragraphs 24.13 and 24.14 shall be reduced by the amount of the pay corresponding to the vacation days taken during the current calendar year before the employee left the Corporation.

ARTICLE 23 – BEREAVEMENT LEAVE

23.01 Bereavement leave

- (a) In the event of the death of his spouse, common-law spouse, same-sex spouse, son or daughter, an employee shall be granted bereavement leave with pay of up to seven (7) days from his scheduled shifts.
- (b) 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 spouse, 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.
- (c) Considerations in regards to bereavement leave
 - (i) If one of the events cited in Articles 25.01 (a) and (b) occurs more than one hundred sixty (160) kilometres from the employee's home, he shall be entitled to one (1) additional day of leave with pay
 - (ii) The leave stipulated in Articles 25.01 of this Article is not necessarily continuous but must be related to the event: the wake, incineration, funeral services, interment and executor's duties.
- (d) Other bereavement leaves
 - (i) 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.
 - (ii) In the event of death of a close friend, an employee is entitled to bereavement leave without pay for a maximum of one (1) day from his scheduled shifts.
 - (iii) If one of the deaths stipulated in Article 25 occurs during an employee's vacation, he may postpone the vacation days affected to a later date by agreement with the Corporation.

23.02 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 if that position has been abolished.

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.

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.

23.03 Day off for a move

When moving, employees are entitled to one (1) day of leave with pay, a maximum of once every five (5) years.

ARTICLE 24 - ABSENCE FOR SICKNESS

24.01 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-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.

24.02 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 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 25 – PARENTAL LEAVE

25.01 Personal and family days

An employee is entitled to five (5) days' leave without pay for personal or family reasons.

In addition to the five (5) days stipulated in the preceding paragraph, an employee may be granted five (5) days' leave without pay for 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.

25.02 Birth or adoption leave

An employee may be absent from work for five days at the birth of his child, the adoption of a child or where there is a termination of pregnancy in or after the twentieth week of pregnancy. The first two days of absence shall be remunerated if the employee is credited with 60 days of uninterrupted service. This leave may be divided into days at the request of the employee. It may not be taken more than 15 days after the child arrives at the residence of its father or mother or after the termination of pregnancy. The employee shall give her Employer as much advance notice as possible of her absence.

25.03 Maternity leave

(a) Duration of leave

A pregnant employee is entitled to a maternity leave without pay of not more than 18 consecutive weeks unless, at her request, the employer consents to a longer maternity leave. The employee may spread the maternity leave as she wishes before or after the expected date of delivery. However, where the maternity leave begins on the week of delivery, that week shall not be taken into account in calculating the maximum period of 18 consecutive weeks.

(b) Late delivery

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

(c) Timing of leave

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

(d) Special maternity leave

Where there is a risk of termination of pregnancy or a risk to the health of the mother or the unborn child, caused by the pregnancy and requiring a work stoppage, the employee is entitled to a special maternity leave, without pay, for the duration indicated in the medical certificate attesting the existing risk and indicating the expected date of delivery. The leave is, where applicable, deemed to be the maternity leave provided for in Paragraph (a) from the beginning of the fourth (4th) week preceding the expected date of delivery.

(e) Termination of pregnancy

Where there is termination of pregnancy before the beginning of the twentieth (20th) week preceding the expected date of delivery, the employee is entitled to a special maternity leave, without pay, for a period of no longer than three (3) weeks, unless a medical certificate attests that the employee needs an extended leave. If the termination of pregnancy occurs in or after the twentieth (20th) week, the employee is entitled to a maternity leave without pay of a maximum duration of eighteen (18) consecutive weeks beginning from the week of the event.

(f) Notice

The maternity leave may be taken after giving written notice of not less than three (3) weeks to the employer, stating the date on which the leave will begin and the date on which the employee will return to work. The notice must be accompanied with a medical certificate attesting to the pregnancy and the expected date of delivery. Where applicable, the medical certificate may be replaced by a written report signed by a midwife. The notice may be of less than three (3) weeks if the medical certificate attests that the employee needs to stop working within a shorter time.

