

Collective Agreement

reached on December 8, 2023

Between the City of Westmount
and the Syndicat des fonctionnaires municipaux de Montréal - SCFP



**Syndicat des fonctionnaires
municipaux de Montréal -
SCFP**



VILLE DE | CITY OF
WESTMOUNT

For the period between
January 1st, 2023 and December 31st, 2027 (inclusive)



COLLECTIVE AGREEMENT

between the

CITY OF WESTMOUNT

and the

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

**For the period between
January 1st, 2023 and December 31st, 2027 (inclusive)**

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ARTICLE 1. PURPOSE OF THE COLLECTIVE AGREEMENT AND PARTNERSHIP

1.01 Purpose of the Collective Agreement

This collective agreement is aimed at maintaining and promoting orderly relations between the contracting parties, establishing and maintaining working conditions, and fostering the prompt settlement of any dispute that may arise between the parties.

1.02 Partnership

Recognizing the need to improve the City's efficiency, the Employer and the Union agree to collaborate in seeking solutions to improve productivity, at reasonable costs, by reviewing the work organization and by putting in place mechanisms for new practices in labour relations.

1.03 Official Language

French is the only official language of this collective agreement. However, the parties agree that if an English version is available, it can be made available to employees who request it. Similarly, communications addressed to an employee on an individual basis may be written in English if the employee so wishes. However, the copies addressed to the Union must be in French.

ARTICLE 2. DEFINITIONS

2.01 Types of Employees

For the application of the collective agreement, the expressions below shall have the following meaning:

- a) Employee: any employee in the service of the Employer.
- b) Permanent Employee: any employee whose work is required for the normal, regular, and uninterrupted operation of the Employer's regular services, and who is appointed as such in accordance with the collective agreement's provisions.

- c) **Auxiliary Employee:** any employee hired as such for:
- staffing a position that has become vacant by another employee who will eventually return to his position;
 - staffing a vacant position following the departure of the individual who held that position;
 - replacing an employee on part-time parental leave;
 - carrying out seasonal tasks for which the duration is limited to six (6) months;
 - carrying out tasks that do not justify the creation of a permanent employee position and for which the number of workdays are less than that of a normal workweek or the number of workhours are less than that of a normal workday;
 - a temporary surplus of work for a maximum, and non-recurring, period of twelve (12) consecutive months;
 - a special project for which the duration is limited to thirty-six (36) months.
- d) **Probationary Employee:** any employee nominated in accordance with the collective agreement's provisions, for one (1) probationary period as provided for under article 6, in order to obtain employment status.
- e) **Student:** any employee pursuing studies in a recognized educational institution who obtains a job covered by the certificate of accreditation and for which the period of employment is between April 15 and September 15.

The hiring of student employees must neither limit the number of permanent employees nor cause any layoffs. A student employee's workweek is limited to a maximum of forty (40) hours per week.

2.02

Seniority

An employee's seniority date is recognized upon the successful completion of his probationary period, and his seniority is calculated from the date on which he was hired.

- a) When two (2) employees have the same seniority date, priority is established by alphabetical order. This order is reversed each year; the letter "A" applies for even-numbered years and the letter "Z" applies for odd-numbered years.

- b) The following do not constitute interruptions in service:
 - temporary absences, with or without pay, including layoffs of less than twelve (12) months;
 - one (1) period of disability;
 - one (1) period during which the employee is not covered by this collective agreement while still in the service of the Employer.

2.03

Spouse

Means any person:

- a) who is bound by marriage or civil union to an employee and cohabits with said employee;
- b) of the other sex or of the same sex who lives conjugally with an employee and, with said employee, are parents of the same child;
- c) of the other sex or of the same sex who lives conjugally with an employee for at least one (1) year.

Notwithstanding the foregoing, any specific definition of spouse appearing in benefit plans must be applied with respect to the administration of said plans.

2.04

Complete month of service

Means one (1) calendar month during which the employee was remunerated by the Employer or benefited from the short-term disability benefits referred to in article 30.01 for more than half of the number of workdays of the month.

2.05

Transfer

Means the movement of a permanent employee from one position to another in the same job or classification.

2.06

Promotion

Means the movement a permanent employee from one position to another position with another classification in which the maximum salary is higher than that of the maximum salary of his current position's classification.

2.07

Assignment

Means the appointment, on a voluntary basis, of an employee from one position to another or from a recall list to a position. This appointment can be on a permanent or temporary basis.

- 2.08 Job**
Means a position or a group of positions for which the most important and significant tasks are equivalent.
- 2.09 Position**
Means all the tasks carried out by only one (1) person.
- 2.10 Evaluation**
Means the determination of the relative value of jobs within the bargaining unit.
- 2.11 Overtime**
Means any work performed by an employee at the request of an authorized representative of the Employer, over and above the number of regular workhours in a day or in a week, as the case may be, or performed on one (1) statutory holiday or on one (1) weekly day off.
- 2.12 Administrative Unit**
Means the subdivision(s) put in place by the Employer. The administrative units fall within the Employer's jurisdiction and provide information on the Employer's organizational structure.
- 2.13 Periodic Salary**
Means the annual salary divided by one thousand eight hundred 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.
- 2.14 Standard Requirements**
The standard requirements for a job are those that are agreed upon in the job description, which constitute the academic training as recognized by the Ministry of Education and the required experience or a combination of the two, as outlined in Annex I.
- 2.15 Required Experience for Staffing**
Means that for the purpose of the application of article 19, the required experience is defined as that which has permitted the candidates to acquire the knowledge and professional skills required for the job sought.

2.16 Career Development Plan

The career development plan is a dynamic process developed by the joint training program and career development plan committee stemming from the perspectives and needs of the organization, in accordance with this collective agreement. The career development plan includes both lateral mobility and temporary or permanent promotion.

2.17 Declaration of state of emergency

Means a decision decreed by the municipal authorities regarding the implementation of the municipal policy of civil security upon the occurrence of a major disaster.

ARTICLE 3. ARTICLE 3 MANAGEMENT RIGHTS

It is the exclusive jurisdiction of the Employer to manage, direct, and administer its business in accordance with its obligations, in a manner that is compatible with the terms of this collective agreement.

ARTICLE 4. ARTICLE 4 UNION CERTIFICATION AND SCOPE

4.01 Union Certification

The Employer recognizes the Union as the sole representative and mandatary of the employees subject to the union certification, the bargaining unit, issued by the *Commission des relations du 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 certification defined in article 4.01.

4.03 Work Assigned to Employees

- a) All work assigned to employees covered by article 4.02 of the collective agreement may not be performed by others. However, this prohibition does not apply when an employee requests one (1) rest period or in the case of a declaration of a state of emergency. In such a case, the collective agreement's application is suspended, except with regards to the payment of remuneration.
- b) Notwithstanding the provisions of the collective agreement, the Employer has the right to participate in job creation programs and in job placement programs in accordance with the standards of these programs. No program may last longer than six (6) months.

- c) The Employer may, for one (1) predetermined period, use the services of an intern, to whom the collective agreement's provisions do not apply. These internships are part of general training programs and are unpaid. The intern is assigned tasks relevant to his program of study and is paired with an employee or an auxiliary employee.

The Employer shall inform the Union of the presence of any intern and the predetermined duration of the internship.

4.04 Validity of a Special Agreement

No special agreement relating to working conditions other than those outlined in the collective agreement is valid unless it has received the written approval of the Union.

4.05 Integration of an Employee into the Bargaining Unit

Subject to any applicable legislative provisions, in the event that, by legislation or otherwise, following a transfer of jurisdiction or competence, an employee is integrated into the bargaining unit defined in article 4.01, the Employer agrees, where applicable, to negotiate the terms of this integration with the Union in advance.

ARTICLE 5. ARTICLE 5 UNION REGIME, INFORMATION, AND UNION LEAVE

5.01 Union Dues

As a condition for hiring and retaining one's job, every employee subject to the collective agreement must consent to the Employer deduction, as of the employee's first pay, an amount equivalent to the dues stipulated by the Union.

5.02 Union Membership

Every new employee subject to the collective agreement must become a member of the Union within thirty (30) calendar days of being hired. Every employee who is or becomes a member of the Union must remain a member of the Union for the duration of the collective agreement.

5.03 Remittance of Sums

The Employer shall remit the sums retained collected to article 5.01 to the Union's treasurer-archivist, by cheque, within (15) days of the month following their collection. With the cheque for the union dues, the Employer shall remit one (1) weekly statement of the dues from each employee, indicating the employee's name, number, and salary earned, as well as the deduction made.

5.04

Union Leave

The Union shall provide the Employer with a list of the members of the union committees as well as the representatives of the executive within thirty (30) calendar days of their designation. The Union's notice shall specify the title of the position to which the employee was elected or appointed as well as the group of employees for whom he is authorized to act.

Any employee who is a member of a joint committee and is called upon to discuss a matter relating to this collective agreement or to a law, pension plan, or for any other joint meeting held during his regular workhours must notify his Department's director at least forty-eight (48) hours in advance, except in the case of an emergency. Joint meetings do not entail a loss of wages. The same applies for the union representative and the employee who is summoned to act as a witness before a grievances arbitrator or any other authority under the labour laws.

Any employee who is absent for union activities must complete the Absence for Union Activities form under Annex F, give the form to his immediate supervisor, and send one (1) copy to his designated union representative.

In the case of absences to attend Union proceedings, the designated members must be from two (2) different departments, unless agreed to otherwise.

The Employer shall grant a maximum of one hundred seventy-five (175) cumulative hours of absence per calendar year with remuneration for all employees designated by the Union for union activities. A maximum balance of 25 hours may be carried over to the following year.

After the depletion of the days of absences outlined in the previous paragraph, the employees designated by the Union may be absent with pay as long as the Union reimburses the Employer for the sum of their salary corresponding to their absence.

Any employee who is absent for union activities pursuant to a provision of this collective agreement shall not lose any of the rights outlined in the collective agreement.

a) Union Elections

1. The employee delegated as a union elections officer may be absent from work on polling day, but the Union must reimburse the Employer for the amount of salary corresponding to his absence and the Employer's contribution to the pension fund.

2. The employee for whom the majority of his working hours overlap with the opening hours of the polling stations or for whom an absence was already scheduled, may, at the hours determined by his immediate superior, be absent for a maximum of one (1) hour without the loss of wages, on the day of the vote in the case of the former or in advance in the case of the latter, in order to vote in the general or complementary union elections for the Union's executive positions (president, secretary general, vice-president, treasurer-archivist).
3. However, the Union must notify the Department of Human Resources at least five (5) days before the election date.

b) **Grievances**

After agreement with the employee's immediate superior, the union representatives or the union advisers (maximum of two [2] persons) have the right to meet with the complainant(s). The meeting must be held at a place determined by the employee's superior and does not entail the loss of wages. However, no overtime hours can be claimed as a result of such a meeting. This right must be exercised in a reasonable manner.

At the hearing of a grievance before the arbitrator, one (1) union representative may participate, without the loss of wages, if his presence is required by the Union. In addition, at the hearing of the grievance before the arbitrator, the complainant(s) may be absent from work without the loss of wages.

c) **Negotiations**

During negotiation meetings, conciliation meetings, or any other joint meetings between the Employer and the Union, a maximum of two (2) union representatives (excluding the SCFP union advisers) representing the union can participate, and such participation is without the loss of wages. During these meetings, the representatives are deemed to be at work.

For every meeting day, one (1) day of preparation is granted to the union representatives, without the loss of wages.

d) **Leave for Occupying a Union Position**

At the request of the Union, the Employer shall grant leave to a maximum of one (1) employee from his job to occupy one (1) full-time union position for the *Syndicat des fonctionnaires municipaux de Montréal (SFMM)*.

1. The Employer pays the employee on union leave his salary and all premiums related to his job, every pay period.

2. The Employer deducts the delegated employee's portion of his pension plan contribution from his wages.
3. For the purposes of the pension plan and seniority, the period of time during which an employee is on union leave is counted.
4. The employee on union leave maintains his rights to employment insurance and to group life insurance and his rights under the collective agreement, with the exception of payments for vacation days, statutory holidays, hours of floaters, and the days off mentioned in paragraph i) of article 27.01, and the application of the provisions under article 19.
5. The Union must notify the Employer in writing, at least fifteen (15) working days before the expiration of the employee's period of union leave. The employee is reintegrated into his job or into an equivalent job and receives the salary that he would have received had he remained in his job.
6. The employee on union leave continues to accumulate the sick bank hours of illness to which he is entitled.
7. Upon presentation of an invoice, the Union undertakes to reimburse the following to the Employer:
 - the salary of the employee on union leave and any premium related to his job;
 - the Employer's contribution to the pension fund and to the Quebec Pension Plan (QPP);
 - the amount disbursed by the Employer for disability insurance, life insurance, and for the Quebec Health Insurance Plan (RAMQ);
 - the amount disbursed by the Employer for employment insurance, the Quebec Parental Insurance Plan (QPIP), and for the *Commission des normes, de l'équité et de la santé et de la sécurité du travail* (CNESST);
 - any other amounts that the Employer is required to pay under the law;
 - during the month of May each year, the amount of money representing the number of hours for sick days accumulated by the employee on union leave for the period from May 1st to April 30th.

- e) An employee may obtain one (1) unpaid leave to occupy a position within the Canadian Union of Public Employees (CUPE). Said employee retains the seniority acquired at the time of his departure and continues to accumulate seniority as though he had remained in the service of his Employer. When the employee ceases to occupy a position within the Canadian Union of Public Employees (CUPE), the Employer is required to reintegrate him into his job or into an equivalent job. This privilege is granted to only 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 period of the employee's union leave.
- f) When an employee is granted leave from his job to occupy a union position pursuant to paragraph d) of article 5.04, the balance of his vacation days are preserved, but cannot be used, and no vacation credit shall be granted to him during this period. When the employee returns to his job, his preserved vacation credits are transferred to his bank.

On the May 1st following his reintegration, the Employee is allocated a full vacation credit.

ARTICLE 6. STATUS

6.01 Documents upon Hiring

Every document relating to the hiring of an employee must mention the status conferred upon him.

6.02 Probationary Period

- a) Upon being hired as a permanent employee, said employee must complete a probationary period of six (6) months of work.

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

An auxiliary employee who, in the year preceding his appointment as a permanent employee, occupied the same position or a similar position as the one to which he was nominated, shall have his probationary period reduced by the number of days during which he occupied that position. However, the probationary period thus determined may not be less than eight (8) weeks.

During his probationary period, an employee has the right to the benefits outlined in this collective agreement, except the right to file a grievance regarding the reasons for the termination of his job.

When an employee has completed his probationary period, his status as a permanent employee is retroactive to the day on which he was hired (1st day).

- b) In the event that an auxiliary employee, who has acquired seniority in a given job before his probationary period as a probationary employee, does not successfully complete his probationary period, his status as an auxiliary employee is maintained.
- c) Upon being hired as an auxiliary employee, said employee must complete one (1) probationary period of eight hundred forty (840) hours of work within a maximum period of twelve (12) months.

When an employee has completed his probationary period, his status as an employee is retroactive to the day on which he was hired.

6.03 Hiring of Auxiliary Employees

- a) The Employer may temporarily fill a vacant position, for a maximum period of four (4) consecutive months, following the departure of the individual who held the position. The position temporarily filled in this manner may in no case be filled again by another auxiliary employee hired to fill the position at the end of the expiry of four (4) months.
- b) When an auxiliary employee is laid off due to lack of work, the Employer may not rehire this auxiliary employee nor hire another to fill this position, until a period of four (4) months has elapsed.

The employee is laid off, at the latest, once the work he was hired to carry out has been completed.

6.04 Hiring and Departure of Auxiliary Employees

The Employer provides the Union with a copy of the decisions relating to the hiring and departure of auxiliary employees.

6.05 Restriction to Hiring Auxiliary Employees

The Employer's hiring of auxiliary employees must not be with the intention of limiting the number of permanent positions.

6.06 Combining of Auxiliary Employees' Workhours

Additionally, the Employer undertakes to combine all the compatible workhours in order to maximize the opportunities to accomplish the maximum number of hours of the regular workweek, subject to the Employer's operational needs.

Additionally, the auxiliary employee who does not have a position that entails a full-time work schedule may be hired temporarily to fill hours. He may therefore hold more than one job, up to a maximum of thirty-five (35) workhours per week, provided he satisfies the standard requirements for the positions.

6.07 Control over an Employee's Work

No auxiliary employee may directly or indirectly control the work of a permanent employee, unless said permanent employee refuses to carry out his work, or unless no employee in a lower job can be temporarily appointed in accordance with the collective agreement's provisions.

ARTICLE 7. RESPECT FOR OTHERS

7.01 Recognition of Human Rights and Freedoms

The parties agree that all employees have full and equal rights to the recognition and exercise of their human rights and freedoms, and to this end, there shall be no threat, constraint, discrimination, harassment, or physical violence by the Employer, by an employee, or by any other person with regards to the rights outlined in this collective agreement or in other applicable laws.

To this end, the parties agree that all forms of harassment are unacceptable and must not be tolerated. The Employer must take reasonable action to prevent harassment and, whenever they become aware of such behaviour, to put a stop to it.

7.02 Sexual Harassment

Sexual harassment constitutes one person's imposition of physical pressures or psychological inducements on another to obtain or offer sexual favours. Sexual harassment also manifests itself when a person's actions towards another may have or do have the consequence of compromising the right to equality in employment or the right to human dignity or the consequence of causing a deprivation or loss of advantages or rights further to the refusal of the sexual favours offered or demanded.

7.03 Psychological Harassment

The parties agree that "psychological harassment" means any vexatious behaviour in the form of repeated and hostile or unwanted conduct, verbal comments, actions, or gestures, that affects an employee's dignity or psychological or physical integrity and that results in a harmful work environment for the employee.

Serious Incident

A single serious incident of such behaviour that has a lasting harmful effect on an employee may also constitute psychological harassment.

7.04**Physical Violence**

Physical violence constitutes one person's violent and aggressive behaviour towards another that may affect the latter's physical or psychological integrity. Violence may be without contact (for example, through shouting, excessive anger, striking a wall, throwing objects, etc.) or with contact (for example, the victim is pushed, struck, hurt by an object thrown in anger, etc.).

7.05**Complaint of Harassment or Physical Violence**

The parties agree to cooperate to prevent all forms of sexual and psychological harassment and physical violence by:

- discussing any problems relating to the abovementioned subjects and encouraging all employees to work towards all forms of their prevention;
- remedying any reported situations or actions as soon as possible;
- encouraging any employee who is a victim or believes he is a victim of harassment or violence to contact the persons identified by each of the parties.

ARTICLE 8. ACQUIRED RIGHTS

Unless explicitly stipulated otherwise in this collective agreement, an employee retains all privileges, benefits, and acquired rights that he currently enjoys. However, the agreement takes precedence for the purposes of interpretation.

ARTICLE 9. ADMINISTRATIVE STRUCTURE

A copy of the administrative structure in effect is given to the Union within thirty (30) days after the collective agreement is signed. Thereafter, on an annual basis, a copy updated to January 1st is given to the Union within thirty (30) days of the beginning of each year. Any modification to the structure in place must be presented to the Union at least thirty (30) days before it comes into effect.

ARTICLE 10. CONTRACT WORK**10.01****Provisions**

- a) Any work currently assigned to employees covered by the union's certification must continue to be performed out by these employees.
- b) However, the Employer may contract or subcontract work or a service currently performed by an employee covered by the union's certification if:

- no employees covered by the union's certification are available;
 - no employees covered by the union's certification have the required expertise to perform the work or provide the service and this cannot be corrected within a reasonable time;
 - the Employer does not have the required tools, equipment, or material to perform the work or service required.
- c) Nevertheless, such a contract or subcontract must not result in the abolition of a permanent position, a lay-off, or a reduction of the number of hours normally worked by employees.
- d) Notwithstanding the foregoing, the activities assigned or conferred by the Employer may continue to be assigned or conferred by the Employer.
- e) The Employer shall have the burden of proof in the case of a grievance submitted to arbitration regarding the application of this article.
- f) Upon request from the Union, the Employer must provide a list of all work undertaken by subcontractors within the previous twelve (12) months. It is understood that the present section covers only subcontracting work relevant to the White-Collar Union. The Employer shall submit said list at the first meeting between both parties following the request.

