COLLECTIVE AGREEMENT

Between

YELLOW PAGES DIGITAL AND MEDIAS SOLUTIONS LIMITED
(Hereinafter referred to as the ‘Employer’)

And

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

April 1, 2023 – March 31, 2027

TABLE OF CONTENTS

ARTICLE 1 – DEFINITIONS 3
ARTICLE 2 – DECLARATION BY THE PARTIES 4
ARTICLE 3 – RIGHTS OF THE PARTIES 5
ARTICLE 4 – UNION SYSTEM 5
ARTICLE 5 – UNION STEWARDS 6
ARTICLE 6 –TIME ALLOWED FOR UNION BUSINESS 6
ARTICLE 7 – HEALTH AND SAFETY 8
ARTICLE 8 – DISCIPLINE 8
ARTICLE 9 – GRIEVANCES 9
ARTICLE 10 – ARBITRATION 11
ARTICLE 11 – SENIORITY 12
ARTICLE 12 – TRAINING FOR PERMANENT FULL-TIME EMPLOYEES 13
ARTICLE 13 – TRANSFERS 13
ARTICLE 14 – LAYOFFS 15
ARTICLE 15 – TECHNOLOGICAL CHANGES 16
ARTICLE 16 – WAGE ADMINISTRATION 17
ARTICLE 17 – DIFFERENCIAL AND PREMIUM PAY 19
ARTICLE 18 – HOURS OF WORK 21
ARTICLE 19 – OVERTIME 21
ARTICLE 20 – STATUTORY HOLIDAYS 22
ARTICLE 21 – ANNUAL VACATIONS 24
ARTICLE 22 – BEREAVEMENT LEAVE 26
ARTICLE 23 – ABSENCE FOR SICKNESS 27
ARTICLE 24 – PARENTAL LEAVE 27
ARTICLE 25 – TERM 31
ARTICLE 26 – SIGNATURE 31

APPENDIX A – SALARY RANGE (FROM APRIL TO MARCH) 33
APPENDIX B – TEMPORARY EMPLOYEES 34
LETTER OF AGREEMENT #1 35
MAINTAINING BENEFITS 35
LETTER OF AGREEMENT #2 36

Note 1: this is a translated version of the original French collective agreement, in cases of discrepancy between both versions, the French version prevails

Note 2: signature pages are included in the original French version of the collective agreement

ARTICLE 1 – DEFINITIONS

1.01 The word employee, each time it is mentioned in this Agreement, means all employees of the Employer who are governed by this Agreement, as stipulated in article 3.01.

1.02 Permanent, temporary, full-time, and part-time or temporary employee on contract.

(a) Permanent employee means a person who has completed his probation period.

(b) Temporary employee

i) *Temporary employee* means a person hired to replace an employee who is absent due to vacation, accident, sickness, Union business, maternity leave or leave authorized by the Employer. The Union shall be advised, via email at the time of hiring, of the names of people hired on a temporary basis, as well as the reasons and the approximate periods of employment if known, as well as the names of the people they are replacing.

ii) the term *temporary contract employee* refers to a person hired to perform work for a particular situation, a specific project or a temporary increase in work, whose period of employment may not exceed one (1) year. The Employer may extend this period after discussion with the Union. The Union shall be notified by e-mail, upon hiring, of the names of people hired on a temporary contract, the reasons and the approximate period of employment, if known. These employees are covered by the collective agreement clauses, except those concerning the right to grievance procedure and arbitration in the event of dismissal or termination of employment. However, if the Employer is unable to meet its needs and it is necessary to hire resources through an agency, the Union dues of employees through the agency will be paid by the Employer for the duration of the contract.

(c) Full-time employee means an employee who normally works the basic hours.

(d) The term part-time refers to an employee who occupies a part-time position. Any part-time position must be less than thirty-seven and a half (37.5) per week.

1.03 *Shift* means the period of time, not exceeding the basic hours of work per day, which an employee is scheduled to work on any day, and of which they have been advised in advance.

1.04 The term *daytime shift* refers to a work schedule as indicated in article 18.01.

1.05 The term *evening shift* refers to a work schedule as indicated in article 18.01.

1.06 *Function:* organized grouping of a number of tasks. The Employer shall provide the employee, if requested, with their job profile.

1.07 *Position*: the assignment of an employee to one of the functions appearing in Appendix A of this Agreement.