In the event of termination of pregnancy or of premature delivery, the employee shall, as promptly as possible, give written notice to the Employer informing him of the event and of the expected date of return to work, accompanied by a medical certificate testifying to the event.

(g) Medical certificate

From the sixth week preceding the expected date of delivery, the employer may, in writing, require a pregnant employee who is still at work to produce a medical certificate attesting that she is fit to work. If the employee refuses or neglects to produce the certificate within eight days, the employer may oblige her to take her maternity leave immediately by sending her a written notice to that effect giving reasons.

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

(h) Additional maternity benefits

An employee who is permanent on the date of delivery and who is eligible to receive benefits from the Québec Parental Insurance Plan (QPIP) is entitled to an additional maternity benefit

equal to fifteen percent (15%) of her regular salary. This additional maternity benefit stipulated in Article 25.04 a), when added to the QPIP benefits, may not exceed eighty-five percent (85%) of the employee's regular salary. The maximum income eligible for the purpose of calculating the additional maternity benefit is the same as that stipulated by the QPIP.

25.04 Paternity leave

An employee is entitled to a paternity leave of not more than five consecutive weeks, without pay, on the birth of his child. The paternity leave shall not begin before the week of the birth of the child and shall not end later than 52 weeks after the week of the birth. A paternity leave may be taken after giving written notice of not less than three weeks to the employer, stating the expected date of the leave and that of the return to work. However, the notice may be shorter if the birth of the child occurs before the expected date.

25.05 Parental leave

(a) Duration

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

(b) Start of the leave

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

(c) End of parental leave

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

(d) Notice

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

(e) Notice of shortened leave

An employee may return to work before the date stated in the notice given pursuant to Article 25.06(d), provided he has given the employer written notice of not less than three (3) weeks of the new date on which he will return to work.

(f) Return to work

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

(g) Presumption of resignation

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

(h) Division of the leave

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

(i) Suspension of the leave

If the child is hospitalized during the maternity, paternity or parental leave, the leave may be suspended, following an agreement with the employer, to allow the employee to return to work during the hospitalization. In addition, an employee who, before the expiry date of the leave, sends the employer a notice accompanied by a medical certificate attesting that the state of health of the child or, in the case of a maternity leave, that the state of health of the employee requires it, is entitled to an extension of the leave for the duration indicated in the medical certificate.

25.06 General provisions

- (a) An employee's participation in the group insurance and pension plans recognized in the employee's place of employment shall not be affected by the absence from work, subject to regular payment of the contributions payable under those plans, the usual part of which is paid by the employer.
- (b) An employee may return to work before the date stated in the notice given, provided he has given the employer written notice of not less than three (3) weeks of the new date on which he will return to work.
- (c) At the end of a maternity, paternity or parental leave, the employer shall reinstate the employee in the employee's former position with the same benefits, including the wages to which the employee would have been entitled had the employee remained at work. If the position held by the employee no longer exists when the employee returns to work, the employer shall recognize all the rights and privileges to which the employee would have been entitled if the employee had been at work at the time the position ceased to exist.

ARTICLE 26 – TRAVEL TIME AND EXPENSES

26.01 Travel time

- (a) When an employee must, at the Employer's request, travel outside his home centre, the time he devotes to travel from his home to the location where he must work, above and beyond his work shift, must be deemed travel time, except where overnight accommodation is provided en route. Where applicable, the time between 10:00 pm and 7:00 am shall not be deemed travel time.
- (b) Travel time includes required waiting periods for connections and is paid at the normal rate.
- (c) When an employee must, at the Employer's request, travel to a workplace located at a distance of more than fifteen (15) kilometres from his normal workplace but within his home centre, the time he devotes to travel, above and beyond his work shift, that equals

or exceeds fifteen (15) minutes per trip beyond the time normally devoted to travel to his normal work centre will be deemed travel time under the terms of this Article.