ARTICLE 11. JOB SECURITY

If, by legislation or otherwise, there is a division, merger, annexation, or change to the Employer's legal or administrative structure as a result of or during technical or technological improvements, due to the modification to the work procedures, due to the assignment of work on contract, or due to a surplus of personnel, employees governed by this collective agreement shall be neither terminated, laid off, nor experience any reduction in salary, and shall retain all rights, privileges, and benefits that they enjoy pursuant to this collective agreement. Moreover, the acquired rights of the Union and the employees under current labour laws or under the collective agreement shall be maintained.

In the event the above situation arises, the Employer agrees to negotiate with the Union at its outset regarding the terms by which the new employer(s) must undertake to respect this collective agreement's provisions.

ARTICLE 12. LEGAL AID

- a) Subject to paragraphs b) and c), the Employer shall assume, at its expense, the defense of any employee against whom legal action has been taken as a result of events that occurred while performing, or as a consequence of performing, his duties and agrees to indemnify him for any obligation, judgement, or costs resulting from such legal action, on the condition, however, that the acts for which the employee has been reproached do not constitute a gross fault. For the purposes of this article, the Employer reserves the right to choose the lawyer(s) to represent the employee. However, the employee may hire one (1) or more lawyers of his choice at his expense.
- b) If, while performing his duties and with the Employer's consent, an employee uses an automobile belonging to or leased by the Employer, the Employer undertakes to hold the employee harmless against any third-party claims for damage caused by the use of this automobile, unless the employee is found guilty of an infraction under the *Criminal Code* (R.S.Q. 1985, ch. C-46) related to the use of this automobile.
- c) The protection outlined in the previous paragraph is also accorded by the Employer to the employee who, while performing his duties and with the Employer's consent, is a passenger in an automobile belonging to or leased by the Employer.
- d) In the event that an employee wishes to pursue legal action, with the Employer's assistance, against an individual further to events that occurred while performing or as a consequence of performing his duties, the Union may submit his case to the Employer for discussion.
- e) Notwithstanding the preceding provisions, the parties agree that the Employer is not obliged to defend or indemnify an employee when he violates the *Highway Safety Code* on his own initiative, the Employer's directions, or the generally accepted practices in such matters.

ARTICLE 13. LABOUR RELATIONS COMMITTEE

13.01 Composition

The Employer and the Union agree to maintain a Labour Relations Committee composed of two (2) representatives of the Employer and two (2) representatives designated by the Union. However, for specific issues and for consultative purposes, each party may include a resource person in addition to the persons already designated. The fees of these resource persons are borne by the party or parties that require(s) their services.

13.02 Terms and Conditions for Meetings

The committee meets during regular workhours and the Union's representatives participating in the meeting do so without loss of wages and are deemed to be at work.

This committee meets as needed or on the written request of either of the parties and adopts any procedure it deems appropriate for its internal management.

13.03 Committee Mandate

The committee's mandate includes all the issues within the purview of the various committees provided for in the collective agreement, with the exception of the Occupational Health and Safety Committee and any other committee(s) agreed upon by the parties.

ARTICLE 14. POSTING OF UNION MESSAGES

14.01 Terms and Conditions for Posting

In the offices where at least one (1) employee works, the Union posts notices relating to union, social, and cultural matters in a suitable location indicated by the Employer.

The Union may also send information through any appropriate electronic medium.

14.02 Transmission to the Employer

The Union provides the representative designated by the Employer with a copy of any document posted or sent electronically via the Employer's equipment.

ARTICLE 15. OCCUPATIONAL HEALTH AND SAFETY

15.01 Work Environment

Every employee has the right to a work environment that respects his physical and psychological health and integrity as well as his safety.

The Employer undertakes to maintain appropriate conditions of safety, hygiene, aeration, heating, humidity, and lighting in the workplace.

15.02 Procedure for Industrial Injury or Accident

The injured employee must, when possible, report the accident to his immediate supervisor before leaving work. All accidents and injuries, even if they are of a benign nature, must be reported immediately to the employee's immediate supervisor.

When necessary, the Employer must immediately provide any employee who is the victim of an industrial accident or who has suddenly become seriously ill during workhours with first aid and, if necessary, transportation at its expense to a health professional, a health facility, or the employee's residence.

15.03 Notice to the Union

Upon learning of any situation, the Employer shall send the union all information regarding any industrial accidents or occupational diseases within the meaning of the law.

The Employer shall send the Occupational Health and Safety Committee members a list of the industrial accidents that occurred over the past month.

15.04 Concept of Establishment

The Employer and the Union are committed to implementing the provisions contained in the *Act Respecting Occupational Health and Safety* (R.S.Q., c. S-2.1).

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

15.05 Occupational Health and Safety Committee

- a) The Employer and the Union agree to create and maintain an Occupational Health and Safety Committee in order for occupational health and safety issues to be taken into consideration and recommendations implemented.

b) Composition and Designation

This committee is composed of two (2) representatives of the Employer and two (2) representatives designated by the Union.

c) Frequency of Meetings

This committee meets during regular workhours every three (3) months or on the request of either party in the case of an emergency. The Union's representatives participating in the meeting do so without loss of wages and are deemed to be at work.

d) Mandate

The Occupational Health and Safety Committee's mandate is as follows:

1. To choose the physician responsible for health services, if necessary.
2. To approve the health program developed by the aforementioned physician.
3. To establish training and information programs or other elements in matters of industrial health and safety as part of prevention programs relating to the activities and workers covered by the committee, the word "establish" signifying: defining the general objectives of training, identifying the categories of workers concerned, drawing up the list of activities, and finally, outlining the deadlines and evaluation criteria.
4. To choose the means and the equipment for the protection of the individuals concerned. These means and equipment, which comply with the regulations, are best suited for the needs of the employees for whom they have been put in place.
5. To provide the *Commission des normes, de l'équité, de la santé et de la sécurité du travail* (CNESST) with the information it requires.
6. To participate in identifying and evaluating the risks related to the workstations and the work carried out by the employees and in identifying the contaminants and hazardous materials existing in the workplace covered by the committee.
7. To keep or take note of the register of industrial accidents, occupational diseases, and the events that could have caused these issues for the employees covered by the committee.

8. To make recommendations further to investigations into the events that caused or could have likely caused an accident or an occupational disease and to provide the Employer with said recommendations. These recommendations shall also be sent to the *Commission des normes, de l'équité, de la santé et de la sécurité du travail* (CNESST) when the CNESST requires it.
9. To receive, consider, record, and respond to the employees', the Union's, and the Employer's suggestions and complaints regarding industrial health and safety.
10. To receive and study the inspection reports conducted in the workplace.
11. To receive and study the statistical information produced by the aforementioned physician, the *Centre local de services communautaires* (CLSC), and the *Commission des normes, de l'équité, de la santé et de la sécurité du travail* (CNESST).
12. To receive and study the work of the prevention representative associated with the committee.
13. The parties agree that the following concerns will be discussed at the regular meetings:
 - Inspection of the vehicles furnished by the Employer and presence of first aid kits.

e) Rules of Operation

The committee produces a report of each meeting and all committee members receive a copy. Additional copies are posted on the boards provided for this purpose.

f) Expanded Meeting

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

Such an expanded meeting remains solely consultative.

15.06

Prevention Representative

a) Designation

The prevention representative is chosen by the Union.

b) **Leave**

The prevention representative designated by the Union benefits from a leave in accordance with article 5.04 in order to permit him to fulfil the duties assigned to him pursuant to the *Act Respecting Occupational Health and Safety*. The leave is used in accordance with this article.

ARTICLE 16. DISCIPLINARY AND ADMINISTRATIVE NOTICES

16.01 Presentation of Disciplinary Measures and Administrative Notices

- a) An employee whose conduct is the subject of a disciplinary or administrative notice shall be informed in writing within thirty (30) working days of the moment the Employer became aware of the event, within a maximum period of ninety (90) days since the occurrence. The Employer shall send a copy of this notice to the Union within ten (10) working days from when the notice is given to the employee. Only disciplinary or administrative notices of which an employee has been notified in writing may be filed as evidence before an arbitrator.
- b) An employee who receives a disciplinary or administrative notice may, within three (3) working days of having received said notice, appear before the Employer, accompanied by, if he so desires, a maximum of one (1) union representative

However, when the disciplinary notice is a suspension or termination, the employee may appear before the Employer within three (3) working days following his receipt of a written notice to this effect, accompanied by, if he so desires, a maximum of one (1) union representative. The notice must specify the reasons for which the employee has been reproached.

16.02 Non-Compliance with the Procedure

If the procedure described at article 16.01 is not followed, there is a breach of procedure and the notice filed cannot be invoked against the employee concerned.

16.03 Time Limit for Invoking Notices

Past disciplinary notices cannot be invoked and must be removed from the employee's file if the most recent disciplinary notice in his file is more than eighteen (18) months old.

16.04 Terms and Conditions

- a) Any disciplinary or administrative notice that does not entail a suspension or dismissal is deemed to have been the object of the preliminary step of a grievance and to be contested.

- b) An employee who receives a disciplinary or administrative notice that entails a demotion, suspension, or termination may pursue a grievance in accordance with the grievance resolution procedure outlined at article 21.

16.05 Disciplinary and Administrative Suspension

A suspension does not interrupt the employee's service. Administrative suspensions may be with or without salary depending on the circumstances.

16.06 Consultation of Personal File

An employee who wishes to consult his personal file may make such request to the designated person from human resources, who then schedules a meeting for this purpose to be held within five (5) working days. This consultation is done in the presence of a designated human resources representative. The employee may attend the meeting alone or accompanied by a union representative.

ARTICLE 17. WORKWEEK AND WORKHOURS

17.01 General Provisions

- a) The regular workweek for all employees is thirty-five (35) hours spread over five (5) consecutive workdays, from Monday to Friday inclusively.
- b) The regular daily workhours are from 8:30 a.m. to 4:30 p.m., less one (1) hour for a meal, except for the special schedules described at article 17.03.
- c) All auxiliary employees' schedules must have a minimum of three and a half (3.5) consecutive hours per workday.

17.02 Summer Schedule

- a) Subject to the Department's operational needs, the employees referred to in article 17.01 benefit from the summer schedule.
- b) The summer schedule spans fourteen (14) weeks and consists of seven (7) complete pay periods, occurring each year approximately between the beginning of the first pay period of June and the Friday that precedes the first Monday of September. The scheduling of the fourteen (14)-week period shall be adjusted annually in function of the payroll schedule.

The workweek is thirty-five (35) hours, divided in the following manner:

From Monday to Thursday: 8:00 a.m. to 4:30 p.m. and Friday: 8:00 a.m. to 1:00 p.m.

On Friday:

- There is no meal period
- The range and modification of work schedules does not extend past 1:00 p.m.

c) During this period, any absence taken in accordance with this collective agreement's terms and conditions, including vacation days, represents seven and a half (7.5) hours of work from Monday to Thursday and five (5) hours of work on Friday.

d) Exception:

During the weeks that include the statutory holiday leaves for June 24th and July 1st, the work schedule is adjusted and a statutory holiday leave corresponds to seven (7) hours of work;

According to the department's needs and with the director's approval, the staff's schedule is split into two groups, namely:

Group 1: Monday to Friday from 8:00 a.m. to 4:00 p.m.
Group 2: Monday to Friday from 8:30 a.m. to 4:30 p.m.

During this period, any absence taken in accordance with this collective agreement's terms and conditions, including vacation days, represents seven (7) hours of work per day.

17.03

Modification of Work Schedule

a) With his immediate supervisor's authorization, a permanent full-time employee may work more hours in a workday than those provided for in his work schedule and be compensated for this work by taking compensatory leaves for the equivalent duration. An employee may bank a maximum of fourteen (14) hours and have a maximum deficit of five (5) hours. Recovery of this time is done on an hourly basis for a maximum of one-day per week.

The premium provided for in article 33.06 does not apply to employees with a modified work schedule.

b) **Range**

The range is the total period of opening hours for staffing purposes. It begins at 7:30 a.m. and ends at 5:30 p.m., from Monday to Friday.

The meal period can vary from thirty (30) minutes to ninety (90) minutes.

c) With his immediate supervisor's authorization, an employee may modify his work schedule in the following manner: from 7:30 a.m. to 3:30 p.m., 8:00 a.m. to 4:00 p.m., or from 9:00 a.m. to 5:00 p.m.

17.04

Special Schedule

- a) Despite the provisions under article 17.01, when the Employer wants to modify an employee's work schedule and this modification causes the work schedule to no longer correspond to the regular workweek or workhours, the Union must agree upon said modification.

The special schedules agreed upon by the parties shall continue to apply until new agreements have been reached between the parties.

- b) Weekly days off are consecutive unless the parties agree otherwise.
- c) The Employer's general policy is to avoid, as much as possible, work being done in the evening and at night.
- d) If there is no agreement within ten (10) working days from the Employer's written request to the Union, the Union may submit the case within ten (10) working days to the summary grievance and arbitration procedure outlined at article 22.06. If the Union does not submit the case to the summary grievance and arbitration procedure within this second period of ten (10) working days, the modification recommended by the Employer is considered to have been accepted by the Union and the Employer may therefore proceed with its recommended modification.
- e) However, if the case is submitted to arbitration, the Employer must wait for the arbitrator's decision before imposing the schedule modification. Any arbitration decision concerning an employee's workhours comes into effect on the second (2nd) Monday following the date of said decision.
- f) The Employee is notified of the modification to his schedule at least forty-eight (48) hours in advance and the modified schedule must, unless otherwise agreed to by the parties, remain in effect for a minimum period of one (1) month.

17.04.01

Schedule for Parking Inspectors (Public Security)

Snow Removal Operation

When a snow removal operation is undertaken from Monday to Friday or continues after having been initiated on a weekend, the Employer offers the overtime hours to the permanent employees, according to seniority.

An employee who accepts the overtime hours shall have his schedule of regular hours modified to 6:30 a.m. to 2:30 p.m. upon receiving twelve (12) hours' notice. The schedule and the resulting overtime hours are granted to the employee for the entire period of the operation. Any absence during the snow removal operation, with the exception of any contained in the employee's schedule, ceases the assignment of work. The Employer then offers the work to the permanent employees with the next most seniority to the aforementioned employee.

When a snow removal operation is undertaken on Saturday or Sunday, or continues after having been undertaken during the week, the Employer offers the hours that are to be carried out to the auxiliary employees in order of seniority, providing twelve (12) hours' notice. The weekly schedule of regular hours is then 6:30 a.m. to 2:30 p.m., with the hours worked beyond this period being remunerated as overtime hours. An employee who accepts the overtime hours shall be granted this schedule for the entire period of the operation. Any absence during the snow removal operation, with the exception of any contained in the employee's schedule, ceases the assignment of work. The Employer then offers the work to the auxiliary employees with the next most seniority to the aforementioned employee.

17.04.02

Schedule for Public Security Employees (Sergeants and Officers)

1. Permanent Employee

- a) Remuneration for the workweek is based on an average of thirty-seven-and-a-half (37.5) hours per week.

- b) The work schedules are established in order to ensure continued service, twenty-four (24) hours a day. A schedule based on five (5) weeks of work, and having Saturday as a starting point, is distributed as follows;
 1. seven (7) nights from 11:00 p.m. to 7:30 a.m.;
 2. five (5) days off;
 3. one (1) evening from 2:00 p.m. to 11:30 p.m. and three (3) evenings from 3:00 p.m. to 11:30 p.m.;
 4. two (2) days off;
 5. three (3) days of work from 7:00 a.m. to 3:30 p.m.;
 6. two (2) days off;
 7. three (3) evenings from 3:00 a.m. to 11:30 p.m.;
 8. two (2) days off;
 9. four (4) days of work from 7:00 a.m. to 3:30 p.m.;
 10. three (3) days off;

A rotation of five (5) schedules is necessary in order to cover the department's needs.

- c) An employee is entitled to a meal period of one (1) paid hour included in his work schedule.
- d) In consideration of this schedule, the employee shall, on an annual basis, have his bank of vacation days reduced by five (5) days, equivalent to thirty-seven and a half (37.5) hours and his bank of statutory holidays reduced by three (3) days equivalent to twenty-two and a half (22.5) hours in order to compensate for the difference between the number of hours paid and the number of hours worked.

2. Auxiliary Employee (Officers)

- a) An employee hired pursuant to subparagraphs 4, 5, 6, and 7 of paragraph c) of article 2.01 is governed by the provisions of article 17.01.
- b) The employee hired to fill a position that is temporarily vacant or permanently vacant due to the departure of the one who held that position is governed by the provisions of paragraphs a), b), and c) of article 17.04.02.

3. Permanent Employee – Public Security Officer not Working on 24 hours a day, 7 days a week rotation schedule.

- a) Remuneration is based on thirty-five (35) hours work week.
- b) Schedules are established based on a four (4) work weeks schedule starting on a Saturday, as detailed at Annex L.
- c) The Employee is subject to article 17.04.02 paragraph 5, regarding shift exchange.

4. Répartiteurs

- a) Remuneration is based on thirty-five (35) hours work week.
- b) Three schedules defined as follows :
 - a. Day Schedule
Monday to Friday, from 7 :30 a.m. to 3 :30 p.m., with an (1) hour of unpaid lunch break.
 - b. Evening Schedule
Monday to Friday, from 3 :30 p.m. to 11:30 p.m., with an (1) hour of unpaid lunch break.

- c. Night Schedule
Sunday to Friday, from 11 :30 p.m. to 7 :30 a.m., with an
(1) hour of unpaid lunch break.

5. Salarié travaillant selon un système de rotation

An employee working on a rotation system may, with the permission of his immediate supervisor, come to an agreement with a work colleague to be replaced on his team or exchange one (1) weekly day off. The two (2) employees involved in this exchange of work shifts are accountable and responsible for this new shift. This privilege is granted on the condition that the replacement does not result in any supplement or compensation to be paid by the Employer.

17.04.03

Schedule for Sports and Recreation Employees and Community Events Employees

Permanent Employee

- a) The regular workweek is thirty-five (35) hours per week, spread from Sunday to Saturday.
- b) The workday is of a minimum duration of five (5) workhours and a maximum of eight (8) hours per day. For any shift of more than five (5) hours of work, a one (1) hour unpaid meal period is provided for in the schedule.
- c) The work schedule is five (5) consecutive days. The schedule is established in a manner as to not have more than two (2) different time slots within the same week.
- d) The weekend schedule with a (1) Sunday or a (1) Saturday must be used exceptionally.

Auxiliary Employee

- a) The regular workweek is of a maximum duration of thirty-five (35) hours per week, spread from Sunday to Saturday.
- b) The workday is a maximum of ten (10) hours a day. For any shift of more than five (5) hours of work, a one (1) hour unpaid meal period is provided for in the schedule. If the employee cannot leave his workstation, his meal period is paid.
- c) The work schedule must include two (2) consecutive days off.

17.04.04

Schedule for Library Employees

- a) The work schedules are established in order to minimally fill the library's opening hours, which are:
1. from Monday to Friday: 10:00 a.m. to 9:00 p.m.
Saturday and Sunday: 10:00 a.m. to 5:00 p.m.
 2. from the Sunday preceding Quebec's National Holiday to the Sunday preceding Labour Day, the library is closed on Sundays.

Permanent Employee

- b) In consideration of paragraph a), for permanent employees, the work schedule is spread over Monday to Friday in the following manner:

1. Library assistant:
 - Adult section:
Four (4) days from 9:00 a.m. to 5:00 p.m. and
One (1) evening from 1:00 p.m. to 9:00 p.m.;

 - Four (4) days from 9:30 a.m. to 5:30 p.m. and
One (1) evening from 1:00 p.m. to 9:00 a.m.;
 - Children's section:
Four (4) days from 9:00 a.m. to 5:00 p.m. and
One (1) evening from 1:30 p.m. to 9:00 p.m.;
 - Technical service:
Four (4) days from 9:00 a.m. to 5:00 p.m. and
One (1) evening from 1:00 p.m. to 9:00 p.m.;
2. Senior Library Clerk:
Four (4) days from 9:00 a.m. to 5:00 p.m.
One (1) evening from 1:00 p.m. to 9:00 p.m.;
3. Library Technician:
Four (4) days from 9:00 a.m. to 5:00 p.m.
One (1) evening from 1:00 p.m. to 9:00 p.m.;

 - Technical service:
Four (4) days from 9:00 a.m. to 5:00 p.m. and
One (1) evening from 1:00 p.m. to 9:00 p.m.;

4. Administrative Secretary:
Monday to Friday from 9:00 a.m. to 5:00 p.m.;

All employees, except the director's secretary, must work on rotation (every three (3) weeks), one (1) Saturday or one (1) Sunday from 9:00 a.m. to 5:00 p.m.