1.08 The term *promotion* means the transfer of an employee from a given wage schedule to a higher wage schedule.

1.09 The term *transfer* means the transfer of an employee from a given wage schedule to an equal wage schedule.

1.10 The definition of spouse is the one stipulated in the ***Labour Standards Act*.**

ARTICLE 2 – DECLARATION BY THE PARTIES

2.01 Purpose

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

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

2.03 Discrimination and harassment

The Employer and the Union agree not to discriminate against an employee on the basis of pregnancy, union affiliation, marital status, race, color, sex, age, gender identity or expression, age except to the extent provided by law, religion, ethnic or national origin, sexual orientation, language, political conviction, social condition, the handicap or the use of means to palliate this handicap, or the exercise of any of their rights under this Collective Agreement or the law. The employee retains the right to arbitration to have the rights protected by this article recognized.

The parties agree that the provisions of the sections of the Act respecting Labour Standards, which relate to psychological harassment, are deemed to be an integral part of the Collective Agreement, with the necessary adaptations. An employee must exercise the recourses provided for in the above-mentioned Act according to the grievance procedure of this Collective Agreement, with the necessary adaptations, particularly regarding the time limits for filing a recourse.

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

2.04 If the Employer asks an employee governed by this Agreement to replace a manager, the employee may refuse to do so.

If the employee accepts, they will continue to be governed by the working conditions related in this Agreement.

2.05 Working language

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

2.06 Information to the Union

(a) The Employer makes available to employees of the Negotiating Committee, an electronic copy of the current collective agreement, in English and in French.

(b) The Employer agrees to advise the Union in writing when it hires, transfers, reclassifies, promotes, or changes the status of an employee.

(c) The Employer shall forward to the Union the documents pertaining to the working conditions it transmits to all employees governed by the collective agreement.

(d) The Employer shall provide the Union with a complete list of temporary employees, when needed. The following information shall be included:

- the name;

- the job grade;
- the salary.

2.07 Union communication

The Employer shall provide, if required, a list of the email addresses of all members of the Union. The Union may send messages and documents relating to Union businesses. The Human Resources Representative must be copied on all messages sent to all employees. The Employer reserves the right to withdraw access to the Organization's email if the Union uses it unreasonably.

2.08 Union meeting room

A meeting room shall be available, upon request by the Union, for internal union activities.

ARTICLE 3 – RIGHTS OF THE PARTIES

3.01 Union recognition

The Employer recognizes the Union as the sole collective bargaining agent for all employees, as defined by the *Labour Code*, in accordance with the certification issued to the Union by the *Commission des relations de travail du Québec.*

3.02 Management rights

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

ARTICLE 4 – UNION SYSTEM

4.01 Union Dues

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

The Employer shall deduct Union dues from the employees' wage each pay period and shall remit said dues to the Union once a month, no later than the fifteenth (15th) day of the following month. If, for whatever reason, an employee's Union dues are not deducted from their pay at the regular time, said dues shall then be deducted from their next pay.

The amounts so deducted shall be remitted to the Union, in the form of an electronic transfer, and shall be accompanied by a report indicating the name of each employee, their current wage, i.e. basic salary or basic salary adjustment and the amount of the contributions.

4.02 Release of Employer from Liability

The Employer shall not incur any liability toward the employees with regard to the deduction of Union dues except the obligation to deduct and remit to the Union the amounts collected. The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article.

Union dues means the amount determined as dues to be paid, and shall not include registration fees, insurance premiums or special contributions.

ARTICLE 5 – UNION STEWARDS

5.01 The number of Union stewards shall not exceed four (4) and this number can be revised when needed. However, a maximum of two (2) stewards in the same function is authorized. Whenever possible, unless an urgent situation arises, meetings and/or requests for Union business shall be held outside working hours. The Union agrees to notify the Employer of the name of each Union steward and of the department(s) in which each act as Union steward. A Union steward shall not act in this capacity until the Employer has been notified of their nomination.

5.02 Before the status of the Union steward who remains in the service of the employer is changed, a reasonable period shall be allowed for the steward to transfer their duties to their successor.

