

COLLECTIVE AGREEMENT

intervene on July 24th, 2009

in accordance with the capacities of the
Code du travail
of the province of Quebec

between the

**SYNDICAT DES FONCTIONNAIRES
MUNICIPAUX DE MONTRÉAL (SCFP)**
(Hereinafter referred to as the Union)

and the

CITY OF CÔTE SAINT-LUC
(Hereinafter referred to as the City)

for the period understood between
July 1st, 2006
and December 31st, 2012

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SECTION 1 PURPOSE OF THE COLLECTIVE AGREEMENT AND PARTNERSHIP

1.01 Purpose of the Collective Agreement

The current Collective Agreement is aimed at maintaining and promoting orderly and harmonious relations between the contracting parties, establishing and maintaining working conditions (to ensure that they are respected by the parties in a fair and equitable manner), and fostering the prompt settlement of any disagreement, dispute, grievance or litigation that may arise between the parties.

1.02 Partnership

The parties agree to provide the highest quality of service to the public, to collaborate in seeking solutions to improve the City's efficiency at reasonable costs, and to regularly review the work organization and put in place mechanisms outlining new practices in labour relations.

1.03

The Employer and the Union recognize the inter-dependence between work and home life. To help the Employee to reconcile the duties and obligations arising from their Job with their obligations towards their family (children, spouse, parents, dependants), the parties agree to collaborate in seeking solutions aimed at attaining these objectives.

1.04 Language

The French and English texts of the Collective Agreement are both official. The two texts are equal to the best knowledge of the parties.

SECTION 2 DEFINITIONS

Preamble

In the interest of brevity, any reference to the masculine gender shall apply equally to persons of the feminine gender. Any reference made to the feminine or masculine gender is only to indicate a specific person.

For the purpose of applying the Collective Agreement, the expressions below shall have the following meaning.

2.01

- a) **Employer:** This term designates the City of Côte Saint-Luc.
- b) **Human Resources Department:** This term designates and refers to the City of Côte Saint-Luc's Human Resources Department as represented by the Director of Human Resources.
- c) **Union:** This term designates and refers to the *Syndicat des fonctionnaires municipaux de Montréal*, local section 429 (SCFP).
- d) **Union Representative:** This term designates a white collar Union Representative chosen by virtue of the Union's regulations. The Union must provide the names of its Union Representatives to the Employer within ten (10) days of the signing of the Collective Agreement and no later than ten (10) days following any change of Union Representatives. The Employer shall acknowledge the Union Representatives once the Union gives written notice of their nomination.

2.02

Employee: The term used in the Collective Agreement and schedules refers to any Employee who works for the Employer.

- a) **Permanent Employee:** This term designates every Employee nominated as such in accordance with the provisions of the Collective Agreement.
- b) **Employee on Probation:** This term designates every Employee nominated as such in accordance with the provisions of the Collective Agreement.
- c) **Auxiliary Employee:** This term designates and refers to an Employee represented by the Union who is hired on a temporary basis to perform tasks covered by the Union accreditation.
- d) **Full-time Employee:** This term designates every Employee hired as such to work for the number of hours outlined in subsection 17.01.
- e) **Part-time Employee:** This term designates every Employee hired to work for fewer hours than those outlined in subsection 17.01.
- f) **Seasonal Employee (recreation):** This term designates every Employee hired for a Position that is limited to eight (8) months between the months of September and April based on working conditions defined in Schedule A-3.
- g) **Student:** This term designates every Employee who is pursuing his studies in a recognized institution of learning, who is hired for a Position covered by the certificate of accreditation and who is hired between May 1st and September 15th. The working conditions for Students are outlined in Schedule A-2.

The hiring of Student Employees must neither limit the number of Permanent Employees nor cause any placed on availabilities.

2.03 Seniority

The Seniority date for Employees covered by the Collective Agreement is calculated retroactively to the date of the last hiring.

2.04 Month of Service

This term designates one (1) calendar month during which the Employee was remunerated by the Employer or benefited from the short-term disability referred to in subsection 30.01 for a period of more than half the number of working days of the month.

2.05 Transfer

This term designates the displacement of an Employee from one Position to another in the same Job or the same classification.

2.06 Promotion

This term designates the displacement of an Employee from a Position in his current classification to another Position with a higher classification.

2.07 Assignment

This term designates the nomination, on a voluntary basis, of an Employee from one Position to another one or from a recall list. This nomination can be on a Permanent or temporary basis.

2.08 Job

This term designates and refers to a Position or a group of Positions whose most important and significant tasks are equivalent.

2.09 Position

This term designates all the tasks carried out by only one (1) person.

2.10 Job Evaluation

This term designates the determination of the relative value of Jobs within the bargaining unit.

2.11 Normalized Requirements

The normalized requirements for a Job are those agreed to in the Job description; that is, the academic training recognized by the Ministry of Education and the pertinent required work experience or a combination of the two as outlined in Schedule H.

2.12 Pertinent Experience

This term designates the knowledge and professional aptitudes required for the Job in question as outlined in the Job description and in the skills required for the Job.

2.13 Overtime

The term designates any Job performed by an Employee at the request of his immediate supervisor, over and above the number of regular hours of work per day or per regular workweek or the number of hours worked by an Employee during a statutory holiday or a day off, unless it is exceptional short-

term work that by its nature requires continuity or work that, if abandoned, will cause prejudice; in other words, work that requires special analysis or monitoring.

2.14 Organizational Structure

This term designates one or several organizational subdivisions created by the Employer. The organizational structure falls within the City's jurisdiction and is for information purposes only unless the parties agree otherwise.

2.15 Periodic salary

This term designates the annual salary divided by one thousand eight hundred and twenty (1820) hours and multiplied by the number of weekly hours outlined in the work schedule, subject to the maximum number of hours of a regular workweek.

2.16 Place on Availability

The term designates the situation of a Permanent Employee whose Position or Job is abolished and who has not been permanently nominated to another Position.

SECTION 3 MANAGEMENT RIGHTS

It is the exclusive jurisdiction of the Employer to direct, manage and administer its business in accordance with its obligations and the terms of this Collective Agreement.

SECTION 4 UNION ACCREDITATION AND SCOPE

4.01 Union Accreditation

The Employer recognizes the Union as the only representative and agent of the Employees subject to the Union accreditation

issued by the *Commission des relations de travail*, as well as any modifications or corrections that are made and that could be made.

4.02 Scope

The Collective Agreement applies to all Employees covered by the Union accreditation defined in subsection 4.01.

4.03 Work Assigned to Employees

- a) All work assigned to Employees covered by subsection 4.02 of the present Collective Agreement cannot be performed by others.
- b) Notwithstanding the provisions of the Collective Agreement, the Employer has the right to participate in Job creation programs or in Job placement programs in accordance with the standards of these programs. These programs should not last more than six (6) months.
- c) The Employer can use the services of an intern for a predetermined period of time; the provisions of the Collective Agreement do not apply to this intern. Internships are part of a general training program. Interns are hired to do a Job related to their studies and they are paired with at least one Employee. The Employer shall inform the Union of the presence of every intern and the predetermined duration of the internship.
- d) The Employer and the Union recognize the existence of volunteer programs as of the date of the signing of the current Collective Agreement and that these volunteer programs can continue to be operational in their present form. These programs are as follows:

- First responders at Emergency Medical Services (EMS);
- Voluntary Citizens On Patrol (VCOP);
- Home delivery Service at the library;
- Accompaniment program for the elderly at the library;

as well as all other programs that exist outside the Services currently offered by Employees covered by the certificate of accreditation. The parties agree that no new tasks covered by the certificate of accreditation may be added to the above-mentioned programs without an agreement between the parties.

Moreover, the Employer can create other volunteer programs as long as no task covered by the certificate of accreditation is performed by volunteers, unless agreed to between the parties.

4.04

No agreement relating to working conditions other than those outlined in the Collective Agreement is valid without the written approval of the Union and the Human Resources Department.

SECTION 5 UNION SECURITY

5.01 Union Dues

As a condition of hiring and maintaining their Job, every Employee subject to the Collective Agreement must agree to a deduction by the Employer of an amount equivalent to the dues stipulated by the Union. This deduction shall be made starting from the Employee's first pay.

5.02 Resignation from the Union

Every Employee subject to the Collective Agreement who is or

who becomes a member of the Union must remain a member of the Union for the duration of the Collective Agreement. He can resign from the Union in accordance with the appropriate provisions of the *Labour Code* (L.S.Q., c. C-27) regarding the period of application for certification.

5.03 Remittance of Sums

The Employer shall remit to the Union on a monthly basis the amounts collected by the Employer pursuant to subsection 5.01, together with information regarding the Union contribution made by Employees.

5.04 Union Leave

The Union shall provide to the Employer a list of members of Union committees and executive officers within thirty (30) calendar days of their designation.

a) Union Hours Bank

The Employer shall grant a maximum of one hundred and forty (140) cumulative hours of absences per calendar year with remuneration for all Employees designated by the Union for Union activities.

Moreover, the Employer shall grant a credit of thirty (30) cumulative hours of absences per calendar year to the Union for Health and Safety Union Representatives and for PAM Representatives.

After depletion of the days of absences outlined in this subsection, Employees designated by the Union can be absent with pay as long as the Union reimburses the Employer the sum of their salary corresponding to the absences.

b) Leave for Union Business

- An Employee who is a member of the committees mentioned below or any joint committee, who is called upon to discuss a case relating to the current Collective Agreement or to a law, the pension plan or any other joint meeting held during working hours may be absent from his work without loss of wages. The designated members must be from two different departments, unless agreed to otherwise with their immediate supervisor.
- In case of absences to attend Union proceedings, the designated members must be from two different departments, unless agreed to otherwise with their immediate supervisor.
- Unless in a case of emergency, an Employee who is absent for Union activity must complete the Absence for Union Activity Form in Schedule E, and give the form to his immediate supervisor at least forty-eight (48) hours prior to the leave and send a copy to his designated Union Representative.
- An Employee who is absent for Union activities pursuant to the current Collective Agreement cannot lose any rights emanating from the Collective Agreement.

c) Grievances

After agreement with the Employee's immediate supervisor, one (1) of the Union Representatives and/or (1) Union adviser [maximum of two (2) persons] have the right to meet the complainant without loss of wages. The meeting must be held at a place determined by the Human Resources Department. This right must be exercised in a reasonable fashion.

In the case of an arbitration hearing, one (1) Union Representative has the right to attend the arbitration hearing without loss of wages. The same applies to the Employee designated by the Union and to any Employee who is called as a witness before the grievance arbitrator or any other authority by virtue of labour laws.

d) Negotiations

During Union negotiation meetings, conciliation meetings or any other joint meeting between the Employer and the Union, a maximum of two (2) Union Representatives (excluding the SCFP Union advisers) representing the Union can attend the meetings without loss of wages. During these meetings, the Union Representatives are deemed to be at work. For every meeting day, a day of preparation is granted to the Union Representatives without loss of wages if needed and with the permission of the Human Resources Department.

e) Union Elections

1. The Union must notify the Human Resources Department at least five (5) days before the election date.
2. At the time determined by his immediate supervisor, the Employee may be granted leave for a maximum of one (1) hour without loss of wages to register his vote either in advance of being absent or on the day of the general or complimentary Union elections for Union management Positions (President, Secretary General, Vice President, Treasurer-Archivist).

f) Union Position

At the request of the Union, the Employer shall grant leave from his Job to a maximum of one (1) Employee to occupy a full-time Union Position.

1. The Employer pays the delegated Employee his salary and all premiums related to his Job every pay period.
2. The Employer deducts from the wages of the Employee on Union leave the Employee's portion of his pension plan contribution.
3. For the purposes of the pension plan and Seniority, the length of time during which the Employee is on Union leave is counted.
4. An Employee on Union leave maintains his rights to employment insurance and to group life insurance and the rights emanating from the Collective Agreement, with the exception of vacation pay, payments for statutory holidays, mobile hours, and vacation days mentioned in paragraph a) of subsection 27.01 and the application of the provisions of subsection 19.07.
5. The Union must notify the Employer in writing, at least fifteen (15) working days before the expiration of an Employee's period of Union leave. The Employee is re-integrated into his Job or to an equivalent Job and receives the salary which he would have earned had he remained in the Job.
6. An Employee on Union leave continues to accumulate the credit for hours of illness to which he is entitled.
7. Upon presentation of an invoice, the Union commits to reimburse the following to the Employer:
 - the salary of any Employee on Union leave and any premium related to his Job;
 - the Employer's contribution to the pension plan and the Quebec Pension Plan (QPP);

- the amount disbursed by the Employer for employment insurance, life insurance and for the Quebec health insurance plan (QRIP);
 - the amount disbursed by the Employer for employment insurance, the Quebec Parental Insurance Plan (QPIP) and for the *Commission de la santé et de la sécurité du travail* du Québec (CSST);
 - all other amounts that the Employer would have had to pay by virtue of a law;
 - during the month of May every year, the amount of money representing the number of sick days accumulated by the Employee on Union leave for the period from May 1st to April 30th.
8. When an Employee is granted leave from his Job by virtue of subsection 5.04 f) to occupy a Union Position, the balance of his vacation days are preserved but cannot be used and no vacation credit may be granted to him during this period. When the Employee returns to his Job, his vacation credits are put back in his bank.

On May 1st following his re-integration, the Employee will receive full vacation credits.

g) Union Adviser

An Employee may obtain unpaid leave to occupy a Position within the Syndicat canadien de la fonction publique (SCFP). The Employee retains the Seniority acquired at the time of his departure and continues to accumulate Seniority as though he had continued working for the Employer. When the Employee ceases to occupy a Position within the Syndicat canadien de la fonction publique (SCFP), the

Employer is required to reintegrate him in his Job or in an equivalent Job. This privilege is granted only to a maximum of one (1) Employee at a time. The Union must notify the Employer, in writing, at least fifteen (15) working days before the end of the Employee's Union leave.

SECTION 6 STATUS

6.01

- a) No Employee required to accomplish tasks covered by this Collective Agreement for the Employer can have a status other than that of "Permanent Employee," "Part-Time Employee," "Auxiliary Employee," "Student," or "Seasonal Employee at Recreation."
- b) Every document relating to the hiring of an Employee must mention the Employee's status.
- c) The Employer may put an end to an Employee's probation period if the Employer considers that the Employee does not have the skills and the aptitude necessary for the Job. This decision cannot be subject to a grievance or be presented for arbitration.

6.02 Probation period for a Permanent Position (full-time or part-time)

- a) The period following the hiring of an Employee during which the Employer deems the professional aptitudes of the Employee in the Job for which he was hired.

The Employee is nominated Permanently to this Position if he completes the six (6) month-probation period to the Employer's satisfaction. During the probation period, the Employer may request that the Employee take a medical

exam to confirm that his health is compatible with the requirements of the Job for which he was hired. If the Employer terminates the Employee's probation period, the Employee will cease receiving his salary and must be immediately thanked for his services.

For a Part-Time Employee, the probation period is counted in hours and is nine hundred and ten (910) hours or a period of twelve (12) months, whichever comes first.

During the probation period, the Employee is subjected to all provisions of the Collective Agreement and enjoys all benefits outlined in the Collective Agreement.

Any absence of ten (10) working days or more, except for annual vacation, extends the probation period for an equivalent length of time.

- b) At all times, this period can be extended for a period not exceeding three (3) months at the request of the Employee's manager. The reasons for the extension shall be given to the Union.
- c) When the Employee has completed his probation period, his status as a Permanent Employee is retroactive to his first day of hiring.
- d) An Auxiliary Employee who occupied the same Position during the year prior to his nomination as a Permanent Employee shall have his probation period stipulated in paragraph 6.03 a) or b) as the case may be, reduced by the number of weeks during which he occupied that Position. However, the probation period cannot be less than eight (8) weeks.

6.03 Hiring of Auxiliary Employees

An Auxiliary Employee is hired to:

- replace an Employee who is temporarily absent;
- to replace an Employee who is on part-time leave;
- to fill a vacant Position or a newly created Position due to a temporary increase in the workload for a maximum period of twelve (12) months. However, in the case of special projects, the maximum duration is extended to thirty-six (36) months. The thirty-six (36) month period may be extended after agreement with the Union.
- to perform tasks of a seasonal nature that would not justify the nomination of a Permanent Employee.

The Auxiliary Employee's employment ends when the Job for which he was hired is completed. The name of the Auxiliary Employee is then included on the recall list.

The nomination of an Auxiliary Employee by the Employer should not have the effect of limiting the number of Permanent Positions.

6.04 Probation Period for an Auxiliary Employee

An Auxiliary Employee, who, within a period of twelve (12) consecutive months, has worked nine hundred and ten (910) regular hours in a Job governed by the current Collective Agreement, is deemed to have successfully completed his probation period. The effective date of Seniority corresponds to the first day of work during the period of employment.

Notwithstanding the previous subsection, an Auxiliary Employee recalled to work who has two (2) years of continuous

service with the Employer is deemed to have completed his probation period. The effective date of Auxiliary Seniority corresponds to the first day worked during the period of employment.

6.05

When a Position becomes vacant following the departure of an Auxiliary Employee due to lack of work, the Employer can only rehire the Auxiliary Employee or any other Auxiliary Employee to fill this Position after a period of three (3) months has elapsed.

6.06

The Employer transmits to the Union on a monthly basis a copy of decisions relating to the hiring and departure of Employees.

SECTION 7 REGARD FOR OTHERS

7.01

The parties agree that any form of harassment is not desirable and must not be tolerated. The Employer must prevent such behaviour by reasonable means and, when such behaviour is brought to the Employer's attention, the Employer must have the behaviour stopped.

7.02 Psychological Harassment

The parties agree that "psychological harassment" means an injurious behaviour manifested through either behaviours (shouting, undue anger, blows on the wall, throwing of objects, pushing...), words, acts or repeated actions that are hostile or undesired, that undermine the dignity or psychological or

physical integrity of the Employee and that create a hurtful work environment for Employees.

Serious Incident

A single serious incident can also constitute psychological harassment if it undermines and produces a continuously hurtful effect for the Employee.

7.03

The parties agree to co-operate in order to prevent all forms of psychological harassment by:

- discussing any problem relating to the above-mentioned topic and encouraging prevention by all the Employees in all forms;
- remedying any situation or reported actions as soon as possible;
- encouraging every Employee who is a victim or who thinks he is a victim of harassment to contact the persons identified by each of the parties;
- creating a joint action plan to be followed in the case of a complaint.

SECTION 8 ACQUIRED RIGHTS

Unless expressly stipulated or stipulated otherwise in the present Collective Agreement, an Employee retains all the privileges, benefits and acquired rights that he currently enjoys. However, the agreement shall take precedence for the purposes of interpretation. These acquired rights shall only apply to the departments where they were actually consented to.

SECTION 9 ORGANIZATIONAL STRUCTURE

9.01 Rules in Case of Division, Merger or Change of Structure

- a) If, through legislation or otherwise, there is a division, merger or change of the Employer's legal structure, Employees covered by the present Collective Agreement shall maintain the rights, privileges and benefits that they enjoy under the Collective Agreement. Furthermore, the rights acquired by the Union and by Employees under present labour laws or arising from the Collective Agreement shall be respected in case of a division, merger or change of the Employer's legal structure.
- b) The Employer agrees, if necessary, to first negotiate with the Union the terms under which the new Employer(s) must commit to respect the provisions of the Collective Agreement.

9.02 Integration of an Employee in the Certification Unit

Subject to any applicable legislative provision, if, by legislation or otherwise, an Employee is integrated in the Union certification unit defined in subsection 4.01 following a transfer of jurisdiction or competency, the Employer agrees, if necessary, to first negotiate with the Union the terms of such integration.

9.03 Organizational Structure

A copy of the administrative structure in force is to be submitted to the Union within thirty (30) days after the Collective Agreement is signed. Thereafter, on a yearly basis, an up to date as of January 1st copy is submitted to the Union within thirty (30) days after the start of the year.

Any modification of the organizational structure that is in place on January 1st must be presented to the Union latest ten (10) working days before it goes into effect.

SECTION 10 CONTRACT WORK

10.01

- a) Any work currently assigned to Employees covered by the Union certification must continue to be performed by these Employees.
- b) However, the Employer may contract or subcontract work or a service currently performed by Employees who are covered by the Union certification if:
 - such Employees are not available in sufficient numbers;
 - such Employees do not have the required expertise to perform the work or deliver the service and that the lack of required expertise cannot be corrected within a reasonable time;
 - Employees do not have the required or appropriate tools, equipment or material to perform the work or service required.
- c) Nevertheless, such a contract or subcontract should not entail the abolition of a Permanent Position, placed on availabilities, or a reduction in the number of hours normally worked by Employees.
- d) The aforementioned notwithstanding, activities assigned or conferred by the Employer can continue to be assigned or conferred by the Employer.

- e) In the case of a grievance regarding the application of the present subsection, submitted to arbitration, the Employer has the burden of proof.