- c) Any schedule modification must be presented to the employee at least one (1) week prior to it taking effect.

Auxiliary Employee

- d) In consideration of paragraph a), the work schedule is spread over a maximum of five (5) workdays. The workhours must be consecutive and between 9:00 a.m. and 9:00 p.m. The work schedule may include one (1) Saturday and one (1) Sunday. The work schedule must include two (2) complete and continuous days off per week. The employer shall strive to maximize the opportunities for workhours for the employees.
- e) In consideration of paragraph a), the work schedules are distributed in the following manner.
1. Library assistant
 - every day, at least one (1) employee must be on shift until 5:00 p.m. As of 5:00 p.m. and until the hour prior to the library's closing, at least two (2) employees must be on shift. On weekends, at least two (2) employees must be on shift as of the library's opening. As of 12:00 p.m. and until closing, at least five (5) employees must be on shift.
 2. Library technician
 - at least three (3) days of seven (7) continuous workhours from Monday to Friday, between 8:00 a.m. and 9:00 p.m.
 3. Office clerk
 - at least three (3) work schedules per day are available.
- f) Any schedule modification must be presented to the employee at least one (1) week prior to it taking effect.

Permanent or Auxiliary Employee

- g) An employee whose work shift includes more than four (4) workhours is entitled to one (1) unpaid meal period of a minimum of thirty (30) minutes to a maximum of one (1) hour between 11:00 a.m. and 2:00 p.m., or between 4:30 p.m. and 6:30 p.m. for an employee whose shift extends beyond 5:00 p.m.
- h) An employee may, with the permission of his immediate supervisor, at least twenty-four (24) hours in advance, come to an agreement with another employee to exchange a shift or to be replaced. This privilege is granted on the condition that the replacement does not result in any additional supplement or compensation of any nature to be paid by the employer.

17.05

Bi-annual Time Change

- a) An employee whose regular workday is reduced by one (1) hour due to the change from standard time to daylight savings time shall not suffer any reduction in salary due to this change.

- b) An employee whose regular workday is increased by one (1) hour due to the change from daylight savings time to standard time shall not be compensated for this additional hour.

ARTICLE 18. SENIORITY

18.01 Acquiring Seniority

Seniority is acquired as soon as an employee completes his probationary period.

When the employee has thus completed his probationary period, his date of seniority is retroactive to the first date of hiring as an employee, or in the case of an interruption of more than twelve (12) months, to the date of his rehiring.

18.02 Maintaining Seniority

Absence for the following reasons does not interrupt the accumulation and the maintenance of the 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 activities in accordance with the collective agreement.

18.03 Loss of Seniority

An employee loses his right to seniority for any of the following reasons:

- a) voluntarily leaving his job with the Employer;
- b) Dismissal;

For an Auxiliary Employee

- c) if he refuses a position that is offered to him according to the terms and conditions outlined at Annex "C" article C-2 twice, consecutively, or if he fails to be present at work after having accepted a position, except for the absences outlined in the collective agreement;
- d) if he is not recalled to work within twelve (12) months.

18.04 Seniority List

Schedules "E-1" and "E-2" of this collective agreement constitute the official seniority list of the employees working for the Employer on the date of the collective agreement's signature.

The Employer undertakes to update and post the seniority list on the boards described at article 14, on January 30th of each year. Any correction accepted by the parties and any addition of new hires result in the automatic amendment of schedules “E-1” and “E-2.”

Any change to the seniority list is communicated to the Union in writing within fifteen (15) days of the change.

18.05 Employee Outside of the Bargaining Unit

- a) When the Employer wishes to temporarily appoint an employee to a job that is outside of the bargaining unit, the Employer must inform the Union in advance and specify, if possible, the duration. The employee continues to accumulate seniority in the bargaining unit. An employee may be appointed to a job outside of the bargaining unit for a maximum duration of eighteen (18) months.
- b) Any extension must be the result of an agreement with the Union. In the absence of an agreement, the employee’s position is considered vacant and the provisions of article 19 apply.
- c) In the event of the employee’s reintegration into the bargaining unit, he shall resume his position and seniority in accordance with the collective agreement.

ARTICLE 19. CHANGES TO THE WORKFORCE

The parties agree that the following principles apply when filling positions; any vacant position shall be filled by the employee who, having completed his probationary period further to his hiring, has the most seniority and meets the standard requirements for the position.

19.01 Time Period for Staffing

When a job position becomes permanently vacant or is newly created, the Employer agrees, if it wishes to fill the position, to post a notice of the vacant position within four (4) months of the vacancy or the position’s creation. If the Employer decides not to fill the position, it must notify the Union to this effect within sixty (60) days.

If no employee is eligible and an examination is required to fill the position, the Employer gives the examination and must, within two (2) months after the results are issued, permanently fill the position, without exceeding a period of six (6) months.

19.02 Posting of Vacancies

- a) The Employer shall post, for five (5) working days, all notices of vacant positions in all offices with at least one (1) employee.

- b) The notice must contain the following information:
- the job title and position number;
 - the administrative unit;
 - permanent or temporary assignment;
 - the place of work;
 - the work schedule;
 - the wage group;
 - the nature of the job and a brief description of the tasks;
 - the standard requirements according to the job description;
 - if applicable, the nature of the examination required by the Employer and what is to be assessed, as stipulated on the examination form;
 - the name of the person designated to receive the applications.

Notices of vacant positions are numbered consecutively.

The Employer shall arrange for these notices of vacant positions to be easily seen by employees working outside. A (1) copy of each notice is sent to the Union within five (5) working days of being posted.

- c) Any employees interested in occupying this position must complete the corresponding form and submit it to the person designated on the notice of the vacant position, within the prescribed time limit.

A permanent employee wishing to transfer from one position to another must do so by applying.

An employee who does not apply for a vacant or newly created position (or who, having applied, withdrew his application) shall not thereby suffer any prejudice to his rights to future vacant or newly created positions.

- d) The Employer must ensure that a one (1) copy of the notice is sent to the employees who are absent for the entire duration of the posting, with the exception of employees on annual vacation, for a reason outlined in the collective agreement. Said employees shall receive a copy of the notice of the vacant position at their domiciles, and each must send his written application, if he so desires, within five (5) working days from his receipt of the notice at his domicile.
- e) The Employer shall consider the application of an employee who was on annual vacation when the job is posted. The employee must, however, send a written request to this effect to the person designated in the notice within five (5) working days of his return from annual vacation.
- f) Within five (5) working days of the end of the posting period, the Employer sends the Union the list of employees who applied for the position and their respective dates of seniority.

- g) The Employer must make a temporary or permanent appointment within ten (10) working days of the end of the posting period, or of the period for issuing examination results, if such is the case, or of the return of an employee who was on annual vacation at the time of the posting. This time period extends the one outlined at article 19.01. When the temporary or permanent appointment process is complete, the Employer must post an appointment notice and inform the Union within ten (10) working days.
- h) The employee who is appointed must occupy the new position and receive the corresponding salary within the month following the end of the posting, unless otherwise agreed to in advance by the Employer and the Union or the employee is absent for one of the reasons outlined in the collective agreement. These conditions apply as of the employee's return to work.
- i) Should an employee's request for a transfer or promotion be refused, this decision may be appealed to the Labour Relations Committee within ten (10) working days of the receipt of this decision. If the disagreement persists, the summary grievance procedure outlined at article 22.06 applies. In such a case, the employee who obtains the position may not be confirmed as such until a settlement or final decision has been reached. The Employer has the burden of proving that the employee is incapable of meeting the position's standard requirements.

19.03

Examination

- a) The examination mentioned at paragraph b) of article 19.02 must be related to both the nature of the tasks and the experience required for the job.

The candidates must be provided with an examination form detailing the various steps of the examination process as well as what is to be assessed at each step. All candidates who meet the standard requirements must be convened for the examination.

- b) An employee who fails an examination is informed of this in writing and may, within five (5) working days of receiving the Employer's notice, request information on the reasons for his failure of the examination.

The employee may appeal the Employer's decision within ten (10) days of having received it by sending an application to this effect to his Union. A review committee consisting of one representative of the Union and one representative of the Employer must review the answer key and render a decision as to the employee's examination results. If the committee's decision is found to be unsatisfactory, the Union may pursue the case in accordance with the summary arbitration procedure outlined in article 22.06 within five (5) working days from the committee's decision. In such a case,

the employee who obtains the position cannot be confirmed in the position until a settlement or a final decision has been reached. The Employer bears the burden of proof.

- c) Within five (5) working days following the examination results, the Employer sends the Union the eligibility list for the job. This list remains in effect for a period of four (4) years, unless the job is re-evaluated upward.

19.04 Recognition

- a) To fill a vacant position, the qualifications and experience acquired in the various positions occupied by the employee are considered as such, taking the job description and specifications into account.
- b) An employee who has temporarily occupied a position for more than six continuously months is deemed to have met the standard requirements of the job. However, article 1.08 of Schedule "I" does not apply.

19.05 Eligibility for a Job

- a) An employee who has successfully completed an examination given by his Employer becomes eligible for the job for a period of four (4) years or until he is appointed or promoted to this job, whichever comes first.
- b) The Employer must appoint all of its eligible employees who applied before appointing an external candidate.
- c) Nobody may be appointed or promoted to a job on a permanent basis unless they meet the standard requirements. However, these requirements do not apply in the case of an assignment made further to the application of the provisions under articles 11, 24, and 25.

19.06 Steps for Permanent Assignments

Further to the job posting procedure, any vacant or newly created position is permanently allocated, in the following order, to:

1. An employee who must be reassigned further to the application of Article 24.
2. An employee who must be reassigned further to the application of Article 25.
3. An employee who must be reassigned further to the application of Article 11.
4. The permanent employee with the most seniority of those who meet the standard requirements for the position.

5. The auxiliary employee with the most seniority of those who meet the standard requirements for the position.

19.07

Steps for Temporary Assignments

- a) Any position that is temporarily vacant for a period exceeding twenty (20) working days may be filled according to the provisions of article 19.02.

A temporarily vacant position constitutes:

1. a position that has become vacant due to the absence of an employee who must eventually return to his position;
2. a permanent position that has become vacant for a period not exceeding four (4) months, or six (6) months in the case where an examination must be given;
3. a position that is held by an employee who is currently undergoing a training period;
4. a position created temporarily in accordance with the collective agreement's provisions;

A temporary position may not last more than twelve (12) months. However, in the case of special projects, this time limit is increased to thirty-six (36) months. The Union must be informed in advance of the hires that are done for a special project.

5. a position over which a dispute exists between the parties as to its filling.

The Employer may appoint the employee of its choice for the first twenty (20) working days of a position's vacancy.

- b) Further to the job posting, the Employer allocates the position, in the following order, to:
 1. the permanent employee with the most seniority of those who meet the standard requirements for the position;
 2. the auxiliary employee with the most seniority of those who meet the standard requirements for the position.

19.08

Assignment

- a) The selected candidate shall have a training period of a maximum duration of sixty (60) workdays in order to allow him to become familiar with the new position.
- b) During this period, if the employee so desires or if he cannot fulfill the duties of the position to which he has been assigned, he shall be reinstated in his former position, or in an equivalent position if his former position was abolished.

In the event that the Employer decides to reinstate the employee in his former position, the reasons for and the date of this

reinstatement shall be sent to the employee in writing, a one (1) copy of which shall be sent to the Union. If the employee files a grievance, the Employer bears the burden of proof.

When an employee is reinstated in his former position, he receives the salary that he received when he occupied this former position or the salary that he would have received had he remained in this former position, without losing any benefits.

19.09

Salary

- a) A permanent employee who is transferred maintains his previous salary, and the hours worked in his former job are considered for the purpose of advancing a level.
- b) An employee who is promoted receives at least the minimum of the salary scale of his new job, once he begins to work in the new position.

His new salary is established based on his salary for the job that he held. The salary in his new group is established at the lowest level that constitutes a salary increase. If this constitutes less than a 2% increase, his salary is set one level higher.

The employee retains the levels he has already obtained. Any accumulation of hours already worked in this position are considered for the purpose of advancing a level.

- c) For the entire duration of a temporary assignment, the employee shall receive the salary for the job as well as any level increases. Once the temporary assignment is complete, the levels to which he would be entitled in his permanent job are also recognized for the purpose of adjusting his salary.
- d) At the request of his immediate supervisor, an employee who works in one or several other positions shall receive the salary of the highest-paid position for all of the hours worked in the newly assigned position, when at least one (1) continuous hour is worked.

- e) If the permanent assignment of an employee appointed temporarily in accordance with article 19.07 immediately follows this temporary assignment to a position in the same job, or once it is definitively established that the replaced employee is not returning or that the position has become permanent, the permanent appointment of the replacement employee is retroactive to the date on which the position is officially recognized as vacant or permanent.

The salary and the level increases of an employee thus appointment are established as if he had been permanently promoted on the first day on which he occupied the position.

- f) When, at the request of the Employer, an employee temporarily fills a position in a lower wage group, he receives his regular salary for the duration of the work.

19.10

Changes to the Workforce

- a) The Employer shall send the Union:
- on a monthly basis, a copy of any hires, temporary assignments, permanent assignments, temporary lay-offs, permanent lay-offs, dismissals, resignations, and retirements;
 - two (2) times a year, between January 1st and 15th and between September 1st and 15th, a copy of the record of the positions and the persons holding said positions;
 - a copy of any decisions related to the abolition of positions or jobs.
- b) The abovementioned information must be sent to the Union as soon it becomes available.
- c) For the purposes of this article's application, the Employer agrees to send the abovementioned information in electronic format, according to the agreed upon technical specifications.

ARTICLE 20. JOB DESCRIPTIONS, JOB EVALUATIONS, AND ASSIGNMENTS

20.01

Job Descriptions

- a) The job descriptions appearing in Annex "B" list the general elements necessary for illustrating the main tasks of a job. Such descriptions must not be considered to be detailed and complete statements of the tasks that can be assigned to an employee performing the given job. Any task that influences the job's evaluation must appear in its description.
- b) For notices of competitions intended for external candidates, the Employer reserves the right to establish job qualifications that are

different from those determined for evaluation purposes, as long as they do not have the effect of modifying the job's wage group upward.

- c) The Employer sends the employee a copy of his job description as soon as he is hired or promoted to the position.

20.02 Job Evaluation

The description, evaluation, and classification of any new job or any modified job of this collective agreement shall be done according to the job evaluation plan used in the development of the pay equity program, attached as Annex "J."

The Employer acknowledges that the work attributed to the employees covered by the certification outlined at article 4.01 does not require a university undergraduate degree.

20.03 Joint Evaluation Committee

As of the date on which this collective agreement is signed, the descriptions, evaluations, and classification of all the jobs appearing in Annex "B" remain unchanged. However, only new jobs that will be created or jobs that will be modified or updated after this date may be submitted to the joint evaluation committee.

20.04 Composition of the Joint Evaluation Committee

- a) The Employer and the Union agree to maintain a joint evaluation committee made up of two (2) representatives of the Employer and two (2) representatives of the Union in order to discuss the descriptions of new, modified, and updated jobs and to determine their evaluation and classification, in accordance with the provisions of the job evaluation plan used in the development of the pay equity program, attached as Annex "J."

The parties may include any resource person who will be useful for the discussion. The fees of these individuals are borne by the party that requested their services.

- b) The committee shall meet during regular working hours and the representatives on the committee are deemed to be at work during these meetings. The representatives of the Union on the joint committee may conduct investigations in the workplace in the presence of the concerned employees after having notified the Employer at least forty-eight (48) hours in advance. The representatives who are authorized to carry out these investigations are those who are on union leave pursuant to article 5.04 of the collective agreement.

20.05 Creation or Modification of Jobs

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 meeting of the joint evaluation committee.

20.06 Review Request

If a job is modified and the Employer does not notify the Union as outlined in article 20.05, the Union calls the Employer to a meeting. The review request submitted to the joint evaluation committee must reflect, as fairly as possible, the changes made to the content of the job or to the conditions under which the job is performed, as well as their respective impacts on the evaluation factors.

20.07 Time Period for Committee Meeting

The joint evaluation committee must meet within fifteen (15) working days of either party's call for said meeting. The Employer shall draft the minutes of the meeting, which shall refer to any review requests presented, as the case may be, and send a copy of the minutes to the Union.

20.08 Request for Sole Arbitrator

- a) If there is no agreement as to the description or evaluation of any new, modified, or updated job, the Union may submit the dispute to a sole arbitrator whose decision shall be final and binding. The arbitrator's powers are limited to rendering a decision on the issues in dispute raised before the joint evaluation committee based on the evidence presented by the parties and the rules outlined in the job evaluation plan used in the development of the pay equity program, attached as Annex "J." He has no power to render decisions that diminish, increase, or alter said plan or any other provision in the collective agreement.
- b) The sole purpose of every arbitration decision regarding a job description is to verify that the description corresponds to the work actually carried out by the employee.
- c) If it is established during arbitration that a task that would affect the evaluation of a job is being carried out by the employees holding that job, but said task does not appear in the description, the arbitrator has the mandate to include it in the description.

20.09 Time Period for Requesting Arbitration

Any request for arbitration regarding the description or evaluation of a job must be made within thirty (30) working days of the parties' failure to agree on the matter, in accordance with the procedure outlined at article 22.

The failure to agree is deemed to have occurred when the Union notifies the Employer of the disagreement in writing. The arbitration procedure outlined in article 22 applies from the date of receipt of the written notice.

The arbitrator's decision cannot be retroactive beyond the date on which the joint job evaluation committee first discussed the issue.

20.10

Terms and Conditions for Filling New or Modified Jobs

- a) No examination can be given for a newly created or modified job if the description of its content or its evaluation has not been agreed upon by the joint evaluation committee or decided upon by an arbitrator, unless a period of four (4) months has elapsed since the joint committee's first meeting to discuss said job without an arbitration hearing having taken place.
- b) Notwithstanding article 19.01, the Employer may temporarily fill the positions of a new or modified job and put its classification into effect as soon as the Employer notifies the Union of its intention to create or modify a job.

The Union retains its rights outlined in the job evaluation plan used in the development of the pay equity program.

20.11

Time Period for Grievances

- 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 correspond to the description of his job, the Union may submit a grievance to the Employer. Said grievance must outline the new tasks that constitute a modification. If a response is not received within the following fifteen (15) working days or if the Employer's decision is not accepted by the Union, the Union may submit the grievance to arbitration within thirty (30) working days according to the arbitration procedure outlined in article 22.
- b) In the case of arbitration, the arbitrator must base his decision on the job descriptions in Annex "B." The arbitrator must determine whether the increase or modification of the employee's tasks are such that they no longer correspond to his job description. If the arbitrator decides this is the case, he may determine that he is performing tasks characteristic of another job or that he is performing tasks that do not correspond to any existing job. The arbitrator's decision may not be retroactive beyond four (4) months after the date the grievance was filed.
- c) In the event that the arbitrator decides that the tasks do not correspond to another existing job, the Employer has the choice to add the tasks to an existing job description, to create a job, or to cease the performance of said tasks. The provisions regarding a new, modified, or updated job apply as the case may be.

20.12 Specifications of a Job – Diploma of College Studies

When determining the specifications of a job, the Employer reserves the right to request a diploma of college studies (DEC) for the job, if the Ministry of Education provides the appropriate course program.

ARTICLE 21. RESOLUTION PROCEDURE

21.01 General Rule

The Employer and the Union have the firm desire to settle any grievances relating to salary or working conditions fairly and as quickly as possible.

21.02 Preliminary Step

The union representative accompanied, as needed, by the employee concerned by the grievance, must, before submitting a grievance, meet with the Employer's authorized representative to discuss the problem.

21.03 Steps

If the disagreement persists following the application of article 21.02, the following steps shall apply:

a) First Step

1. The grievance that the Union deems appropriate to file is submitted in writing to the Director of Human Resources in two (2) copies within three (3) calendar months of the date of the event that gave rise to the grievance.
2. A grievance relating to psychological harassment must be filed within three (3) calendar months of the last incidence of the offending behaviour.
3. The Director of Human Resources (or his representative) must call the Union representatives to a meeting within twenty (20) working days.

b) Second Step

If the grievance is not settled at the previous step, the Director of Human Resources must notify the Union of the Employer's decision in writing within twenty (20) working days from the date of the meeting described in the preceding paragraph.