ARTICLE 6 –TIME ALLOWED FOR UNION BUSINESS

6.01 Time allowed to the Union to address grievances

(a) Employee

An employee who has, or believes they have a grievance may confer with their Union steward or with management during their normal working *hours* without deduction of time and without lost of pay. Therefore, the employee arranges with their immediate manager, subject to service requirements, for all time off the job required for the above purposes.

(b) Union steward

A Union steward may discuss a grievance with a griever or with management or attend meetings with representatives of the Employer on behalf of the Union, during their scheduled working hours without deduction of time and without lost of pay. Therefore, the Union steward arranges with their immediate manager, subject to service requirements, for all time off the job required for the above purposes.

6.02 Time allowed to the Union for negotiations

(a) Negotiation meetings

Authorized negotiations stewards of the Union, not exceeding three (3) employees in number, are entitled to union releases with pay for time devoted to collective negotiation with management. During a strike or lockout, the provisions of this paragraph shall not apply.

(b) Pre- negotiation meetings

Authorized negotiation stewards of the Union are entitled to union releases with pay to attend meetings held by the Union to prepare for negotiation with the Employer up to a maximum of three (3) days per representative, provided that the Employer is given the names of the authorized negotiation stewards of the Union at least five (5) days before the authorized release is to begin.

(c) Post- negotiation meetings

Authorized negotiation stewards are entitled to union releases with pay to attend post-negotiation meetings up to a maximum of two (2) days per steward, provided that such meetings are held on a date agreed upon by the Employer and the Union.

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

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

(a) The total days of union releases granted for all employees in the negotiation unit shall not exceed ten (10) working days per calendar year and authorized by their Manager. The request for union releases shall be made in writing by the Union to the immediate supervisor with a copy to the Human Resources Department at least ten (10) working days prior to the date of the meeting, providing the name of each delegate concerned and the expected duration of the absence.

(b) No more than four (4) Union stewards, and no more than two (2) in the same function, shall be granted such leave concurrently.

(c) In the event that the total number of days exceeds five (5) days, the Employer shall invoice the Union. The Union agrees to reimburse the Employer within thirty (30) days of receipt of the invoice.

6.04 Union release for Union businesses

An employee elected or appointed to a position within COPE may be granted, upon request, a leave of absence for the duration of the term for which they are elected, under the following conditions

(a) Written request with thirty (30) days' notice.

(b) During this leave, seniority will continue to accumulate as if the employee were at work.

(c) The employee will continue to enjoy all rights, benefits and privileges under the collective agreement provided they maintain payment of their share of the required contributions.

(d) Upon their return, after having given at least thirty (30) days' notice of return to work, the employee will resume the same position they held. If their position has been abolished, they benefit from the provisions of articles 13 and 14.

(e) The Union agrees to reimburse the Employer within thirty (30) days of receipt of the invoice.

6.05 Union release for internal Union businesses

By agreement with their immediate manager, any employee delegated by the Union to attend a Union business shall be granted union releases with pay. The total number of days so granted may not exceed thirty (30) days per calendar year for all employees in the negotiation unit. The Employer bills the Union. The Union agrees to reimburse the Employer within thirty (30) days of receipt of the invoice.

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

6.06 Union releases for Labor Relations Committee business

The parties shall form a joint labour relations committee consisting of a total of six (6) members. Each party shall appoint its two (2) representatives. If necessary, a third (3^{rd}) representative may be called upon to participate in the committee The purpose of the advisory committee is to study any issue, including grievances, in which the parties have a common interest in seeking a solution.

The committee shall determine its operating procedures. The three (3) representatives appointed by the Union shall be released with pay.

ARTICLE 7 – HEALTH AND SAFETY

7.01 Principle

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

7.02 Health & Safety at Work Committee

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

ARTICLE 8 – DISCIPLINE

8.01 Method

(a) For any disciplinary measure, the employee shall be provided with a written notification containing an account of the reasons. The Union shall be provided with a copy of the disciplinary notice.

(b) No employee shall be reprimanded in writing or warned in writing, be suspended, demoted, or dismissed for any reason except for just and sufficient cause.

c) At any time, upon request from the employee, they may be accompanied by a Union steward.

8.02 Notices to the Union

(a) At any meeting between a representative of the Employer and an employee which is called for the explicit purpose of announcing or imposing a disciplinary measure or a dismissal, the Union steward shall, unless the employee objects, be invited by the immediate manager to be present.