26.02 Travel costs

When an employee is required to travel in the performance of his duties, the Employer must pay the approved costs he incurs for that purpose in accordance with the policy that applies to all Corporation employees. The Employer shall send the policy and its amendments to the President via email within fifteen (15) days of the signing of this Agreement or of an amendment thereto.

26.03 Meals and lodging

- (a) The Employer must pay an employee's meal and lodging costs during the time that employee must work outside his home centre.
- (b) An employee who becomes ill or suffers an accident when meals and lodging are paid by the Employer may be brought back to his home centre at the Employer's expense.

ARTICLE 27 – COST OF LIVING ALLOWANCE

27.01 If the January 1, 2009 Consumer Price Index (CPI) exceeds the January 1, 2008 CPI by more than two percent (2%), all basic salary rates in effect on January 1, 2009 shall be increased by a percentage equal to the difference between the percent by which the January 1, 2009 CPI exceeds the January 1, 2008 CPI and two percent (2%), up to a maximum increase equal to one percent (1%) of base salary.

27.02 If the January 1, 2010 Consumer Price Index (CPI) exceeds the January 1, 2009 CPI by more than two percent (2%), all basic salary rates in effect on January 1, 2010 shall be increased by a percentage equal to the difference between the percent by which the January 1, 2010 CPI exceeds the January 1, 2009 CPI and two percent (2%), up to a maximum increase equal to one percent (1%) of base salary.

27.03 If the January 1, 2011 Consumer Price Index (CPI) exceeds the January 1, 2010 CPI by more than two percent (2%), all basic salary rates in effect on January 1, 2011 shall be increased by a percentage equal to the difference between the percent by which the January 1, 2011 CPI exceeds the January 1, 2010 CPI and two percent (2%), up to a maximum increase equal to one percent (1%) of base salary.

27.04 In all the cases stipulated above, the salary increase, if applicable, shall apply retroactively to January 1 of each year. The payment shall be issued no later than February 15 of the year in question.

ARTICLE 28 – TERM

28.01 This collective agreement shall take effect on the day it is signed and shall expire on December 31, 2011. Only the salary rates are retroactive to October 1st, 2008.

28.02 During the period following expiry of this Agreement, the Corporation and the Union agree that the working conditions contained herein shall continue to apply until either party exercises the right to strike or lockout.

28.03 The Exhibits and Letters of Understanding constitute an integral part of this Collective Agreement.

ARTICLE 29 – SIGNATURE

IN WITNESS WHEREOF the authorized representatives of the contracting parties have signed this collective agreement this 16th day of February 2009.

YELLOW PAGES GROUP COMPANY

**Syndicat des employées et employés
professionnels-les et de bureau (SEPB),
section locale 574, CTC-FTQ**

Dominique Vallée
Director - Operations

Manon Pilon
Union President

Dominic Proulx
Senior Manager – Labour Relations

Marjolaine Léonard
Union Vice-President

Benoît Dupras
Human Resources Consultant

Johanne Prud'homme
Treasurer

Monique Grenier
Secretary

Réal St-Pierre
Union Consultant

APPENDIX A – WAGE SCALES

Salary structure from first pay period in October 2008

	WS 1	WS 2	WS 3	WS S 4	WS 5	WS 6	WS 7
Step 1	\$ 12.70	\$ 13.87	\$ 15.03	\$ 16.20	\$ 17.37	\$ 18.54	\$ 19.71
Step 2	\$ 14.17	\$ 15.48	\$ 16.78	\$ 18.09	\$ 19.39	\$ 20.70	\$ 22.00
Step 3	\$ 15.82	\$ 17.27	\$ 18.73	\$ 20.19	\$ 21.65	\$ 23.10	\$ 24.56
Step 4	\$ 17.66	\$ 19.28	\$ 20.92	\$ 22.54	\$ 24.17	\$ 25.79	\$ 27.41
Step 5	\$ 19.71	\$ 21.52	\$ 23.35	\$ 25.16	\$ 26.98	\$ 28.80	\$ 30.61