SECTION 11 ABOLITION OF JOBS AND POSITIONS

11.01

If, by legislation or otherwise, there is a division, merger, annexation or change in the Employer's administrative structure, as a result of, or during technical or technological improvements, as a result of modifications in work processes, due to the assignment of work on contract or as a result of a staff surplus, Employees governed by the present agreement shall neither be terminated, placed on availability, nor experience any salary reduction and shall conserve all the rights, privileges and benefits that they enjoy pursuant to the present Collective Agreement. Furthermore, the acquired rights of the Union and Employees under current labour laws or under the Collective Agreement shall be maintained.

The Employer agrees to first negotiate with the Union the terms under which a new Employer or new Employers must commit to respecting the provisions of the present Collective Agreement.

11.02

- a) The Employer has the right to abolish any Position or Job. The aforementioned notwithstanding, the Employer is committed to maintaining a minimum of seven (7) Permanent full-time Positions in public security, excluding the Position of secretary.
- b) When the Employer abolishes a Position or Job, it informs the Employees concerned and the Union in writing thirty

(30) days prior to the abolition. If a Position remains vacant for a period of sixty (60) working days, this Position will automatically be considered as having been abolished.

11.03

For the application of the present subsection, only an Employee who has been Employed by the Employer for at least twelve (12) months can exercise his rights to Seniority.

- a) If more than one Employee occupies a Position in the Job affected by the abolition, the choice is offered to the Employee with the highest Seniority.

If no Employee accepts to be temporarily placed on availability, the Employee with the least Seniority in a Position of the Job affected by the abolition shall be placed on availability temporarily.

- b) An Employee who is affected by the situation described in the preceding subsection can be transferred to a Position that is temporarily vacant without loss of wages or without being placed on availability, at the Employer's discretion.
- c) The Employer must inform Employees on temporary placed on availability of any vacant Positions.
- d) The Seniority rules outlined in Section 19 notwithstanding, when a Permanent or Auxiliary Position with a similar or lower salary becomes vacant or is newly created, the Employee on temporary placed on availability shall go through the interview process before the Position is posted, so that he can be reassigned as soon as possible. If the vacant or newly created Position comes with a higher salary, the rules for filling a Position apply.

- e) During the abolition of a Position, the Employer may offer a financial settlement as defined in subsection 11.04.
- f) If the Employer deems it necessary, it shall give the required training during working hours to the Employee whose Position or Job has been abolished.

11.04 Severance Clause

- a) Following the application of subsection 11.02, the Employer may offer to terminate the employment of an Employee who is affected by this abolition in return for a severance payment. If the Employer decides to offer such a payment, the Employee concerned as well as the Union shall meet the Employer in order to consider the offer. Nevertheless, the Employee has no obligation to accept it.
- b) The settlement shall not exceed two (2) weeks of severance pay per year of service up to a maximum of one year's base salary unless the parties agree otherwise. If an Employee's period covered by the severance pay is long enough to qualify him for retirement, his severance pay will be calculated in the pension plan.

SECTION 12 LEGAL AID

12.01

- a) Subject to paragraphs b) and c), the Employer shall assume, at its expense, the defence of any Employee who is charged before a tribunal as a result of events that occur while performing their duty or as a result of the exercise of his duties and agrees to indemnify the Employee from any obligation, judgement or costs resulting from such a lawsuit, on condition nevertheless that the actions for which the Employee is being reproached do not constitute gross negligence. For

the purpose of the present Section, the Employer reserves the right to choose the lawyer(s) to represent the Employee who is so charged. However, the Employee can hire one (1) or more lawyers of his choice at his expense.

- b) If, while performing his duty, and with the Employer's consent an Employee uses a vehicle belonging to the Employer or leased by the Employer, the Employer agrees to hold this Employee free of any third-party claim for damages caused by the use of this vehicle, unless this Employee is found guilty of a violation of the *Criminal Code* (R.S.Q. 1985, ch. C-46) related to the use of this automobile.

The aforementioned provisions notwithstanding, the parties agree that the Employer is not obliged to defend or indemnify the Employee when he violates the *Highway Safety Code* on his own initiative in violation of the Employer's instructions or the generally recognized uses of the vehicle.

- c) The protection envisaged in the preceding paragraph is also accorded by the Employer to any Employee who, while performing his duties, and with the Employer's assent, is a passenger in a vehicle belonging to the Employer or that is leased by the Employer.
- d) If, with the Employer's assent and in accordance with Section 31, an Employee uses his personal automobile while performing his duties, the Employer agrees to hold said Employee harmless of any third party claim for damages caused by the use of this automobile, but only if this Employee is not found guilty of any violation of the *Highway Safety Code* related to the use of this automobile.
- e) If, with the assistance of the Employer, an Employee would like to institute legal action against an individual as a result of events that occur while performing his duties or as a

result of the exercise of his duties, the Union may submit his case to the Employer for discussion. The Employer's decision can only be contested before the Labour Relations Committee and cannot be subject to a grievance.

SECTION 13 LABOUR RELATIONS COMMITTEE

Union Representatives have the power to discuss, resolve or attempt to resolve any Employee-Employer grievance, misunderstanding and conflict on behalf of an Employee or former Employee.

The committee is mandated to examine and make recommendations on labour relations issues.

13.01

The Employer and Union agree to maintain a Labour Relations Committee made up of a maximum of three (3) representatives from the Employer and the Union respectively. However, for specific issues, each party may include a resource person in addition to the persons already designated.

13.02

The committee meets during normal working hours and the Union Representatives are deemed to be at work without loss of wages.

This committee meets when needed and at the written request of any of the parties, and adopts any procedure that it deems appropriate for its operation.

13.03

The committee's mandate includes all the issues covered by the various committees envisaged in the Collective Agreement

with the exception of the Occupational Health and Safety Committee or any other committee agreed to by the parties.

SECTION 14 POSTING OF UNION MESSAGES

14.01

In offices with at least one (1) Employee, the Union posts on various boards designated by the Employer and accessible to all Employees, official notices related to its Union, social and cultural issues, excluding any text that is political in nature.

The Union may also transmit information concerning the Union through appropriate electronic means in a reasonable manner and frequency.

The Union recognizes that the Employer may also post notices for Employees as well as other official announcements on the same boards.

14.02

The Union transmits to the Human Resources Department within twenty-four (24) hours a copy of any document posted or transmitted electronically using the Employer's equipment.

SECTION 15 OCCUPATIONAL HEALTH AND SAFETY

15.01

Every Employee is entitled to a work environment that respects his physical and psychological health, his safety and his physical integrity.

The Employer promises to maintain adequate safety, hygiene, aeration, heating, humidity and lighting conditions in the work-

place and shall comply with all the rules prescribed by law regarding the safety, hygiene and health of its Employees, especially the *Loi sur la santé et la sécurité du travail* (R.S.Q., c. S-2.1).

15.02

The Employer and Union mutually agree to cooperate in order to prevent work accidents and promote the safety and health of Employees.

15.03

- a) When necessary, the Employer must immediately provide first aid and ensure that Employees who are victims of industrial accidents or who suddenly fall ill while at work are if needed transported, at its expense, to a health professional, to a health facility or to the Employee's residence.
- b) The Employer shall provide the Union from the moment it becomes aware of the occurrence all information regarding every industrial accident or professional disease.

15.04

In spite of contradictory or incompatible provisions, an Employee who volunteers to take the first-aid course offered as part of his Job or as part of the emergency measures program shall have his schedule modified based on the hours when the first-aid course is given, with his supervisor's consent.

When the duration of the first-aid course is shorter or longer than the number of hours that the Employee would normally have worked based on his schedule, the Employee is authorized to work for the equivalent of the number of hours missing or to continue the course at a later date, with his supervisor's consent, for the equivalent number of excess hours.

When the Employee must take the first-aid course on his day off, he is also authorized to have the day off at a later date with his supervisor's consent.

15.05 Concept of Establishment

The parties agree that the certificate of accreditation is considered as an establishment for the purposes of occupational health and safety and that all the Employer's activities related to the certificate of accreditation are covered by the present Section.

15.06 Occupational Health and Safety Committee

The Employer and the Union agree to maintain an Occupational Health and Safety Committee so that occupational health and safety problems can be taken into consideration and recommendations implemented.

15.07

The Occupational Health and Safety Committee is composed of two (2) Employer representatives and two (2) Union Representatives.

15.08 Mandate

The mandate of the Occupational Health and Safety Committee is as follows:

1. to approve health programs that are developed, if necessary;
2. as part of prevention programs, to establish training and information programs on occupational health and safety;
3. to select resources and personal protective equipment that

comply with the regulations and are best suited to the needs of workers of the establishment;

4. to review other components of the prevention program and make recommendations to the Employer;
5. to participate in identifying and assessing the risks related to Jobs and to work performed by workers as well as in identifying contaminants and hazardous materials present in various Jobs;
6. to keep a log of industrial accidents, occupational diseases and their likely causes;
7. to receive copies of accident notices and investigate the causal events or events that are likely to cause an industrial accident or occupational disease and submit appropriate recommendations to the Employer and the *Commission de la santé et de la sécurité du travail* (CSST);
8. to receive suggestions and complaints from workers, the Union and the Employer regarding occupational health and safety, take them into consideration, record them and respond;
9. to receive and review reports of inspections conducted on the premises;
10. to receive and review the work of the prevention representative.

15.09

The committee meets during normal working hours and the Union Representatives sit on the committee without loss of wages and are deemed to be at work.

15.10

This committee meets every three (3) months or based on the needs of and at the written request of any of the parties, and adopts any procedure that it deems appropriate for its internal operation.

15.11

The Union must provide the Human Resources Department the names of the Union Representatives who have to be given leave to attend meetings of the Occupational Health and Safety Committee at least one (1) week in advance. The Human Resources Department must inform the Employee's supervisor that the Representatives have been granted leave.

15.12 Expanded Meeting

At the request of any of the two (2) parties, a special meeting of the committee may be expanded to other Union units for a topic of common interest.

Such an expanded meeting remains mainly consultative.

15.13 Prevention Representative

a) Designation

The prevention representative is chosen by the Union. The Employer is consulted on this choice and advised about measures to be taken.

b) Leave

The prevention representative designated by the Union benefits from a leave in accordance with subsection 5.04 so

as to enable him fulfill the duties that are assigned to him pursuant to the *Loi sur la santé et la sécurité du travail*. The leave is used in accordance with the present Section.

SECTION 16 ADMINISTRATIVE AND DISCIPLINARY MEASURES

16.01

- a) Before any unsatisfactory report, administrative notice specifically addressed to an Employee or disciplinary measure can be placed in the Employee's file, a copy of the document in question must first be given to the Employee who shall then sign an acknowledgement of receipt. If he refuses to sign, the Employer is not required to comply with this obligation.

The Employer transmits to the Union a copy of any document placed in an Employee's file within ten (10) working days after it is given to the Employee.

- b) An Employee who receives a disciplinary notice may, if he so desires, appear before the Human Resources Department within three (3) working days after receiving the written notice, to present his version of events. The Employee may, if he so desires, be accompanied by a Union Representative.
- c) Every disciplinary or administrative measure that could result in suspension or termination must first be investigated by the Employer. If the investigation requires the withdrawal of the Employee from his Position, he can be reassigned or suspended with pay for the duration of the investigation. The aforementioned provisions notwithstanding, if the reproach against the Employee is serious enough to warrant immediate action, the Employer may immediately suspend the Employee without pay. The results of the

investigation must be known and a decision made within thirty (30) working days. However, the parties may agree for this delay to be extended.

- d) When the disciplinary measure is a suspension or a termination, the notice must specify the reasons, the offence committed and justify the measure.

16.02

If the written procedure in subsection 16.01 is not followed, it means that there is a breach of procedure and none of the reports or notices placed in the Employee's file can be used against him.

16.03

If the last disciplinary measure or report in an Employee's file is more than twenty-four (24) months old, his previous disciplinary measures or unsatisfactory reports cannot be used and must be removed from his file.

16.04

Any unsatisfactory report, administrative notice, or disciplinary measure that does not entail a suspension is deemed to be contested. However, the issue may and should be discussed at the next meeting of the Labour Relations Committee in order to assure a follow-up.

16.05

A suspension does not interrupt the Employee's service.

16.06

Any Employee who would like to consult his personal file should apply to the person designated by the Employer. This

person has to schedule a nomination for this purpose within five (5) days. This consultation is done in the presence of a designated Employer's Representative. The Employee may be accompanied by a Union Representative.

16.07

No disciplinary action can be taken following a complaint made by someone other than the Employee's hierarchic supervisor, unless a prior investigation proves the accuracy of the accusations being alleged by said individual. The complaint is considered to be null and void if it is unfounded.

SECTION 17 WORKWEEK AND WORKING HOURS

17.01 Regular work schedule

- a) The regular workweek of all Employees consists of thirty-five (35) hours divided into five (5) consecutive working days, from Monday to Friday inclusively.
- b) The normal daily work schedule is from 8:30 a.m. to 4:30 p.m. less one (1) unpaid hour for meals.
- c) The schedules for all Auxiliary Employees or Part-Time Employees must include a minimum of four (4) consecutive hours per working day.

17.02 Flexible Workweek

Flexible schedules must not hinder the effectiveness of the Employer's services.

- a) Upon written request by the Employee to the Director of the department concerned, the Employer may agree to a

different schedule with any Employee, as long as the thirty-five (35) hour week is maintained.

- b) The flexible workweek starts at 7:00 a.m. and ends at 6:00 p.m., Monday to Friday.
- c) It is understood that the number of Employees required may be adjusted if necessary. The Employer determines persons whose services are required by taking into consideration, if possible, a principle of fair rotation or by varying days during the week.
- d) Any misunderstanding regarding the flexible workweek schedule should be submitted to the Labour Relations Committee and it cannot be subjected to a grievance.
- e) The flexible schedule does not apply to Employees who have a special schedule as defined in the present Section.

17.03 Flexible Summer Schedule

- a) The Employer may, at its discretion, institute a flexible summer schedule for Employees, taking into account the thirty-five (35) hour week.
- b) The flexible summer schedule may apply to all Employees starting from *fête des Patriotes* to Labour Day.
- c) Lateness and early departures when the Employee should be present at work are considered as unauthorized absences.
- d) The flexible schedule is subject to the following conditions.

Fixed time slots

Fixed time slots are periods of the day when all Employees are required to be present at work.

Monday – Friday: 9:00 a.m. to 4:00 p.m.

Flexible time slots

Flexible time slots are periods of the day when presence at work is optional.

Monday – Friday: 7:00 a.m. to 9:00 a.m.;

Monday – Friday: 11:30 a.m. to 1:30 p.m.;

Monday – Friday: 4:00 p.m. to 6:00 p.m.

- e) All schedules must be approved by the Director of the department. The break period for meals must be at least thirty (30) minutes long. Employees who would like to modify their schedule must apply ten (10) days prior to the start of the summer period and every month thereafter. The Employer must make its decision known five (5) days before the beginning of the month.
- f) Employees may choose to take a one (1) day leave every two (2) weeks, a one (1) day leave per week or a half (1/2) day leave per week.
- g) It is understood that the number of Employees required may be adjusted if need be. The Employer determines persons whose services are required, taking into account, if possible, a principle of fair rotation.
- h) Any disagreement regarding the flexible summer schedule shall be submitted to the Labour Relations Committee and cannot be subjected to a grievance.
- i) The flexible summer schedule does not apply to Employees who have a special schedule as defined in the present Section.

SPECIAL SCHEDULES

17.04 For Library Employees

- a) The schedule for library Employees applies to Employees who do not work a regular workweek as defined in paragraph a) of subsection 17.01.
- b) The full-time work schedule is thirty-five (35) hours per week. The part-time work schedule is a minimum of twenty-one (21) hours per week.

Shifts are seven (7) hours long, that is, from:

- 10:00 a.m. to 6:00 p.m.;
- noon to 8:00 p.m.;
- 2:15 p.m. to 10:15 p.m.

The shift includes a sixty (60) minute unpaid break for a meal.

- c) Full-time schedules must consist of five (5) consecutive working days, including one (1) or two (2) evenings maximum and one (1) weekend day.
- d) Part-time work schedules must consist of shifts of seven (7) consecutive hours, including two (2) evenings and one (1) weekend day. The work schedule must include two (2) full consecutive days for rest per week.
- e) The Employer posts available shifts starting from the first week of the months of August, December and April each year. Over the next three (3) weeks, Employees choose their schedule by order of Seniority as outlined in paragraph d). They enter into effect as of the first Monday of the months of September, January and May and remain in effect until new schedules take effect.

- f) An Employee may, with the permission of his immediate supervisor and at least twenty-four (24) hours in advance, agree with another Employee to exchange his shift or be replaced by another Employee who has a block of hours. This privilege is granted as long as this replacement does not entail any additional expense and any compensation of any sort by the Employer.

17.05 For Public Security Employees

- a) The regular workweek for Employees is forty (40) hours divided into five (5) days of eight (8) hours, including a thirty (30) minute break for meal. The break period may be modified or suspended in case of an emergency such as an accident, a fire or an obstruction of a public road.

The work schedule must include two (2) full consecutive days of rest per week. An Employee cannot be assigned more than two (2) different shifts per week, unless he so consents.

- b) The shifts are as follows:
- 11:00 p.m. to 7:00 a.m.;
 - midnight to 8:00 a.m.;
 - 7:00 a.m. to 3:00 p.m.;
 - 8:00 a.m. to 4:00 p.m.;
 - 3:00 p.m. to 11:00 p.m.;
 - 4:00 p.m. to midnight.

In order to ensure adequate protection of the territory, the Employer promises to do everything necessary so that two (2) public security Employees are on duty at all times.

The lieutenant's work schedule is from Monday to Friday, between 7:00 a.m. and 6:00 p.m. This shift is of eight (8)

continuous hours including a thirty (30) minute break for a meal. Any change of schedule in the slot described can only be made subject to a thirty (30) day advance notice to that effect.

- c) The Employer shall post work schedules per Job in the first week of August and February every year. They take effect as of the first Monday of September and March and remain in effect until new schedules take effect. Employees select their schedule by order of Seniority based on their Job.
- d) When filling out the required form, Employees may exchange shifts with the consent of the Director of the department or his representative. This privilege is granted as long as this replacement does not entail any additional expense and any compensation of any sort by the Employer.

17.06 For Dispatch Employees

- a) The regular workweek for Employees is forty (40) hours divided into five (5) days of eight (8) hours duration, including a sixty (60) minute break for a meal.

The work schedule must include two (2) full consecutive days of rest per week. An Employee cannot be assigned more than two (2) different shifts per week, unless he so consents.

- b) The shifts are as follows:
 - 11:00 p.m. to 7:00 a.m.;
 - 7:00 a.m. to 3:00 p.m.;
 - 3:00 p.m. to 11:00 p.m.

The head dispatcher's, work schedule is Monday to Friday from 7:00 a.m. to 3:00 p.m.

- c) The Employer posts Permanent Positions with the work schedule related to the Position.
- d) The Employer posts the other available work schedules in the first week of August, December and April every year. Employees select their schedule by order of Seniority over the next three (3) weeks. The schedules take effect as of the first Monday of September, January and May and remain in effect until new schedules take effect.
- e) Employees working on this schedule may, with the consent of their immediate supervisor and at least twenty-four (24) hours in advance, agree with another Employee to be replaced. This privilege is granted as long as this replacement does not entail any additional expense and any compensation of any sort by the Employer.

17.07 For Motorized Equipment Distributors in the Public Works Department

The regular workweek of the motorized equipment distributor is thirty-five (35) hours divided into five (5) working days, from Monday to Friday, based on the following schedules. The choice of schedule is by Seniority.

Monday to Friday: 6:45 a.m. to 11:30 a.m.;
noon to 2:15 p.m.

Monday to Friday: 7:00 a.m. to noon;
1:00 p.m. to 3:00 p.m.

17.08 Modification of Schedules

The Employer can only modify any of the schedules described above with the approval of the Union.

SECTION 18 SENIORITY

18.01 Acquiring Seniority

Seniority is acquired as soon as an Employee completes his probation period. When the Employee has thus completed his probation period, his date of Seniority is retroactive to his first date of hiring as an Employee.

18.02 Maintaining Seniority

Absence for the following reasons does not interrupt the accumulation and maintenance of an Employee's Seniority:

- a) absence with or without pay due to illness or an accident;
- b) other absence or leave with or without pay authorized by the Collective Agreement or by the Employer, as the case may be;
- c) absence for Union and professional activities certified by the Union;
- d) a placed on availability for less than twelve (12) months;
- e) a temporary nomination by the Employer to a Position outside the certification unit for a period not exceeding eighteen (18) months.

18.03 Loss of Seniority

An Employee loses his right to Seniority for any of the following reasons:

- a) he voluntarily leaves his Job with the Employer;

- b) upon dismissal;
- c) goes on retirement;
- d) an unjustified absence for ten (10) consecutive working days or more (which shall be considered as a resignation);
- e) on two (2) different occasions refuses Positions offered to him based on his right of recall to work or fails to show up for work after accepting a Position;
- f) when assigning blocks of hours, an Employee who, for two (2) consecutive trimesters refuses a block that is offered to him based on his Seniority, and who, during the same period, is not recalled to work by the Employer.

18.04

- a) For the purpose of applying the Collective Agreement, when two (2) Employees have the same date of Seniority, the determining factor shall be established alphabetically by last name in even years (A to Z) and in the reverse order (Z to A) in odd years.
- b) When two (2) or more Employees have the same date of Seniority when filling a vacant Position, the determining factor will be the Employee's professional qualification.