(b) When circumstances require the spontaneous imposition of a disciplinary measure, and that no Union steward is available, the Employer shall advise the employee's Union steward as soon as possible.

8.03 Dismissal

In the case of dismissal, the grievance shall be referred to the second step of the grievance procedure as provided for in article 9.

8.04 Employee File

Any employee may, after making an appointment with the Human Resources Director or its representative, consult their official file, accompanied by the Employer's representative and, if the employee so desires, by a Union steward. This appointment shall be granted, for the time necessary to consult the file, during their working hours.

The Employer will provide a full or partial copy of their file to an employee who requests it.

With the consent of the employee, the Union president can also, according to the conditions set in paragraph 1, consult, in the same conditions, an employee's file.

8.05 Right to Grieve

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

8.06 Burden of Proof

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

8.07 Suspension of Seniority

A suspension shall not interrupt the employee's seniority.

8.08 Prescription on a Disciplinary Measure

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

(b) The Employer acknowledges that it must proceed quickly and avoid any undue delay when it decides to impose a disciplinary measure on one of their employees. Except under special circumstances, the time limit shall be no longer than thirty (30) business days from the date the Employer received sufficient information on the occurrence and the circumstances surrounding such occurrence to allow it to decide.

ARTICLE 9 – GRIEVANCES

9.01 Definition

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

(b) *Griever* means the employee or groups of employees concerned, the Union or the Employer.

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

- the griever's name;
- the number identifying the grievance
- the nature of the grievance;
- the corrective action requested from the Employer

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

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

9.05 Individual and Group Grievances

The Union may, at the request of an employee, take up the grievance of an employee or group of employees, which grievance shall be processed in accordance with articles 9.06 and 9.07. Each grievance shall be presented to the Employer within thirty (30) business days following the occurrence on which such grievance is based. It is understood that before filing a grievance, the employee must discuss with the manager to find a solution to the dispute. If the manager is the source of the disagreement, the grievance may be filed directly with the Human Resources Department.

9.06 Step 1

The Union steward and/or the employee or employees shall submit the grievance to the employee's immediate manager. The immediate manager shall have five (5) working days following the presentation of the grievance to issue a decision in writing.

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

9.07 Step 2

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

9.08 Union Grievance

(a) If the interests of the Union as a party to this Agreement are affected, the Union may submit a grievance directly to the Human Resources Director, or their representative. Such grievance shall be signed by the President or Vice-President of the Union.
(b) The Human Resources Director or their representative shall meet with the President or Vice-President of the Union to resolve the grievance. The Human Resources Director, or their representative, shall have twenty (20) working days following the presentation of the grievance to their decision in a written statement advising the Union of the Employer's position on the matter.

9.09 Employer Grievance

(a) The Employer may submit a grievance directly to the President of the Union. Such grievance shall be presented by the Human Resources Director or its representative. The President of the Union shall meet with the Human Resources Director or its representative to resolve the grievance.

(b) The President of the Union shall have twenty (20) working days following the presentation of the grievance to issue their decision in a written statement advising the Employer of the Union's position on the matter.

9.10 Deadlines

Any grievance not processed by the Union and by the Employer in accordance with the mandatory deadline provided for in this article shall be deemed to be abandoned and cannot be pursued or reopened.

9.11 If the Employer fails to respond or if the grievance is not settled within the provided deadlines, the grievance may immediately be processed at the next step.

9.12 Deadlines may be extended by mutual written consent.

9.13 Generalities

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

ARTICLE 10 – ARBITRATION

10.01 Method

If a grievance has not been settled at Step 2 as stipulated in article 09.07 of the grievance procedure, the Union shall, within a time limit not to exceed twenty (20) business days, advise the Employer in writing of its intent to submit the grievance to arbitration, failing which the grievance shall be abandoned. It is expressly agreed that the right to arbitration does not extend to any matters other than those concerning the interpretation, administration, or alleged violation of this Agreement.

10.02 Choice of Arbitrator

Following notification as provided for in article 10.01, the parties shall have thirty (30) business days in which to agree upon the choice of an arbitrator and, failing agreement, the Minister of Labour for Québec shall appoint one, in accordance with the provisions of the *Quebec Labour Code*.

10.03 Arbitrator's Powers and Duties

(a) The arbitrator shall issue their decision in accordance with the provisions of this Agreement; they shall not have the right to alter, change or amend any part of the Agreement or to make additions to it.