If the Union does not accept the Employer's decision, the Union must refer the case to a grievances arbitrator in accordance with the procedure indicated at article 22 within sixty (60) working days of the date on which the Union received the Employer's written decision. If the Union does not refer the case to an arbitrator within this time period, the grievance is considered to be withdrawn from the procedure.

21.04 Extension of Deadlines

The deadlines established in the preceding article are firm, but they may be extended upon the written agreement of the Employer and the Union. The dates indicated on the documents by the post office's date stamps constitute summary evidence for the calculation of the deadlines.

The same deadlines and procedure apply to grievances that the Employer would like to submit concerning an employee, a group of employees, or the Union.

21.05 Grievances regarding Interpretation and Application

Any grievance relating to the interpretation and application of this agreement, except for grievances relating to illness as defined in article 24.05, constitutes a grievance that may be submitted to arbitration in the manner outlined at article 22.

In the case of grievances regarding the application of articles 11, 16, 18, and 19, the Employer shall bear the burden of proof.

21.06 Presentation of a Grievance

An employee who presents a grievance must not be penalized, inconvenienced, or made to worry over the matter by his supervisor in any way.

ARTICLE 22. ARBITRATION

22.01 Designation of the Arbitrator

- Grievances shall be submitted to a single arbitrator.
- The parties shall designate Mr. René Beaupré, Mr. André G. Lavoie, Mr. Pierre Laplante, and Ms. Andrée St-Georges on a rotational basis. If the designated arbitrator cannot hear the grievance within ninety (90) days of being requested to do so, the parties may agree to defer the grievance to another one of the aforementioned arbitrators or to any other arbitrator, or to address the request to the Ministry of Labour in order for it to designate an arbitrator.

22.02**Arbitrator's Powers**

- a) The arbitrator's powers are limited to ruling on grievances in accordance with the letter and spirit of the collective agreement. Under no circumstances shall the arbitrator have any authority to add to, subtract from, or modify anything in this collective agreement.
- b) In the event of a disciplinary measure, the arbitrator may not consider as evidence against an employee any incriminating document from his employee file dating more than eighteen (18) months prior to the date of the incident.

The arbitrator has the jurisdiction to uphold or set aside the disciplinary measure, order the Employee's reinstatement, with all rights, in the job he held, and rule on any indemnity, with such indemnity not exceeding the total salary lost unless the arbitrator orders the payment of exemplary damages or interest. The arbitrator also has the jurisdiction to render any other decision he may consider to be fairer in the circumstances.

- c) The grievances that were not filed with an arbitrator by or on the date of the signature of this collective agreement shall be presented to the arbitrators mentioned in article 22.01 on a rotational basis.

22.03**Deadline for Decision**

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

22.04**Arbitration Award**

The arbitration award is final and binding on the parties, who must abide by it without delay. When the Employer is required by an arbitration award to reimburse certain amounts of money to the employee, such reimbursement shall be made within sixty (60) working days following the date of the decision.

22.05**Arbitrator's Fees**

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

22.06

Summary Arbitration Procedure

Notwithstanding the foregoing, upon agreement between the parties, a grievance may be submitted to the summary arbitration procedure, in the manner outlined below.

- a) The hearing shall be held before Ms.-Maureen Flynn
- b) The hearing of a grievance submitted to this procedure shall be limited to a maximum of one (1) day. No arbitration award or written note may be presented during the hearing. Moreover, 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 one of the parties.
- d) The arbitrator's decision constitutes a decision on a specific situation and does not create any precedent.
- e) The arbitrator must hold the hearing within ten (10) days of the date on which he was referred the grievance and must render his decision, in writing, within the following ten (10) days.

ARTICLE 23. OVERTIME

23.01

General Provisions

- a) Overtime hours are remunerated at the employee's regular hourly rate of pay, increased by fifty percent (50%). The regular hourly rate is calculated by dividing the employee's regular salary over one pay period by the job's regular number of hours for that period.
- b) However, for overtime hours worked on a statutory holiday or on a Sunday, an employee is to be paid his regular hourly rate, increased by one hundred percent (100%).
- c) For an employee who does not have a weekly day off on Sundays, his second (2nd) weekly day off is considered as a Sunday for the purposes of payment for overtime work.

23.02

Terms and Conditions

An employee who performs overtime may, upon his request and subject to his director's prior consent, be compensated in the form of hours rather than money, and as such, at the applicable rate. If such is the case, the following provisions shall apply:

- a) No advance is permitted;
- b) The employee may bank up to four times the total number of regular workhours established for his job in one (1) week;

- c) Banked time may only be claimed at least twenty-four (24) hours in advance, further to an agreement with the employee's immediate supervisor, for a minimum of one (1) hour at a time;
- d) Subject to the preceding paragraphs, banked time that has not been taken by December 31st shall be paid at the rate in effect on December 31st no later than January 31st of the following year.

23.03 Allocation of Overtime

Overtime is carried out by the employee who usually performs the task for which the overtime is required. If more than one (1) employee performs this same task, the overtime is apportioned equitably.

23.04 Overtime After Regular Workhours

An employee who is required to return to work to perform overtime after the regular workhours shall be paid at the overtime rate for a minimum of three (3) hours. One (1) hour is allocated for transportation within said period; however, if the employee's presence is required again within this three (3) hour period, he may not ask to be paid again for another minimum of three (3) hours and his overtime is to be counted as of the first call.

23.05 Duration

When the overtime follows or precedes the regular work period, an employee may not be obligated under any circumstances to separate his overtime hours from his regular hours if this overtime must be for a period of three (3) hours or less. If the overtime is of more than three (3) hours, an employee may not be obligated to separate this overtime from his regular hours by more than one half (1/2) hour.

23.06 Request for Appearance Before the Court

An employee who is absent due to a vacation day, a weekly day off, or a statutory holiday, and who is asked by the Court to appear for any matter relating to or resulting from the performance of his job, shall be paid time and a half for a minimum of four (4) hours or for the time spent in Court should this period exceed four hours. For the employee on vacation for a full week, he shall be paid a minimum of one (1) full day's pay at double his regular hourly rate.

ARTICLE 24. SICK BANK CREDIT

24.01

Procedure

a) permanent employee

1. On May 1st each year, the Employer shall grant by anticipation the sick bank credit stipulated below, according to the permanent employee's number of complete months of service between May 1st, or the date of his hiring, and April 30th of the following year.
2. Over a one-year period, a permanent employee may accumulate up to two (2) times the average number of weekly hours stipulated for his job in sick time, at a rate of one-twelfth (1/12) per complete month of service, according to the following table:

Number of weekly workhours	Sick bank credit
35 hrs	70 hrs
36 hrs	72 hrs
37.5 hrs	75 hrs
40 hrs	80 hrs

3. A permanent employee whose number of weekly workhours is modified after May 1st of a given year shall have his sick bank credit adjusted accordingly.

b) auxiliary employee

On May 1st each year, the Employer shall grant the sick bank credit to auxiliary employees, according to 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 a sick bank credit at a rate of one-twenty-sixth (1/26), or one hour for every twenty-six (26) hours worked, up to a maximum of seventy (70) hours annually.

c) **Change of Status**

An auxiliary employee who becomes permanent during a reference year is entitled, as of the date of his appointment to a permanent position, to a credit pro-rated according to the months between the date of his appointment and the following April 30th, plus the credit he earned as an auxiliary employee since the May 1st preceding his appointment, without exceeding the maximum stipulated in article 24.01 a). This credit is calculated at a rate of one-twelfth (1/12) per complete month of service. Any excess credit shall be paid at the rate in effect at the time of his appointment.

24.02 Use of Sick Bank Credit

An employee who is absent due to a sickness or accident other than as stipulated in article 25 must use his sick bank credit to cover the waiting period stipulated in the short-term disability insurance contract.

An auxiliary employee who is absent due to a sickness and has sick bank credit is paid for these hours of absence up to the maximum of the hours stipulated for his job that day or until his sick bank credit is used up. Otherwise, these days are without pay.

24.03 Recourse

Notwithstanding article 24.02, an absent employee whose disability is not insured (example: cosmetic surgery, ligature, etc.), but is recognized by the Employer, may use his sick bank credit until it is used up.

24.04 Absence Exceeding 3 Days

An employee who is absent for more than three (3) days due to a sickness or accident, must, when required, upon his return to work, report to the management in Human Resources and present a certificate or the disability insurance benefit form duly completed by his attending physician.

Upon presentation of a supporting document or a receipt, the employee shall be reimbursed fifty percent (50%) of the cost of the doctor's fees for completing said documents. An employee may be reimbursed for a maximum of three (3) certificates or disability insurance benefit forms per year or for a maximum of six (6) if his absence is continuous and exceeds a period of six (6) months.

In the event that the employee's attending physician recommends a progressive return to work, the Employer must comply with the recommendation and accommodate the employee according to the criteria established by the various courts.

24.05**Medical Expertise**

When an employee is absent due to a sickness or accident other than as stipulated at article 25, the Employer may have a physician of his choice examine the employee, as often as the Employer wishes and in all case. For any period of absence during which the employee does not receive disability benefits from the insurer, the Employer's physician shall determine whether the absence is justified as well as the date on which the employee may resume his work. The employee shall be entitled to be represented by his own physician. If the employee's physician and the employer's physician disagree, they shall recommend the appointment of a third (3rd) physician whose decision shall be final. The third (3rd) physician's fees shall be shared equally between the Employer and the employee concerned.

24.06**Balance**

- a) The balance of sick bank credit acquired for the period between May 1st of the preceding year and April 30th of the current year, according to article 24.01, and not used by the employee by April 30th, shall, according to the employee's preference, be deposited in his bank of vacation or paid by the Employer by June 30th at the latest, at the employee's rate of pay on April 30th of the current year.

The Employee must notify the Employer, in writing, by May 1st of each year at the latest, if he wants the transferable sick bank credit balance to be added to the number of vacation hours for the current year, failing which, the acquired balance of unused sick bank credit is paid.

- b) By June 30th of each year at the latest, the Employer shall pay each auxiliary employee the balance of sick bank credit acquired by May 1st of the preceding year and not used by April 30th of the current year. The sick time is paid according to the average rate of the jobs occupied over the course of the preceding reference year.
- c) When an employee retires, resigns, is terminated, or dies, the employee or his successors shall be paid for the balance of his sick bank credit, as per article 24.01, at the rate of his last pay.

24.07**Calculation at Termination**

For the purposes of the application of article 24.06, for the year during which the employee leaves the service of his Employer, he is only entitled to one twelfth (1/12) of the number of hours stipulated for his job under article 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 any amount of money proportional to the sick bank credit paid in advance by the Employer to which the employee was not entitled.

24.08 Reassignment of an Employee for Health Reason

When a permanent employee can no longer occupy his work position due to his state of health and the Employer decides to reassign him to a job in a lower wage group than his initial position, he maintains his current salary until the wage group to which he has been reassigned catches up with his current salary. The permanent employee shall be informed of the vacant positions for such jobs.

ARTICLE 25. INDUSTRIAL ACCIDENTS AND OCCUPATIONAL DISEASES

25.01 General Provisions

a) In the event of injuries sustained or illness resulting from the performance of an employee's duties, said employee shall receive ninety percent (90%) of his regular net pay that he would have received had he remained at work. However, the employee shall reimburse the Employer for any amount of salary compensation he receives under the *Act Respecting Industrial Accidents and Occupational Diseases* (R.S.Q., c. A - 3.001) or the regulations adopted under said Act.

However, the employee may renounce this benefit in writing by receiving his income replacement indemnity directly from the CNESST.

b) In all other cases, the *Act Respecting Industrial Accidents and Occupational Diseases* shall apply.

25.02 Examination of an Injured Employee

The Employer may have the injured employee examined by a physician of its choice, subject to the laws and regulations in effect in this regard.

25.03 Reintegration of the Employee

Notwithstanding any contrary or incompatible provisions in the collective agreement, as soon as an employee is considered able to work following an industrial accident or occupational disease, the Employer shall reintegrate him 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 is able to occupy, with no loss of salary.

25.04

Reintegration Between Bargaining Unions

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

- a permanent employee from another unionized certification unit, who cannot be reintegrated into a suitable job in his certification unit following injuries sustained or illness resulting from the performance of his duties, may be reassigned to a job in this certification unit that he is able to occupy, without prejudicing the rights of a white-collar employee;
- a permanent employee covered by this union certification, who cannot be reintegrated into a suitable job in this unit following injuries sustained or illness resulting from the performance of his duties, may be reintegrated into a job or a position in another unionized certification unit that he is able to occupy.

ARTICLE 26. VACATION

26.01

Terms and Conditions

- a) Vacation entitlements are acquired by all employees on May 1st of each year for their services rendered in the preceding twelve (12) months. The vacation period runs from May 1st of one year to April 30th of the following year. At the employee's request and provided he has taken a minimum of three (3) weeks, any unused vacation credit from the reference year can be carried over with his immediate supervisor's approval.
- b) Vacation periods are granted based on the employee's seniority and the Employer's needs, further to an agreement between the employee and his department's director or said director's representative.
- c) Procedure for planning vacations.

On April 1st of each year, the Employer must provide employees with a vacation request form. Employees may submit their choice of vacation by April 15th at the latest, for some or all of their vacation bank.

The Employer must notify the employees of its decision to either accept or refuse their requests and must post the vacation schedule for the period from May 1st to October 31st in the workplace on a board designated for this purpose by May 1st at the latest.

On October 1st of each year, the Employer must provide employees with a vacation request form. Employees may submit their choice of vacation by October 15th at the latest, for some or all of their vacations bank.

The Employer must notify the employees of its decision to either accept or refuse their requests and must post the final vacation schedule for the period from November 1st to April 30th in the workplace on a board designated for this purpose by November 1st at the latest.

The employees who have not submitted their vacation choices in time shall have their vacations granted after vacations are granted to all the other employees.

If more than one employee requests a vacation on the same date and the Department's needs are such that all of the requested vacations on that same date cannot be granted, vacation on that date shall be granted in order of seniority.

Employees may request a vacation or a modification to their vacation at any time for some or all of their vacation bank. However, employees may not use their seniority to claim a vacation period already granted to another employee further to the latter's request for this vacation in conformity with the procedure described above.

In all cases, the Employer must render its decision in writing as to whether or not it accepts an employee's vacation request no later than ten (10) working days from the date of the request. In the event of the Employer's refusal, the summary grievance procedure outlined in paragraph 22.06 shall apply as of the date of the Employer's decision.

- d) Any absence refused due to the annual vacation being inferior to the duration of the employee's regular workweek may not be the subject of a grievance. However, if the employee wishes to complete a week's vacation for a period of thirty-five (35) hours by combining the vacation hours and statutory holidays and this request is refused, said refusal may be the subject of the summary grievance procedure outlined in article 22.06.

26.02

Employees' Entitlements

- a) Over the course of each year, which runs from May 1st to April 30th, each employee shall be entitled to annual vacation based on his hiring date, according to the average number of weekly hours for his 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 14 Years	E 14 Years, Less than 20 Years	F 20 Years or More
35 hrs	7 hrs	70 hrs	105 hrs	140 hrs	175 hrs	210 hrs
37.5 hrs	7.5 hrs	75 hrs	112.5 hrs	150 hrs	187.5 hrs	225 hrs
40 hrs	8 hrs	80 hrs	120 hrs	160 hrs	200 hrs	240 hrs

- b) An employee with less than one (1) year of continuous service is entitled to the number of hours indicated in column "A," based on the average number of weekly hours for his permanent job, for each full month of service, up to the maximum indicated in column "B."

The Director of the Department or his representative may grant the employee an unpaid leave in order to permit him to be absent for vacation. However, the total number of hours of vacation with or without pay may not exceed twice the average number of weekly hours of his permanent job.

- c) According to the number of years of continuous service indicated in columns "B," "C," "D," "E," and "F," an employee is entitled to the number of vacation hours indicated in these columns based on the average number of weekly hours for his permanent job, at a rate of one tenth (1/10) of this number per full month of service.
- d) An employee who attains twenty-five (25) years of service, thirty (30) years of service, thirty-five (35) years of service is entitled to one (1) additional week of vacation. This week is granted during said year.

26.03 Entitlement on December 31st of the Current Year

An employee who has or will have the number of years of service required (hiring date) on or before December 31st of the current year is entitled to the number of vacation hours indicated in paragraph a) m of article 26.02, subject to the stipulations in paragraph c) of the same article.

26.04 Duration of Absence

Any absence for annual vacation must not be for a period of less than one consecutive hour within a given day.

26.05 Calculation of Hours on Termination

An employee who leaves the Employer's service is entitled to payment for the balance of vacation hours accumulated as of May 1st, as indicated in the table in article 26.02, according to the weekly hours for his permanent job and the number of his 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 article.

26.06 Hours for Workweeks Exceeding 35 Hours

An employee whose average number of regular workhours per week exceeds thirty-five (35) is entitled, in addition to the vacation hours stipulated for his permanent job, to one twentieth (1/20) of the hours indicated in column "B" of the table in article 26.02, with respect to his permanent job, per full month of service, according to this arrangement of workhours from the previous year, up to a maximum of half (1/2) of the hours indicated in the table.

26.07 Entitlement in the Event of Absence Without Pay

An employee who is absent without pay in the course of a year is entitled, as of the following May 1st, to the number of vacation hours corresponding to the number of full months of service, calculated in accordance with the provisions of this article.

26.08 Balance of Hours in the Event of Absence

Notwithstanding paragraph a) of article 26.01, an employee who is absent due to an illness or accident and has not used up his vacation hours or taken his hours for floater to which he was entitled before April 30th of the year following the beginning of his absence shall receive payment for the balance of his hours for vacation and floater within thirty (30) days following May 1st, payable according to the employee's regular salary as of the aforementioned April 30th.

When such an absence extends beyond April 30th of the following year, the number of hours for vacation and floater days acquired during this period, if any, is carried over from one year to the next until the employee's return, or, if the employee leaves the Employer's service, said hours are paid in accordance with the provisions in article 26.05.

Upon his return to work, the employee may carry over, to May 1st following the date of his return to work, the annual number of vacation hours required to benefit from the same number of hours to which he would have been entitled had he remained at work

ARTICLE 27. STATUTORY HOLIDAYS AND FLOATERS

27.01 General Provisions

- 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;
 - National Patriots' Day (Victoria Day);
 - Quebec's National Holiday;
 - Canada Day;
 - Labour Day;
 - Thanksgiving;
 - Christmas Eve;
 - Christmas;
 - The day after Christmas,

as well as days declared legal or civic holidays, or any other day that is to replace any of the aforementioned days.

If the statutory holiday falls on a Saturday or a Sunday, it is carried over to the following working day. However, if the day preceding Christmas and the day preceding New Year's Day fall on a Saturday or Sunday, they are pushed back to the Friday preceding Christmas and New Year's Day.

Before December 1st of a given year, in each administrative unit, the Employer determines, by job, the number of employees who will be asked to work on these dates. A memo shall be posted to this effect. If more than one employee occupies the job identified in the administrative unit, the possibility of working is offered to the employees in said job according to seniority. Should no employee opt to work on these dates, the employee(s) with the least seniority in the job shall be required to work on the determined date(s). The employee who is required to work shall be notified before December 15th of that year.

In the event of substitution of a statutory holiday, only the day serving as a substitute shall be considered as a statutory holiday. This provision does not apply to employees working on a rotation system of seven (7) days a week and twenty-four (24) hours per day.

- b) If any of these statutory holidays fall during an employee's period of annual vacation, the employee's vacation day shall be taken at another date in accordance with the provisions in article 26.