18.05

- a) In March every year, the Employer shall notify every Employee of his date of Seniority and transmit a copy to the Union.
- b) Any change of Seniority date must be communicated to the Employee concerned and to the Union.

SECTION 19 FILLING POSITIONS

The parties agree that the following principles shall apply when filling Positions: any vacant Position shall be filled by the Employee who has completed his probation period following his hiring, who has the highest Seniority and who meets the normalized requirements for the Position.

19.01 Hiring and Posting Deadlines

- a) When a Job Position becomes permanently vacant or is newly created, the Employer agrees to post the vacancy notice at the latest sixty (60) working days after the vacancy or after the Position is created. If the Employer posts the notice before the Position becomes vacant, the posting deadlines are calculated as of the effective date of the vacancy.

If the nomination of an Employee working for the Employer or on the recall list occurs more than five (5) months after the Position becomes vacant, the nomination shall retroact to the end of the period.

- b) Any Position that is temporarily vacant for more than twenty (20) working days must be filled as per the provisions of subsection 19.02.

A temporarily vacant Position is a:

1. Position that becomes vacant through the absence of an Employee who will eventually return to his Position; this includes the unpaid portion of a part-time leave;
2. Permanent Position that becomes vacant for a period not exceeding sixty (60) working days;

3. Position created temporarily pursuant to the Collective Agreement.
- c) Paragraph b) notwithstanding, the Employer may appoint the Employee of its choice for the first twenty (20) working days after the Position becomes vacant.

19.02 Posting of Vacancies

- a) The Employer shall post, for five (5) working days, all notices of vacancies in all offices that have at least one (1) Employee. Such a notice must include the following information:
- the title of the Job and the Position;
 - the administrative unit;
 - the number of the Position (vacancies notices are numbered sequentially);
 - assignment (Permanent or Temporary);
 - the status of the Position;
 - the place of work;
 - the work schedule;
 - the wage group;
 - the description of tasks;
 - the normalized requirements for the Job description;
 - if required, the nature of the examination that the Employer requires and what will be assessed;
 - the name of the person designated to receive applications.

b) Procedure

All Employees interested in occupying this Position, including those who would like to transfer from one Position to another, must fill out the appropriate Employer form and

send it together with their resume to the designated person on the vacancy notice within the prescribed deadline.

c) Provisions for Absent Employees

1. The Employer must ensure that a copy of the Job posting is sent to Employees who, when the Job is posted, are absent due to a leave envisaged in the Collective Agreement, with the exception of Employees on unpaid leave or on deferred pay.
2. An Employee who would like to apply must submit an application to this effect within five (5) working days after receiving the notice at his last address of domicile provided to the Employer.
3. The Employer shall accept the application of an Employee who was on annual vacation when the Job was posted. The Employee must, however, transmit a written request to this effect to the person designated on the notice within five (5) working days of his return from vacation.

d) Nomination of the Employee

1. The Employer must make a temporary or permanent nomination within ten (10) days after the end of the deadline for posting or after the return of an Employee who was on annual vacation when the posting is done. This delay also extends the deadline envisaged in paragraph c) of subsection 19.01.
2. At the end of the temporary or permanent nomination process, the Employer posts a nomination notice showing the name of the Employee selected and a copy is sent to the Union within ten (10) days. This delay may be extended subject to the consent of the Union.

3. The Employee who is nominated must take up his new Position within one month following his nomination and receive the appropriate salary as soon as he occupies the Position, unless he is absent for one of the reasons envisaged in the Collective Agreement. These conditions shall apply as soon as the Employee resumes work.

e) **Refusal of Transfer or Promotion**

Should an Employee's request for a transfer or promotion be refused, he may appeal the decision to the Labour Relations Committee. If the disagreement persists, the summary grievance procedure outlined in subsection 22.06 shall apply. The Employer has the burden of proof to show that the Employee is not able to meet the normalized requirements for the Position.

If a grievance is filed, the Employer transmits to the Union the list of Employees who applied for the Position and the date of Seniority of each applicant.

19.03 Examination

- a) The examination mentioned in paragraph a) of subsection 19.02 must be pertinent, and be related both to the type of tasks, and the experience required for the Job.

An examination form outlining the various grades of the examination process and items that will be evaluated in each of the stages as well as the passing grade, must be provided to the candidates. All candidates who meet the normalized requirements must be convened for the examination.

- b) An Employee who fails an examination is informed in writing. The Employer must provide the copy of the Employee's

examination as well as information on the reasons for his failure. The Employee may appeal within five (5) working days after receiving the Employer's decision. The subject is discussed at the Labour Relations Committee. If the Employee is not satisfied with the reasons given during this meeting, he may appeal the decision following summary arbitration procedure outlined in subsection 22.06. The burden of proof rests with the Employer.

- c) Within five (5) working days following the examination results, the Employer transmits to the Union the eligibility list for this Job. This list remains in effect for a period of two (2) years, unless the Job is re-evaluated upward.

19.04 Recognition

- a) To fill a vacant Position, the qualifications and experience acquired at the various Positions occupied by the Employee are considered as such, taking into account the Job description and specifications.
- b) An Employee who occupies a Position temporarily for over six (6) months is deemed to have met the normalized requirements for the Job. Nevertheless, subsection 1.08 of Schedule "H" does not apply.

19.05 Eligibility for a Job

- a) An Employee who has successfully completed an examination given by the Employer becomes eligible for the Job for a period of two (2) years or until he is nominated or promoted to this Job, whichever comes first.
- b) No one can be nominated or promoted to a Job on a permanent basis unless he meets the normalized requirements. However, these requirements do not apply in case of assign-

ments that are made following the application of the provisions of Sections 11, 24 and 25.

19.06 Stages of a Permanent Assignment

Following the Job posting, any vacant or newly created Position is permanently filled following the stages outlined below:

1. an Employee who must be reassigned following the application of Section 24, who is no longer disabled as per the Collective Agreement, but who can no longer occupy his previous Position;
2. an Employee who must be reassigned following the application of Section 25;
3. an Employee who must be reassigned following the application of Section 11;
4. an Employee with a Permanent Position who has more Seniority and who meets the normalized requirements for the Position;
5. a Permanent Part-Time Employee who has more Seniority and who meets the normalized requirements for the Position;
6. an Auxiliary Employee with more Seniority who meets the normalized requirements for the Position.

19.07 Stages of a Temporary Assignment

After the posting, the Employer fills the Position following the stages below:

1. a Permanent Employee with the highest Seniority who meets the normalized requirements for the Position;
2. a Permanent Part-Time Employee with the highest Seniority who meets the normalized requirements for the Position;
3. an Auxiliary Employee with the highest Seniority who meets the normalized requirements for the Position.

19.08 Assignment

- a) The selected candidate has a probation and training period of up to four (4) months to enable him to become familiar with the new Position.
- b) During this period, if the Employee so desires or if he cannot satisfy the attributions of the Position to which is he nominated, he can return to his initial Position or a Position in an equivalent Job if his previous Position has been abolished.

If the Employer decides to reintegrate the Employee in his previous Position, the reasons and the date of this reintegration are provided in writing to the Union.

When the Employee returns to his previous Position, he then receives the salary that he received before or that he would have received had he remained in the same Position, without losing any benefits.

19.09 Salary

An Employee who works in different Positions during a week receives the salary of the best paid Position, as long as he occupied that Position for half of a regular workweek.

An Employee who works in another Position or in different Positions receives the salary for the best paid Position for the hours worked in this Position, as long as he occupied said Position for at least one (1) continuous hour.

When, at the request of the Employer, an Employee temporarily fills a Position in a lower wage group, he receives his regular wage for the duration of the work.

a) **Salary following an Assignment**

An Employee who is transferred maintains his previous salary and the hours worked in his former Job are considered for the purpose of Grade advancement.

An Employee promoted to a Permanent or Temporary Position has his salary established based on the salary for the Job that he held plus the value of the Grade of the new wage group. From the result thus obtained, the salary is set one Grade higher. The Employee receives at least the minimum of the salary scale of his new Job.

An Employee who had already benefited from one (1) or more Grade advancement(s) in this Job maintains it. Any hours already accumulated at this Job are considered for the purpose of Grade advancement.

b) **Temporary Assignment**

For the entire duration of a temporary assignment, the Employee receives the salary as outlined in the previous paragraph as well as the Grade advancements as of the date of the temporary nomination. The Grades to which he would be entitled in his initial Job are also recognized.

c) Permanent Assignment

1. Following a permanent assignment, the Employee receives the salary as established in paragraph a).
2. The Employee receives the Grade advancements on the anniversary date of the nomination.
3. If the permanent assignment of an Employee nominated temporarily as per subsection 19.07 immediately follows this temporary assignment to a Position in the same Job, or as soon as it is definitively established that the Employee who is replaced is not returning or that the Position has become permanent, the permanent nomination of the replacement Employee is retroactive to the first day on which that Position was occupied on a continuous basis.

19.10

- a) The Employer shall transmit to the Union:
 - the copy of any decision, list or memo regarding the abolition of Positions or Jobs, nominations, assignments, promotions, transfers, resignations, suspensions and terminations of Employee(s) governed by the present Collective Agreement;
 - twice (2) yearly, that is between January 1st and 15th and between September 1st and 15th, a copy of the organization chart and the persons holding the various Positions.
- b) The information mentioned above must be transmitted to the Union as soon as it becomes available.

SECTION 20 JOB DESCRIPTIONS, VALUATIONS AND ASSIGNMENT

THE TEXT HAS TO BE REVISED TO TAKE INTO ACCOUNT WORK ON SALARY EQUITY AND MAINTENANCE AND TO INCLUDE THE NEW VALUATION PLAN THAT WILL BE IMPLEMENTED WITHOUT DISCRIMINATORY BIAS IN ACCORDANCE WITH THE *PAY EQUITY ACT*.

20.01

- a) The Job descriptions that appear in Schedule “B” outline the general elements necessary to illustrate the main tasks of a Job, and such descriptions should not be considered as a detailed and complete presentation of the tasks that could be assigned to an Employee performing such a Job. Any task that influences the valuation must appear in the description.
- b) For notices of public competitions intended for external candidates, the Employer reserves the right to establish Job qualifications that are different from those determined for valuation purposes, as long as they do not have the effect of modifying the Job’s wage group upward.
- c) As soon as an Employee is hired or promoted, the Employer sends him a copy of his Job description.

20.02

The description, valuation and classification of any new Job or any Job that is modified or updated after January 1st, 2006 pursuant to the present Collective Agreement shall be done as per the *Joint Job Classification Manual* that is found in Schedule “I”.

20.03

As of the date on which the present Collective Agreement is signed, the descriptions, valuations and classification of all the Jobs that appear in Schedule “A-1” remain unchanged. Only new Jobs that are created, modified or updated must be submitted to the Joint Valuation Committee as envisaged in the *Joint Job Classification Manual*.

20.04

- a) The Employer and Union agree to maintain a Joint Valuation Committee made up of three (3) Employer Representatives and three (3) Union Representatives to discuss the descriptions of new, modified or updated Jobs and determine their valuation and classification, in accordance with the provisions of the *Joint Job Classification Manual* found in Schedule “I” of this Agreement.

The parties may include any useful resource person for the purpose of the discussion. The fees of these persons shall be at the expense of the party that required their services.

- b) The committee meets during normal working hours and the representatives who are on the committee are deemed to be at work during these meetings. The Union Representatives who are members of the joint committee may conduct investigations at the place of work in the presence of the Employees concerned after informing the Employer at least forty-eight (48) hours in advance. The representatives who are authorized to make these investigations are those who are on Union leave pursuant to subsection 5.04 of the Collective Agreement.

20.05

When the Employer notifies the Union of its intention to create a new Job or to modify or update a Job, it calls the Union to a

committee meeting. The parties agree to finalize the issue within three (3) months of the meeting.

20.06

If a Job is modified without the notice envisaged in subsection 20.05, the Union summons the Employer to a meeting. The review request submitted to the Joint Valuation Committee must, as fairly as possible, outline changes made to the Job content or to the conditions under which they are performed as well as their respective impacts on the valuation factors.

20.07

The committee must meet within fifteen (15) working days following the calling of the meeting by any of the parties. The Employer writes a report that serves as evidence of the review request if necessary, and sends a copy to the Union.

20.08

- a) If there is no agreement regarding the description or valuation of any new, modified or updated Job, the Union may submit the issue to a single arbitrator whose decision is final and binding. The powers of the arbitrator are limited to deciding the issues presented to the valuation committee based on the evidence presented by the parties and the rules outlined in the *Joint Job Classification Manual* that is found in Schedule “I” of this Agreement. He has no power to make decisions that reduce, increase or alter said manual or any other provision of the Collective Agreement.
- b) Any arbitration decision regarding a Job description is only aimed at ensuring that the Job description matches the work actually performed by the Employee.

- c) If it is established during arbitration that a task affecting the valuation of said Job does not appear in the description despite the fact that Employees perform the task, the arbitrator has the mandate to include this task in the description. Furthermore, if this inclusion has the effect of modifying the Job valuation, the arbitrator must also make a decision on this aspect.

20.09

Any arbitration request regarding the description or valuation of a Job must be done within thirty (30) working days following the end of the deadline envisaged in subsection 20.05 or otherwise agreed to between the parties and following the procedure outlined in Section 22.

The arbitrator's decision cannot be retroactive beyond the date on which the Joint Valuation Committee discussed the issue for the first time.

20.10

- a) No modified or newly created Job can be filled permanently if the description of its content or the valuation of said Job has not been agreed to at the Joint Valuation Committee or determined through an arbitration decision.
- b) The Employer may temporarily fill the Positions of a new or modified Job and put its classification into effect as soon as it informs the Union of its intention to create or modify a Job.

20.11

- a) If, during a period of more than four (4) continuous months, the Employee's tasks are increased or modified such that

they no longer match the Job description, the Union may submit the grievance to the Employer. Said grievance shall outline the new tasks that should result in a modification. If a response is not received within fifteen (15) working days or if the Employer's decision is not accepted by the Union, the Union may submit the grievance for arbitration within thirty (30) working days as per the arbitration procedure envisaged in Section 22.

- b) In case of arbitration, the arbitrator must base his decision on the Job descriptions in Schedule "B". If it is established during an arbitration that a key element of a task affecting the valuation does not appear in the Job description in spite of the fact that the Employee performs it and is still required to perform it, the arbitrator is mandated to determine the valuation and order the Employer to include this component in the description. The decision of the arbitrator cannot be backdated more than four (4) months after the date on which the grievance was filed.

20.12

When determining the specifications of a Job, the Employer reserves the right to ask for a Diploma of Collegiate Studies (DEC) for the Job, if the *ministère de l'Éducation* dispenses the appropriate study program.

SECTION 21 GRIEVANCE RESOLUTION MECHANISM

21.01

The Employer and the Union have the firm desire to resolve any grievance dealing with salary and working conditions fairly and as quickly as possible.

21.02 Preliminary Step

Any Employee, accompanied by the Union delegate or the Union Director or, in his absence, another Union Representative, must, before filing a grievance, meet the Director of Human Resources who may be accompanied by another person, to discuss and try to resolve the problem.

The Employer agrees not to invoke any technical irregularity if there has been no preliminary grade.

The dispute resolution mechanism must be applied during this initial grade.

21.03

If the disagreement persists following the application of subsection 21.02, the following grades shall apply.

a) Step 1

The grievance that the Union deems appropriate to file is submitted in writing to the Director of Human Resources and a copy is sent to the City Manager within three (3) calendar months of the date of the event that gave rise to the grievance. The Director of Human Resources may call the Union Representatives to a meeting or respond to the grievance.

b) Step 2

If the grievance is not resolved in the previous grade, the Director of Human Resources must inform the Union in writing of the Employer's decision within twenty (20) working days after it is filed. If a response is not received within the prescribed deadline or if the Employer's decision is not accepted by the Union, the Union may file a

grievance for arbitration following the procedure outlined in Section 22, within sixty (60) working days of the date on which the grievance was filed.

The grievance is considered to be resolved if the Union fails to refer the case to an arbitrator within sixty (60) working days after receiving the letter mentioned in this paragraph.

The grievance should contain the following information:

- the subject of the grievance as well as the facts on which it is based;
- the action, the corrective measure or adjustment sought;
- the names of all the parties – the plaintiff (*if any*), the immediate supervisor and the Union Representative.

21.04

The deadlines mentioned in the previous subsection are firm, but may be extended after a written agreement between the Employer and the Union.

The same deadlines and procedure shall apply to grievances that the Employer would like to submit involving an Employee, a group of Employees or the Union.

21.05

In case of grievances regarding the application of Sections 11, 16, 18 and 19, the burden of proof shall be on the Employer.

21.06

An Employee who presents a grievance must not be penalized, inconvenienced or bothered in any way by a supervisor regarding this issue.

21.07

The Employer and Union may jointly agree to derogate from the present procedure.

SECTION 22 ARBITRATION

22.01 Grievances Shall be Submitted to a Single Arbitrator

- a) For grievances pertaining to Job valuation and assignments, the Employer and the Union shall designate Denis Provençale or Maureen Flynn to serve as arbitrators for the duration of this agreement.
- b) For other grievances, the parties shall designate Diane Sabourin and François Hamelin, Mark Abramowitz, Harvey Frumkin on a rotational basis.
- c) The parties may agree to refer the grievance to one of the other aforementioned arbitrators or to any other arbitrator or to present an application to the *ministère du Travail*, requesting that it appoints one.

22.02

- a) The arbitrator's powers are limited to ruling on grievances according to the letter and spirit of the Collective Agreement. Under no circumstances shall the arbitrator be empowered to add to, subtract from or amend this Collective Agreement in any way whatsoever.
- b) In the event of a disciplinary measure, the arbitrator may not consider as evidence against an Employee any incriminating document in his Employee file dated more than two (2) years prior to the date of the incident.

c) The arbitrator shall have jurisdiction to:

- uphold or set aside the disciplinary measure;
- order that the Employee be reinstated, with all rights, in the Job the Employee held;
- rule on any compensation, with such compensation not exceeding the lost wages unless he is ordering the payment of exemplary damages or interest.

The arbitrator shall also have jurisdiction to render any other decision he may consider more fair under specific circumstances.

d) Grievances that had not been submitted to an arbitrator on the date of signature of this Collective Agreement shall be presented to the arbitrators mentioned in subsection 22.01, paragraph b), on a rotational basis.

e) No grievance shall be invalidated by any non-substantive or procedural irregularity.

22.03

The arbitrator shall render his decision within thirty (30) calendar days following the last day of the hearing.

22.04

Adjudication is final and binding on the parties, who must abide by it forthwith. Where, under an adjudication, the Employer is required to repay certain amounts to the Employee, such repayment shall be made within sixty (60) working days following the date of the decision.

22.05

The arbitrator's fees shall be shared equally between the Employer and the Union. However, any fees arising from a postponement of a hearing date shall be assumed by the party applying for the postponement.

22.06 Summary Arbitration Procedure

The preceding notwithstanding, a grievance may be submitted for a summary arbitration procedure as outlined below following agreement between the parties.

- a) The hearing shall be held before Joëlle L'Heureux or Serge Breault, on a rotational basis.
- b) A maximum of one (1) day shall be allowed for each grievance under this procedure. No adjudication or written submission may be presented during the hearing. Furthermore, no expert witness may be called to testify.
- c) The arbitrator must hear the grievance on its merits unless he upholds a preliminary objection raised by either party.
- d) The arbitrator's decision is a concrete case and shall not create a precedent.
- e) The arbitrator shall hold the hearing within ten (10) days of being referred the grievance and shall render his decision in writing within the next ten (10) days.

SECTION 23 OVERTIME

23.01

- a) Overtime hours shall be paid at a rate of one hundred and fifty percent (150%) of the normal hourly salary of the Employee concerned.

- b) However, for overtime hours worked on Sundays, the overtime hours shall be paid at a rate of two hundred percent (200%) of the normal hourly salary.
- c) For an Employee who does not normally have a weekly day off on Sundays, his second weekly day off shall be considered as a Sunday for the purposes of payment for overtime work.

23.02

An Employee who performs overtime work may, upon request, and subject to prior consent by the Director concerned, be compensated in the form of hours rather than money, at the applicable rate. In such cases, the following provisions shall apply.

- a) Each year, the Employee may bank up to four times the total number of normal hours included in his one (1) week of work.
- b) Banked time may only be claimed at least twenty-four (24) hours in advance of the claimed period, following agreement with the immediate supervisor, who may not deny the request without just cause; further, a minimum of one (1) hour may be claimed at a time.
- c) Subject to the preceding paragraphs, banked time that has not been claimed by April 30th of a given year may either be carried forward from one year to the next or deposited into the Employee's cumulative bank of time or paid upon request by the Employee, at the rate in effect at the time the hours were worked. Where the banked time balance is carried forward, the credit shall be debited from the annual allowed maximum amount stipulated in paragraph a).

23.03

Overtime hours are earned by an Employee who usually performs the task for which such overtime hours are required. If more than one (1) Employee is performing the same tasks, overtime hours shall be apportioned in a fair manner.