Note: Increase of 3.55%

Salary structure from first pay period in January 2010

	WS 1	WS 2	WS 3	WS S 4	WS 5	WS 6	WS 7
Step 1	\$ 13.04	\$ 14.24	\$ 15.43	\$ 16.64	\$ 17.84	\$ 19.04	\$ 20.24
Step 2	\$ 14.55	\$ 15.90	\$ 17.24	\$ 18.58	\$ 19.92	\$ 21.25	\$ 22.59
Step 3	\$ 16.25	\$ 17.74	\$ 19.23	\$ 20.73	\$ 22.23	\$ 23.73	\$ 25.23
Step 4	\$ 18.13	\$ 19.80	\$ 21.48	\$ 23.15	\$ 24.82	\$ 26.49	\$ 28.15
Step 5	\$ 20.24	\$ 22.11	\$ 23.98	\$ 25.84	\$ 27.71	\$ 29.57	\$ 31.43

Note: Increase of 2.70%

Salary structure from first pay period in January 2011

	WS 1	WS 2	WS 3	WS S 4	WS 5	WS 6	WS 7
Step 1	\$ 13.39	\$ 14.63	\$ 15.85	\$ 17.09	\$ 18.32	\$ 19.56	\$ 20.79
Step 2	\$ 14.94	\$ 16.33	\$ 17.70	\$ 19.08	\$ 20.45	\$ 21.83	\$ 23.20
Step 3	\$ 16.69	\$ 18.22	\$ 19.75	\$ 21.29	\$ 22.83	\$ 24.37	\$ 25.91
Step 4	\$ 18.62	\$ 20.34	\$ 22.06	\$ 23.78	\$ 25.49	\$ 27.20	\$ 28.91
Step 5	\$ 20.79	\$ 22.70	\$ 24.63	\$ 26.54	\$ 28.45	\$ 30.37	\$ 32.28

Note: Increase of 2.70%

APPENDIX B – TEMPORARY EMPLOYEES

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

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

- 1
- 2
- 3
- 4
- 6
- 7
- 9
- 10
- 18.01
- 19.01
- 19.02
- 19.06
- 20
- 21.01 à 21.10
- 22.13

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.

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.

APPENDIX C – PART-TIME EMPLOYEES

The collective agreement applies to part-time employees with the following amendment :

1. Work week

Unless otherwise agreed by the parties, all part-time positions must consist of a minimum of twelve (12) hours and a maximum of twenty-five (25) hours per week, spread over the period of Monday to Friday. Each day of work must consist of a minimum of four (4) hours.

2. Schedule planning

A calendar of schedules will be drawn up by the manager every four (4) weeks. Employees will select their schedule for the four (4) weeks by seniority. This calendar will be posted 48 hours before the start of the period in question.

3. Overtime

A part-time employee who works more than seven point two (7.2) hours per day or thirty-six (36) hours per week shall have his salary increased by fifty percent (50%) for the hours in excess of those thresholds. Overtime work which exceeds three (3) hours in the course of a day or of a week shall be paid at the employee's hourly rate plus one hundred percent (100%) for the extra hours worked.

4. Work schedule

When he is hired, the employee indicates his availability and the Corporation establishes a work schedule in accordance with that availability.

The Corporation sends the Union a copy of the employee's work schedule as soon as he is hired.

In the event that the Corporation changes the work schedule, it shall notify the Union and the employees concerned one (1) week in advance.

Every four (4) weeks, a list of part-time employee availability will be drawn up based on the following criteria:

- The availability list covers a period of four (4) weeks.
- Part-time employees indicate on the list their availability outside their regular work schedule.
- When the manager plans unscheduled hours of work, he will make assignments based on seniority, on a rotating basis and based on the availabilities provided by the employee.
- A part-time employee is never required to agree to work additional hours unless he has indicated his availability through the availability list. He may, however, decline an assignment if faced with an emergency.