(b) In the case of a grievance resulting from a written reprimand, suspension, dismissal or demotion, the arbitrator shall have the right to uphold, reduce or abolish such sanction; they shall have the right to order reinstatement with or without salary reimbursement for the employee who has not received payment, reduced by the amount of revenues that they may have earned elsewhere.

10.04 Decision

(a) The decision of the arbitrator shall be issued within thirty (30) business days of the last investigation session.

(b) The decision of the arbitrator shall be final and binding upon the two (2) parties to this Agreement.

10.05 Cost of Arbitration

The parties shall each bear equal fees and expenses of the arbitrator and of any stenographer whom they may require. However, each party shall bear all expenses incurred by it for its own witnesses and representatives, as well as for appendix and other similar fees. However, a representative appointed by the Union shall be released from work during the hearing of a case at arbitration with no loss of salary.

ARTICLE 11 – SENIORITY

11.01 For employees hired before the effective date of the Agreement, the seniority shall be determined by recognized service according to the record of the Employer and identified as seniority with the Employer.

11.02 For employees hired after the effective date of the Agreement:

(a) for the purpose of calculating vacation, establishing the pension fund, insurance and/or any monetary benefit, the recognized service shown on the Employer records shall be determined as Employer seniority.

(b) for any other matter regarding the application of the Agreement, negotiation unit seniority shall be determined by the most recent date of entry into the negotiation unit.

11.03 When needed, and at least once per year on February 15th, a complete list of negotiation unit seniority shall be provided to the Union.

11.04 Probationary Period

(a) All new employees are subject to a probationary period of one hundred and twenty (120) days worked on a cumulative basis and this excludes training periods. This period may be extended by agreement with the Union.

(b) A temporary employee who is appointed to a regular position shall be subject to the probationary period as provided for in the preceding paragraph. In such a case, the time worked as a temporary employee shall be counted in their probationary period, if they have worked a minimum of thirty (30) days cumulatively.

(c) A probationary employee who is dismissed or laid off by the Employer shall not have any recourse to the grievance procedure

11.05 Acquisition of Seniority

The seniority of a temporary employee who is appointed to a regular position shall be retroactive to their first starting date in the service of the Employer in the negotiation unit, provided that there has not been an interruption of more than three (3) months in the employee’s service.

However, a part-time employee with permanent status shall accumulate seniority at the rate of one (1) day's seniority for each seven and one half (7.5) hour period of pay with a maximum of thirty-seven and one half (37.5) hours per week. It is agreed that a part-time employee may not accumulate more than one (1) year of seniority during a calendar year.

11.06 Continuous Service and Authorized Absences

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

- resignation;
- dismissal for just and sufficient cause;
- layoff due to lack of work for a period exceeding twelve (12) months, or a period equal to the employee’s seniority if less than twelve (12) months;
- absence without notification and without a valid reason for three (3) or more consecutive working days.

11.07 In the case of absence due to off-duty accident or sickness, the employee shall continue to accumulate seniority for a period of twenty-four (24) months. After that period, the employee will maintain their seniority.

ARTICLE 12 – TRAINING FOR PERMANENT FULL-TIME EMPLOYEES

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

ARTICLE 13 – TRANSFERS

13.01 Job postings

(a) Permanent position

When the Employer decides to fill a vacant or newly created permanent position covered by this Collective Agreement, it shall be posted on the Employer’s career site for a period of three (3) working days, except in the case when an employee becomes available and belongs to another certification union (SEPB-V), and when they transfer to Customer Service. The Union should be notified of any upcoming posting, or transfer of an employee from another certification.

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

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

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

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

(d) Notice of posting

The notice of posting shall include:

- The position title – the job category;
- The status assigned to the position and its duration if available, if it is a temporary position
- A brief description of the duties;
- The work shift;
- The normal requirements;
- The posting period;
- The start date, if known

13.02 Submission of applications

(a) Any regular employee shall have the right, during the posting period, to submit their application by applying directly online.

(b) An employee who obtains a permanent position may not apply for another job during their first year of their nomination, except for cases of promotion.

(c) An employee who obtains a temporary assignment may not, for the time assigned, apply for another temporary assignment that would commence before the expected end of the first temporary assignment.

This restriction does not apply if the employee holds a temporary position because of a transfer under article 14 of the Agreement.