Where the Employer is forced to use overtime hours in order to ensure uninterrupted dispatch services, the following provisions shall apply :

- if the Employer has not been able to find a replacement by the end of the shift preceding the replacement, the Employee on duty shall continue working for the first two (2) hours following the end of his shift;
- if the Employer is unable to replace an absent Employee without resorting to overtime hours, it shall attempt to contact other Employees on a rotational basis, and offer them overtime hours. If no Employee agrees to come in, the last Employee on the list contacted shall be required to accept the proposed overtime. In that case, or where the Employee on duty must stay at work, the Employee shall be paid at a rate of two hundred percent (200%) of his normal rate for all hours worked.

23.04

After normal working hours, an Employee who is required to return to work overtime hours shall be paid at the overtime rate for at least three (3) hours. A half (1/2) hour is allocated for transportation within this period; however, if the Employee's presence is still required within this three (3) hour period, he may not ask to be paid again for another minimum of three (3) hours, and his overtime hours shall be counted starting from the first call.

23.05

An Employee who is absent due to a vacation, a weekly day off, a Statutory Holiday or a day off under subsection 27.01, paragraph a), and who is asked by the Court to appear in regards to any matter relating to or resulting from the performance of his Job, shall be paid for one (1) full workday or for the time spent in Court if the latter exceeds the workday, in accordance with subsection 23.01 of the Collective Agreement.

SECTION 24 SICK TIME CREDIT

24.01

a) Permanent Employee

1. Over a one-year period, a Permanent Employee may accumulate, in sick time, up to two (2) times the average number of hours worked weekly at his Job, at a rate of one-twelfth (1/12) per full month of service, according to the following table.

Number of work hours per week	Sick time credit
35 h	70 h
40 h	80 h

2. On May 1st each year, the Employer shall advance each Permanent Full-Time Employee and Permanent Part-Time Employee the sick time credit stipulated above, based on the Employee's number of full months in service, for a Permanent Employee, between May 1st of the year or the date of his hiring and April 30th of the following year.

3. A Permanent Employee whose number of weekly working hours is changed after May 1st of a given year will have his sick time credit adjusted accordingly.

b) Auxiliary Employee

On May 1st each year, the Employer shall grant sick time credit to Auxiliary Employees based on the number of hours worked between May 1st of the preceding year and April 30th of the current year.

Over a one-year period, an Auxiliary Employee may accumulate sick time credit at a rate of one-twenty-sixth (1/26), or one (1) hour for every twenty-six (26) hours worked, up to a maximum of the number of hours stipulated in subsection 24.01, paragraph a).

c) Change of Status

An Auxiliary Employee who becomes a Permanent Employee during a reference year, is entitled, starting from the date of his nomination to a Permanent Position, to a credit pro-rated to cover the months between his date of nomination and the next April 30th, plus the credit he earned as an Auxiliary Employee since the May 1st preceding his nomination without, however, exceeding the maximum stipulated in subsection 24.01, paragraph a). Any excess credit shall be paid at the rate in effect at the time of his nomination.

24.02

An Employee who is absent due to sickness or an accident other than what is stipulated in Section 25 shall use his sick time bank credit to cover the waiting period stipulated in the short-term disability insurance contract. These days shall be paid up

to the maximum number of hours stipulated in his work schedule for each of the days.

24.03

Notwithstanding subsection 24.02, an Employee who is absent, and whose disability is not insured (e.g.: cosmetic procedure, ligature, etc.) but is recognized, may use his sick time bank credit stipulated in subsection 24.01, paragraph a) until the credit is used up.

24.04

Where required, an Employee who is absent due to sickness or an accident shall, upon returning to work, report to the Human Resource Department, and present a certificate or a disability insurance benefit form duly completed by his attending physician. The Employee, upon presentation of supporting documents, shall be entitled to reimbursement of fees paid to the physician for completing said documents.

24.05 Medical Examination

- a) Where an Employee is absent due to a sickness or accident other than as stipulated in Section 25, the Employer may have a physician of his choice examine said Employee, as often as the Employer wishes, and in any event.
- b) For any period of absence during which the Employee does not receive disability benefits from the insurer, the Employer's physician shall determine whether or not the absence is justified as well as when the Employee may resume his work. The Employee shall be entitled to representation by his own physician.

- c) If the Employee's physician and the Employer's physician cannot agree, they will recommend the nomination of another physician (the medical adjudicator), whose decision will be final. The fees and costs of the medical adjudicator as well as those incurred by the Employee shall be shared equally between the Employer and the Employee.
- d) Where the disability falls under the field of practice of a physiatrist, a psychiatrist or an orthopaedist, the parties shall be allowed a period of ten (10) days from the date of decision by the Employer's physician to agree on the joint designation of a specialty and on the medical adjudicator or to choose from the following list.

PHYSIATRY

- Bouthillier, Claude, Montreal;
- Lambert, Richard, Montreal;
- Morand, Marcel, Laval.

ORTHOPAEDICS

- Ranger, Pierre;
- Major, Pierre.

PSYCHIATRY

- Massac, Charles-Henri, Montreal;
- Turcotte, Jean-Robert, Montreal.

If no agreement can be reached on who to choose as the medical adjudicator, doctor Gilles Bastien or the person replacing him shall choose one from the list shown above, based on the pertinent specialty.

- e) In the case where the disability falls under a field of practice other than physiatry, psychiatry or orthopaedics, the

parties shall be allowed a period of ten (10) days from the date of decision by the Employer's physician to agree on the designation of a medical adjudicator in accordance with the joint recommendation by the designated physician and the attending physician.

If there is no agreement regarding the designation of the medical adjudicator, he will be determined within the next two (2) days by the General Practitioner, Gilles Bastien, based on the reports and opinions provided by the attending physician and the physician designated by the Employer.

- f) Within fifteen (15) days following the designation of the medical adjudicator, the Employee or the Union Representative and the Employer shall transmit to the medical adjudicator all files and opinions that are directly associated with the disability produced by their respective physicians.
- g) If he deems it necessary, the medical adjudicator shall meet with and examine the Employee. This meeting shall be held within thirty (30) days of his designation. He shall render his decision at the latest fifteen (15) days following the meeting.

24.06

- a) The sick time credit balance acquired over the period between May 1st of the previous year to April 30th of the current year under subsection 24.01, and which remains unused by the Employee, shall either be deposited in his cumulative bank of time, or on May 1st, added to the number of vacation hours for the current year stipulated in Section 26, or repaid by the Employer latest June 30th, at the Employee's salary Grade on April 30th of the current year.

- b) The Employee shall advise the Employer in writing latest May 1st each year, if he wants his transferable sick time bank credit to be added to the number of vacation hours for the current year or deposited into his cumulative bank of time, failing which the unused sick time bank credit balance shall be paid to him.
- c) Where an Employee retires, resigns, is terminated or dies, the Employee or his successors shall be paid the aggregate sick time balance in his credit, as per subsection 24.01, at the rate of his last salary.

24.07

For purposes of the application of subsection 24.06, for the year during which the Employee leaves the service he is only entitled, to one-twelfth (1/12) of the hours stipulated for his Job under subsection 24.01 for each full month of service completed between May 1st of the current year and the time of his departure.

The Employer is authorized to deduct from the Employee's last paycheques, sums proportional to any sick time credit paid in advance by the Employer, and to which the Employee was not entitled.

24.08

Where the Employee is no longer capable of holding his Position due to his state of health and the Employer decides to reassign him to a Position in a lower wage group than his initial Position, he will maintain his current salary until the wage group to which he is assigned catches up with his current salary Grade.

SECTION 25 INDUSTRIAL ACCIDENTS AND OCCUPATIONAL DISEASES

25.01

Employees who have suffered an employment injury must notify their immediate supervisor thereof or, if the immediate supervisor is not available, another representative of the Employer before leaving the establishment if they are able to do so, or otherwise as soon as possible.

- a) In the event of injuries sustained or illness resulting from the performance of their duties, Employees shall receive an amount equal to the regular net salary they would have received if they had remained at work. However, Employees shall reimburse the Employer for any amount of salary compensation they collect under the *Act respecting Industrial Accidents and Occupational Diseases* (R.S.Q., c. A - 3.001) or the regulations adopted under said Act.

However, Employees may waive this benefit in writing by receiving their income replacement indemnity directly from the *Commission de la santé et de sécurité du travail* (CSST).

- b) In all other cases, the *Act respecting Industrial Accidents and Occupational Diseases* and its amendments shall apply.

25.02

The Employer may have the injured Employee examined by a physician of his choice, subject to applicable legislation in effect in respect thereof.

25.03

Notwithstanding any contrary or incompatible provisions in the Collective Agreement, as soon as an Employee is consid-

ered able to work following an industrial accident or occupational disease, the Employer shall reintegrate the Employee into his Position or into any other vacant Position in his Job or in any other suitable Job in an equivalent or lower wage group that he or she is able to occupy, with no loss of salary.

25.04

The parties, having reached an agreement on the principle of reintegration between unionized units following an industrial accident, shall agree to negotiate the terms and conditions that will permit such re-integrations after the date the Collective Agreement is signed. The parties shall agree on the following principles.

- Employees from another unionized certification unit who cannot be reintegrated into a suitable Job in their certification unit, following injuries sustained or illness resulting from the performance of their duties, may be reassigned to a Job they are able to occupy in this certification unit.
- Employees covered by this Union certificate who cannot be reintegrated into a suitable Job in this unit, following injuries sustained or illness resulting from the performance of their duties, may be reintegrated into a Job or Position that they are able to occupy in another unionized certification unit.

SECTION 26 VACATION

26.01

- a) Vacation entitlements are acquired on May 1st of each year for services provided in the preceding twelve (12) months. The vacation period runs from May 1st, of a given year to April 30th, of the following year. At the request of

Employees and provided that they have taken a minimum of three (3) weeks, a maximum vacation credit of two (2) weeks may be deposited into their cumulative bank of time.

- b) Vacation periods are granted based on the Employee's Seniority and on the needs of the Employer, following an agreement between the Employee and his immediate supervisor. The Employer must ensure that he can grant a minimum of two (2) weeks to each Employee who wants this, in the period between the *fête nationale du Québec* and Labour Day. Any additional vacation period shall be granted after the April 15th, vacation periods have been selected.

The Employer must provide Employees with a vacation request form on April 1st of each year. Employees must submit their first (1st) and second (2nd) choices by April 15th, at the latest, for some or all of their vacation credit hours for the May 1st to October 31st, period.

The Employer must notify Employees of its decision to either accept or reject their requests, and must post the vacation schedule in the workplace on a board provided for this purpose by May 1st, at the latest.

The Employer must provide Employees with a vacation request form on October 1st, of each year. Employees must submit their first (1st) and second (2nd) choices by October 15th, at the latest, for some or all of their remaining vacation credit hours.

The Employer must notify Employees of its decision to either accept or reject their requests, and must post the final vacation schedule for the November 1st to April 30th, period on a notice board in the workplace provided for this purpose latest November 1st.

- c) Employees may request a vacation or modify their vacation at any time for some or all of their vacation credit hours. However, Employees cannot use their Seniority to transfer the vacation period granted to another Employee who has complied with the above procedure. In all cases, the Employer must render its decision to accept or reject an Employee's vacation request in writing latest ten (10) working days following the date of the request, at the latest.
- d) As at January 31st, any unused credit hours for which an Employee has not requested a transfer into his cumulative bank of time may be determined by the Employer. The Employee shall be notified in writing once the Employer has determined the Employee's vacation period.
- e) However, Employees who submit a vacation request outside the provisions stipulated in paragraph b) of subsection 26.01 for a vacation week of five (5) days or more, or if they want to complete a vacation week by combining vacation hours with Statutory Holidays or floating days, and this request is rejected, the Employee may file a grievance within five (5) working days following the Employer's notice, if the latter's decision is not based on just and sufficient cause.

Upon reception of the grievance, the Employer shall meet with the Union Representative. If the grievance is not resolved at this stage, the Employer shall notify the Union of its final decision within five (5) working days after the grievance was filed.

If a reply is not received within the prescribed time frame, or if the Employer's decision is not accepted by the Union, the Union may submit the grievance for arbitration in accordance with the summary procedure outlined in subsection 22.06 within ten (10) working days of the date the grievance was filed.

26.02

- a) Between May 1st and April 30th, every year, Employees are entitled to annual vacation based on their hiring date, in accordance with the average number of weekly hours stipulated for their Permanent Job for each full month of service, as indicated below.

Weekly Hours	A Less than 1 year	B One year, less than 2 years	C 2 years, less than 5 years	D 5 years, less than 15 years	E 15 years, less than 20 years	F 20 years or more
35 hrs	7 hrs	70 hrs	105 hrs	140 hrs	175 hrs	210 hrs
40 hrs	8 hrs	80 hrs	120 hrs	160 hrs	200 hrs	240 hrs

- b) Employees with less than one (1) year of continuous service are entitled to the number of hours indicated in column "A," based on the average weekly hours indicated for their Permanent Job for each full month of service, up to the maximum indicated in column "B."

The Employer may grant Employees an unpaid leave so that they can go on vacation, but the total number of vacation hours with or without pay must not exceed twice the average number of weekly hours for their Permanent Job.

- c) As per the number of years of continuous service indicated in columns "B," "C," "D," "E" and "F," Employees are entitled to the number of vacation hours indicated for them based on the average number of weekly hours done in their Permanent Job, at a rate of one tenth (1/10) of this number per full month of service.

26.03

Employees who have or shall have the number of years of service required (hiring date) on or before December 31st, of the current year are entitled to the number of vacation hours indicated in paragraph a) of subsection 26.02, subject to the stipulations in paragraph c) of this same subsection.

26.04

Subject to the provisions regarding flexible working hours, absences for annual vacation may never be less than three (3) consecutive hours in a given day. However, Employees with less than three (3) hours of vacation credit left may in such cases take their remaining hours consecutively in a given day.

26.05

Employees who leave the Employer are entitled to be paid for the vacation hours they have accumulated as at May 1st, as indicated in the table in subsection 26.02, based on the weekly hours indicated for their Permanent Job and on the number of years of service, plus one tenth (1/10) of this number per full month of service since May 1st, of the current year, up to the maximum indicated in the same subsection.

26.06

Employees who were absent without pay in the course of the year are entitled, as at the following May 1st, to the number of vacation hours corresponding to the number of full months of service, and the calculation is done in accordance with the provisions of this Section.

26.07

Paragraph a) of subsection 26.01 notwithstanding, Employees who are absent due to illness or an accident and who were not able to use up their vacation hours or take their floating days before April 30th, of the year following the beginning of their absence shall have their credit hours deposited into their cumulative bank of time or shall receive, upon submitting a request in writing, payment for their vacation hours and floating days within thirty (30) days following May 1st, payable in accordance with their normal salary as at the aforementioned April 30th.

If such absence goes beyond April 30th, of the following year, the number of vacation hours and floating days acquired during this period, if any, shall be carried forward from one year to the next until the Employee returns or shall be paid in accordance with the provisions of subsection 26.05 if the Employee leaves the Employer.

Upon returning to work, Employees may carry forward to May 1st, following their return-to-work date, the annual number of vacation hours they need in order to reach the same number of hours to which they would have been entitled if they had remained at work.

SECTION 27 STATUTORY HOLIDAYS AND MOBILE DAYS

27.01

- a) The following are paid, non-working days:
- New Year's Eve;
 - New Year's Day;
 - The day after New Year's Day;

- Good Friday;
 - Easter Monday;
 - Patriots Day;
 - *La fête nationale du Québec*;
 - Canada Day;
 - Labour Day;
 - Thanksgiving Day;
 - Christmas Eve;
 - Christmas Day;
 - Day after Christmas;
 - Two additional days off between Christmas Day and New Year's Day;
- as well as days declared legal or civic holidays and any other day that replaces either of the aforementioned days.

If the Statutory Holiday falls on a Saturday or Sunday, it shall be pushed forward to the next workday. However, if the day before Christmas Day and the day before New Year's Day fall on a Saturday or a Sunday, they shall be pushed back to the Friday before Christmas Day and the Friday before New Year's Day.

- b) For each of the afore-mentioned days, Employees shall be paid the salary they would have normally received for a regular workday.

Employees who must work on one of the Statutory Holidays mentioned in paragraph a) of this subsection shall be compensated in accordance with the provisions of subsection 23.01, in addition to the compensation they shall receive for their Statutory Holiday. For Employees on vacation, the Statutory Holiday days that occur during their vacation shall not be deducted from their vacation credit.

- c) Employees with a regular workweek of thirty-five (35) hours are entitled to forty-two (42) hours of mobile days

and Employees with a regular workweek of forty (40) hours are entitled to forty-eight (48) hours of mobile days, which they must take between May 1st, and April 30th, of each year. These hours may not be transferred to the following year, but they may be deposited into the cumulative bank of time, at the Employee's request. Mobile days require twenty-four (24) hours notice and an agreement between the Employee and his immediate supervisor.

- d) Mobile hours acquired by Permanent Full-Time Employees are granted based on the number of full months of service accumulated between May 1st, and April 30th, of the current period, at a rate of three (3) hours and thirty (30) minutes per month or four (4) hours per month, as applicable. These mobile hours may be taken in advance, between May 1st, and April 30th, of the current period, provided the immediate supervisor is in agreement.

Part-time and Auxiliary Employees accumulate mobile hours at a rate of one forty-third (1/43) of the hours in their regular workweek, up to a maximum of forty-two (42) or forty-eight (48) hours, as applicable.

- e) Employees may use the hours of their mobile hours in days, half days (1/2) or hours whenever they see fit, up to the maximum credit accumulated.
- f) Before December 1st, of a given year, the Employer determines, by Job and in each department, the number of Employees who will be asked to work on the two (2) additional days off between Christmas Day and New Year's Day. A memo shall be posted to this effect. If more than one Employee occupies the Job that was identified for that department, the possibility of working on those two (2) days is offered to Employees of said Job by Seniority. If no one wants to work on those two days, Employee(s) with the

least Seniority in that Job shall work on the determined date(s). The Employee who has to work shall be notified before December 15th, of the year in question.

27.02

- a) In order to be paid for a Statutory Holiday, Employees must not be absent from work the day before or the day after said holiday without authorization from the Employer or without just cause.
- b) Employees who have already been compensated under the provisions of Sections 25 and 30 shall not receive any additional pay.

SECTION 28 SPECIAL LEAVE AND LIFE-WORK BALANCE

28.01 Special Leave

- a) Notwithstanding paragraph d) of the present subsection, an Employee may take time off work without a reduction in salary in the following cases.
 - 1. Five (5) consecutive working days, including the day of his marriage, on the occasion of his marriage;
 - 2. three (3) consecutive working days for the marriage of his child or the child of his spouse;
 - 3. three (3) consecutive working days for the death or funeral of his father, mother, spouse, child or spouse's child, brother or sister, brother-in-law or sister-in-law, father-in-law or mother-in-law.

- b) In addition to the leave referred to in paragraph a) of subsection 28.01, an Employee may be granted an excusable absence shall be deducted from the accrued hours credited to him or taken without pay in the following cases.
1. Two (2) consecutive working days for the marriage of one of his children, a child of his spouse, a brother, a sister, or his father, mother, father-in-law or mother-in-law;
 2. two (2) consecutive working days for the death or funeral of the spouse's father or mother, child, brother or sister, brother-in-law or sister-in-law, or father-in-law or mother-in-law;
 3. one (1) working day for the death of a grandparent, uncle, aunt, son-in-law, daughter-in-law, grandchild or grandparent of the spouse, or three (3) working days if these relatives live under the same roof with the Employee or if they are considered dependants as defined in law;
 4. the day of the ceremony, on the occasion of the ordination of a brother or a son or the taking of vows by a sister, a brother or a child.

In the above-mentioned cases, if the marriage, funeral, ordination or taking of vows is taking place more than eighty (80) kilometres from Côte Saint-Luc, the Employee is entitled to one (1) additional day.

In cases of death, the Employee has the option of taking the leave in full days or half days (1/2) at a time convenient to him. The Employee must advise his immediate supervisor before leaving.

- c) The Employee may also be granted an excusable absence without pay, on ten (10) occasions a year, to meet obligations related to the care, health or education of his child or the child of his spouse or related to the state of health of his spouse, father, mother, brother, sister or grandparent. In all cases, the Employee must inform his immediate supervisor before leaving.

The Employer reserves the right to verify the facts.

- d) The working hours of excusable absence shall be deducted from the accrued hours credited to the Employee by virtue of Section 24 or be unpaid if the Employee's credit hours have been exhausted.

28.02 Personal Leave

- a) An Employee who normally works thirty-five (35) hours a week may take a maximum of forty-two (42) hours off and one who normally works forty (40) hours a week may take a maximum of forty-eight (48) hours off, subject to one (1) day's notice, with the consent of his immediate supervisor and provided he can be replaced at no additional expense by the Employer, during the period from May 1st, to April 30th. Each absence shall be at least one (1) hour a day. These absences shall be deducted from the sick leave credits provided for in paragraphs a) and b) of subsection 24.01. If the Employee has no sick leave credits or sick leave bank, these absences shall be unpaid.
- b) If approved by the immediate supervisor and provided the Employee applies within fifteen (15) working days before taking vacation leave, these hours of absence may be added to the Employee's vacation period.