Floaters

- c) Additionally, an employee is entitled to thirty-nine (39) hours of floaters, which he must take between May 1st and April 30th of each year. The hours of floating leave shall be taken further to an agreement between the employee and his immediate supervisor as to their scheduling.
- d) Employees who work on a rotation system of seven (7) days per week and twenty-four (24) hours per day and employees whose weekly days off are regularly scheduled for days other than Saturday or Sunday shall be entitled to fifty-three (53) hours of floaters.
- e) Permanent employees acquire floaters based on the full months of service accumulated between May 1st and April 30th of the current period, at a rate of three (3) hours fifteen (15) minutes per month or four (4) hours twenty-five (25) minutes per month, as applicable. These floaters may be taken by anticipation between May 1st and April 30th of the current period, further to the employee obtaining the consent of the Director of the Department or his representative. However, these hours may not be carried over to the following year.
- f) An auxiliary employee may accumulate floaters, in a given year, at a rate of one (1) hour for every forty-six (46) hours worked, up to a maximum of thirty-nine (39) hours annually, based on the number of hours worked during the period between May 1st of the preceding year and April 30th of the current year. These floaters acquired over the course of a year may not be carried over to the following year and are lost if not used within the prescribed period.

An auxiliary employee who becomes permanent in the course of a reference year is entitled, as of the date of his appointment to a permanent position, to a credit of hours pro-rated according to the months between the date of his appointment and the upcoming April 30th, plus the credit of hours obtained as an auxiliary since May 1st, preceding his appointment, without surpassing the maximum of thirty-nine (39) hours. Any surplus credit shall be remunerated at the rate in effect at the time of his appointment.

- g) An employee who does not have sufficient floaters in his bank to be absent for one (1) full day may use personal time off, vacation hours, statutory holiday hours, or hours of compensated time off, otherwise compensated, these hours are without pay.
- h) An employee may use his floaters in hours (minimum one (1) hour) at a time of his choice, up to the maximum credit accumulated.
- i) Employees are entitled to two (2) additional paid days off between Christmas and New Year's Day.

A permanent employee who works on one of or both of these days shall be paid at his regular rate and shall be credited, as the case may be, one (1) or two (2) day(s) of additional floater(s).

An auxiliary employee who does not work on one or both of these days is entitled, for each day, to an indemnity equal to one twentieth (1/20) of the salary earned over the course of the four (4) full weeks of pay preceding the week of these holidays, without taking overtime into account. In the event that he works on one of or both of these days, he shall receive, for each day, in addition to his regular pay, one twentieth (1/20) of the salary earned over the course of the four (4) full weeks of pay preceding the week of the holiday, without taking overtime into account.

27.02.01

Remuneration for Statutory Holidays

- a) For one (1) statutory holiday mentioned in paragraph a) of article 27.01, a permanent employee shall receive the salary he would have normally earned.

Notwithstanding the foregoing, an auxiliary employee shall receive, for one (1) statutory holiday that falls on a day on which he would not have worked, an indemnity equal to one twentieth (1/20) of the salary earned over the course of the four (4) full weeks of pay preceding the week of the holiday, without taking overtime into account

A permanent employee who must work on one of the statutory holidays indicated in paragraph a) of article 27.01 shall receive, in addition to his remuneration for his statutory holiday, his remuneration provided for according to the provisions of article 23.01.

If an auxiliary employee must work on one of the statutory holidays indicated in paragraph a) of article 27.01, the Employer, in addition to paying him the salary corresponding to the work performed, must pay him, for each day, an indemnity equal to one twentieth (1/20) of the salary earned over the course of the four (4) full weeks of pay preceding the week of the holiday, without taking overtime into account.

- b) The statutory holidays and floaters are to be taken further to an agreement between the employee and his immediate supervisor, taking the Employer's needs into account.

- c) If not taken before April 30th of a given year, the floaters and statutory holidays accumulated over the course of the twelve (12) preceding months by an employee regularly working on a rotation system shall be added to his vacation bank for the following year and must be taken in accordance with article 26.

27.02.02

Remuneration for Statutory Holidays for the Permanent Employee Regularly Working on a Rotation

- a) Notwithstanding subsection a) of the present paragraph, all holidays mentioned at subsection a) of article 27.01 are deposited in a Holiday bank as of May 1st of each year for the permanent employee working regularly on a rotation system, regardless if he is at work, on weekly day off or on annual vacation.
- b) If a permanent employee is required to work on a Holiday that is planned in his regular work schedule, he receives, in addition to his normal remuneration and the remittance of his Holiday, the amount equivalent to fifty percent (50%) of his normal hourly rate for each worked hour up to the scheduled hours for said Holiday. This amount can, at the employee's request and conditional to the prior authorization of the Director, be remitted in the Holiday bank instead of being paid out.
- c) The Holidays and floaters are taken upon agreement between the employee and the Director or his representative, conditional the department's operational requirements.
- d) The floaters and Holidays accumulated within the previous twelve (12) months and unused as of April 30th of a given year, for the employee regularly working on a rotation system, are added to his vacation bank for the following year and must be taken in accordance with article 26.

27.03

Terms and Conditions

- a) In order to benefit from the pay for a statutory holiday, an employee must not be absent from work on the day preceding or the day following the holiday without the Employer's authorization or without a valid reason.
- b) An employee who is already remunerated under the provisions of articles 25 and 30 shall not receive any additional pay for or postponement of this paid, non-working holiday.
An employee can use his Statutory Holiday Bank in hours (minimum one (1) hour) at a time that is convenient for him until he reaches the maximum accumulated credit.

ARTICLE 28. SPECIAL LEAVE

28.01 Special Leave

- a) Notwithstanding paragraph d) of this, an employee may be absent from work without a reduction of his pay in the following cases:
1. five (5) working days on the occasion of his marriage;
 2. one (1) day on the occasion of the marriage of his child or the child of his spouse;
 3. five (5) days upon the death or funeral of his father, mother, spouse, child, spouse's child, brother, sister, grandchild;
 4. three (3) days upon the death or funeral of his daughter-in-law, son-in-law, mother-in-law, father-in-law, sister-in-law, brother-in-law;
 5. one (1) day upon the death or funeral of his grandparents, uncle, aunt.
- b) In addition to the leave provided for under paragraph a) of this, an employee may benefit from a justified absence, which shall be deducted from the accumulated hours to his credit or taken without pay, in the following cases:
1. two (2) days on the occasion of the marriage of his child, spouse's child, brother, sister, father, mother, father-in-law, or mother-in-law;
 2. three (3) days for the death or funeral of his father, mother, spouse, child, spouse's child, brother, sister, brother-in-law, sister-in-law, father-in-law, or mother-in-law;
 3. one (1) day for the death of his grandparent, uncle, aunt, son-in-law, daughter-in-law, grandchild, or spouse's grandparent;
 4. the day of the ceremony, on the occasion of his brother's or son's ordination or his sister's, brother's, or child's taking of vows.

In the abovementioned cases, if the marriage, funeral, ordination, or taking of vows takes place more than eighty (80) kilometers from the employee's residence, the employee is entitled to one (1) additional day.

In cases of death, the employee may take the leave in full days or half-days (1/2) at a time that is convenient for him and must inform his immediate supervisor before his departure.

- c) The employee may also benefit from a justified absence without pay, on ten (10) occasions a year, to meet obligations related to the care, health, or education of his child or his spouse's child or related to the state of health of his spouse, father, mother, brother, sister, or grandparent.

The Employer reserves the right to verify the facts.

- d) The working hours of a justified absence shall be deducted from the accumulated hours to the employee's credit under article 24 or taken without pay if said credit has been used up.

28.02

Personal Leave

- a) An employee may, on one (1) day's notice and with his immediate supervisor's approval, provided he can be replaced at no additional cost to the Employer, be absent six (6) times over the course of the period from May 1st to April 30th.
- b) Each absence for personal leave must be for at least one (1) hour per day and each shall be considered as one (1) time. These absences shall be deducted from the sick bank provided for under paragraph b) of article 24.01. If the employee has no sick bank, these absences shall be without pay.
- c) With the approval of the director or his representative and provided the employee has made the request within fifteen (15) working days preceding his departure for vacation, these hours of absence may be added to the employee's vacation period.

28.03

Judicial Leave

An employee who is called to act as a juror or witness in a case in which he is not a concerned party shall receive the difference between his salary and the fees to which he is entitled as a juror or witness for the time he is to act as such, except for amounts for lodging, meals, and transportation.

28.04

Leave for Public Service

This paragraph applies only to permanent employees.

- a) Upon written request, the Employer shall grant an unpaid leave of up to thirty (30) working days to any employee running for office in a federal, provincial, or schoolboard election. Similarly, the Employer shall grant an unpaid leave, for which the maximum duration shall be equal to the period between the election notice's publication and voting day, to any employee running for office in a municipal election
- b) An elected employee shall be entitled to an unpaid leave for the duration of his mandate as a Member of Parliament or member of a provincial legislative assembly. At the end of his term of office, he shall return to a job that is identical or equivalent to that which he held before his departure.

- c) An employee elected as a schoolboard commissioner, or municipal councillor or mayor, shall be entitled to an unpaid leave for the time required to carry out the duties of his mandate.

28.05

Maternity Leave

- a) Subject to subparagraph 2 of paragraph e), a pregnant employee is entitled to an unpaid maternity leave of eighteen (18) weeks. She must inform the Employer ten (10) working days before the date of her departure by presenting 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 to the employee's need to cease working sooner. In the case of a pregnancy's termination or an emergency resulting from the pregnancy that obliges the employee to stop working, the employee must, as soon as possible, provide the Employer with a notice accompanied by a medical certificate attesting to the pregnancy's termination or the emergency.
- c) If the employee does not present the notice described in paragraph a), she may nonetheless leave at any time during the six (6) week period preceding the expected date of delivery and benefit from maternity leave.
- d) The distribution of the weeks of leave before and after the delivery shall be at the employee's discretion, within the following limits:
 1. The employee may leave work at any time as of the sixteenth (16th) week before the expected date of delivery. However, as of the sixth (6th) week preceding said date, the Employer may demand, in writing, addressed for this purpose to the pregnant employee who is still at work, a medical certificate establishing that she is able to work. If the employee fails to provide the Employer with said certificate within eight (8) days, the Employer may oblige her to begin her maternity leave immediately by sending her a written notice, with reasons, to this effect.
 2. The employee's date of return to work shall be determined based on the date on which she left work, provided the leave was not longer than eighteen (18) weeks. If the employee wishes to resume her work within two (2) weeks of giving birth, she must provide a medical certificate attesting that at this time, a return to work will not put her health at risk. 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 be entitled to at least two (2) weeks of maternity leave after the birth.

e) Special Maternity Leave

1. When there is a risk of the pregnancy's termination or a risk to the health of the mother or the unborn child, caused by the pregnancy and requiring her to stop working, the employee shall be entitled to a special maternity leave and shall be considered to be on sick leave according to articles 24 and 30, for the period indicated on the medical certificate that attests to the existing danger and that indicates the expected date of delivery.
 2. A pregnant employee shall also be entitled to a special maternity leave for a natural miscarriage or a miscarriage provoked legally before the beginning of the twentieth (20th) week, and she may be absent according to articles 24 and 30, for a period not exceeding three (3) weeks, unless a medical certificate attests to the need for the leave to be extended.
- f) Upon request accompanied by a medical certificate, a pregnant employee who is exposed to radiation, toxic substances, or working conditions that constitute a physical danger to her or her unborn child must be moved to another position.
- g) During the maternity leave, the employee shall continue to accumulate seniority, experience, vacation, sick bank, statutory holidays, the leaves mentioned at paragraph i) of article 27.01, and to participate in the group insurance plans and the pension plan by paying her share of the premiums, as the case may be.
- However, an employee who receives supplementary benefits by virtue of paragraph o) shall not be entitled to the statutory holidays that occur during this period.
- h) An employee who, before the end of her maternity leave, sends the employer a notice accompanied by a medical certificate attesting that her state of health or that of her child makes it necessary, shall be entitled to an extension of the maternity leave for the period indicated on the medical certificate.
- i) On her return to work after maternity leave, the Employer must reinstate the employee in the position she occupied at the time of her departure or in a position that she would have obtained during her leave the salary that she would be entitled to had she remained at work.
- j) Except in the cases described in paragraphs e) and m), 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 provide the Employer with at least two (2) weeks' written notice of the date of her return to work. If said 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 until two (2) weeks have elapsed from the date she reported to work.
- l) Due to poor 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 articles 24 and 30 shall apply.
- m) If the pregnancy's termination occurs on or after the twentieth (20th) week, the employee shall be entitled to the same leave as in cases of maternity. This leave shall end no later than eighteen (18) weeks after the week during which the termination occurred.
- n) The employee may exhaust her vacation credit upon her return to work or carry it over in accordance with article 26.08.

o) Supplementary Benefits Plan

A permanent employee who has twenty (20) weeks of service or an auxiliary employee who has more than two (2) years of seniority with the Employer before the beginning of her maternity leave 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 excluded from receiving such benefits, shall receive, during her maternity leave:

1. For each week that she receives or could receive QPIP benefits, an additional indemnity equal to the difference between one hundred percent (100%) of her weekly salary and the QPIP benefit that she receives or could receive, for a maximum of eighteen (18) weeks.
 2. The employee benefits from an exemption from contributing to the pension fund during her maternity leave for which she receives compensation under the supplementary benefits plan in addition to QPIP.
- p) An employee who does not have twenty (20) weeks of service with the Employer before the beginning of her maternity leave, or who is declared ineligible for receiving QPIP benefits or is excluded from receiving such benefits shall be excluded from receiving the indemnity described in paragraph o).

However, an employee who has accumulated, within the meaning of the QPIP, sufficient insurable weeks before the beginning of her maternity leave to be entitled to these benefits, shall receive, subject to evidence of the benefits received during the maternity leave, a lump sum amount corresponding to the number of weeks without benefits, up to a maximum equivalent to five (5) weeks of benefits.

- q) The indemnity described in paragraph o) shall be paid every two (2) weeks beginning in the second (2nd) week following the

employee's presentation of evidence attesting that she is receiving QPIP benefits.

- r) For the purposes of this article, weekly salary is calculated by dividing the usual periodic salary in two (2).
- s) An employee may not receive an income that exceeds one hundred percent (100%) of her usual regular salary at any time during the maximum eighteen (18) weeks of maternity leave.
- t) An 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 notify her immediate supervisor, as soon as possible, of when she will need to be absent.

28.06

Paternity Leave

- a) An employee is entitled to a paid leave of up to a maximum of five (5) working days on the occasion of the birth of his child. An employee is also entitled to this leave in the case of a pregnancy's termination occurring on or after 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 process and the fifteenth (15th) day following the mother's or the child's return home.

One of the five (5) days may be used for the baptism within six (6) months following the birth.

A female employee whose spouse gives birth is also entitled to this leave if she is designated as one of the child's mothers.

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

A female employee whose spouse gives birth is also entitled to the abovementioned leave if she is designated as one of the child's mothers.

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

During such a leave, the employee is considered to be on unpaid leave and shall receive no indemnity or benefits from the Employer; he shall accumulate seniority, retain his experience, and continue

to participate in the group insurance plans and the pension plan by paying his share of the premiums, as the case may be.

e) Supplement Benefits Plan

The permanent employee who has twenty (20) weeks of service or the auxiliary employee who has more than two (2) years of seniority for the Employer before the start of his paternity leave and that, after providing a request of benefits in virtue of the *Quebec Parental Insurance Plan* (QPIP) is deemed admissible to such benefits without being excluded from such benefits, receives during his paternity leave:

1. For each week for which he receives or might receive QPIP benefits, an additional indemnity equivalent to the difference between one hundred percent (100%) of his weekly salary and the QPIP that he is receiving without exceeding five (5) weeks.
2. The employee is exonerated from pension plan contributions during his paternity leave for which he receives benefits in virtue QPIP's supplement benefits plan.

28.07

Unpaid Parental Leave or Unpaid Partial Parental Leave

- a) A continuous unpaid parental leave following a child's birth, or the taking of custody in the case of an adoption, shall be granted to the employee who so requests it as an extension of their maternity leave, paternity leave, or adoption leave. This leave shall end no later than two (2) years after the child's birth.
- b) An employee who does not take the parental leave described in paragraph a) shall be entitled to an unpaid partial parental leave of up to two (2) days/week, which may be spread over the same two-year period. The employee may, however, combine a continuous leave and a partial leave within this same 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 notify his immediate supervisor, at least fifteen (15) days before the date on which the leave is to begin, by presenting a written statement attesting to his request for parental leave and indicating the probable duration of said leave.

When the employee opts for a period of partial parental leave, the abovementioned notice must be given at least thirty (30) days before the date on which the leave is to begin, and it must identify the one (1) or two (2) days off per week for the period of the leave as well as the probable duration of said leave.

- d) Subject to paragraph e), an employee on parental leave continues to accumulate seniority, experience, vacation, statutory holidays, the days of leave mentioned at paragraph i) of article 27.01, and sick bank.

- e) For the purposes of interpreting paragraph d), the statutory holidays that occur during the parental leave shall be reimbursed after the leave has been taken, with a lump sum equal to the employee's usual salary.
- f) Upon the employee's return to work after the parental leave, the Employer shall reinstate him in the position he occupied at the time of his departure or in a position that he would have obtained during his leave with the salary to which he would have been entitled had he stayed at work.
- g) 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 his return to work.
- h) The employee may exhaust his vacation credit upon his return to work or carry over said credit in accordance with article 26.08.
- i) Unless explicitly stipulated otherwise, no provision in this article shall have the effect of conferring upon an employee a benefit beyond that to which he would have been entitled had he remained at work.

28.08

Adoption Leave

- a) An employee who adopts a child shall be entitled to a paid leave of up to five (5) working days.

This leave may be split up, but it may not be taken after the end of the fifteen (15) day period following the child's arrival in the home.

- b) An employee who adopts a child shall be entitled to an unpaid adoption leave of up to seventy (70) weeks. He must notify his supervisor fifteen (15) working days before the date of his departure by presenting a written statement and supporting documents attesting to the legal adoption process for the child.

During the adoption leave, the employee shall continue to accumulate seniority, experience, vacation, sick bank, statutory holidays, and the days of leave mentioned in paragraph i) of article 27.01. However, an employee who receives supplementary benefits in addition to QPIP by virtue of paragraph d) shall not be entitled to the statutory holidays nor the days of leave mentioned in paragraph i) of article 27.01 that occur during this period

- c) Upon the employee's return to work after the adoption leave, the Employer shall reinstate him in the position 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 the beginning of his adoption leave 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 excluded from receiving such benefits,

shall receive an additional indemnity equal to the difference between one hundred percent (100%) of his weekly salary and the QPIP benefits that he receives or could receive for each week that he receives or could receive QPIP benefits, without exceeding twelve (12) weeks.

- e) The indemnity described in paragraph d) shall be paid every two (2) weeks beginning in the second (2nd) week following the employee's presentation of evidence attesting that he is receiving QPIP benefits.
- f) The employee may exhaust his vacation credit upon his return to work or carry over said credit in accordance with article 26.08.
- g) For the purposes of this article, weekly salary is calculated by dividing the usual periodic salary in two (2).
- h) An employee may not receive an income that exceeds one hundred percent (100%) of his usual regular salary at any time during the twelve (12) weeks of adoption leave.

28.09

Application

Articles 28.05, 28.06, 28.07 and 28.08 shall apply *mutatis mutandis* to those who continue to receive employment insurance benefits, while applying the necessary concordance.

28.10

Unpaid Leave

Subject to the Employer's needs, an employee who wishes to take an unpaid leave for personal reasons may obtain permission to be absent for a specified period.

The employee shall retain, but not accumulate, his advantages and other benefits, whether or not provided for in the collective agreement. The employee may, however, retain his group insurance coverage and his pension plan by paying the total cost of the premiums for the duration of his leave, before it begins.

Upon his return, the employee shall receive the salary he would have received had he remained continuously in his job, with the exception of increases in levels in proportion to the length of his leave.

28.11

Leave for Illness or Serious Accident

An employee shall be entitled to a leave if his presence is required to care for his child, his spouse, his spouse child, his father, his mother, his brother, his sister, or one of his grandparents due to a serious illness or serious accident.

This leave may not exceed twelve (12) weeks in a twelve (12) month period. The absence may be extended if the employee's minor child has a serious, life threatening, illness. This absence shall end no later than one hundred four (104) weeks after it began.