13.03 Nominations

(a) Selection grid

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

(b) Normal requirements

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

The Employer may make reasonable use of tests and examinations as selection criteria provided these tests and examinations are related to the normal requirements of the position. An overall score of seventy percent (70%), weighted for all the employee's results on tests, examinations, and interviews, shall indicate that the employee meets the normal requirements of the position.

(c) Nominations of job postings

Job posting will be granted to the most qualified applicant according to the recruitment process, who meets the normal requirements of the job and who is not the subject of a personal performance improvement plan at the time of posting. However, if a candidate has more seniority, meets the normal requirements of the job and is less than three (3) points behind the most qualified candidate, he shall take precedence over that candidate.

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

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

The Employer may give priority

- to an employee who requests a demotion
- to an employee who occupies the same temporary position

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

The Employer shall grant the position to an applicant with a minimum of seventy percent (70%) of those who meet the normal requirements of the position and who are not subject to performance monitoring at the time the Employer decides to fill the position. If two (2) or more applicants are ranked evenly, the position shall be granted to the applicant whose SIN has the lowest last three (3) digits.

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

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

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

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

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

13.04 Probationary period

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

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

(c) At any time during the probationary period, the employee may relinquish his position and return to his previous function. If the position is abolished, article 14.03 applies.

(d) When the Employer is not satisfied with the employee, the Employer may return them to their previous function. If the position is abolished, Article 14.03 applies, if the employee had not previously made use of it. If the employee has obtained the position due to article 14.04 then article 14.05 applies.

13.05 Despite the provisions of article 11.02 (b), when an employee who occupies a position covered by this Agreement is transferred or promoted to a position not covered by this Agreement, they shall accumulate seniority for a period of twelve (12) months following their transfer or promotion to a position not covered by this Agreement. During this period, the Employer may return the employee to their previous function or to an equal function. Following this period of twelve (12) months, the employee shall lose their negotiation unit seniority.

ARTICLE 14 – LAYOFFS

14.01 Notice of layoffs

When the Employer decides to abolish one or more positions, it shall consult and notify the Union in writing or electronically as soon as possible.

Thereafter, the Employer shall notify the employees of the options available to them in writing.

14.02 Order of layoffs

The Employer shall reduce its workforce in a function by abolishing the position, first held by the contract, part-time, temporary employee and then by the probationary, and lastly permanent employee who is on a performance improvement plan in the function where the position is abolished. If no employee fits into the above categories, then the employee with the least seniority is impacted by the reduction workforce.

If appropriate, the Employer applies the options set out in article 14.03.

The Employer may also offer a voluntary termination package to any employee in the same function, on the same shift and in the same establishment as the position being abolished, who indicates a desire to leave and this with the severance package stipulated in this article. If two (2) employees have equal seniority, the reduction in the number of employees in a function is based on the social insurance number with the lowest last three (3) digits.

14.03 Options

A permanent employee whose position has been abolished has two (2) options: filling of an available vacant position or accept severance package.

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

If the employee fails to notify the Employer within the required time limit, they shall receive the severance package stipulated in article 14.05.

14.04 Option 1 - Vacant position

(a) The Employer presents to the employee affected by a layoff the vacant positions of an equal or lower wage scale that are available at the time of the layoff. The employee applies for a position if desired, and it is granted to them if they meet the normal requirements of the job. If not qualified, article 14.05 shall apply.

(b) If the employee does not meet the requirements of the position, or if they don't successfully complete the probation period stipulated in article 13.05, the employee shall be terminated and shall receive the severance package stipulated in article 14.05.

14.05 Option 2 - Severance package

An employee who is dismissed due to layoff who does not invoke the provisions of article 14.04 shall receive the following:

(a) Notice of termination of employment or compensation in lieu of notice of termination of employment pursuant to the terms of the *Labour Standards*. In the event the Employer decides to issue the advance notice of termination of employment in the form of compensation, the employee shall continue to receive their salary for a period equivalent to the notice period. During this period, their coverage under the benefits program as well as their entitlement to the pension plan shall continue with the exception of their long-term or short-term disability coverage.

(b) Severance pay including statutory notice equivalent to:

- Three (3) weeks per year of service

The Employer will pay up to a maximum of seventy-five (75) weeks.