28.03 Judicial Leave

An Employee called as a juror or witness in a case in which he is not an interested party shall receive the difference between his salary and the pay to which he is entitled for acting as juror or witness during the time that he is obliged to do so, with the exception of amounts for accommodation, meals and transportation. The Employer may ask for supporting documents if necessary.

However, an Employee called as a witness in a case to which the Employer is a party and in which he is not a witness for the Employer shall not receive the difference provided for in the present subsection if his subpoena was unnecessary.

28.04 Public Service Leave

- a) On written request, the Employer shall grant unpaid leave of up to thirty (30) working days to any Employee who is running for office in a federal, provincial or school election. Similarly, the Employer shall grant unpaid leave, up to a maximum term equal to the period between the day following publication of the election notice and the day of the vote, to any Employee running for office in a municipal election.
- b) An elected Employee shall be granted unpaid leave for the duration of his mandate as a Member of Parliament or member of a provincial assembly. At the end of his term of office, he shall return to a Job identical or equivalent to the Job he held at the time of his departure.
- c) An Employee elected as a municipal councillor or mayor or as a school commissioner shall be granted unpaid leave for the time required to carry out the requirements of his mandate.

28.05 Maternity Leave

- a) Subject to the second point in paragraph e) below, an Employee who is pregnant shall be entitled to twenty (20) weeks of unpaid maternity leave.

The Employee must inform the Employer ten (10) working days before the date of her departure and present a medical certificate from her attending physician, indicating the expected date of delivery.

- b) The notice may be less than ten (10) working days if the medical certificate attests that the Employee needs to leave work earlier.

In case of an interruption of pregnancy or in case of an emergency resulting from the pregnancy that requires her to stop work, the Employee must, as soon as possible, give the Employer a notice supported by a medical certificate attesting to the interruption of pregnancy or the emergency.

- c) Even if the Employee does not present the notice described in paragraph a), she may leave at any time during the six (6) week period preceding the expected date of delivery and be granted maternity leave.
- d) The distribution of weeks of leave before and after the delivery shall be at the discretion of the Employee concerned, within the following limits.
1. The Employee may leave her work at any time beginning in the sixteenth (16th) week before the expected date of delivery. However, commencing on the sixth (6th) week preceding the above-mentioned date, the Employer may demand, in writing, addressed for this purpose to the pregnant Employee who is still at work,

that she provides a medical certificate establishing that she is still able to work. If she fails to provide the Employer with the above-mentioned certificate within eight (8) days, the Employer may compel her to begin her maternity leave immediately by sending her written notice to this effect, with reasons.

2. The Employee's return-to-work date shall be determined according to the date on which she left work, provided that the leave is neither more or less than twenty (20) weeks. If the Employee wishes to return to work within two (2) weeks following the birth, she must produce a medical certificate attesting that her health will not be placed at risk by the resumption of work at this time. The Employer reserves the right to verify the Employee's state of health.
3. If the birth occurs after the expected date, the Employee shall automatically be entitled to an extension of the maternity leave equivalent to the delay period, unless she can be granted at least two (2) weeks of maternity leave after the birth.

e) **Special Maternity Leave**

1. When there is a risk of an interruption of pregnancy or risk to the health of the mother or the unborn child, brought on by the pregnancy and requiring her to stop work, the Employee shall be entitled to special maternity leave and be considered to be on sick leave by virtue of Sections 24 and 30, for the period indicated in the medical certificate attesting to the existing danger and indicating the expected date of delivery.
2. A pregnant Employee shall also be entitled to special maternity leave as a result of a natural miscarriage or a

miscarriage procured legally before the beginning of the twentieth (20th) week, and she can be absent by virtue of Sections 24 and 30, for a period not exceeding three (3) weeks, unless a medical certificate attests to the need to extend the leave.

- f) On the basis of a request accompanied by a medical certificate, a pregnant Employee exposed to radiation, toxic substances or working conditions involving a physical danger to her or to the unborn child must be moved to another Position.
- g) During maternity leave, the Employee shall continue to accrue the Seniority, experience, vacations, sick leave credits, Statutory Holidays, and leave mentioned in paragraph a) of subsection 27.01, continue to participate in the health insurance plan and other plans applicable to her by paying her share of premiums, if any.

However, an Employee who receives supplementary benefits by virtue of paragraph o) shall not be entitled to the holidays and leave mentioned in paragraph a) of subsection 27.01 that occur during this period.

- h) An Employee who, before the end of her maternity leave, sends the Employer a notice of extension of maternity leave accompanied by a medical certificate attesting that her state of health or that of her child make it necessary, shall be entitled to an extension of the maternity leave for the duration indicated in the medical certificate.
- i) On her return to work after the maternity leave, the Employer shall reinstate the Employee in the Position that she occupied at the time of her departure or a Position that she would have obtained during her leave with the salary to which she would be entitled if she had remained at work.

- j) During the fourth (4th) week preceding the end of the maternity leave, the Employer shall send the Employee a notice indicating the expected ending date of the maternity leave and the Employee's obligation to give the notice described in paragraph k).
- k) The Employee must give the Employer at least two (2) weeks written notice of the date of her return to work. If such notice is not given, the Employer, provided it has sent the notice described in paragraph j), shall not be obliged to take the Employee back before two (2) weeks from the date on which she reports for work.
- l) Due to a poor state of health related to her delivery, the Employee may, immediately after her maternity leave described in paragraphs a) and h), be considered to be on sick leave and the provisions of Sections 24 and 30 shall apply.
- m) If the interruption of pregnancy occurs on or after the twentieth (20th) week of pregnancy, the Employee is entitled to maternity leave of a maximum duration of eighteen (18) continuous weeks following the week of the event.
- n) The Employee may exhaust her vacation leave credits on her return to work or may carry them forward in accordance with subsection 26.07.
- o) **Supplementary Benefits Plan**

A Permanent Employee who has twenty (20) weeks of service or an Auxiliary Employee who has five (5) years of Seniority with the Employer before the beginning of her maternity leave and who, pursuant to the presentation of an application for benefits under the Quebec Parental Insurance Plan (QPIP), is declared eligible for such benefits

without being declared disentitled to such benefits, shall receive, during her maternity leave:

1. for each week during which she receives or could receive benefits under the QPIP, a top-up allowance equal to the difference between ninety percent (90%) of her weekly salary and the benefits that she receives or could receive under the QPIP, for a maximum of twenty (20) weeks;
 2. the Employee benefits from being exempt from contributing to the pension plan during her maternity leave for which she receives benefits under the Supplemental Benefits Plan of the QPIP.
- p) The allowance described in paragraph o) shall be paid weekly beginning in the second (2nd) week following the presentation by the Employee of evidence attesting that she is receiving benefits under the QPIP.
- q) For the purposes of the present subsection, the weekly wage is that which she received immediately before she stopped work and, for a Part-Time Employee, the average weekly wage received during the twenty (20) days before going on leave.
- r) The Employee may be absent without pay for a medical examination related to her pregnancy or for an examination related to her pregnancy carried out by a midwife. The Employee shall inform her immediate supervisor, as soon as possible, when she must be absent.

28.06 Parental Leave

- a) The Employee is entitled to paid leave of up to a maximum of five (5) working days on the occasion of the birth of his child. The Employee is also entitled to this leave in case of

an interruption of pregnancy occurring on or after the beginning of the twentieth (20th) week preceding the expected date of delivery. This leave may be discontinuous and must be taken between the beginning of the delivery and the fifteenth (15th) day following the return home of the mother or child.

One of the five (5) days may be used for the baptism or to register the birth.

An Employee of the same sex whose spouse gives birth is also entitled to this leave if she is recognized on the birth certificate, and it is a joint parental project.

- b) On the occasion of the birth of his child, an Employee is also entitled to unpaid parental leave of up to five (5) weeks, which, subject to paragraphs c) and d), must be consecutive. This leave must end latest at the end of the fifty-second (52nd) week following the week of the child's birth.

An Employee of the same sex whose spouse gives birth is also entitled to this leave if she is recognized on the birth certificate, and it is a joint parental project.

- c) When his child is hospitalized, the Employee may suspend his parental leave, by agreement with his Employer, and return to work for the period of this hospitalization.
- d) At the Employee's request, the parental leave may be divided into weeks if the child is hospitalized or when a situation arises that would justify the Employee's absence pursuant to subsections 79.1 or 79.8 to 79.12 of the *Act respecting Labour Standards* (R.S.Q., c.N-1.1) and in cases determined by regulation.

During such a suspension, the Employee is considered to be on unpaid leave and shall receive no compensation or benefits from the Employer; he shall accrue Seniority, retain his experience and continue to participate in the health insurance plan and other applicable plans by paying his share of premiums, if any.

28.07 Unpaid Parental leave

- a) Continuous unpaid parental leave of up to two (2) years following the birth of a child, or the custody date in the case of an adoption, shall be granted to an Employee who so requests.
- b) The Employee who does not take advantage of the parental leave described in subsection a) shall be entitled, when approved by the Employer and subject to its needs, to partial parental leave of up to two (2) days per week without pay, which may be spaced out over the same two (2) year period.

The Employee may however combine, in uninterrupted fashion, a continuous unpaid leave and a partial leave within this same two (2) year period. In this case, the notice described in paragraph c) must contain the breakdown of the period of continuous leave and the period of partial leave.

- c) The Employee must inform the Human Resources Department at least thirty (30) days before the date the leave is to begin by presenting a written statement attesting to his application for parental leave and indicating the likely duration thereof.

When the Employee opts for a period of partial parental leave, the above-mentioned notice must identify the day or

the two (2) days off for the leave period as well as the likely duration of the leave.

- d) Subject to paragraph e), an Employee on parental leave shall continue to accrue Seniority, vacation leave, and sick leave credits during the first twenty-six (26) weeks of the parental leave.
- e) Upon his return to work after the parental leave, the Employer shall reinstate the Employee in the Position he occupied at the time of his departure or to a Position that he would have obtained during his leave with the salary to which he would be entitled if he had remained at work.
- f) An Employee who wishes to end his parental leave or his partial parental leave before the expected date must give written notice of his intention at least fifteen (15) working days before returning to work.
- g) The Employee may exhaust his vacation leave credits on his return to work or may carry them forward in accordance with subsection 26.07 if agreed to by his immediate supervisor.
- h) Unless explicitly stipulated otherwise, no provision of the present article may have the effect of conferring to an Employee a benefit greater than that he would have enjoyed if he had remained at work.

28.08 Adoption Leave

- a) An Employee who adopts a child is entitled to up to five (5) working days of paid leave.

This leave may be split up at the Employee's request and may not be taken after the end of the fifteen (15) day period

following the arrival of the child in the home. The Employee must inform the Employer of his absence as soon as possible.

- b) An Employee who adopts a child is entitled to unpaid adoption leave of up to seventy (70) weeks after he is given custody of the child. He must inform his supervisor fifteen (15) working days before the date of his departure by presenting a written statement and the supporting documents attesting to the legal procedures for adopting the child.

During the adoption leave, subject to paragraph c), the Employee shall continue to accrue Seniority, vacation leave and sick-leave credits during the first forty-six (46) weeks of the parental leave.

- c) Upon his return to work after the adoption leave, the Employer shall reinstate the Employee in the Position that he occupied at the time of his departure or in a Position that he would have obtained during his leave.
- d) An Employee who has twenty (20) weeks of service with the Employer before his adoption leave begins and who, following the presentation of an application for benefits under the Quebec Parental Insurance Plan (QPIP), is declared eligible for such benefits without being declared disentitled to such benefits, shall receive for each week during which he receives or could receive benefits from the QPIP, a top-up allowance equal to the difference between ninety percent (90%) of his weekly wage and the QPIP benefits that he receives or could receive, but without however exceeding twelve (12) weeks.
- e) The allowance described in paragraph d) shall be paid weekly beginning in the second (2nd) week following the presentation by the Employee of evidence attesting that he is receiving benefits from the QPIP.

- f) The Employee may exhaust his vacation leave credits on his return to work or may carry them forward in accordance with subsection 26.07 if agreed to by his immediate supervisor.

Note: Subsections 28.05, 28.06, 28.07 and 28.08 shall apply, *mutatis mutandis*, to persons continuing to receive employment insurance benefits.

28.09 Unpaid Leave

- a) Subject to the Employer's needs, an Employee who wishes to take unpaid leave for personal reasons may obtain permission to be absent for a defined period. The Employer's decision cannot be subject to a grievance.
- b) The Employee shall retain but not accrue his fringe and other benefits, whether or not provided for in the Collective Agreement. The Employee may however maintain his group insurance coverage by paying the total cost of premiums for the duration of his leave before his leave begins.

Upon his return, the Employee shall receive the salary that he would have received if he had remained continuously in his Job, with the exception of grade increase proportion to the length of his leave.

28.10 Cumulative bank of time

- a) An Employee may set up a cumulative bank of time that may not exceed three (3) months of work by transferring to it the annual balances of sick leave credits, mobile days, accrued time and the excess of three (3) weeks annual vacation, subject to the maximum set out in subsection 26.01.

- b) The accrued credits in the cumulative bank of time may be used, at the rate in force at the time of the event, by agreement with his immediate supervisor in the following cases:
- to meet obligations related to the health of a close relative as set out in subsection 28.11;
 - to allow for pre-retirement leave or progressive retirement as set out in subsection 28.12.
- c) The accrued hours in the cumulative bank of time may not be converted into money except in the case of resignation, termination or disability declared by the Quebec Pension Plan (QPP), retirement or death. The Employee, or his successors, if any, shall then receive the balance of the unused days in this cumulative bank of time, at the most recent rate of pay.

28.11 Required Presence Leave

Following the production of supporting documents, the Employee shall be entitled to leave, unpaid or taken from his cumulative bank of time described in paragraph a) of subsection 28.10, if his presence is required because of serious illness or serious accident involving his child, his spouse, the child of his spouse, his father, his mother, a brother, a sister or one of his grandparents.

This leave may not exceed twelve (12) weeks over a twelve (12) month period. The absence may be extended if a minor child of the Employee is suffering from a serious and potentially fatal illness. This absence shall not exceed one hundred and four (104) weeks after the beginning of the absence.

28.12 Pre-retirement and Progressive Retirement Leave

- a) An Employee may take pre-retirement leave by using his

cumulative bank of time. However, he must take it in a single block immediately before the beginning of his retirement. The Employee must make a written request to the Human Resources Department at least three (3) months in advance.

- b) An Employee who is less than ten (10) years from normal retirement age, sixty-five (65) years, or who is over this age, may also take a progressive retirement payable from his cumulative bank of time described in subsection 28.10, over a maximum period of one (1) year, including:
 - a reduction in work time of at least one (1) day a week and a maximum of three (3) days.
- c) The Employee must make a written request to the Human Resources Department at least three (3) month in advance.

28.13 Deferred Payment Leave

- a) The goal of the deferred payment plan is to permit financing of unpaid leave without penalizing the Employee with respect to his rights and benefits set out in the present agreement. At the time of his leave, the Employee may not engage in activities that might place him in a conflict of interest with the Employer.

b) Definition

The purpose of the deferred payment leave plan, hereinafter referred to as the “plan,” is to allow a Permanent Employee who has obtained a decision in advance authorizing unpaid leave to have his salary spaced out over a predetermined period, in order to be able to receive his compensation during the leave obtained. This plan includes a contribution period followed by a leave period.

c) Duration of Plan

The duration of the plan may not exceed seven (7) years.

d) Plan Contribution Period

The contribution period shall be eighteen (18) to fifty-four (54) month unless the leave is being granted to continue studies and, in this case, the minimum contribution period shall be eight (8) months and the maximum fifty-seven (57) months.

e) Leave Period

The leave period may be six (6) to twelve (12) consecutive months. If the purpose of the leave is to continue studies, the minimum leave period may be three (3) months.

f) Percentage of salary (DPLP)

The Employee may choose one of the following options – the percentage indicates the proportion of the salary received for the duration of the plan.

PLAN PERIOD				
Length of leave	2 years	3 years	4 years	5 years
6 months	75%	83.33%	87.50%	90%
7 months	70.83%	80.55%	85.42%	88.33%
8 months	66.67%	77.78%	83.33%	86.67%
9 months	75%	81.25%	85%	
10 months		72.22%	79.17%	83.33%
11 months		69.44%	77.08%	81.67%
12 months		66.67%	75%	80%

g) Applicable Pay

The percentage of his salary that the Employee receives during the years of participation in the plan shall be calculated, according to the option chosen in paragraph f), on the basis of the annual salary adjusted for the increases provided for in the present agreement, with the exception of the relevant statutory increase, if any, in proportion to the period of leave.

h) Rights and Benefits

Paid days and other leave described in the present agreement shall be paid according to the percentage of the option chosen by the Employee during the contribution period as well as during the period of leave.

During the period of leave, an Employee on deferred payment leave shall retain but not accrue fringe and other benefits, whether or not provided for in the present agreement. He shall also maintain his full balance of vacation hours accrued but not taken at the time the leave comes into effect. These hours may be used upon his return from leave or carried forward in accordance with the provisions of subsection 26.07.

During the period of leave, the Employee shall continue to accrue service as per subsection 26.06.

i) Eligibility

A Permanent Employee with at least two (2) years of service may participate in the plan. The Employee must make a signed written request to the Human Resources Department, specifying the length of the period, the length of the leave and the date the leave is to begin. The plan shall

come into effect latest sixty (60) days after a contract is signed between the Employer and the Employee. Such a contract cannot derogate in any way from the provisions of the present plan.

j) Contributions to Insurance and Retirement Plans

The Employee and Employer contributions to group insurance and retirement plans during the contribution period shall be the same as if the Employee were not participating in the plans.

During the period of leave, the Employee may continue to participate in insurance and retirement plans provided he so requests when the leave begins and pays all premiums, including the Employer's portion, taking into account the provisions of applicable insurance contracts and retirement regulations.

k) Termination of Plan

The plan will end if any of the following events occurs:

- if the Employee leaves his Job;
- if the Employee is dismissed;
- in the case of the Employee's death.

In extraordinary circumstances, such as serious financial difficulties, and with the consent of the authorities concerned, the Employee may withdraw from the plan on condition that he gives at least six (6) months notice to this effect before the planned date of the leave.

If the contract is terminated for any of the reasons given above, the plan shall end on the date of the event in question and contributions deducted from wages shall be repaid without interest.

l) **Suspension of Plan**

If the Employee becomes the victim of a work accident or an occupational disease before the beginning of the planned leave period, participation in the plan shall be suspended as of the date of the event. The period of the plan shall be adjusted accordingly and the leave period postponed by the same duration. During the suspension period, full work accident benefits shall be payable.

If the Employee has to be absent because of illness before the beginning of the planned leave period, participation in the plan shall be suspended for the duration of the absence beginning at the end of the waiting period provided for in the short-term disability insurance contract. Upon his return to full-time work, the duration of the plan shall be adjusted accordingly and the leave period postponed by the same amount.

m) **Parental Leave**

In the case of parental leave, participation in the plan shall be suspended for a maximum period of twenty-four (24) months. The duration of the plan shall be extended by the equivalent of the number of weeks of leave used for parenting and the leave period set out in the plan shall be postponed accordingly. During this parental leave, benefits, if any, shall be established on the basis of the salary that would be paid if the Employee had not participated in the plan.

n) Suspension of Employee

If the Employee is subject to a suspension of an administrative or disciplinary nature that extends beyond the date on which the planned leave is to begin, the Employee may postpone the unpaid leave for a period equivalent to the term of the suspension, unless it is reversed pursuant to a grievance challenging it.

At no time may the duration of a plan that is extended pursuant to the provisions set out in paragraphs l), m) and n) exceed the seven (7) year maximum set out in paragraph c).

In the event that the absence due to illness or that the disability resulting from a work accident or occupational disease or a suspension continues past the maximum duration of the plan, the plan shall end and contributions deducted from salary shall be repaid without interest.

o) Return

Upon his return from leave, the Employee shall receive the salary that he would have received if he had remained in continuous service in his Position, with the exception, where applicable, of the corresponding statutory increase in proportion to the duration of his leave. The Employee must perform his usual Job or any other Job governed by the present Collective Agreement, for a period at least equal to the duration of the leave.

p) General

No provision of the present plan may have the effect of conferring on an Employee a benefit greater than that to which he would have been entitled if he had not taken advantage of the deferred payment leave.

SECTION 29 GRADE INCREASE

29.01

- a) Beginning July 1st, 2006, grade increases shall be granted to the Employee until he has reached the maximum for his wage group.
- b) The Employee shall receive the equivalent of a grade increase each year on the anniversary date of his nomination as an Employee or of his temporary or Permanent promotion.

29.02

Grade increases shall be granted to the Employee taking into account his efficiency and performance.

The Employer must inform the Employee of its intention not to grant his grade increase at least twenty (20) working days before the date on which the Employee is entitled to receive such an increase. The Employer must submit to the Union the reasons behind its refusal.