It is agreed that part-time employees may not work for a period of less than four (4) hours a day.

5. Seniority

A part-time employee with permanent status accumulates seniority at the rate of one (1) day of seniority for every seven point two (7.2) hours of pay, to a maximum of thirty-six (36) hours per week. It is agreed that a part-time employee may not accumulate more than one (1) year of seniority during a calendar year.

6. Holidays

A part-time employee is eligible for the holidays stipulated in Article 20.01 that coincide on days when he normally would have to work.

In the event that an employee has not benefited from the guarantee of eleven (11) days, prorated to his paid hours (compared with 1,950 hours) for the year ending on December 31, the Corporation will pay him the difference in cash, no later than the third (3rd) week of January.

7. Vacation

A permanent part-time employee is entitled to vacation leave prorated to the base number of days of work normally performed in a week.

Service recognized	Weeks of vacation	Percentage of salary
Less than 1 year	2*	4
1	3	6
10	4	8
18	5	10
25	6	12

* prorated to the base number of days of work normally performed in a week.

Example 1:

An employee with 5 years of recognized service and working part-time 2 days a week (15 hours) is entitled to 6 days of vacation, that may be taken over 3 weeks.

Example 2:

An employee with 6 months of recognized service working part-time 2 days a week (15 hours) is entitled to 2 days of vacation that may be taken over two weeks.

If, during the year, an employee on several occasions works more than the 15 or 22.5 hours a week scheduled, he will receive the percentage (based on years of service) for the difference between his total income in the calendar year for which the vacation is granted and his base salary for the calendar year.

8. Bumping

A part-time employee may be affected by the staff reduction process and the bumping procedure will apply in the same manner as to a full-time employee.

9. Quotas

During the term of the collective agreement, the Employer agrees not to create part-time positions that effectively increase the percentage of part-time employees in the bargaining unit to more than 15 percent of the total number of permanent employees.

The Employer also agrees not to implement staff cuts of permanent full-time employees that would effectively increase the percentage of part-time employees in the bargaining unit to more than 15 percent of the total number of permanent employees.

LETTER OF AGREEMENT #1

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.

LETTER OF AGREEMENT #2

GRIEVANCES 03-SCQ-2005 AND 08-SCQ-2005 ON BENEFITS

Subject to their respective rights, the parties agree to renew Letter of Understanding No. 1 from the 2003-2006 collective agreement and to suspend the hearing of grievances 03-SCQ-2005 and 08-SCQ-2005 until an arbitration award is rendered in the cases of grievances 26-VRE-2005 and 46-VRE-2005 by the Syndicat des employées et employés professionnels-les et de bureau, Local 574, Yellow Pages Group – Sales Unit.

At that time, the parties will decide whether there are grounds to proceed with the hearing of grievances 03-SCQ-2005 and 08-SCQ-2005. If the parties decide to proceed with the hearing, the arbitration award to be rendered shall also apply for the full term of the collective agreement from 1 October 2006 to 30 September 2008.

LETTER OF AGREEMENT #3

PENSION PLAN

The parties agree to establish a joint committee of four people, two (2) Union representatives and two (2) Corporation representatives. The committee's primary mission will be to discuss sound management of the pension plan. The committee will meet twice a year. If it sees fit, the committee may also make recommendations to the Corporation on the future of the pension plan.

LETTER OF AGREEMENT #4

PARKING

The Employer will provide permanent employees using their vehicle to travel to work with a free parking space, limited to the existing outdoor parking spaces at 16 Place du Commerce, Île des Sœurs. This agreement takes effect upon signing of the collective agreement and ends upon expiry of the collective agreement.

LETTER OF AGREEMENT #5

EXTRINSIC EVIDENCE

The parties agree that no communication, verbal or in writing, exchanged between the parties during the bargaining period leading to this collective agreement may be brought before any tribunal whatsoever, and in particular, without restricting the foregoing, before a grievance arbitrator.