Deferred Payment Leave

a) The goal of the deferred payment plan is to permit financing of an unpaid leave without penalizing the employee with respect to his rights and benefits provided for in this agreement.

b) **Definition**

The deferred leave payment plan, hereinafter referred to as the “plan,” is intended to allow an employee who has obtained a decision in advance authorizing an unpaid leave to have his salary spread over a predetermined period in order to be able to benefit from his remuneration during said leave. This plan constitutes 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 of eighteen (18) to fifty-four (54) months, except when the leave is granted for the employee to pursue studies and, in this case, the minimum duration of the contribution period shall be eight (8) months and the maximum fifty-seven (57) months.

e) **Duration of Leave**

The duration of the leave period may range from six (6) to twelve (12) consecutive months. If the leave is for the pursuit of studies, the minimum duration of the leave may be three (3) months.

f) **Distribution of Salary by Percentage (DLPP)**

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

DURATION OF PLAN				
Duration 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 the employee’s salary that he receives over the years he participates in the plan is calculated, according to the option chosen under paragraph f), on the basis of his annual salary,

adjusted for the increases provided for in this agreement, with the exception of any statutory increases, in proportion to the period of leave.

h) Rights and Benefits

Paid days and other leaves provided for in this agreement shall be paid according to the percentage of the option chosen by the employee, during the contribution period as well as during the leave period.

During the leave period, the employee on deferred payment leave shall retain, but not accumulate, advantages and other benefits, whether provided for in the collective agreement or not. Additionally, he shall retain the full balance of his vacation hours accumulated, but not used, at the time the leave takes effect. These hours may be used upon his return from leave or carried over in accordance with the provisions of article 26.08.

During the leave period, the employee shall continue to accumulate service within the meaning of article 26.07.

i) Eligibility

An employee who has been permanent for at least two (2) years may benefit from the plan. The employee must make a signed written request, which must specify the duration of the plan, the duration of the leave, and the date the leave is to begin. The plan shall come into effect within the sixty (60) days following the establishment of a written agreement, in the form of a contract, between the Employer and the employee. Said contract may not derogate from the provisions of this plan in any way.

j) Contributions to Insurance and Pension Plan

During the contribution period, the employee's and the Employer's contributions to the group insurance plan and the pension plan shall be the same as if the employee were not participating in the plans.

During the leave period, the employee may continue to participate in the insurance and pension plan provided he requests to do so at the beginning of the leave and pays the entirety of the premiums, including the Employer's share, taking the provisions of the applicable pension by-law and insurance contracts into account.

k) Termination of the Plan

The plan shall end if any of the following events occur:

- 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 competent authority's approval, the employee may withdraw from the plan on the 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 above reasons, the plan shall end on the date of the event in question, and the contributions deducted from the employee's pay shall be repaid without interest.

l) Temporary Interruption of Plan

If the employee becomes a victim of an industrial accident or an occupational disease before the beginning of the period planned for the leave, participation in the plan shall be suspended as of the event. The duration of the plan is therefore adjusted accordingly and the leave period postponed accordingly. During the interruption period, the full industrial accident benefits shall be payable.

If the employee must be absent due to illness before the beginning of the period planned for the leave, participation in the plan shall be suspended for the duration of the absence, as of the expiration of the waiting period provided for in the short-term disability insurance contract. Upon the employee's return to full-time work, the duration of the plan shall be adjusted accordingly and the leave period postponed accordingly.

m) Parental Leaves

In the case of parental leaves, 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 parental purposes, and the leave period established in the plan shall be postponed accordingly. During these parental leaves, benefits, if any, shall be based on the salary that would be paid if the employee was not participating in the plan.

n) **Suspension**

If the employee is subject to an administrative or disciplinary suspension 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 duration of the suspension, unless the suspension is overturned further to a grievance challenging it.

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

If an absence due to illness, disability resulting from an industrial accident or an occupational disease, or suspension continues beyond the maximum duration of the plan, the plan shall end, and the contributions deducted from the employee's pay shall be repaid without interest.

o) **Return**

Upon the Employee's return from leave, he shall receive the salary that he would have received had he remained in continuous service in his position, with the exception, if applicable, of the statutory increase corresponding proportionally to the duration of his leave. Said employee must perform his usual job or any other job governed by this collective agreement, for a period at least equal to the duration of the leave.

p) **General**

No provision of this plan may have the effect of conferring upon an employee a greater benefit than that from which he would have benefitted had he not availed himself of the deferred payment leave.

ARTICLE 29. INCREASE IN LEVEL

29.01

General Provisions

- a) Increases in level shall be granted to an employee until he has reached the maximum for his salary group.
- b) The employee shall receive the equivalent of an increase in level each year on the anniversary of his appointment as an employee or of his temporary or permanent promotion.
- c) **For Auxiliary Employees**

The employee shall receive an annual increase in level, on the anniversary of his appointment. The increase in level is calculated based on the job(s) he held since his hiring or his last anniversary.

The value of the increase is prorated on the hours worked in the job(s) concerned over one thousand eight hundred twenty (1820) hours, according to the level in Annex "A-1," the summary of the salary structure by year.

The employee shall retain the increases obtained as well as the hours accumulated in his file, except if he is laid off for a period exceeding twelve (12) months, if he resigns, or if he is dismissed.

29.02 Increase in Level

The employee is automatically entitled to level increases unless the Employer decides not to grant the increase twenty (20) working days before the date on which the employee is to be entitled to said increase. The Employer must provide the Union with the reasons for its refusal to grant the increase, other than disciplinary reasons.

ARTICLE 30. INSURANCE PLANS

30.01 Insurance Contract

a) For Permanent Employees

The Employer undertakes to take out an insurance policy guaranteeing the following to all permanent employees who meet said policy's criteria: life insurance before retirement equal to two (2) times the employee's salary, short-term disability benefits equal to seventy-five percent (75%) of his salary for a period of twenty-six (26) weeks after a waiting period of five (5) working days, accidental death or dismemberment insurance before retirement, and insurance in the event of the death of a dependent.

The salary reported to the insurer for calculating the benefits includes premiums and pay for a temporary appointment (assignment).

The short-term disability benefits shall be payable for up to fifteen (15) weeks if the employee is sixty-five (65) years old or older or if he is eligible for retirement without penalty.

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

b) For Auxiliary Employees

As of the signing date, the Employer undertakes to take out an insurance policy guaranteeing the following to all auxiliary employees with five (5) years of seniority who meet said policy's criteria:

- i. a death benefit before retirement equal to two (2) times the employee's salary in the year preceding his death or disability;

- ii. a non-indexed, long-term disability benefit equal to thirty-five percent (35%) of the average of the thirty-six (36) months preceding the beginning of his illness-related absence. This benefit begins to be paid at the end of a seventeen (17) week waiting period and is prorated to the hours worked;
- iii. the Employer shall pay all the premiums for said insurance policy;
- iv. an additional long-term disability benefit identical to that which is provided for in subparagraph ii). The premium for this additional benefit shall be paid by the employee.

c) Copy of Master Policies

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

30.02 Insurer’s Decisions

The provisions of articles 21 and 22 do not apply with respect to the insurer’s decisions.

30.03 30.03 ESDC Rebate

The rebate granted by Employment and Social Development Canada (ESDC) shall be paid to the Union’s insurance fund as a contribution to additional insurance costs. The Employer contributes, in addition, an amount equal to two and three-tenths percent (2.3%) of the total payroll of the employees covered by the collective agreement.

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

The definition of the total payroll of the employees covered by the collective agreement is the same as that which is defined in paragraph b) of article 32.06.

30.04 Permanent Employee – Long-term Disability

The Employer shall take out long-term disability insurance coverage for employees that will include the following terms and conditions:

- a) At the end of a twenty-seven (27) week waiting period, a disabled employee shall be entitled to an annual disability benefit payable monthly corresponding to thirty-five percent (35%) of his best salary. The best salary is equal to the average annual salary for the thirty-six (36) consecutive best-paid months prior to the disability. The Employer provides the employee with additional long-term salary insurance identical to that which is provided for in this paragraph. This insurance is entirely at the employee's cost, with the Employer deducting the premium at source. This premium cannot exceed that which the Employer pays.
- b) For the purposes of this article and subject to the application of paragraph e) below and the limitations and exclusions that normally apply in insurance contracts in the event of short-term disability, disability during the first eighteen (18) months is defined as a state of physical or mental impairment requiring medical follow-up and rendering the employee totally incapable of performing his job. Thereafter, it corresponds to the state of physical or mental disability that renders the employee totally incapable of performing any job the Employer can offer him and for which he is reasonably qualified given his training, education, or experience and for which remuneration equivalent to at least twice the amount provided for in paragraph a) of this article is paid.
- c) Payment of the disability benefits shall cease when a medical report indicates that the disability in relation to his original job has ended, when a job that meets the requirements of the definition of disability becomes available, when the employee reaches sixty-five (65) years of age or retires, or when he is eligible to retire without penalty.
- d) **Medical Examinations**
 - 1. Basic procedure: at least one (1) physician designated by the Employer or the third party, if applicable, shall perform the medical examinations required for the application of the insurance coverage described above and shall diagnose the employee's disability. Subject to subparagraph 2, the physician's decision is final.
 - 2. Right of appeal: the employee may be accompanied by his personal physician during the medical examinations. If the employee's physician is not present and the employee believes he has been prejudiced by the Employer's or the third party's physician, he is entitled, within sixty (60) days of receiving the notice to this effect, to refer the Employer to his own physician's written report. If this physician and that of the Employer or the third party differ in opinion, they shall recommend to the Employer the appointment of one (1) other physician, whose decision will be final. The examination performed by this physician shall be done in the presence of the employee's personal physician and the Employer's or the third party's physician, if they wish to attend.

The Employer and the employee shall each pay half of the fees for the medical certificates, medical reports, and any other documents requested of the employee as well as those of the jointly-appointed physician.

e) **Indexation**

The benefits payable are increased on July 1st of each year following the year in which the waiting period was completed by the indexation percentage (which is prorated for the first year to the months for which the long-term disability benefits were paid during the year in which the waiting period expired). This indexation percentage equals the inflation rate, reduced by one and three-hundredths percent (1.03%) where the inflation rate is equal to one (1) plus the arithmetic average, for the sixty (60) calendar months ending December 31st of the preceding year, of the rate of return on Government of Canada bonds maturing in ten (10) years or more, divided by one and two-hundredths percent (1.02%). This indexation percentage cannot exceed five per cent (5%) in a given year.

This long-term disability coverage may be paid through a self-insured and self-directed plan, a self-insured plan operated by a fully insured insurer, or a combination of both. If a contract is established with a third-party, administrator or insurer, a copy of the specifications of the selected tender and the policy shall be sent to the Union. This coverage, including all taxes and administrative fees, shall be paid by the Employer.

- f) An employee who continues to work beyond the age of sixty-five (65) years ceases to be eligible for long-term disability coverage.

30.05

Deduction of the Contribution at Source

The Employer shall make one (1) deduction at source for the entirety of each of the employees' and the auxiliary employees' mandatory contributions to the insurance plan, as established by the Union. The Employer shall periodically remit the amounts collected to the Union's insurance fund.

ARTICLE 31. ALLOWANCES FOR EXPENSES, TRAVEL AND PARKING COSTS

31.01

Use of Automobile

Employees are not required to use their own automobiles in the performance of their work, with the exception of those specified in Annex "K".

31.02**Terms and Conditions for Reimbursement**

- a) The employee shall be reimbursed for any expense incurred in or as a result of the performance of his job, on the condition that said expense was approved beforehand by the Employer.
- b) It is the Employer's policy to pay a standardized expense and travel allowance rate to employees who incur such expenses in similar circumstances.
- c) For any travel involving foreseeable expenses of twenty-five dollars (\$25) or more, the Employer shall provide an advance, upon request, to compensate for the cost of the expenses approved beforehand.

31.03**Acquired Rights**

Employees who are currently entitled to acquired rights, within the meaning of article 8, to free parking at or near his place of work retain these rights, unless the physical location of the administrative unit or of the employee in question is moved or there is a change to the land use for the available space.

ARTICLE 32. PROFESSIONAL DEVELOPMENT**32.01****Reimbursement of Fees**

Upon presentation of an attestation of successful completion, or when there is no examination, an attestation of attendance, the Employer agrees to reimburse the employee for half of the admission, enrollment, and tuition fees for any course of study approved by the Employer before the beginning of the course that is related to the nature of the work performed by the employee or that would enable him to apply for another position, or a higher-level position, with the Employer. These provisions also apply to employees on unpaid leave or on deferred payment leave pursuing their studies.

When agreed to at the training committee, provided for in article 32.05, the reimbursement mentioned above may include the reimbursement of expenses that are not listed, if any.

32.02**Training Requested by Employer**

If a course is taken at the request of the Employer or the government or if it is part of a career development plan agreed to by the parties, the admission, enrollment, and tuition fees are entirely paid by the Employer. If these courses take place during workhours, the employee shall not lose any wages and he shall not be required to make up for this time. These provisions are subject to an agreement between the Employer and the employee concerned.

32.03**Professional Association or Order**

The employee is free to belong to any professional association or order, unless the right to practice is linked to membership in the association or order. The costs associated with an obligatory membership in a professional association or order as well as those incurred for the qualification or requalification of a job shall be assumed by the Employer.

32.04**Unpaid Leave for Full-Time Studies**

An employee who wishes to take an unpaid leave to pursue full-time studies related to the nature of the work he performs or that would enable him to apply for another position with the Employer may obtain permission to be absent without pay for a determined period.

The provisions in articles 32.01 and 32.02 do not apply to employees benefitting from the unpaid leave provided for in this article.

32.05**Training Committee**

- a) The committee must pursue the following objectives:
 - facilitate the career development plan;
 - maintain, develop, and acquire skills;
 - access to higher-level positions;
 - meet institutional needs for workforce development;
 - facilitate the management and mobility of the employees.
- b) The institutional training program must ensure the following:
 - vocational and technical training;
 - occupational health and safety training;
 - training for technological developments.
- c) The Employer shall provide the committee with information on the programs studied or under consideration for study.
- d) For the allocation of resources to the institutional training program, the Department of Human Resources shall make an inventory of the unionized staff's training needs with the managers and shall recommend the training priorities based on the previously-established criteria, communicating said inventory and recommendations to the committee.

32.06**Payment for Union Education Fund**

- a) Every three (3) months, the Employer shall pay, into the Union Education Fund, the equivalent of three-tenths of a percent (0.30%) of the total payroll of employees covered by the collective agreement for the three (3) preceding months.

- b) The total payroll of employees covered by the collective agreement signifies the sum of the salaries paid, plus the sum of the amounts paid as sick leave, floaters, special leave, statutory holidays, leave with pay, premiums, benefits in virtue of paragraph a) of article 25.01, vacation, maternity or parental leave benefits, union leave paid by the Employer, and overtime. The total payroll includes the amounts paid to laid-off employees, those who have resigned or have been dismissed during the period in question.
- c) The Union Education Fund shall be used solely for the purposes of education on all aspects of unionism.

ARTICLE 33. SALARY

33.01

Application

- a) As of January 1st, 2023 or the date of the employee's appointment if he was hired at a later date, the employee shall be remunerated according to the applicable salary scale provided for in the remuneration plan (Annex "A-1") for the period from January 1st, 2023 to December 31st 2023.

Individual remuneration of employees is increased by four percent (4%).

- b) As of January 1st, 2024 or the date of the employee's appointment if he was hired at a later date, the employee shall be remunerated according to the applicable salary scale provided for in the remuneration plan (Annex "A-1") for the period from January 1st, 2024 to December 31st, 2024.

Individual remuneration of employees is increased according to the percentage increase of the annualized CPI of Montreal¹ for the Month of September of the previous year, to which 0.75% will be added. In any case, the minimum salary increase is 2.5% and the maximum salary increase is 4%.

- c) As of January 1st, 2025 or the date of the employee's appointment if he was hired at a later date, the employee shall be remunerated according to the applicable salary scale provided for in the letter of agreement for the new remuneration plan (Annex "A-1") for the period from January 1st, 2025 to December 31st, 2025.

Individual remuneration of employees is increased according to the percentage increase of the annualized CPI of Montreal¹ for the Month of September of the previous year, to which 0.75% will be added. In any case, the minimum salary increase is 2.5% and the maximum salary increase is 4%.

- d) As of January 1st, 2026 or the date of the employee's appointment if he was hired at a later date, the employee shall be remunerated

according to the applicable salary scale provided for in the letter of agreement for the new remuneration plan (Annex "A-1") for the period from January 1st, 2026 to December 31st, 2026.

Individual remuneration of employees is increased according to the percentage increase of the annualized CPI of Montreal¹ for the Month of September of the previous year, to which 0.75% will be added. In any case, the minimum salary increase is 2.5% and the maximum salary increase is 4%.

- e) As of January 1st, 2027 or the date of the employee's appointment if he was hired at a later date, the employee shall be remunerated according to the applicable salary scale provided for in the letter of agreement for the new remuneration plan (Annex "A-1") for the period from January 1st, 2027 to December 31st, 2027.

Individual remuneration of employees is increased according to the percentage increase of the annualized CPI of Montreal¹ for the Month of September of the previous year, to which 0.75% will be added. In any case, the minimum salary increase is 2.5% and the maximum salary increase is 4%.

33.02 Salary Following a Re-evaluation

No employee shall suffer a salary reduction following a re-evaluation of his job and the implementation of new salary scales.

33.03 Re-evaluation of Job to a Lower Wage Group

An employee whose job is placed in a lower wage group than its current wage group shall continue to receive the general increases and the increases in levels of the group in which his job had been classified.

33.04 Salary for Job Re-evaluated to a Higher Wage Group

The individual salary for an employee whose job is re-evaluated to a higher wage group shall be established based on the salary of the job he occupies. His salary in his new group shall be established at the first level that would constitute a salary increase. If this increase is less than two percent (2%), the next level is granted.

33.05 Auxiliary Employee

An auxiliary employee shall receive a periodic salary for the job to which he has been assigned, prorated to the hours worked as compared to a normal workweek.

33.06

Premium

As of the signature of the collective agreement, all employees will be entitled to the following premiums:

- Evening Premium (\$1.25 /hour) payable for every hour worked between 6:00 pm and 11:59 pm, from Monday to Friday;
- Night Premium (\$1.85 /hour) payable for every hour worked between midnight and 7:00 am, from Monday to Friday;
- Weekend Premium (\$1.85 /hour). payable for all hours worked on Saturday and Sunday.

Notwithstanding the foregoing, this premium shall not be paid concurrently with the overtime rate when said rate must be paid or compensated for.

Premiums are not taken into account in the calculation of other working conditions provided for in the collective agreement, in particular but not limited to: overtime, statutory holidays, floater, and vacation days.

Premiums are also not cumulative. If an employee is theoretically entitled to more than one premium, he or she receives the higher of the two.

33.07

Increase to Premium Amounts

The premium amounts provided for in this collective agreement and in the letters of agreement in effect shall be increased by the same percentage, for the same periods, and according to the same terms and conditions of the increases mentioned in article 33.01.

33.08

Long Service Pay

As of January 1st, 2023, every permanent employee shall be entitled to a long service pay established as follows:

- After five (5) years of service with the City: \$300
- After ten (10) years of service with the City: \$600
- After fifteen (15) years of service with the City: \$900
- After twenty (20) years of service with the City: \$1,200
- After twenty-five (25) years of service with the City: \$1,500

The long service pay shall be paid annually to all eligible permanent employees on or around November 15th.

ARTICLE 34. PAYMENT OF SALARY

34.01 Annual Salary

The annual salary is divided into twenty-six (26) installments. Payment is made by direct deposit every second (2nd) Thursday before noon.

However, for auxiliary employees, the annual salary is divided into fifty-two (52) installments. Payment is made by direct deposit every Thursday before noon.

34.02 Statutory Holiday

If a payday falls on a statutory holiday, payment shall be made on the preceding working day.

34.03 Pay Stub Information

a) The pay stub must include the following information:

- employee's first and last name;
- employee's personnel number;
- job title;
- job code;
- regular hourly rate;
- employer's name;
- date and pay period;
- number of regular hours;
- number of overtime hours;
- salary for regular working hours;
- salary for overtime work;
- premiums;
- taxable benefits;
- details of deductions;
- net pay;
- cumulative earnings and deductions;
- sick bank;
- banked sick hours.

b) Any amounts paid to an employee other than those mentioned above that are to be paid by separate cheques.

34.04 Reimbursement for Payment Error

a) In the event of a payment error attributable to the Employer, the Employer shall correct this error on the pay following the employee's request, by paying the employee the amount owed by cheque.

b) When the employee must reimburse money to the Employer, said reimbursement shall be made through salary deductions. Before

deducting any amount, the employee must be notified of the debt the Employer is claiming and confirm in writing that the debt is certain, liquid, and payable. The Employer and the employee must agree on the reimbursement and the schedule for said reimbursement. In the absence of an agreement, if the amount exceeds one hundred (100) dollars, the Employer shall deduct a maximum of ten percent (10%) of the Employee's gross earnings.