SECTION 30 INSURANCE PLAN

30.01

The Employer undertakes to enrol all Employees who meet the insurance carrier's criteria in an insurance plan that provides coverage for a life insurance plan before retirement equal to two (2) times the Employee's salary, temporary disability benefits equivalent to seventy-five percent (75%) of the Employee's salary for a period of twenty-six (26) weeks after a waiting period of five (5) working days, as well as accidental death and dismemberment insurance and insurance in the event of the death of a dependent.

The salary reported to the insurance company for purposes of computing the benefits includes premiums and pay for a temporary nomination (assignment).

The short-term disability benefits are payable for up to fifteen (15) weeks if the Employee is sixty-five (65) years old and above or if he is eligible for retirement without penalty to their pension benefits.

The Employer shall pay all the premiums for said insurance policy.

The Employer shall provide the Union with a copy of the life and disability insurance master policies within thirty (30) days of signing the Collective Agreement.

30.02

The provisions of Sections 21 and 22 do not apply in consideration of the insurer's decisions.

30.03

The rebate accorded by Human Resources and Social Development Canada (HRSDC) shall be paid to the Union's insurance fund as contribution to additional insurance costs. The Employer contributes a supplement equivalent to two and three-tenths percent (2.3%) of the Employees' mass salary subject to the Collective Agreement.

The insurance that may be financed by these contributions directly or indirectly is limited to a health insurance plan and a dental plan, with the exception of any supplementary disability insurance or short-term or long-term disability insurance.

The definition of the mass salary of Employees subject to the Collective Agreement is similar to that provided for in paragraph b) of subsection 32.06.

30.04

The Employer shall take out a long-term Employee disability coverage that will include the following.

- a) Upon expiry of the twenty-seven (27) week waiting period, a disabled Employee is entitled to an annual disability benefit payable biweekly at a Grade equivalent to thirty-five percent (35%) of his best salary. The best salary is equivalent to the annualized best thirty-six (36) consecutive months' average salary prior to the disability. The Employer shall take out additional long-term disability insurance for the Employee similar to the one set out in this paragraph. The insurance will be paid fully by the Employee, who pays the premiums deducted at source by the Employer. The premium shall not be higher than that paid by the Employer.
- b) For the purposes of this subsection and subject to the application of paragraph d) below and the limitations and exclusions that ordinarily apply to insurance contracts in the event of short-term disability, disability over the first eighteen (18) months is defined as the state of physical or mental impairment that requires medical follow-up and renders the Employee completely unable to perform the essential duties of his Job. Thereafter, disability refers to the physical or mental state that renders the Employee completely unable to perform any Job that he may be offered by the Employer and for which he is reasonably qualified on the basis of his training or experience, and which is remunerated at the equivalent of at least twice the amount in paragraph a) of this subsection.

c) Payment of the disability benefits terminates when a medical report demonstrates the end of the disability as regards the Employee's original Job, when a Job that meets the requirements of the definition of disability becomes available, when the Employee attains the age of sixty-five (65) years, or when the Employee retires or is eligible for retirement without penalty to their pension benefits.

d) **Medical Examination**

1. Basic procedure: at least one (1) physician designated by the Employer or the third party if applicable shall perform the requisite medical examinations for the purposes of the insurance cover described above to determine the Employee's disability. The physician's decision is final, subject to point 2.
2. Right of appeal: the Employee may be accompanied by his personal physician during the medical examinations. If the Employee's physician is not in attendance and if the Employee is dissatisfied with the decision rendered by the Employer's or third party's physician, he has a right to forward a copy of his physician's written report within sixty (60) days of receipt of the said decision. If the physician and those nominated by the Employer or third party have divergent opinions, they will recommend the nomination of another physician to the Employer. The physician's decision is final. The examination performed by the physician will take place in the presence of the Employer's physician or a third party physician and the Employee's personal physician should they wish to attend.

The Employer and Employee shall each bear one half of the costs of producing medical certificates, medical reports and any other documents required of the Employee.

e) **Indexation**

The pension payment amounts shall be increased on July 1st of each year after completion of the waiting period by the indexing percentage (which is prorated the first year based on the number of months for which the long-term disability benefits were paid in the year during which the waiting period expired). The indexing percentage is equivalent to the currency inflation index less one and three hundredths of one percent (1.03%) where the currency inflation index is equal to one (1) plus the arithmetic mean for the sixty (60) calendar months ending December 31st of the preceding year, of the rate of the Government of Canada bond maturing in ten (10) years or more, divided by one and two-hundredths of one percent (1.02%). The indexing percentage cannot be greater than five percent (5%) over a given year.

The long-term disability coverage may be paid through a self-insured and self-directed plan and operated by a fully-insured insurer or a combination of both. In the event of a contract with a third party administrator or insurer, a copy of the terms of the winning bid and the policy shall be sent to the Union. The insurance premiums and all taxes and administrative fees shall be paid by the Employer.

- f) An Employee who continues to work after attaining the age of sixty-five (65) years or more ceases to be eligible for the long-term disability coverage.

30.05

The Employer makes one (1) source deduction of all the mandatory contributions of Permanent, Temporary and Part-Time Employees to the insurance plan, as established by the Union, and makes periodic remittances of the amounts collected to the Union's insurance fund.

SECTION 31 EXPENSES, TRAVEL ALLOWANCES AND PARKING FEES

31.01

The Employee is not expected to use his personal vehicle in the course of his employment.

31.02

- a) The Employer shall reimburse the Employee for all expenses incurred in or as a result of his employment duties, provided the authorization of the immediate supervisor is given beforehand and upon presentation of supporting documents or explanations if the documents are not available.
- b) It is the Employer's policy to pay a consistent expense and travel allowance rate to Employees who are called upon to incur such expenses in like circumstances.
- c) Upon request, the Employer shall provide advances for all travel involving anticipated expenses of twenty-five dollars (\$25) and above to compensate for travel expenses approved beforehand by the immediate supervisor.

31.03

Employees who are currently entitled to free parking at or near their work place will retain the entitlement, unless the physical location of the said Employee's department is moved or there is a land use change of the available space.

SECTION 32 PROFESSIONAL DEVELOPMENT

32.01

Upon presentation of an attestation of successful completion or an attestation of course attendance for non-exam courses, the

Employer shall reimburse the Employee half the registration and tuition fees for courses approved by the Employer prior to the course and which are related to the Job performed by the Employee or which may allow him to apply for another Position or more senior Position with the Employer.

These provisions also apply to Employees on unpaid or deferred salary leave pursuing their studies. If the Employee terminates his employment within twelve (12) months after completion of the training, he shall reimburse all the amounts paid.

If agreed to at the Training Committee under subsection 32.05, the above reimbursement may include the repayment of any other expenses that are not listed if applicable.

32.02

If the course is taken at the request of the Employer or the government or if it falls under a career development plan agreed to by the parties, the registration and tuition fees will be fully paid by the Employer; if the courses take place during working hours, there is no loss of wages and the Employee will not be expected to make up for the training period. These provisions are subject to an agreement between the Employer and the Employee.

32.03 Professional Association or Corporation

The Employee is free to join a professional association or corporation unless the right to practice is related to membership in such association or corporation. The costs associated with mandatory membership in a professional association or corporation shall be assumed by the Employer.

32.04 Career Development Plan

The Employer agrees to discuss training issues at the Labour Relations Committee to encourage Employees to acquire skills for transfer or promotion purposes. The Committee will also discuss all issues related to professional development.

32.05 Training Committee

The Training Committee's mandate is to:

- facilitate the career development plan;
- maintain, develop and acquire skills;
- access superior function;
- meet institutional requirements for workforce development;
- facilitate the management and mobility of laid-off Employees.

32.06

- a) Every three (3) months, the Employer will pay the equivalent of three tenths of one percent (0.30%) of the mass salary of Employees governed by the Collective Agreement for the preceding three (3) months into the Union's Education Fund.
- b) The mass salary for Employees governed by the Collective Agreement refers to the salary paid plus the amounts paid in sick leave credits, mobile days and paid special leave, Statutory Holidays and leave with pay, premiums, benefits paid under paragraph 25.01 a), holidays, maternity or parental leave benefits, Union leave paid by the Employer and overtime. The mass salary includes the amounts paid to

Employees who have resigned or have been placed on availability or dismissed during the said period.

- c) The Union Education Fund shall be used for education purposes touching on all aspects of unionism.

32.07 Orientation and Retirement Training

- a) An Employee shall attend an orientation session on work conditions pertaining to his Job, particularly covering Occupational Health and Safety, in the months following his assignment. The information session shall be conducted during working hours without loss of wages.
- b) An Employee is entitled to training on his retirement plan and related provisions three (3) years before he is entitled to retire.

This training session is given jointly (Employer and Union) and shall be conducted by instructors nominated by both parties.

SECTION 33 SALARY

33.01

- a) As of July 1st, 2006 or the date of nomination if the Employee was nominated at a later date, the Employee's remuneration shall be based on the compensation plan (Schedule "A-1") for the period July 1st, 2006 to December 31st, 2007.
- b) On or after the signing of the Collective Agreement, the Employer shall pay the Employee a lump sum of two per cent (2%) of the salary earned between January 1st, 2007 and December 31st, 2007. The lump sum shall also be paid

to the beneficiaries of Employees who died after January 1st, 2007 and to Employees who retired after January 1st, 2007.

- c) As of January 1st, 2008 or the date of nomination if the Employee was nominated after this date, the Employee's remuneration shall be based on the compensation plan (Schedule "A-1") for the period January 1st, 2008 to December 31st, 2008.

The individual salary of an Employee Employed by the Employer as at January 1st, 2008 has been increased by two and five-tenths of one percent (2.5%) with effect from that date.

- d) As of January 1st, 2009 or the date of nomination if the Employee was nominated at a later date, the Employee's remuneration shall be based on the compensation plan (Schedule "A-1") for the period January 1st, 2009 to December 31st, 2009.

The individual salary of an Employee Employed by the Employer as at January 1st, 2009 shall be increased by two percent (2%) with effect from that date.

- e) As of January 1st, 2010 or the date of nomination if the Employee was nominated at a later date, the Employee's remuneration shall be based on the compensation plan (Schedule "A-1") for the period January 1st, 2010 to December 31st, 2010.

The individual salary of an Employee Employed by the Employer as at January 1st, 2010 shall be increased by two and five-tenths of one percent (2.5%) with effect from that date.

- f) As of from January 1st, 2011 or the date of nominated if the Employee was nominated at a later date, the Employee's remuneration shall be based on the compensation plan

(Schedule “A-1”) for the period January 1st, 2011 to December 31st, 2011.

The individual salary of an Employee Employed by the Employer as at January 1st, 2011 shall be increased by two percent (2%) with effect from that date.

For the period January 1st, 2011 to December 31st, 2011, if the Consumer Price Index (CPI) for the Montréal region is greater than two percent (2%), the compensation plans under the Summary of the Pay Structure (Schedule “A”) shall be adjusted retroactively on a percentage of the Consumer Price Index (CPI) for the Montréal region up to a maximum of three percent (3%).

The retroactive application resulting from the implementation of the above subsection shall be paid to each Employee and beneficiary within thirty (30) days of the publication of the Consumer Price Index (CPI) for 2011.

- g) As of January 1st, 2012 or the date of nomination if the Employee was nominated at a later date, the Employee’s remuneration shall be based on the compensation plan (Schedule “A-1”) at January 1, 2011 plus Grades under this paragraph for the period January 1, 2012 to December 31, 2012.

The individual salary of an Employee Employed by the Employer as at January 1st, 2012 shall be increased by two percent (2%) with effect from that date.

For the period January 1st, 2012 to December 31st, 2012, if the Consumer Price Index (CPI) for the Montréal region is greater than two percent (2%), the compensation plans in the Summary of the Pay Structure (Schedule “A-1”) shall be adjusted retroactively on a percentage of the Consumer

Price Index (CPI) for the Montréal region up to a maximum of three percent (3%).

The retroactive application resulting from the implementation of the above subsection shall be paid to each Employee and beneficiary within thirty (30) days of the publication of the Consumer Price Index for 2012.

33.02

No Employee shall suffer a reduction in pay as a consequence of the reclassification of his Job and the implementation of new compensation plans.

33.03

The individual salary for an Employee whose Position is reclassified into a higher Grade than his group shall be established from his salary plus the amount for the Grade of the new salary group. Using the results obtained, the salary shall be set at the Grade immediately above but will not exceed the maximum.

33.04 Part-time or Auxiliary Employee

Part-time or Auxiliary Employees receive a periodic salary for the Job they are assigned to on a pro rata basis of hours worked in relation to the regular workweek; the provisions of full months of service do not apply.

The benefits under the Collective Agreement shall be prorated to the hours remunerated at the regular rate in relation to the regular workweek. To be eligible for the prescription drugs insurance, the Employee must work for a minimum of twenty-four (24) hours a week for at least four (4) weeks or have five (5) years of service.

33.05 Premium

A premium of eighty-five cents (\$0.85) per hour shall be paid for each regular hour worked during:

- the period between 6:00 p.m. and midnight;
- the period between 7:00 a.m. and 6:00 p.m. on Saturday or Sunday.

A premium of one dollar and thirty-five cents (\$1.35) per hour shall be paid for each regular hour worked during:

- the period between midnight and 7:00 a.m.

Notwithstanding the foregoing, the premium shall not be paid concurrently with the overtime rate when the latter has to be paid or compensated.

33.06

Effective January 1st, 2010, the premiums under the Collective Agreement and the letters of agreement in effect shall also be increased at the same percentage, for the same periods and according to the same terms as the Grades under Section 33.01.

33.07 Seniority Bonus

Effective January 1st, 2009, all Permanent Employees shall be entitled to a Seniority premium on or around December 15th, calculated as follows:

- after five (5) years of service.....\$100;
- after ten (10) years of service\$150;
- after fifteen (15) years of service\$200;
- after twenty (20) years of service\$250;
- after twenty five (25) years of service.....\$300.

SECTION 34 PAYMENT OF SALARY

34.01

The annual salary is divided into fifty-two (52) instalments. The payment is made by direct deposit every Thursday.

34.02

If a pay day falls on a Statutory Holiday, the pay day shall be on the preceding working day.

34.03

a) The pay check stub shall include the following information:

- the Employee’s last and first name;
- the Employee’s identification number;
- Job title;
- regular hourly rate;
- name of Employer;
- date and pay period;
- number of regular hours;
- number of overtime hours;
- salary for regular work hours;
- salary for overtime hours;
- premiums;
- taxable benefits;
- details of deductions;
- net wages;
- cumulated earnings and deductions;
- sick leave bank;
- vacation bank;
- mobile bank;
- cumulative overtime bank;
- cumulative bank of time.

34.04

- a) In the event of a payment error on the part of the Employer, the Employer undertakes to correct the error on the next pay following the Employee's request.
- b) When the Employee has to reimburse money to the Employer, the reimbursement shall be made through salary deductions. Before any deductions are made, the Employee must be informed of the debt and confirm in writing that the debt is true and exact. The Employer and Employee must agree on the reimbursement and how the debt shall be spread out. In the absence of an agreement, the Employer shall not make deductions in excess of ten percent (10%) of the Employee's net earnings.

34.05

An Employee who has voluntarily resigned or who has been placed on availability or dismissed must return all property belonging to the Employer before his departure. The Employer shall make salary adjustments on the last pay. The Employee shall receive his salary and personal effects at the time of departure or latest the next pay day.

SECTION 35 PENSION PLAN

The Employer shall maintain the current pension plan with the same terms and conditions in effect. All amendments made by the Retirement Committee to the current plan must be submitted to the Union before implementation.

However, the parties have agreed to proceed, through the Retirement Committee, with grades to improve the Employees' pension, in particular with respect to the maximum amount of eligible earnings.

SECTION 36 JOINT EMPLOYEE ASSISTANCE PROGRAM

The Employer and the Union mutually undertake to treat alcoholism, drug addiction or any other dependencies affecting Employees in a cooperative, constructive and confidential manner.

To that end, the parties:

- agree to work together to help Employees affected by the above problems;
- recognize that these dependencies are illnesses that can and must be treated;
- undertake to respect confidentiality, which is critical to effective response. Under no circumstances shall the information obtained be used for any other purposes than the application of this Section or for the insurance plan, and only with the written consent of the person concerned.

Union Representatives will get time off in accordance with the terms of subsection 5.04. The Employer undertakes to facilitate the work of Union Representatives whenever possible.

This Section shall not be construed as constituting a relinquishment of the Employer's right to maintain order or exercise its managerial or disciplinary right in the event of unbecoming conduct.

SECTION 37 TECHNOLOGICAL CHANGE

37.01

Technological change refers to any changes or developments to equipment, materials, processes or tasks assigned to one (1) or several Employees as a result of the introduction of new technologies and work processes.

37.02

When the Employer purchases new equipment that requires the Employee who will operate the equipment to have more advanced technological skills than those necessary for the equipment currently used by the Employer, the Employer shall allow interested Employees, based on Seniority, to take the necessary courses or training for the proper operation of said work equipment.

37.03

The Employer shall send the Union a written notice with the following information: the nature and proposed implementation dates of the technological change, the identification of the Positions or Jobs affected, the anticipated effects on work organization and the main technical characteristics of the new equipment, apparatus and machines where necessary.

SECTION 38 ANNEXES

The following schedules constitute integral parts of the Collective Agreement.

- Annex “A” Summary of the Pay Structure per Year
- Annex “A-1” List of Jobs by Wage Group

Annex “A-2”	Student Jobs
Annex “A-3”	Seasonal Jobs (Recreation)
Annex “B”	Job Description Handbook
Annex “C”	Right to Recall of Part-Time or Auxiliary Employees
Annex “D”	List of Information to be Provided to the Union
Annex “E”	Absence for Union Activity Form
Annex “F”	Uniforms
Annex “G”	Interns
Annex “H”	Policy on Combining Education and Work Experience
Annex “I”	Joint Employee Classification Handbook
Annex “J”	Letters of Agreement in force

SECTION 39 TERM OF THE COLLECTIVE AGREEMENT

39.01

Unless otherwise indicated, this Collective Agreement will be in effect from July 1st, 2006 to December 31st, 2012.

39.02

The amendments to the Collective Agreement in effect on June 30th, 2006 shall only be effective upon the signing of this Collective Agreement unless otherwise indicated in other provisions. The Employer undertakes to pay to each Employee within ninety (90) days of the signing of this Collective Agreement, amounts due as a result of the retroactive application of salary adjustments.

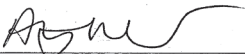
39.03

At the end of the term of this Collective Agreement, following the notice of termination of agreement in accordance with the

provisions of the *Labour Code*, the provisions of this Collective Agreement and letters of agreement signed between both parties shall remain in force until the next Collective Agreement is signed.

IN WITNESS WHEREOF, the parties have signed at Côte St-Luc, this 30th day of the month of september 2009.