ARTICLE 15 – TECHNOLOGICAL CHANGES

15.01 Definition

For the purposes of this Agreement, a technological change shall be defined as a change made to the Employer's operations including work methods or tools that significantly change the work of an employee, which directly results the abolishment of a minimum of five (5) permanent positions or which significantly modifies the performance of the employee's duties or the knowledge required for the usual practice of the position.

15.02 Notification

(a) When the Employer decides to proceed with a technological change, it shall notify the Union in writing at least twenty (20) days prior to the date on which it intends to proceed.

15.03 The Employer shall offer a training program for a reasonable period to any employee affected by a technological change.

15.04 An employee who becomes surplus shall bump another employee in accordance with the procedure provided for in article 14. The employee may also choose to resign, rather than take advantage of the provisions of article 14, and receive severance pay equal to three (3) weeks' salary for each year of service.

ARTICLE 16 – WAGE ADMINISTRATION

16.01 Generalities

The purpose of this Article is to ensure maintenance of pay equity as established in the *Pay Equity Act* and to apply the provisions and necessary mechanisms to establish and maintain pay equity for all jobs covered by this Agreement. The analysis, description, assessment and classification of any new or modified function are conducted using the job assessment tools used to achieve pay equity.

Request for review

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

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

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

Joint Assessment and Pay Equity Committee (JAPEC)

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

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

Change in salary

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

In the event of reclassification of a job to a lower category, the employee will take the salary of the new class as of the date this change takes effect.

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

Dispute settlement procedure

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

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

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

16.02 The wage grids for functions included in the bargaining unit are those specified in Appendix A.

16.03 Temporary Work Assignments

(a) When an employee is temporarily assigned to a job in a higher wage schedule for one (1) hour or more, pay treatment shall be determined in accordance with the provisions of article 16.05 below.

(b) A permanent employee who receives a temporary assignment following a job posting is guaranteed the salary associated with the job in question for a minimum period of four (4) months. However, this provision does not apply in the following cases: replacement of an employee on sick leave who returns to work, and application of the provisions of Articles 13.04 (c) and 14 of the collective agreement.

16.04 Salary progression and increases

(a) The interval between the various levels is scheduled for April 1, 2026.

(b) The interval for an employee who is hired or rehired

i) between the first and fifteenth day of the month inclusive, is calculated from the fifteenth (15) day of that month.

ii) between the sixteenth and last day of the month inclusive, is calculated from the first day of the following month.

(c) The effective date of an increase is the first day of the period of two (2) weeks closest to the first of the month.

(d) Employees who are off-scale (red circle) shall receive the general salary increase in the form of a lump-sum payment each year until the salary scale increases to their pay level as long as they have an overall performance rating of "solid".

16.05 Promotion

When an employee is promoted, and starts their new role, or their training, their rate of pay shall be the rate on the wage schedule of the position to which they are promoted, at the same step.

16.06 Pay Day

(a) Wages shall be paid every alternate Friday at the basic rate of pay for the two (2) week period ending the Saturday before the pay day. They shall include pay for overtime work and any other additions in pay for the period. Pay shall be adjusted for unpaid absences which occurred during this same period.

(b) Where a pay day falls on a holiday, employees shall be paid on the preceding working day.

(c) Notwithstanding the provisions set forth in (b) above, for a pay period which falls during the Christmas Holiday and the New Year's Holiday, two (2) additional weeks shall be required to pay overtime and any other amounts due.

16.07 Pay Stub

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

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

The Employer agrees to clearly indicate Union dues on T-4 and RL-1 forms.

ARTICLE 17 – DIFFERENCIAL AND PREMIUM PAY

17.01 Differentials

a) When an employee is required to work an evening shift, they shall be paid a differential for each hour, or part thereof, which falls within the shift in question. For evening shifts the differential is seventy-five cents ($0.75).

b) A differential shall not be paid for:

i) periods for which an employee is being paid in accordance with the terms of overtime payment.

ii) paid absences.

17.02 Supervision and demonstration premium

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

i) during which they are assigned to supervise other employees in the absence of management

or

ii) for an employee who occupies a job other than that of Senior Clerk or a job that may be created during the term of this Agreement and is assigned the task of demonstrating or explaining a method of work or a way of working.