34.05 Departure of Employee

An employee who is laid off, dismissed or who resigns shall receive his salary and personal belongings at the time of his departure or, at the latest, on the payday following his departure.

ARTICLE 35. PENSION PLAN

The parties recognize the plan currently in place.

Any amendment to the current plan must be agreed upon by the parties and shall be made in accordance with the by-law and applicable regulations.

ARTICLE 36. JOINT EMPLOYEE ASSISTANCE PROGRAM

36.01 Employee Assistance Program

The Employer and the Union mutually undertake to treat employees' problems of alcoholism, drug addiction, and any other dependencies in a cooperative, constructive, and confidential manner.

Accordingly, the parties agree to:

- work together to help employees suffering from the above problems;
- recognize that these problems are illnesses that can and must be treated;
- encourage employees struggling with problems affecting their work performance, attendance, or conduct to seek help from the employee assistance program before these issues result in disciplinary measures;
- participate in the identification and evaluation of organizations and other resources that may be used for assisting employees;

- respect the employees’ confidentiality, which is essential for an effective intervention. Under no circumstances shall the information obtained be used for any other purposes than for the application of this article and the insurance plans, and only with the employee’s written consent.

36.02 Leave for Representative

The employee designated by the Union to act as its representative for the purposes of article 36.01 shall benefit from a leave paid for by the Employer, according to the terms and conditions of article 5.04.

36.03 Employer’s Rights

This article must not be interpreted as the Employer’s renunciation to its right to maintain order or exercise its managerial or disciplinary rights in the event of misconduct.

ARTICLE 37. TECHNOLOGICAL CHANGES

37.01 Definition

“Technological changes” mean any changes 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 Purchase of New Equipment

When the Employer purchases new equipment that requires the employees who will operate said equipment to have a greater technical knowledge than that which is necessary for the equipment currently used by the Employer, the Employer shall allow the interested employees, based on seniority, to take the necessary courses or training required for the proper operation of this work equipment.

37.03 Notice to the Union

The Employer shall provide the Union with a written notice containing the following information: the nature of the technological change and the schedule for its implementation, the positions or jobs of the employees concerned, the anticipated effects on the organization of work, and the main technical characteristics of the new equipment, devices, or machinery, if any.

ARTICLE 38. TERM OF THE COLLECTIVE AGREEMENT

38.01 Term

This collective agreement shall be in effect from the date of signature and will remain in effect until December 31st, 2027, with the exception of the retroactive salary adjustment as described below.

38.02**Retroactivity**

Within a period of sixty (60) days following the signature of the Collective Agreement, the Employer agrees to pay an amount equivalent to a retroactive salary dating back to January 1st, 2023 to Employees who are still employed by the City and those who have retired since January 1st, 2023.

38.03**End of the Collective Agreement**

At the end of the term of the 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 the letters of agreement between by the parties shall remain in effect until the next collective agreement is signed.

IN WITNESS WHEREOF, the parties have signed, in _____, this
____ day of the month of December 2023.

FOR THE CITY OF WESTMOUNT

**FOR THE SYNDICAT DES
FONCTIONNAIRES MUNICIPAUX
DE MONTRÉAL (SCFP)**

Christina Smith,
Mayor

Patrick Dubois,
President

Julie Mandeville,
Director General

Johanne Joly,
Secretary General

Annie-Claude Cérat,
Director of Human Resources

Eliane Scofield-Lamarche,
Vice-President

Roslane Mediouni,
Assistant Director – Human Resources

Philippe David,
Union Director

David Lapointe,
Director – Sports and Recreation

Jean-François Piché,
SCFP Representative

Me Alexis Charpentier,
Representative – Negotiation Committee

ANNEX “A-1” summary of the salary structure by year

a) Summary of the salary structure as of January 1st, 2023

- Increase of 4%,

Classification	Minimum	Scale 1	Scale 2	Scale 3	Maximum	Annual Minimum	Annual Maximum
1	\$16.17	\$17.46	\$18.76	\$20.04	\$21.56	\$29.423	\$39.230
2	\$18.07	\$19.51	\$20.94	\$22.41	\$24.08	\$32.890	\$43.828
3	\$19.97	\$21.57	\$23.16	\$24.77	\$26.62	\$36.338	\$48.444
4	\$21.87	\$23.61	\$25.35	\$27.11	\$29.14	\$39.805	\$53.042
5	\$23.77	\$25.67	\$27.56	\$29.46	\$31.68	\$43.253	\$57.658
6	\$25.67	\$27.70	\$29.78	\$31.82	\$34.22	\$46.720	\$62.275
7	\$27.56	\$29.78	\$31.97	\$34.19	\$36.74	\$50.168	\$66.872
8	\$29.46	\$31.83	\$34.20	\$36.54	\$39.29	\$53.616	\$71.507
9	\$31.36	\$33.87	\$36.38	\$38.90	\$41.82	\$57.083	\$76.105
10	\$33.27	\$35.92	\$38.58	\$41.26	\$44.35	\$60.551	\$80.721
11	\$35.16	\$37.98	\$40.79	\$43.61	\$46.89	\$63.999	\$85.338
12	\$37.06	\$40.05	\$42.99	\$45.96	\$49.43	\$67.447	\$89.954
13	\$38.96	\$42.08	\$45.20	\$48.33	\$51.95	\$70.914	\$94.552

b) Summary of the salary structure as of January 1st, 2024

Increase equivalent to the CPI of Montreal³ for the previous year, to which 0.75% will be added. In any case, the minimum salary increase is 2.5% and the maximum salary increase is 4%

c) Summary of the new salary structure as of January 1st, 2025

Increase equivalent to the CPI of Montreal for the previous year, to which 0.75% will be added. In any case, the minimum salary increase is 2.5% and the maximum salary increase is 4%

d) Summary of the salary structure with the economic increase of 2%, as of January 1st, 2026

Increase equivalent to the CPI of Montreal for the previous year, to which 0.75% will be added. In any case, the minimum salary increase is 2.5% and the maximum salary increase is 4%

e) Summary of the salary structure with the economic increase of 2.5%, as of January 1st, 2027

Increase equivalent to the CPI of Montreal for the previous year, to which 0.75% will be added. In any case, the minimum salary increase is 2.5% and the maximum salary increase is 4%

ANNEX “A-2” REMUNERATION FOR STUDENT JOBS

The provisions of the collective agreement do not apply to the student except for the following:

- Article 5 Union Regime
- Article 15 Occupational Health and Safety
- Article 17 Workweek and Workhours
- Article 23 Overtime

Position	Salary 2014	1 year exp	2 years exp	3 years exp
Pool Manager	\$21.59	\$22.44	\$23.30	\$24.16
Assistant Pool Manager	\$20.42	\$21.28	\$22.14	\$22.99
Head Lifeguard	\$19.25	\$20.11	\$20.96	\$21.82
Lifeguard	\$18.09	\$18.94	\$19.80	\$20.66
Bath house Attendant	\$15.75	\$16.61	\$17.47	\$18.32
Camp Supervisor	\$17.51	\$18.36	\$19.22	\$20.08
Camp Monitor	\$15.75	\$16.61	\$17.47	\$18.32
Tennis Monitor	\$15.75	\$16.61	\$17.47	\$18.32
Horticultural Supervisor	\$18.09	\$18.94	\$19.80	\$20.66
Park Patroller	\$21.59	\$22.44	\$23.30	\$24.16

For subsequent years (Reference to minimum wage):

- a) The minimum rate shall always be at least fifty cents (\$0.50) greater than the minimum wage set out in the *Act Respecting Labour Standards*.
- b) If the minimum rate is to be adjusted pursuant to paragraph a), all rates shall be revised in order to maintain the gaps between them.
- c) The other working conditions are those stipulated in the *Act Respecting Labour Standards*.

ANNEX “B” JOB SPECIFICATIONS AND LIST OF JOBS

Classification	Job	Code
3	Facilities Clerk	2074
	Office Clerk	2048
4	Administrative Support Clerk	2031
	Parking Permits Clerk	2022
	Library Assistant	2043
5	Clerk-Cashier	2011
	Administrative Support Agent	2061
	Office Agent	2062
	Parking Inspector	2021
	Timekeeper	2031
6	Community Events and Logistics Officer	2040
	Urban Planning Agent	2052
	Accounts Payable and Administrative Support Clerk	2007
	Telecommunication Clerk	2023
7	Legal Services and City Clerk’s Office Assistant	2029
	Purchasing Clerk	2013
	Office Systems Support Assistant	2016
	Library Technician	2044
	Taxation and Revenue Clerk	2010
	Administrative Officer	2045
	Administrative Support Assistant	2006
	Municipal Equipment Distribution Agent	2014
	Documentation and Archives Management Technician	2027
	Administrative Secretary	2019
	Specialized activities coordinator - socio-cultural leisure	2066
	Collection and Budget Technician	2058
	Senior Library Clerk	2042
8	Community Events Technician	2041
	Public Security Officer	2025
	Senior Parking Inspector	2020
	Customer Service Technician	2057
	Water Meter Operator	2077
	Project Officer - Promotion and Special Events	2064

Classification	Job	Code
9	Pay, Benefits Control & Administration Agent	2005
	Deposits and Revenue Agent	2009
	Corporate Systems and Applications Officer	2018
	Building Inspector	2053
	Sanitary Inspector	2054
	Horticulture and Arboriculture Inspector	2036
	Activity Monitor	2047
	Purchasing Agent	2012
	Taxation Officer	2008
	Drafting and Communications Officer	2001
	Administrative Secretary	2039
	Microcomputer Environment Technician	2017
	Social Media Manager and Graphic Designer	2002
	10	Sergeant
Sports and Recreation Coordinator		2049
Drafting and Analysis Clerk - Administrative Files		2028
Senior Budget and Customer Service Technician		2056
Plumbing Inspector		2055
Human Resources and Payroll Technician		2075
11	Network Infrastructure Technical Officer	2015
	Geomatics and Photogrammetry Technician	2032
	Environmental Technician	2034
	Distribution Network Planner	2060
	Technical Urbanist Agent	2050
	Building Systems Technician	2037
	Municipal Engineering Technician	2033
	Operations Manager – Sports and Recreation	2046
	Civil Engineering Technician (Water and Sewers)	2038
	Traffic and Parking Technician	2035
	Senior Budget and Customer Service Technician	2076
	Architecture Technical Officer	2063
13	Chief Inspector	2051

ANNEX “C” AUXILIARY EMPLOYEES’ RIGHT OF RECALL

An employee who has completed his probationary period and who has seniority as defined in Article 18 is entitled to a right of recall. The recall is carried out according to the provisions of this annex.

C-1 Specific Replacement

When the Employer decides to recall an employee for a specific need, he must recall employees in the following order:

- By seniority, among the auxiliary employees who are on the recall list for this job for a specific replacement.
- By seniority, among the auxiliary employees who have not been assigned to this job and are on the recall list for a specific replacement.

C-2 Right of Recall

Any auxiliary employee who has successfully completed his probationary period acquires a right of recall to this job following a lay-off.

Recall Procedure

- a) The recall to work is done by seniority, by job.
- b) The employee shall inform the Employer of the means by which he wishes to be contacted (voicemail, pager, cellphone, email, etc.) and shall provide the Employer with his contact information.
- c) The Employer shall reattempt to contact the employee within twenty-four (24) hours. Should the employee fail to respond or return the call, the Employer shall offer the work to another employee.
- d) If the employee could not be contacted pursuant to the preceding paragraph, the Employer informs the employee, by registered mail at the last address provided by the employee and invites him to provide his contact information. Should the employee fail to respond within fifteen (15) days, his name shall be removed from the recall list and he shall lose his seniority.

ANNEX “D” INTERN

The Employer may hire interns for a predetermined period under the co-op work-study programs. The intern is assigned tasks that are relevant to his studies program and is paired with an employee. The hiring of interns shall not result in the lay-off or non-recall of an employee on the recall list.

The provisions of the collective agreement do not apply to interns, with the exception of the following:

- Article 15 Occupational Health and Safety
- Article 17 Workweek and Workhours
- Article 27 Statutory Holidays

These internships may be paid. In such cases, Article 5, Union Regime, applies.

The Employer shall inform the Union of the presence of any interns and their respective predetermined internship periods.

ANNEX “E-1” PERMANENT EMPLOYEES’ SENIORITY LIST

The list will be provided to the Union in virtue of article 18.04

ANNEX “E-2” AUXILIARY EMPLOYEES’ SENIORITY LIST

The list will be provided to the Union in virtue of article 18.04

ANNEX "F" ABSENCE FOR UNION ACTIVITIES FORM



Westmount

WHITE COLLAR

Absence request for union activities

Employee name and surname	Employee Number
---------------------------	-----------------

Department

Job title

As per collective agreement :	Article	Departure time	Day	Month	Year	Time	Expected return	Day	Month	Year	Time
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Reason

To be completed if the absence is for a grievance inquiry
 Nature of the grievance

Name of people met	Department	Time	
		Arrival	Departure

Employee signature	Date	Union President's signature	Date
--------------------	------	-----------------------------	------

The union representative must send, before the scheduled absence, the original of this form to his immediate superior, a copy to the Union President and a copy to the Human Resources Department.

To be filled by the Human Resources Department

- Send a copy to the Payroll Department

Signature : _____ Date _____

ANNEX “G” LIST OF INFORMATION TO BE PROVIDED TO THE UNION

This annex is to serve as a checklist and reference list of information to be sent to the Union (local union director and vice-president). Although references, dates or frequencies, and other information are provided below, the text of the collective agreement takes precedence over this annex.

Article	Description	Date	Frequency	Information to Be Provided
4.03 c)	List of interns		Promptly	Name, duration
5.03	List of union dues	15 days from the end of the month	Monthly	Employee’s name, personnel number, salary earned, and amount deducted
7.05	Harassment complaint	As soon as they are aware of the issue	Promptly	All relevant information
9	Administrative structure	30 days after the collective agreement’s signature Before January 31 st	Annually or 30 days before the modification	Organizational Chart
15.03	Industrial accident or occupational disease	15 days from the end of the month	Monthly	All relevant information
16	Disciplinary and administrative measures	5 days from when the employee is notified	Promptly	Reasons and actions reproached
17.03	Modified schedule		Promptly	Schedule, employee concerned
18.04	Seniority list	January 31 st	Annually	Name, job title, seniority date
18.05	Employee outside of the bargaining unit		Promptly	Name, reason, duration
19.01	Abolition of position	60 days from the vacancy	Promptly	Abolition notice
19.02	List of candidates	5 days after posting	Promptly	Names of candidates, seniority dates
19.02 g)	Notice of appointment	10 days after filling the position	Promptly	Names of candidates, seniority dates
19.03 c)	Eligibility list	5 days after the exam	Promptly	Names of employees, exam date, job title
19.08 b)	Return to original position	Within 60 days in the new position	Promptly	Name of employee, reasons, date of reinstatement

Article	Description	Date	Frequency	Information to Be Provided
19.10 a)	List of changes to the workforce		Monthly	
19.10 a)	Register of positions	Between January 1 st and January 15 th Between September 1 st and September 15 th		List of positions and incumbents
19.10 a)	Abolition of position or job		Promptly	
20.05	Modification or creation of job		Promptly	Job description, standard requirements, and wage group
30.01	Insurance contract	30 days after signature		Copy of contract
37.03	Technical or technological change		Promptly	Type, implementation schedule, identification of positions or jobs, anticipated effects on work organization, and the main technical characteristics of the new equipment

ANNEX “H” UNIFORMS

An employee who is provided with a uniform for the performance of his job retains all other benefits; however, the uniform is to be cleaned and maintained at his cost.

The uniforms remain the property of the Employer and the employee must return all items in his possession when they are replaced or when he ceases to occupy one of the jobs listed below in this annex.

The employee to whom the City provides a uniform in accordance with Annex “H” is required to wear it during regular working hours.

H-1 URBAN PLANNING DEPARTMENT

H-1.01 Inspectors

- pants
- long-sleeve shirts
- short-sleeve shirts
- sleeveless vests
- long-sleeve V-neck vests
- ties (clip on)
- construction shoes
- rubbers for the winter
- winter coats
- leather gloves
- winter hats (fur)

H-2 SPORTS AND RECREATION DEPARTMENT

- #### **H-2.01 Administrative Agent Activity Supervisor Operations Manager – Sports and Recreation**
- one (1) shirt for special events.

H-3 FINANCE DEPARTMENT

H-3.01 Municipal Equipment Distribution Agent

- four (4) short-sleeve shirts
- four (4) long-sleeve shirts
- four (4) pairs of pants
- one (1) pair of steel-toe construction shoes
- one (1) winter coat (every two (2) years)

H-4 PUBLIC SECURITY DEPARTMENT
Employees of the Department must wear their uniform

H-4.01 Parking Inspector

- Pants four (4) / year
- Grey short-sleeve shirt four (4) / year
- Grey long-sleeve shirt four (4) / year
- Wool sweater one (1) / lifespan
- Ties four (4) / year
- Shoes one (1) pair / lifespan
- Short or long winter boots one (1) pair / two (2) years
- Raincoat one (1) / three (3) years
- Four seasons coat one (1) / lifespan
- Gloves one (1) pair / two (2) years
- Scarf or neck warmer one (1) / three (3) years
- Winter hat one (1) / lifespan
- Cap one (1) / year
- Belt one (1) / lifespan
- Nametag two (2) / lifespan

H-4.02 Public Security Officer

- Pants four (4) / year
- Blue short-sleeve shirt four (4) / year
- Blue long-sleeve shirt four (4) / year
- Wool sweater one (1) / lifespan
- Ties four (4) / year
- Shoes one (1) pair / year
- Short or long winter boots one (1) pair / two (2) years
- Raincoat one (1) / three (3) years
- Four seasons coat one (1) / lifespan
- Gloves one (1) pair / two (2) years
- Scarf or neck warmer one (1) / three (3) years
- Belt one (1) / lifespan
- Anti-perforation vest one (1) / lifespan

H-4.03

Sergeant

- Pants four (4) / year
- White short-sleeve shirt four (4) / year
- White long-sleeve shirt four (4) / year
- Wool sweater one (1) / lifespan
- Ties four (4) / year
- Shoes one (1) pair / two (2) years
- Short or long winter boots one (1) pair / two (2) years
- Raincoat one (1) / three (3) years
- Four seasons coat one (1) / lifespan
- Gloves one (1) pair / two (2) years
- Scarf or neck warmer one (1) / three (3) years
- Belt one (1) / lifespan
- Anti-perforation vest one (1) / lifespan

H-5 HYDRO WESTMOUNT

H-5.01

Meter Reader

- Pants
- Shorts
- Long-sleeve polo
- Short-sleeve polo
- Polar fleece
- Windbreaker
- Winter coat
- Shoes
- Shoe covers and winter boots

ANNEX “I” POLICY ON COMBINING EDUCATION AND EXPERIENCE

I-1 Policy on Combining Education and Experience

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

General Principles

The purpose of this policy is to establish the combination of education and experience required for eligibility for promotion exams or temporary appointments. The rules listed below apply to the employees and jobs covered by the collective agreement.

- I-1.01** A high school diploma is the minimum educational requirement for basic jobs with the Employer. No combination of education and experience is possible below this minimum threshold. All employees are presumed to have a high school diploma.

- I-1.02** Compensation will not be granted for courses or credits for jobs that require such courses or credits in a professional sector related to the field of employment beyond the basic education.

- I-1.03** For jobs that require a diploma of college studies, a minimum level of education equivalent to a high school diploma and the successful completion of ten (10) college- or university-level courses in the professional sector related to the field of employment is required.

- I-1.04** For the purpose of educational compensation, only full years of experience are considered.

- I-1.05** Pertinent experience may also be compensated by a level of pertinent education that exceeds the basic requirement (college diploma, 30-credit university certificate, honours bachelor’s degree).

- I-1.06** Pertinent experience is defined as that which has allowed candidates to acquire the knowledge and professional skills required for the job in question according to the job description and skills required to prepare for the job in question.

- I-1.07** For jobs requiring less than one (1) year of experience, the Employer shall set the number of months required as follows: zero (0), three (3), or six (6) months.