Ville de Côte Saint-Luc



Anthony Housefather
Maire



Ken Lerner
Directeur général

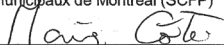


Andrea Charon
Conseillère juridique



Nadia Di Furia
Directrice des ressources humaines

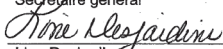
Syndicat des fonctionnaires
municipaux de Montréal (SCFP)



Monique Côté
Présidente



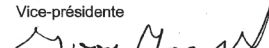
André Dollo
Secrétaire général



Line Desjardins
Trésorière-archiviste



Francine Bouliane
Vice-présidente



Yvon Morin
Directeur



Daniel Patton
Délégué



Bruno Tremblay
Conseiller syndical (SCFP)

ANNEX “A”: SUMMARY OF THE PAY STRUCTURE PER YEAR

a) Summary of the pay structure as of July 1st, 2006 [forty (40) hours]

Groups	Minimum	Grade 1	Grade 2	Grade 3	Maximum	Grades
2	\$21,249	\$23,314	\$25,379	\$27,444	\$29,509	\$2,065
3	\$23,616	\$25,845	\$28,074	\$30,303	\$32,530	\$2,229
4	\$26,012	\$28,393	\$30,774	\$33,155	\$35,537	\$2,381
5	\$28,438	\$30,962	\$33,486	\$36,010	\$38,532	\$2,524
6	\$31,186	\$33,869	\$36,552	\$39,235	\$41,917	\$2,683
7	\$33,695	\$36,504	\$39,313	\$42,122	\$44,929	\$2,809
8	\$36,255	\$39,180	\$42,105	\$45,030	\$47,953	\$2,925
9	\$38,854	\$41,889	\$44,924	\$47,959	\$50,992	\$3,035
10	\$41,489	\$44,622	\$47,755	\$50,888	\$54,021	\$3,133
11	\$44,621	\$47,878	\$51,135	\$54,392	\$57,648	\$3,257
12	\$48,227	\$51,628	\$55,029	\$58,430	\$61,829	\$3,401
13	\$51,485	\$54,989	\$58,493	\$61,997	\$65,500	\$3,504

b) Summary of the pay structure as of January 1st, 2008

Groups	Minimum	Grade 1	Grade 2	Grade 3	Maximum	Grades
2	\$21,780	\$23,897	\$26,014	\$28,131	\$30,248	\$2,117
3	\$24,206	\$26,491	\$28,776	\$31,061	\$33,345	\$2,285
4	\$26,662	\$29,103	\$31,544	\$33,985	\$36,426	\$2,441
5	\$29,149	\$31,736	\$34,323	\$36,910	\$39,497	\$2,587
6	\$31,966	\$34,716	\$37,466	\$40,216	\$42,966	\$2,750
7	\$34,537	\$37,416	\$40,295	\$43,174	\$46,053	\$2,879
8	\$37,161	\$40,159	\$43,157	\$46,155	\$49,153	\$2,998
9	\$39,825	\$42,936	\$46,047	\$49,158	\$52,269	\$3,111
10	\$42,526	\$45,737	\$48,948	\$52,159	\$55,370	\$3,211
11	\$45,737	\$49,075	\$52,413	\$55,751	\$59,089	\$3,338
12	\$49,433	\$52,919	\$56,405	\$59,891	\$63,377	\$3,486
13	\$52,772	\$56,364	\$59,956	\$63,548	\$67,140	\$3,592

c) Summary of the pay structure as of January 1st, 2009

Groups	Minimum	Grade 1	Grade 2	Grade 3	Maximum	Grades
2	\$22,216	\$24,375	\$26,534	\$28,693	\$30,852	\$2,159
3	\$24,691	\$27,021	\$29,351	\$31,681	\$34,011	\$2,330
4	\$27,196	\$29,685	\$32,174	\$34,663	\$37,152	\$2,489
5	\$29,732	\$32,371	\$35,010	\$37,649	\$40,288	\$2,639
6	\$32,605	\$35,410	\$38,215	\$41,020	\$43,825	\$2,805
7	\$35,228	\$38,165	\$41,102	\$44,039	\$46,976	\$2,937
8	\$37,905	\$40,963	\$44,021	\$47,079	\$50,137	\$3,058
9	\$40,622	\$43,795	\$46,968	\$50,141	\$53,314	\$3,173
10	\$43,377	\$46,653	\$49,929	\$53,205	\$56,481	\$3,276
11	\$46,651	\$50,056	\$53,461	\$56,866	\$60,271	\$3,405
12	\$50,421	\$53,977	\$57,533	\$61,089	\$64,645	\$3,556
13	\$53,828	\$57,491	\$61,154	\$64,817	\$68,480	\$3,663

d) Summary of the pay structure as of January 1st, 2010

Groups	Minimum	Grade 1	Grade 2	Grade 3	Maximum	Grades
2	\$22,771	\$24,984	\$27,197	\$29,410	\$31,623	\$2,213
3	\$25,308	\$27,697	\$30,086	\$32,475	\$34,864	\$2,389
4	\$27,875	\$30,427	\$32,979	\$35,531	\$38,083	\$2,552
5	\$30,475	\$33,180	\$35,885	\$38,590	\$41,295	\$2,705
6	\$33,420	\$36,295	\$39,170	\$42,045	\$44,920	\$2,875
7	\$36,109	\$39,119	\$42,129	\$45,139	\$48,149	\$3,010
8	\$38,852	\$41,987	\$45,122	\$48,257	\$51,392	\$3,135
9	\$41,637	\$44,889	\$48,141	\$51,393	\$54,645	\$3,252
10	\$44,461	\$47,818	\$51,175	\$54,532	\$57,889	\$3,357
11	\$47,818	\$51,308	\$54,798	\$58,288	\$61,778	\$3,490
12	\$51,682	\$55,327	\$58,972	\$62,617	\$66,262	\$3,645
13	\$55,173	\$58,928	\$62,683	\$66,438	\$70,193	\$3,755

e) Summary of the pay structure as of January 1st, 2011

Groups	Minimum	Grade 1	Grade 2	Grade 3	Maximum	Grades
2	\$23,227	\$25,484	\$27,741	\$29,998	\$32,255	\$2,257
3	\$25,814	\$28,250	\$30,686	\$33,122	\$35,558	\$2,436
4	\$28,433	\$31,036	\$33,639	\$36,242	\$38,845	\$2,603
5	\$31,085	\$33,844	\$36,603	\$39,362	\$42,121	\$2,759
6	\$34,088	\$37,021	\$39,954	\$42,887	\$45,820	\$2,933
7	\$36,831	\$39,901	\$42,971	\$46,041	\$49,111	\$3,070
8	\$39,629	\$42,826	\$46,023	\$49,220	\$52,417	\$3,197
9	\$42,470	\$45,787	\$49,104	\$52,421	\$55,738	\$3,317
10	\$45,350	\$48,775	\$52,200	\$55,625	\$59,050	\$3,425
11	\$48,774	\$52,334	\$55,894	\$59,454	\$63,014	\$3,560
12	\$52,715	\$56,433	\$60,151	\$63,869	\$67,587	\$3,718
13	\$56,277	\$60,107	\$63,937	\$67,767	\$71,597	\$3,830

f) Summary of the pay structure as of January 1st, 2012

Groups	Minimum	Grade 1	Grade 2	Grade 3	Maximum	Grades
2	\$23,691	\$25,993	\$28,295	\$30,597	\$32,899	\$2,302
3	\$26,330	\$28,815	\$31,300	\$33,785	\$36,270	\$2,485
4	\$29,002	\$31,657	\$34,312	\$36,967	\$39,622	\$2,655
5	\$31,706	\$34,520	\$37,334	\$40,148	\$42,962	\$2,814
6	\$34,770	\$37,761	\$40,752	\$43,743	\$46,734	\$2,991
7	\$37,568	\$40,700	\$43,832	\$46,964	\$50,096	\$3,132
8	\$40,422	\$43,683	\$46,944	\$50,205	\$53,466	\$3,261
9	\$43,320	\$46,704	\$50,088	\$53,472	\$56,856	\$3,384
10	\$46,257	\$49,750	\$53,243	\$56,736	\$60,229	\$3,493
11	\$49,749	\$53,380	\$57,011	\$60,642	\$64,273	\$3,631
12	\$53,770	\$57,562	\$61,354	\$65,146	\$68,938	\$3,792
13	\$57,402	\$61,309	\$65,216	\$69,123	\$73,030	\$3,907

40 HOURS**a) Summary of the pay structure as of July 1st, 2006 [forty (40) hours]**

Groups	Minimum	Grade 1	Grade 2	Grade 3	Maximum	Grades
2	\$24,285	\$26,645	\$29,005	\$31,365	\$33,725	\$2,360
3	\$26,990	\$29,537	\$32,085	\$34,632	\$37,177	\$2,547
4	\$29,728	\$32,449	\$35,170	\$37,891	\$40,614	\$2,721
5	\$32,501	\$35,385	\$38,270	\$41,154	\$44,037	\$2,885
6	\$35,641	\$38,707	\$41,774	\$44,840	\$47,905	\$3,066
7	\$38,509	\$41,719	\$44,929	\$48,139	\$51,347	\$3,210
8	\$41,434	\$44,777	\$48,120	\$51,463	\$54,803	\$3,343
9	\$44,405	\$47,873	\$51,342	\$54,810	\$58,277	\$3,469
10	\$47,416	\$50,997	\$54,577	\$58,158	\$61,738	\$3,581
11	\$50,995	\$54,718	\$58,440	\$62,162	\$65,883	\$3,722
12	\$55,117	\$59,003	\$62,890	\$66,777	\$70,662	\$3,887
13	\$58,840	\$62,845	\$66,849	\$70,854	\$74,857	\$4,005

b) Summary of the pay structure as of January 1st, 2008 [forty (40) hours]

Groups	Minimum	Grade 1	Grade 2	Grade 3	Maximum	Grades
2	\$24,891	\$27,311	\$29,730	\$32,150	\$34,569	\$2,419
3	\$27,664	\$30,275	\$32,887	\$35,498	\$38,109	\$2,611
4	\$30,471	\$33,261	\$36,050	\$38,840	\$41,630	\$2,790
5	\$33,313	\$36,270	\$39,226	\$42,183	\$45,139	\$2,957
6	\$36,533	\$39,675	\$42,818	\$45,961	\$49,104	\$3,143
7	\$39,471	\$42,761	\$46,051	\$49,342	\$52,632	\$3,290
8	\$42,470	\$45,896	\$49,322	\$52,749	\$56,175	\$3,426
9	\$45,514	\$49,070	\$52,625	\$56,181	\$59,736	\$3,555
10	\$48,601	\$52,271	\$55,941	\$59,610	\$63,280	\$3,670
11	\$52,271	\$56,086	\$59,901	\$63,715	\$67,530	\$3,815
12	\$56,495	\$60,479	\$64,463	\$68,447	\$72,431	\$3,984
13	\$60,311	\$64,416	\$68,521	\$72,626	\$76,731	\$4,105

c) Summary of the pay structure as of January 1st, 2009 [forty (40) hours]

Groups	Minimum	Grade 1	Grade 2	Grade 3	Maximum	Grades
2	\$25,390	\$27,857	\$30,325	\$32,792	\$35,259	\$2,467
3	\$28,218	\$30,881	\$33,544	\$36,207	\$38,870	\$2,663
4	\$31,081	\$33,926	\$36,770	\$39,615	\$42,459	\$2,845
5	\$33,979	\$36,995	\$40,011	\$43,027	\$46,043	\$3,016
6	\$37,263	\$40,469	\$43,674	\$46,880	\$50,086	\$3,206
7	\$40,261	\$43,617	\$46,974	\$50,330	\$53,687	\$3,357
8	\$43,320	\$46,815	\$50,310	\$53,805	\$57,299	\$3,495
9	\$46,425	\$50,051	\$53,678	\$57,304	\$60,930	\$3,626
10	\$49,574	\$53,318	\$57,062	\$60,806	\$64,550	\$3,744
11	\$53,315	\$57,207	\$61,098	\$64,990	\$68,881	\$3,891
12	\$57,624	\$61,688	\$65,752	\$69,816	\$73,880	\$4,064
13	\$61,518	\$65,704	\$69,890	\$74,077	\$78,263	\$4,186

d) Summary of the pay structure as of January 1st, 2010 [forty (40) hours]

Groups	Minimum	Grade 1	Grade 2	Grade 3	Maximum	Grades
2	\$26,024	\$28,553	\$31,082	\$33,611	\$36,141	\$2,529
3	\$28,923	\$31,654	\$34,384	\$37,114	\$39,845	\$2,730
4	\$31,857	\$34,774	\$37,690	\$40,607	\$43,523	\$2,917
5	\$34,829	\$37,920	\$41,011	\$44,103	\$47,194	\$3,091
6	\$38,194	\$41,480	\$44,766	\$48,051	\$51,337	\$3,286
7	\$41,267	\$44,707	\$48,147	\$51,587	\$55,027	\$3,440
8	\$44,402	\$47,985	\$51,568	\$55,151	\$58,734	\$3,583
9	\$47,585	\$51,302	\$55,018	\$58,735	\$62,451	\$3,717
10	\$50,813	\$54,649	\$58,486	\$62,322	\$66,159	\$3,837
11	\$54,649	\$58,638	\$62,626	\$66,615	\$70,603	\$3,989
12	\$59,065	\$63,231	\$67,397	\$71,562	\$75,728	\$4,166
13	\$63,055	\$67,346	\$71,638	\$75,929	\$80,221	\$4,291

e) Summary of the pay structure as of January 1st, 2011 [forty (40) hours]

Groups	Minimum	Grade 1	Grade 2	Grade 3	Maximum	Grades
2	\$26,545	\$29,125	\$31,704	\$34,283	\$36,863	\$2,579
3	\$29,502	\$32,286	\$35,070	\$37,854	\$40,638	\$2,784
4	\$32,495	\$35,470	\$38,445	\$41,419	\$44,394	\$2,975
5	\$35,526	\$38,679	\$41,832	\$44,985	\$48,138	\$3,153
6	\$38,958	\$42,310	\$45,662	\$49,014	\$52,366	\$3,352
7	\$42,093	\$45,601	\$49,110	\$52,618	\$56,127	\$3,509
8	\$45,290	\$48,944	\$52,598	\$56,251	\$59,905	\$3,654
9	\$48,537	\$52,328	\$56,119	\$59,910	\$63,701	\$3,791
10	\$51,829	\$55,743	\$59,657	\$63,571	\$67,486	\$3,914
11	\$55,742	\$59,810	\$63,879	\$67,947	\$72,016	\$4,069
12	\$60,246	\$64,495	\$68,744	\$72,993	\$77,242	\$4,249
13	\$64,317	\$68,694	\$73,071	\$77,448	\$81,825	\$4,377

f) Summary of the pay structure as of January 1st, 2012 [forty (40) hours]

Groups	Minimum	Grade 1	Grade 2	Grade 3	Maximum	Grades
2	\$27,075	\$29,706	\$32,337	\$34,968	\$37,599	\$2,631
3	\$30,091	\$32,931	\$35,771	\$38,611	\$41,451	\$2,840
4	\$33,145	\$36,179	\$39,214	\$42,248	\$45,282	\$3,034
5	\$36,235	\$39,451	\$42,667	\$45,883	\$49,099	\$3,216
6	\$39,737	\$43,155	\$46,574	\$49,992	\$53,410	\$3,418
7	\$42,935	\$46,514	\$50,094	\$53,673	\$57,253	\$3,579
8	\$46,197	\$49,923	\$53,650	\$57,377	\$61,104	\$3,727
9	\$49,509	\$53,376	\$57,243	\$61,111	\$64,978	\$3,867
10	\$52,865	\$56,857	\$60,849	\$64,841	\$68,833	\$3,992
11	\$56,856	\$61,006	\$65,155	\$69,305	\$73,455	\$4,150
12	\$61,451	\$65,785	\$70,119	\$74,453	\$78,786	\$4,334
13	\$65,602	\$70,067	\$74,533	\$78,998	\$83,463	\$4,465

ANNEX “A-1”: LIST OF JOBS BY WAGE GROUP

JOB CODE

WAGE GROUP 2

Office clerk 792810

WAGE GROUP 3

Library clerk 763810

Microfilm machine operator 793880

Data entry machine operator 731810

Hearing attendant 703410

Computer attendant 731830

WAGE GROUP 4

Print shop assistant 793430

Cashier 743810

Weighing Clerk 754810

Reception, admission and shop attendant 762410

Plan reproduction clerk 756410

Secretary 791410

Communications clerk 794420

Income security information clerk 761390

WAGE GROUP 5

Office agent 792820

Leasing agent 715620

Technical help 700030

Laboratory helper 757810

Printing and Auxiliary machine operator 751380

Timekeeper 784810

Documentation clerk 792430

Complaint officer – municipal court 707410

Dispatcher 794820

Collections clerk 743480

Meterman 749810

Typesetter	795860
Meter checker	783110

WAGE GROUP 6

Customer service agent	700860
Primary library clerk	763820
Primary salesman assistant	754820
Microfilmer	799810
Budget analysis officer	700660
Printing coordinator	793440
Factory floor reproduction attendant	793410
Canine patrol officer	789420
Tape library operation officer	751390
S.P.I.M station attendant	771810
Cadastre modification officer	783420
Water and sanitation license officer	789410
Legal procedure clerk	707430
Secretary – administrative services	791930
Legal secretary	791860
Medical secretary	724810

WAGE GROUP 7

Local improvements agent	743380
Distribution agent – municipal equipment	
Payroll clerk (CSL)	711840
Cash Receipts Agent	
Public security agent (CSL)	743370
Circulation clerk	763830
Water leakage field scout	754840
Draftsman	752810
Property management investigator	782610
Examiner – certificates of title	756860
Illustrator	793830
Horticulture inspector	755610
Photographer	700300
Primary timekeeper	784820

Photolithography officer	793420
Cash inflow control officer	743450
Data processing control officer	731430
Marketing agent	700740
Head dispatcher	794830
Cartographic material production attendant	700020
Rolling stock dispatcher	713810
Cash inflow supervisor	743820
Documentation and archive technician	742330

WAGE GROUP 8

Customer service – computer center agent	731450
Property control analyst	716310
Accounting agent	741310
Lead Office clerk	792830
Distribution agent – motorized equipment	713820
Liaison officer – cinema	701120
Forms analyst	700060
Rolling stock analyst	713510
Botanist assistant	755810
Technical assistant – architecture	752850
Documentation support officer	792950
Lead plans reproduction workshop officer	756850
Public land inspector	781680
Traffic and parking inspector	784610
Water and sanitation inspector	781650
Primary printing and Auxiliary machines operator	751370
Contract management officer	711460
Mobile library attendant	763420
Information centre officer	792460
Files control attendant	792410
Technical support officer – transportation	784430
Laboratory analysis attendant	757410
Telephone facilities officer	794410
Survey instruments officer	753410
Astronomical information agent	751420

Entomological information agent	769410
Horticultural information agent	755410
Primary S.P.I.M station agent	771820
Reviser	700010
Director's secretary	791840
Office Software Development Technician, Information Systems	732880
Legal technician	732900

WAGE GROUP 9

Procurement officer Grade 1	700720
Social communications officer	706310
Payroll & social benefits administrative agent	723410
Cash inflow control agent	743350
Fire prevention agent	771310
Officer in charge of special projects, promotions and events	705340
Equipment analyst	711560
Primary library technician – precataloging – library	763870
Property disposal agent	711910
Information officer	723450
Research officer – Commission de toponymie de la Ville de Montréal	709810
Environmental restoration controller	700710
Investigator – appraiser	782830
Graphic designer	793840
Renovation programs inspector	700750
Excavations Inspector	781690
Buildings Inspector Lieutenant (CSL)	700760
Liaison officer – supervision of the parking area	705110
Bailiff – collector	743870
Animation agent	763010
Quality agent – procurement	711890
Budget attendant	744420
Administrative office clerk	792840
Programmer	732820

Minutes writer	703830
Activity supervisor	762940
Electrodynamic works supervisor	753840
Building works supervisor	753820

WAGE GROUP 10

Primary distribution agent	711920
Health care agent Grade 1	706420
Sanitary landfill technician	754310
Technical agent for water safety	723430
Files analyst	792930
Income analyst	751430
Analyst for administrative methods and procedures	732540
Regulation support analyst – license and inspection	782310
Account executive for visual communication	700040
Artistic designer – exhibitions	755860
Filter plant controller	754830
Work assessor	717410
Liaison officer with legal courts (license and cleanliness)	782910
Purchase specification attendant	711420
Audiovisual production director	795840
Engineering supervisor – water and sewer system	753810
Noise control technician	781310
Industrial designer	
Technician, information systems (CSL)	700590

WAGE GROUP 11

Accounting analysis technician	723460
Supply agent Grade 2	711820
Primary social communications agent	769310
Technical support and regulation agent	711870
Chemistry laboratory technician	751310
Electronics and electricity laboratory technician	751320
Civil engineering laboratory technician	751330
Geology laboratory technician	751340

Physics and mechanical laboratory technician	751350
Aqueduct and drainage laboratory technician	754320
Architectural agent	783310
Landscape architect technician	783320
Framing and structural agent	782330
Technical agent for traffic and parking – T.P. – H.D.U.	772340
Electricity technician	752360
Electronic technician	752350
Environmental technician	755330
Civil engineering, water and sewer technician	754330
Geomatics (photogrametrics) agent	752300
Horticulture and arboriculture technician	755310
Municipal engineering agent	789310
Engineering technician – instrumentation & control	789320
Engineering technician – building services	789340
Engineering technician – urban planning	788330
Engineering technician – appraisal & real-estate brokerage	785320
Claims analyst	732560
Animator – sports & recreation	762810
Assistant entomologist	769830
Operations officer	754850
Grants & renovation officer	782900
Coordinator of scientific recreation activities	755420
Head graphic artist	
Buildings inspector (CSL)	795850
Head buildings inspector	700800
Liaison officer – fire prevention	707810
Emission of permit clerk	782930
Programmer-analyst – systems development	732850
Programmer-analyst – technical studies – operations	732840
Programmer-analyst – production	731840
Programmer-analyst – performance	751400
Draftsman	700670
Plan verifcator – fire prevention	771830

WAGE GROUP 12

Health care agent Grade 2 706430

Primary liaison officer with legal courts
(licenses and inspections) 700690

WAGE GROUP 13

Primary technical agent 705350

Primary subsidies and renovation executive 782940

Primary license issuance attendant 700810

ANNEX “A-2”: STUDENT JOBS

Student Employees who perform the Jobs described below shall enjoy the working conditions provided for by the Collective Agreement under the following Sections:

- section 5 Union Security;
- section 15 Occupational Health and Safety.

In addition, they shall be entitled to the following:

- a maximum of forty (40) hours work per week after which they shall be paid at one hundred and fifty percent (150%) for the additional hours worked;
- the Statutory Holidays stipulated under the *Act respecting Labour Standards* and shall be paid as such;
- a four percent (4%) or six percent (6%) paid vacation after five (5) years continuous service;
- upon presentation of supporting documents, the Employer shall reimburse the Employee who returns for a second (2nd) year or more, the amount of money required to maintain the qualification demanded by the Employer.

Position	Year 2009			
	Year 1	Year 2	Year 3	Year 4
Swimming pool manager	\$14.50	\$14.79	\$15.09	\$15.39
Assistant swimming pool manager	\$12.00	\$12.24	\$12.48	\$12.73
Lifeguard	\$10.00	\$10.20	\$10.40	\$10.61
Lifeguard instructor	\$10.75	\$10.97	\$11.18	\$11.41
Wading pool lifeguard	\$9.85	\$10.05	\$10.25	\$10.45
Pedal boat coordinator	\$9.50	\$9.69	\$9.88	\$10.08
Cashier	\$9.62	\$9.81	\$10.01	\$10.21
Day camp manager	\$14.50	\$14.79	\$15.09	\$15.39
Assistant day camp manager	\$12.00	\$12.24	\$12.48	\$12.73
Specialized instructor	\$10.75	\$10.97	\$11.18	\$11.41
Park manager for day camp	\$10.50	\$10.71	\$10.92	\$11.14
Senior day camp instructor	\$9.85	\$10.05	\$10.25	\$10.45
Junior day camp instructor	\$9.50	\$9.69	\$9.88	\$10.08
Tennis manager	\$14.50	\$14.79	\$15.09	\$15.39
Assistant tennis manager	\$12.00	\$12.24	\$12.48	\$12.73
Tennis attendant	\$9.85	\$10.05	\$10.25	\$10.45
Tennis instructor	\$10.75	\$10.97	\$11.18	\$11.41

- a) Salaries shall be reviewed annually based on increases provided for by the Collective Agreement.
- b) The minimum rate shall always be at least two percent (2%) more than the minimum wage set forth in the *Act respecting Labour Standards*.
- c) If the minimum rate is to be adjusted pursuant to subsection b), all the rates shall be revised to maintain gaps among them.

Position	Year 2010			
	Year 1	Year 2	Year 3	Year 4
Swimming pool manager	\$14.86	\$15.16	\$15.46	\$15.77
Assistant swimming pool manager	\$12.30	\$12.55	\$12.80	\$13.05
Lifeguard	\$10.25	\$10.46	\$10.66	\$10.88
Lifeguard instructor	\$11.02	\$11.24	\$11.46	\$11.69
Wading pool lifeguard	\$10.10	\$10.30	\$10.50	\$10.71
Pedal boat coordinator	\$9.74	\$9.93	\$10.13	\$10.33
Cashier	\$9.86	\$10.06	\$10.26	\$10.46
Day camp manager	\$14.86	\$15.16	\$15.46	\$15.77
Assistant day camp manager	\$12.30	\$12.55	\$12.80	\$13.05
Specialized instructor	\$11.02	\$11.24	\$11.46	\$11.69
Park manager for day camp	\$10.76	\$10.98	\$11.20	\$11.42
Senior day camp instructor	\$10.10	\$10.30	\$10.50	\$10.71
Junior day camp instructor	\$9.74	\$9.93	\$10.13	\$10.33
Tennis manager	\$14.86	\$15.16	\$15.46	\$15.77
Assistant tennis manager	\$12.30	\$12.55	\$12.80	\$13.05
Tennis attendant	\$10.10	\$10.30	\$10.50	\$10.71
Tennis instructor	\$11.02	\$11.24	\$11.46	\$11.69

Position	Year 2011			
	Year 1	Year 2	Year 3	Year 4
Swimming pool manager	\$15.16	\$15.46	\$15.77	\$16.09
Assistant swimming pool manager	\$12.55	\$12.80	\$13.05	\$13.31
Lifeguard	\$10.46	\$10.66	\$10.88	\$11.09
Lifeguard instructor	\$11.24	\$11.46	\$11.69	\$11.93
Wading pool lifeguard	\$10.30	\$10.50	\$10.71	\$10.93
Pedal boat coordinator	\$9.93	\$10.13	\$10.33	\$10.54
Cashier	\$10.06	\$10.26	\$10.46	\$10.67
Day camp manager	\$15.16	\$15.46	\$15.77	\$16.09
Assistant day camp manager	\$12.55	\$12.80	\$13.05	\$13.31
Specialized instructor	\$11.24	\$11.46	\$11.69	\$11.93
Park manager for day camp	\$10.98	\$11.20	\$11.42	\$11.65
Senior day camp instructor	\$10.30	\$10.50	\$10.71	\$10.93
Junior day camp instructor	\$9.93	\$10.13	\$10.33	\$10.54
Tennis manager	\$15.16	\$15.46	\$15.77	\$16.09
Assistant tennis manager	\$12.55	\$12.80	\$13.05	\$13.31
Tennis attendant	\$10.30	\$10.50	\$10.71	\$10.93
Tennis instructor	\$11.24	\$11.46	\$11.69	\$11.93

Position	Year 2012			
	Year 1	Year 2	Year 3	Year 4
Swimming pool manager	\$15.46	\$15.77	\$16.09	\$16.41
Assistant swimming pool manager	\$12.80	\$13.05	\$13.31	\$13.58
Lifeguard	\$10.66	\$10.88	\$11.09	\$11.32
Lifeguard instructor	\$11.46	\$11.69	\$11.93	\$12.17
Wading pool lifeguard	\$10.50	\$10.71	\$10.93	\$11.15
Pedal boat coordinator	\$10.13	\$10.33	\$10.54	\$10.75
Cashier	\$10.26	\$10.46	\$10.67	\$10.89
Day camp manager	\$15.46	\$15.77	\$16.09	\$16.41
Assistant day camp manager	\$12.80	\$13.05	\$13.31	\$13.58
Specialized instructor	\$11.46	\$11.69	\$11.93	\$12.17
Park manager for day camp	\$11.20	\$11.42	\$11.65	\$11.88
Senior day camp instructor	\$10.50	\$10.71	\$10.93	\$11.15
Junior day camp instructor	\$10.13	\$10.33	\$10.54	\$10.75
Tennis manager	\$15.46	\$15.77	\$16.09	\$16.41
Assistant tennis manager	\$12.80	\$13.05	\$13.31	\$13.58
Tennis attendant	\$10.50	\$10.71	\$10.93	\$11.15
Tennis instructor	\$11.46	\$11.69	\$11.93	\$12.17

ANNEX “A-3”: SEASONAL JOBS (RECREATION)

Seasonal Employees in recreation who perform the Jobs described below shall enjoy the working conditions as provided for in the Collective Agreement under the following Sections:

- section 5 Union Security;
- section 15 Occupational Health and Safety.

In addition, they shall be entitled to the following:

- a maximum of forty (40) hours work per week after which they shall be paid at one hundred and fifty percent (150%) for the additional hours worked;
- the Statutory Holidays stipulated under the *Act respecting Labour Standards* and shall be paid as such;
- a four percent (4%) or six percent (6%) paid vacation after five (5) years continuous service;
- upon presentation of supporting documents, the Employer shall reimburse the Employee who returns for a second (2nd) year or more, the amount of money required to maintain the qualification demanded by the Employer.

Position	Year 2009			
	Year 1	Year 2	Year 3	Year 4
Tennis pro	\$25.50	\$26.01	\$26.53	\$27.06
Arena supervisor	\$10.50	\$10.71	\$10.92	\$11.14
Gym supervisor	\$9.85	\$10.05	\$10.25	\$10.45
Arena cashier	\$9.62	\$9.81	\$10.01	\$10.21
Skating instructor	\$9.50	\$9.69	\$9.88	\$10.08
Chalet attendant 2	\$9.85	\$10.05	\$10.25	\$10.45
Chalet attendant 1	\$9.50	\$9.69	\$9.88	\$10.08

- a) Salaries shall be reviewed annually based on increases provided for by the Collective Agreement.
- b) The minimum rate shall always be at least two percent (2%) more than the minimum wage set forth in the *Act respecting Labour Standards*.
- c) If the minimum rate is to be adjusted pursuant to subsection b), all the rates shall be revised to maintain gaps among them.

Position	Year 2010			
	Year 1	Year 2	Year 3	Year 4
Tennis pro	\$26.14	\$26.66	\$27.19	\$27.74
Arena supervisor	\$10.76	\$10.98	\$11.20	\$11.42
Gym supervisor	\$10.10	\$10.30	\$10.50	\$10.71
Arena cashier	\$9.86	\$10.06	\$10.26	\$10.46
Skating instructor	\$9.74	\$9.93	\$10.13	\$10.33
Chalet attendant 2	\$10.10	\$10.30	\$10.50	\$10.71
Chalet attendant 1	\$9.74	\$9.93	\$10.13	\$10.33

Position	Year 2011			
	Year 1	Year 2	Year 3	Year 4
Tennis pro	\$26.66	\$27.19	\$27.74	\$28.29
Arena supervisor	\$10.98	\$11.20	\$11.42	\$11.65
Gym supervisor	\$10.30	\$10.50	\$10.71	\$10.93
Arena cashier	\$10.06	\$10.26	\$10.46	\$10.67
Skating instructor	\$9.93	\$10.13	\$10.33	\$10.54
Chalet attendant 2	\$10.30	\$10.50	\$10.71	\$10.93
Chalet attendant 1	\$9.93	\$10.13	\$10.33	\$10.54

Position	Year 2012			
	Year 1	Year 2	Year 3	Year 4
Tennis pro	\$27.19	\$27.74	\$28.29	\$28.86
Arena supervisor	\$11.20	\$11.42	\$11.65	\$11.88
Gym supervisor	\$10.50	\$10.71	\$10.93	\$11.15
Arena cashier	\$10.26	\$10.46	\$10.67	\$10.89
Skating instructor	\$10.13	\$10.33	\$10.54	\$10.75
Chalet attendant 2	\$10.50	\$10.71	\$10.93	\$11.15
Chalet attendant 1	\$10.13	\$10.33	\$10.54	\$10.75

ANNEX “B”: JOB DESCRIPTION HANDBOOK

Not publish

**JOB DESCRIPTION
HANDBOOK**

ANNEX “C”: RIGHT TO RECALL OF PART-TIME OR AUXILIARY EMPLOYEES

An Employee who has completed his probation period and who has Seniority as defined in Section 18 is entitled to a right of recall. The recall procedure is outlined in this Annex.

C-1 Punctual Replacement

When the Employer decides to recall an Employee for a punctual assignment, the recall will be based on the following grades:

- by order of Seniority from the list of Part-Time Permanent Employees in the Job category who are on the punctual replacement list;
- by order of Seniority from the list of Part-Time Auxiliary Employees in the Job category who are on the punctual replacement list;
- by order of Seniority from the list of unassigned Auxiliary Employees in the Job category who are on the punctual replacement list.

C-2 Right of Recall

An Auxiliary Employee who has successfully completed his probation period is eligible for recall in that Job following a layoff.

Recall Procedure

- a) The call back for work is done by order of Seniority.

- b) The Employee must inform the Employer of the means of communication to be used to contact him (voicemail, pager, cell phone or email) and provide the Employer with his contact details.
- c) The Employer must try to contact the Employee a second (2nd) time within twenty-four (24) hours. The Employer shall offer the Job to another Employee if the Employee does not respond or return the call.
- d) If the Employee could not be contacted as per the previous paragraph, the Employer shall inform the Employee by means of registered letter sent to the Employee's last known address and invite him to provide his contact details. If the Employee fails to respond within fifteen (15) days, his name will be withdrawn from the recall list and he will lose his Seniority.

ANNEX ‘D’: LIST OF INFORMATION TO BE PROVIDED TO THE UNION

This schedule contains a checklist and reference list of information to be sent to the Union. Although references, dates or frequencies, and other information are provided, the Collective Agreement supercedes the schedule.

Reference article	Description	Date	Frequency	Information to be provided
4.03 c)	List of interns		Timely	Name, duration
5.03	List of union contributions		Monthly	Name of Employee, ID number, salary earned, deductions made
6.06	Hiring and departure of an Employee		Monthly	Copy of decision
9.03	Administrative structure	30 days after signature	Annually or 10 days after entry into force	Administrative structure
		Before January 31 st		

Reference article	Description	Date	Frequency	Information to be provided
11.02	Abolition of Position	30 days before the abolition	Timely	Abolition notice
15.03	Work accident or occupational disease	As event is known		All relevant information
16.01 a)	Disciplinary and administrative measures	10 working days from the time Employee is notified	Timely	Copy of document
18.15	Seniority list	March	Annually	Name, Job title, date of Seniority
19.02 d) 2.	Notice of nomination	10 days after filling the Position	Timely	Employee nominated
19.03 c)	Eligibility list	5 days after the exam	Timely	Names of Employees, exam date, Job title

Reference article	Description	Date	Frequency	Information to be provided
19.08 b)	Return to original Position	Maximum 4 months	Timely	Name of Employee, reasons and date of reintegration
19.10	List of workforce changes	Monthly		
19.10	Register of Positions	Between January 1 st and January 15 th Between September 1 st and September 15 th		Organizational chart of Positions and names of holders
19.10	Abolition of Position or Jobs		Timely	Memos on the abolition of Positions or Jobs
20.05	Job modification or creation		Timely	Job description, normalized requirements and compensation plan

Reference article	Description	Date	Frequency	Information to be provided
30.01	Insurance contract	30 days after signature		Copy of contract
37.03	Technological change		Timely	Type, implementation schedule, identification of Positions or Jobs, anticipated outcome with regard to work organization, and the major technical characteristics of the new equipment

ANNEX "E": ABSENCE FOR UNION ACTIVITY FORM



Application for leave of absence for union business

Civil servant Supervisor Professional – Name of union _____

Employee's last and first name _____ ID # _____

Department – Administrative unit _____ N° _____

Job _____

Pursuant to the Collective Agreement	Section	Departure	Date				Time	Anticipated return	Date				Time
			Day	Month	Year	Day			Month	Year			
Duration of lunch						Total number of leave hours							

Reason _____

To be completed if the absence is for purposes of investigating a grievance
 Type of grievance _____

Persons or groups met (Department – Administrative unit)	Time of arrival			Time of departure		
	Day	Month	Year	Day	Month	Year

Employee's signature _____ Day _____ Month _____ Year _____
 Signature of union or association president _____ Day _____ Month _____ Year _____

To be completed by department
 The union or association representative must forward the original application to his immediate supervisor before their absence and submit a copy to the president of his association.
 The supervisor must return the application form to the Service du capital humain, Direction des relations professionnelles et la Division des recours et de l'arbitrage.

Actual return	Human Resources Department	Supervisor's signature	Day	Month	Year
Day _____ Month _____ Year _____ Time _____	Day _____ Month _____ Year _____	_____	_____	_____	_____

Distribution: Original (white) – to the Division des recours et de l'arbitrage 2nd copy (pink) – to the union or association
 1st copy (canary) – to immediate supervisor 3rd copy (goldenrod) – to the union or association representative

ANNEX “F”: UNIFORMS

a) **The following clothing will be issued to public security officers and the lieutenant annually:**

- four (4) long-sleeved shirts;
- four (4) short-sleeved shirts;
- two (2) ties or two (2) turtlenecks or one (1) of each;
- two (2) pairs of summer pants;
- two (2) pairs of winter pants;
- two (2) pairs of shoes or two (2) pairs of boots or one (1) pair of each item;
- one (1) pair of overshoes;
- one (1) scarf;
- one (1) pair of winter leather gloves;
- one (1) hat with the Côte Saint-Luc logo.

The following items of clothing will be issued every two (2) years:

- one (1) all-season jacket (if necessary);
- a wool sweater if necessary.

The following items will also be issued if necessary:

- one (1) leather belt;
- one (1) raincoat;
- one (1) Yukon-style synthetic fur hat;
- one (1) radio clip;
- one (1) pair of handcuffs with a pouch;
- one (1) pair of epaulets.

Upon request, the Employer may ask for the return of the above-listed uniforms upon the replacement of the old clothin.

The clothing supplied remain the property of the Employer and shall be returned upon the Employee's dismissal of employment.

Summer clothing – delivery: around May 1st every year.

Winter clothing – delivery: around October 1st every year.

b) The following clothing will be issued to motorized equipment distribution agents:

- five (5) long or short-sleeved polo shirts at the Employee's choice;
- five (5) pairs of pants;
- one (1) three quarter ($\frac{3}{4}$) length winter jacket.

The following items will be issued to the Engineering Supervisor – Water and Sewer System:

- one (1) jacket with zip-out lining;
- one (1) pair of overshoes.

The items will be replaced as they wear out or if their state renders them non-usable.

ANNEX “G”: INTERNS

The Employer may hire Interns for a predetermined period under the Co-op education programs. The Intern is assigned tasks relevant to the program of his study and is paired with an Employee. The hiring of an Intern shall not result in the dismissal or non-recall of an Employee on a recall list who would otherwise have been recalled.

With the exception of those listed below, the provisions of the Collective Agreement shall not apply to the Intern.

- Section 5Union security;
- Section 15Occupational Health and Safety;
- Section 17Working week and hours;
- Section 23Overtime;
- Section 27Statutory holidays.

The internships may be remunerated at the following rate:

- seventy percent (70%) of the minimum annual salary for the Position the Intern is assigned to if he has completed their third CEGEP session;
- eighty percent (80%) of the minimum annual salary for the Position the Intern is assigned to if he has completed his vocational secondary education or fourth CEGEP session;
- ninety percent (90%) of the minimum annual salary for the Position the Intern is assigned to if he has completed his fifth CEGEP session.

The Employer shall inform the Union of the presence of all Interns as well as the predetermined internship period.

ANNEX “H”: POLICY ON COMBINING EDUCATION AND WORK EXPERIENCE

Section H-1 Policy on Combining Education and Work Experience

The purpose of this policy is to inform Employees of the Employer’s policy on combining education and work experience. The policy cannot be subject to grievance or arbitration.

General Principles

The purpose of this policy is to establish a combination of education and work experience for the purpose of eligibility for promotion exams or temporary nomination. The provisions outlined hereunder apply to Employees and to Jobs covered by the Collective Agreement.

H-1.01

A secondary school diploma is the minimum educational requirement for basic Jobs with the Employer. A combination of education and experience is not possible below this minimum Grade. All Employees are presumed to have a secondary school diploma.

H-1.02

Compensation will not be granted for courses and credits for Jobs that require courses or credits for a professional sector related to the Job category above the basic education.

H-1.03

For Jobs that require a diploma of college studies, a minimum educational Grade equivalent to a secondary school diploma and successful completion of ten (10) courses at college or university Grade in a professional sector related to the Job category is required.

H-1.04

For the purpose of educational compensation, only full years of experience will be retained.

H-1.05

Pertinent experience may also be compensated by an educational Grade higher than the basic requirement [diploma of college studies, thirty (30) credit university certificate or an honours degree].

H-1.06

Pertinent experience designates experience that has allowed candidates to acquire knowledge and professional aptitudes required for the Job in question as listed in the Job description and in the Job skills used to prepare the Job in question.

H-1.07

For Jobs that require less than one (1) year's experience, the Employer will establish the requisite number of months from the following variables: zero (0), three (3) or six (6) months.

H-1.08

The Employee is presumed to have the educational Grade required for his Permanent Position.

Section H-2 Implementation

Education/Experience in the Job in question	Compensation
Secondary School Diploma (SSD) or Diploma of Vocational Studies (DVS) / less than one (1) year	Diploma of College Studies (DCS) / no experience, university certificate [thirty (30) credits] / no experience
SSD or DVS / one (1) year	DCS / no experience, university certificate [thirty (30) credits] / no experience
SSD or DVS / two (2) years	DCS / no experience, university certificate [thirty (30) credits] / no experience
SSD or DVS / four (4) years	DCS / one (1) year, university certificate [thirty (30) credits] / one (1) year, Bachelor's degree [ninety (90) credits] / no experience
SSD or DVS / six (6) years	DCS / two (2) years, university certificate [thirty (30) credits] / two (2) years, Bachelor's degree [ninety (90) credits] / no experience
Vocational DCS / less	SSD or DVS + ten (10) courses / two than one (1) year (2) years, university certificate [thirty (30) credits] / less than (1) year, Bachelor's degree [ninety (90) credits] / no experience

Vocational DCS / one (1) year	SSD or DVS + ten (10) courses / four (4) years, university certificate [thirty (30) credits] / one (1) year, Bachelor's degree [ninety (90) credits] / no experience
Vocational DCS / two (2) years	SSD or DVS + ten (10) courses / six (6) years, university certificate [thirty (30) credits] / two (2) years, Bachelor's degree [ninety (90) credits] / no experience

For purposes of compensation, a vocational DCS will be considered equivalent to a thirty (30) credit university certificate.

ANNEX “T”: **JOINT EMPLOYEE
CLASSIFICATION HANDBOOK**

Not publish

**JOINT EMPLOYEE
CLASSIFICATION
HANDBOOK**

ANNEX “J”: **LETTERS OF AGREEMENT IN
FORCE**

L.E. 09-02

AGREEMENT BETWEEN

THE CITY OF CÔTE SAINT-LUC

AND

**LE SYNDICAT DES FONCTIONNAIRES
MUNICIPAUX DE MONTRÉAL (SCFP)**

Whereas during the renewal of the Collective Agreement the parties agreed to establish new working hours for library Employees;

Whereas the parties established that these hours had to include a minimum of 21 hours;

Whereas Employees Employed on a Permanent Part-Time basis for several years have different hours;

The parties agree that:

- The preamble is part of this Agreement;
- Notwithstanding provisions contrary to the Collective Agreement, the Employees mentioned above who have specific hours that do not comply with the above principles will have their Positions maintained until their departure;
- This Agreement is a precedent and shall not be applied in any other circumstances.