- I-1.08** An employee is presumed to have the education required for his permanent job.

I-2 Implementation

Education / Experience in the Job in Question	Compensation
High School Diploma (DES) or Diploma of Vocational Studies (DEP) / less than one (1) year	College Diploma (DEC) / no experience, university certificate (thirty (30) credits) / no experience
DES or DEP / one (1) year	DEC / no experience, university certificate (thirty (30) credits) / no experience
DES or DEP / two (2) years	DEC / no experience, university certificate (thirty (30) credits) / no experience
DES or DEP / four (4) years	DEC / one (1) year, university certificate (thirty (30) credits) / one (1) year, bachelor's degree (ninety (90) credits) / no experience
DES or DEP / six (6) years	DEC / two (2) years, university certificate (thirty (30) credits) / two (2) years, bachelor's degree (ninety (90) credits) / no experience
Vocational DEC / less than one (1) year	DES or DEP + ten (10) courses / two (2) years, university certificate (thirty (30) credits) / less than one (1) year, bachelor's degree (ninety (90) credits) / no experience
Vocational DEC / one (1) year	DES or DEP + ten (10) courses / four (4) years, university certificate (thirty (30) credits) / one (1) year, bachelor's degree (ninety (90) credits) / no experience
Vocational DEC / two (2) years	DES or DEP + ten (10) courses / six (6) years, university certificate (thirty (30) credits) / two (2) years, bachelor's degree (ninety (90) credits) / no experience
For the purpose of compensation, a vocational DEC shall be considered equivalent to a thirty-(30) credit university certificate.	

**ANNEX “J” JOB EVALUATION PLAN USED IN THE
DEVELOPMENT OF THE PAY EQUITY PROGRAM**

Not published.

ANNEX “K” CAR ALLOWANCE

K1.01 Employees are not required to use their cars in the performance of their work, except for those employed as inspectors in Urban Planning.

K1.02 An employee who uses his car in the performance of his work shall be compensated by the Employer according to the norms and subject to the provisions of this annex.

K1.03 To receive the compensation described below as a car allowance, the employee must:

- a) be authorized by his immediate supervisor;
- b) possess a valid driver’s license at all times;
- c) possess insurance for “pleasure and business” or “pleasure and occasional business,” as the case may be;
- d) have provided his immediate supervisor with the insurance certificate (subsection K1.12);
- e) not use his car in the performance of his job until after having met the requirements of this subsection.

K1.04 The car allowance is payable according to the following plan:

a monthly amount of one hundred ninety-five dollars (\$195), plus fifty-seven cents (\$0.57) per kilometer for each additional kilometer beyond one hundred sixty (160) kilometers in a one (1) month period;

plus forty-seven cents (\$0.47) per kilometer for each additional kilometer beyond three hundred twenty (320) kilometers in a one (1) month period;

plus thirty-eight cents (\$0.38) per kilometer for each additional kilometer beyond one thousand two hundred eighty (1280) kilometers in a one (1) month period;

plus the privilege of free parking in the Employer’s parking lots, both where the employee’s workplace is based and when the employee travels on the road during working hours, as well as reimbursement of parking meter fees incurred during said travels.

However, if the employee agrees to use his car in the performance of his work and ensures the availability of said car for the period established by the Employer, not exceeding twelve (12) months, the monthly amount mentioned above is increased to two hundred forty-four dollars (\$244). An employee who no longer wishes to ensure his car's availability must notify his immediate supervisor, in writing, ninety (90) days before the expiry of the period initially agreed to, failing which, the original duration of the undertaking is automatically renewed under the same conditions.

In the event that the employee undertakes to ensure the availability of his car for a period of twelve (12) months as provided for in this subsection, and during this period can no longer respect his undertaking for serious reasons beyond his control, he immediately stops receiving the amounts provided for in this annex and the Employer shall not recover the difference between the base monthly amount that had been allocated to him and the normal base monthly amount for the previous months during which he provided his car.

K1.05 The kilometers travelled, and parking meter fees incurred during one (1) month must be paid by the end of the following month.

K1.06 a) An employee who receives a car allowance and is authorized by the Employer's representative to transport work tools that are likely to cause abnormal wear to his car shall receive an additional allowance of two dollars (\$2) for each day during which such transport is carried out, provided that the employee notifies his immediate supervisor of the likelihood of abnormal wear without delay, using the appropriate form for said notification.

b) An additional allowance of five dollars (\$5) shall be paid monthly as compensation for damage to employees who have had radio transceivers installed inside of their cars by the Employer.

c) This payment shall continue for as long as the radio transceiver remains in the car.

K1.07 An employee who receives a car allowance is entitled to an additional allowance of two dollars (\$2) for each day during which he is authorized by a representative designated by the Employer to transport one (1) or several colleagues, as compensation for the additional wear to his car, provided that the employee notifies his immediate supervisor of said transportation without delay, using the appropriate form for said notification.

K1.08 The Employer may withdraw the car allowance from an employee upon giving one (1) month's notice. However, no such notice is necessary if the employee retires, leaves his employment for whatever reason, no longer meets the requirements of subsection K1.03, or ceases to occupy a job or position for which a car allowance is justified. Subject to the provisions of subsection K1.04, an employee who no longer agrees to use his car in the performance of his work must give the Employer one (1) month's notice.

In all cases covered by this article, the amount of the monthly allowance shall be prorated to the number of working days in the last month during which the employee's car was made available to the Employer in accordance with this annex. However, an employee who travels one hundred sixty (160) kilometers or more during said month or who made his car available to the Employer for more than half of the working days in said month cannot receive less than the stipulated monthly amount.

K1.09 The car allowance is paid bi-monthly for each month or part of a month during which the employee is entitled to receive such compensation. If the employee is absent for more than ten (10) working days in a month for reasons other than those provided for in paragraph d) of subsection 23.02 or for annual vacation, the compensation shall be prorated to the number of days the employee was present in that month. However, an employee who travels one hundred sixty (160) kilometers or more during said month cannot receive less than the stipulated monthly amount.

K1-10 The amounts stipulated in subsection K1.04 shall be adjusted on May 1st of each year according to the average index of the twelve (12) months of the preceding calendar year, to be based on Statistics Canada's sub-index for the province of Quebec entitled "Private Transportation."

K1.11 The car allowance covers all of an employee's expenses related to the use of his car in the performance of his job. No other claim beyond what is provided for in this annex shall be admissible.

K1.12 Certificate of Car Insurance

An employee must provide proof of his car insurance upon the Employer's request.

ANNEX “L” LETTERS OF INTENT CURRENTLY IN FORCE

W-2009-04	Vacations provided by anticipation
W-2022-0001	Work Schedule – Public Security Officer not working on a 24 hours a day, 7 days per week rotation system
W-2023-01	Letter of intent telework
W-2023-01	Salary Scale adjustment Payment – Lump sum

Entre

**Ville de Westmount
(ci-après appelée l'Employeur)**

Et

**Syndicat des fonctionnaires municipaux
de la Ville de Montréal (SCFP-429)
(ci-après appelé le Syndicat)**

Objet : Vacances octroyées par anticipation

Considérant que dans le cadre du renouvellement de la convention collective les parties ont discuté des crédits de vacances accordées par anticipation aux salariés;

Considérant que l'Employeur a toujours versé le crédit de vacances par anticipation;

Considérant que les parties se sont entendues pour ne pas modifier l'octroi par anticipation des vacances pour les salariés bénéficiant de cette condition de travail;

Considérant que les parties se sont entendues pour que la façon d'octroyer les vacances soit dorénavant celle prévue à la convention collective;

Les parties s'entendent qu'à compter de la signature de la présente;

- **tout nouveau salarié embauché se verra octroyer son crédit de vacances conformément aux dispositions de la convention collective;**
- **pour tous les salariés permanents présentement à l'emploi, ceux-ci continueront de se voir octroyer par anticipation, au premier mai de chaque année, leur crédit de vacances annuelles, et ce, jusqu'au moment où le salarié quittera le service de l'Employeur.**



**Entente W-2022-0001 intervenue entre la Ville de Westmount
et le Syndicat des fonctionnaires municipaux de Montréal (SCFP)**



	Semaine 1							Semaine 2						
	Dim	Lun	Mar	Mer	Jeu	Ven	Sam	Dim	Lun	Mar	Mer	Jeu	Ven	Sam
PSO 1	RE	615-1600	615-1600	615-1600	615-1600	RE	RE	RE	RE	RE	15-0h45	15-0h45	15-0h45	15-0h45
PSO 2	615-1600	RE	RE	15-0h45	15-0h45	15-0h45	RE	RE	615-1600	615-1600	615-1600	615-1600	RE	RE
PSO 3	15-0h45	RE	RE	RE	615-1600	615-1600	615-1600	615-1600	RE	RE	15-0h45	15-0h45	15-0h45	RE
PSO 4	RE	RE	RE	15-0h45	15-0h45	15-0h45	15-0h45	15-0h45	RE	RE	RE	615-1600	615-1600	615-1600
PSO 5	RE	630-1430	630-1430	630-1430	630-1430	630-1430	RE	RE	630-1430	630-1430	630-1430	630-1430	630-1430	RE
	Semaine 3							Semaine 4						
PSO 1	15-0h45	RE	RE	RE	615-1600	615-1600	615-1600	615-1600	RE	RE	15-0h45	15-0h45	15-0h45	RE
PSO 2	RE	RE	RE	15-0h45	15-0h45	15-0h45	15-0h45	15-0h45	RE	RE	RE	615-1600	615-1600	615-1600
PSO 3	RE	615-1600	615-1600	615-1600	615-1600	RE	RE	RE	RE	RE	15-0h45	15-0h45	15-0h45	15-0h45
PSO 4	615-1600	RE	RE	15-0h45	15-0h45	15-0h45	RE	RE	615-1600	615-1600	615-1600	615-1600	RE	RE
PSO 5	RE	630-1430	630-1430	630-1430	630-1430	630-1430	RE	RE	630-1430	630-1430	630-1430	630-1430	630-1430	RE

PSO#1-4= 35HRS/SEMAINE	PSO#5=35 HRS/SEMAINE
9.75HR/JOUR -1HR REPAS NON-PAYÉ	8HR/JOUR-1HR REPAS NON-PAYÉ

W-2023-01 LETTRE D'ENTENTE TÉLÉTRAVAIL

ATTENDU QUE les Parties reconnaissent que le télétravail est une condition de travail qui touche l'organisation du travail. Il permet à une personne salariée d'effectuer sa prestation de travail à un endroit autre qu'au lieu de travail désigné;

ATTENDU QUE les Parties reconnaissent que le télétravail est une nouvelle réalité et qu'il est souhaitable de convenir d'un mécanisme prévu à la convention collective afin que des échanges constructifs puissent avoir lieu sur le sujet, et ce dans le meilleur intérêt de tous;

LES PARTIES CONVIENNENT DE CE QUI SUIT :

1. Le préambule fait partie intégrante de la présente lettre d'entente.
2. Les Parties reconnaissent qu'elles doivent prendre en compte les principes généraux suivants lorsqu'il est question de télétravail :
 - a. L'importance de déterminer clairement les responsabilités de l'employeur et du salarié par rapport au matériel requis pour effectuer du télétravail;
 - b. L'importance de protéger la vie privée des salariés en télétravail;
 - c. L'importance de protéger les données personnelles dans le cadre de l'exercice du télétravail;
 - d. L'importance du droit à la déconnexion;
 - e. L'importance d'établir clairement les moyens de communication à privilégier.
3. L'ensemble des lois, règlements, politiques et programmes continuent à s'appliquer au salarié peu importe l'endroit à partir duquel il effectue sa prestation de travail.
4. Le salarié qui se croit lésé en lien avec le télétravail peut recourir à la procédure de griefs.
5. L'Employeur s'engage à consulter le Syndicat avant de modifier une ou plusieurs modalités de l'Énoncé de politique corporative – Télétravail (ci-après la « **Politique télétravail** »), le tout dans un délai minimal de trente (30) jours préalables à toute modification.
6. Il est entendu que la présente lettre d'entente ne saurait être interprétée comme une renonciation de l'Employeur à son droit de gérance de déterminer les modalités du télétravail. Si l'Employeur modifie ou annule sa Politique télétravail, il doit informer le Syndicat des motifs qui justifient sa décision.

7. La présente lettre d'entente entre en vigueur à compter de sa signature par les Parties.

EN FOI DE QUOI, les parties ont signé à Westmount, ce 8 jour du mois de décembre 2023.

Pour la Ville de Westmount

**Pour le Syndicat des fonctionnaires
municipaux de Montréal - SCFP**

Cicau

Étienne Stéfanel

[Signature]

[Signature]

[Signature]

J. Jean-Lite

Date : 8 décembre 2023

Date : 8 décembre 2023

**Entente 2023-02 intervenue entre
La Ville de Westmount et le Syndicat des fonctionnaires municipaux de Montréal (SCFP, section**

**OBJET : Ajustement échelle salariale
Versement – Montant forfaitaire**

Considérant l'entente de principe intervenue entre les parties;

Considérant le contexte d'hyperinflation, la Ville est disposée à verser ce qui suit à ses salariés dans le cadre de l'entente de principe intervenue :

- un pourcentage d'augmentation annuel supplémentaire de l'ordre de 1,25% au 1^{er} janvier 2023;
- un montant forfaitaire selon les conditions détaillées à la présente entente.

LES PARTIES CONVIENNENT DE CE QUI SUIT :

1. Le préambule fait partie intégrante de la présente lettre d'entente;
2. Rétroactive au 1^{er} janvier 2023, la Ville versera une augmentation équivalente à 1,25% payable selon les termes et conditions prévues à l'article 38.02;
3. Dans les soixante (60) jours suivant la signature de la convention collective, la Ville versera un montant forfaitaire de 2000\$ à tous les salariés permanents ayant complété leur période d'essai (article 6.02 a);
4. Les salariés auxiliaires ayant complété leur période d'essai (article 6.02 a)) ont droit au versement de la somme forfaitaire, au prorata établi en fonction des heures travaillées au cours de la période du 1^{er} septembre 2022 au 1^{er} septembre 2023 (incluant vacances, invalidité, congé parentaux, accident de travail, etc.);
5. Les employés présentement en période d'essai auront droit au versement de la somme selon les modalités prévues à la présente entente lors de la réussite de ladite période d'essai :

Nom	Prénom	Emploi	Service	Statut
Sarmiento	Dannadel	Agente comptable	Finances	Permanent
Allah	Sharrys	Agent technique en horticulture et arboriculture	Travaux publics	Permanent
Toupin	Chantal	Préposé à la rédaction et à l'analyse - dossiers administratifs	Greffes	Permanent
Klein Rossi	Alicia	Préposé à la rédaction et à l'analyse - dossiers administratifs	Greffes	Permanent
T. Henry	Gabriel	Agent technique infrastructure réseau	TI	Permanent
Desroches	William	Technicien principal – taxation, perception et service à la clientèle	Finances	Permanent
Mahaba	Mahitab	Adjointe au soutien administratif	Ressources humaines	Permanent
Le Maho	Nicolas	Technicien environnement micro-ordinateur	TI	Permanent
Tschunitz	Tyler	Préposé aux télécommunications	Sécurité publique	Auxiliaire
Cirignano	Sophia	Aide-bibliothécaire	Bibliothèque et év comm	Auxiliaire
Lefebvre	Thomas	Préposé aux télécommunications	Sécurité publique	Auxiliaire
Sauro	Juliana	Préposé aux télécommunications	Sécurité publique	Auxiliaire
Samoukova	Polina	Commis de bureau	Bibliothèque et év comm	Auxiliaire
Williamson	Natasha Dumaresq	Commis de bureau	Bibliothèque et év comm	Auxiliaire
Lefebvre	Mathieu	Agent de la sécurité publique	Sécurité publique	Auxiliaire
Bouchard	Catherine	Préposé à la rédaction et à l'analyse - dossiers administratifs	Greffes	Auxiliaire
Ring	Evan	Agent de stationnement	Sécurité publique	Auxiliaire
Tortorici	Santo	Commis aux installations	Sports et loisirs	Auxiliaire
Thibodeau	Sabrina	Agent en urbanisme	Aménagement urbain	Auxiliaire

Entente 2023-02 intervenue entre
La Ville de Westmount et le Syndicat des fonctionnaires municipaux de Montréal (SCFP, section

Pour la Ville de Westmount

Date : 8 décembre 2023

Pour le Syndicat des fonctionnaires
municipaux de Montréal - SCFP

Date : 8 décembre 2023

**Entente 2023-02 intervenue entre
La Ville de Westmount et le Syndicat des fonctionnaires municipaux de Montréal (SCFP, section**

Annexe 1

Nom	Prénom	Emploi	Service	Montant de 2000\$ au prorata
Grierson	Leslie	Secrétaire d'unité administrative		\$ 962
Miller	Julie	Commis de bureau	Bibliothèque et év comm	\$ 185
Chapman	Suzanne	Secrétaire d'unité administrative		\$ 1,120
Parent	Lucie	Secrétaire d'unité administrative	Sécurité publique	\$ 90
Rozon	Jean-Marc	Agent de stationnement	Sécurité publique	\$ 2,000
Ciampini	Jordan	Agent de stationnement	Sécurité publique	\$ 2,000
Garneau	Andre	Bibliotechnicien	Bibliothèque et év comm	\$ 1,475
Scaforo	Alessandro	Inspecteur aménagement urbain		\$ 81
Boissonneault	Téa	Agent en urbanisme	Aménagement urbain	\$ 589
Brunet	Jennifer	Aide-bibliothécaire	Bibliothèque et év comm	\$ 1,293
Morin	Zoe	Commis de bureau	Bibliothèque et év comm	\$ 1,133
Walton-Kalfon	Laureen	Secrétaire d'unité administrative		\$ 1,202
Meloche	Jasmine	Aide-bibliothécaire	Bibliothèque et év comm	\$ 1,169
Roberts	Keren	Aide-bibliothécaire	Bibliothèque et év comm	\$ 1,183
Fajardo	Joao Christopher	Agent de la sécurité publique	Sécurité publique	\$ 896
Randrianasolinirina	Anthony	Agent de la sécurité publique	Sécurité publique	\$ 2,000
Scanlon	Sarah	Agent de la sécurité publique	Sécurité publique	\$ 1,869
Ramsay	Michael	Agent de la sécurité publique	Sécurité publique	\$ 2,000
Ring	Kyle	Agent de stationnement	Sécurité publique	\$ 1,524
Andrews-Sullivan	Olivia	Commis de bureau	Bibliothèque et év comm	\$ 800
Kaboub	Cyrine	Agent technique en architecture	Génie	\$ 1,816
Tuccia	Isabella	Commis de bureau	Bibliothèque et év comm	\$ 519
Dionne	Maerrin	Aide-bibliothécaire	Bibliothèque et év comm	\$ 1,056
Bastien	Brooke	Aide-bibliothécaire	Bibliothèque et év comm	\$ 722
Bhattacharjee	Rijha	Aide-bibliothécaire	Bibliothèque et év comm	\$ 847
Pagé	Sofia	Commis de bureau	Bibliothèque et év comm	\$ 929
Tschunitz	Tyler	Préposé aux télécommunications	Sécurité publique	\$ 601
Michaud	Dayna	Aide-bibliothécaire	Bibliothèque et év comm	\$ 980
Burvant	Evelyn	Commis de bureau	Bibliothèque et év comm	\$ 552
Frotten	Zachary	Agent de la sécurité publique	Sécurité publique	\$ 2,000
Leboeuf	Nicolas	Technicien gestion documents et archives	Services juridiques et greffe	\$ 1,970
Green	Connor	Agent de stationnement	Sécurité publique	\$ 1,877
Paleologopoulos	Alexandra	Agent de stationnement	Sécurité publique	\$ 1,834
Yang	Yadan	Aide-bibliothécaire	Bibliothèque et év comm	\$ 907
Cirignano	Sophia	Aide-bibliothécaire	Bibliothèque et év comm	\$ 398
Cebotari	Laura	Agent comptable	Finances	\$ 489
Moreno Ramirez	Maria Teresa	Agent en urbanisme	Aménagement urbain	\$ 686
Samoukova	Polina	Commis de bureau	Bibliothèque et év comm	\$ 27
Dumaresq Williamson	Natasha	Commis de bureau	Bibliothèque et év comm	\$ 12



VILLE DE | CITY OF
WESTMOUNT

Ville de Westmount

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