17.03 Premium Pay for Change in Shift

(a) If an employee is given less than seven (7) days' notification of a change in their work shift, they shall receive, except as otherwise provided in article17.03 (b), a premium equivalent to one-half (1/2) of their salary for hours worked outside the shift previously scheduled for the day, but only for the number of days missed within the seven (7) day period.

(b) When the change is made at the employee's request, they shall be paid straight time.

17.04 Premium Pay for Consecutive Saturdays Worked

(a) An employee who is normally scheduled to work a maximum of five (5) days per week who, at the request of the Employer, works at least one half-day (4 hours) on two (2) or more consecutive Saturdays, shall be paid, except as otherwise provided for in article 17.04 (b), a premium equivalent to one-half (1/2) of their salary for hours worked between midnight Friday and midnight Saturday on the second and subsequent consecutive Saturdays so worked.

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

17.05 Sunday Premium Day

(a) An employee whose normal schedule includes a shift that falls, in whole or in part, between midnight Saturday and midnight Sunday shall be entitled to Sunday premium pay. This premium is one-half (1/2) of their salary for hours worked on Sunday.

(b) This premium shall not be granted in the case of paid days of leave.

17.06 New Year's Eve – Special Compensation

An employee who works on the evening shift and who must work on New Year's Eve shall receive a premium equivalent to the regular rate plus fifty percent (50%) for the hours worked between 4:30 p.m. and midnight.

17.07 Progression and salary increase

To progress to the next level of the salary scales provided for in Appendix A, an employee must have an overall performance rating of "Solid"'. Increases and/or progressions will be effective on April 1st of 2026. To benefit from the progression, an employee must be employed for a minimum of three (3) months during the reference year on January 1.

ARTICLE 18 – HOURS OF WORK

Unless otherwise agreed by the parties:

18.01 Full-Time Employees

The average number of basic hours of work per week for a full-time employee is thirty-seven and one-half (37.5) hours over a maximum of five (5) days. The work week schedule is Monday to Friday and the weekend schedule includes Saturday and/or Sunday.

The start and end time:

- daytime schedule: between 7:00 am and 10:00 am and between 15h00pm and 18:30 pm.
- evening schedule: between 10:30 am and 12:30 pm and between 18h30 pm and 21h00 pm.

The Employer will allocate schedules first on a voluntary basis and then based on seniority. If there are more volunteers than required in terms of the number of resources required, the assignment will be based on seniority. The assigned schedules shall remain in effect until a change is required by the Employer.

The Employer may, with two (2) weeks' notice, implement a new schedule or schedules and assign an interested employee(s) to such a schedule. The Employer will consult with the Union prior to the implementation of new work schedules. If the Employer is unable to meet its need, it shall assign the position to an employee(s) with the least seniority. If an employee is unable to be available at the end of the two (2) weeks notice period for exceptional reasons, the Employer may extend the time limits (by a maximum of 2 additional weeks) and temporarily meet the requirement in reverse order of seniority.

However, if the least senior employees do not have the required minimum experience of three (3) months, the Employer may assign employees with the required experience to meet operational needs in reverse order of seniority.

18.02 Part-time Employees

Any part-time position must be less than thirty-seven and one half (37.5) per week according to the above-mentioned schedules.

18.03 Meal Period

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

Following an agreement between the employee and the immediate manager, the employee may take up to a minimum of thirty (30) minutes without pay.

18.04 Rest Period

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

ARTICLE 19 – OVERTIME

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

(a) More than seven and one half (7.5) or thirty-seven and a half (37.5) hours per week worked, if these hours have been worked or paid for.

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

(a) At the employee’s hourly rate of pay plus fifty percent (50%) for hours worked.

(b) If an employee is required to work overtime:

- Following or preceding a working day, the Employer shall give three (3) hours' notice.
- An employee who cannot make themself available to work overtime will have to be constrained by a serious obligation.
- On an unplanned workday, the Employer shall give at least twenty-four (24) hours' notice.

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

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

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

19.05 Overtime distribution

(a) The Employer shall distribute overtime equitably, taking into consideration the qualifications required to do the work.

(b) Overtime shall be voluntary. However, when the number of employees is insufficient, the Employer shall assign qualified employees to do the work, in reverse order of seniority.

ARTICLE 20 – STATUTORY HOLIDAYS

20.01 (a) The following shall be recognized as Employer holidays:

- New Year’s Day
- Good Friday
- Easter Monday
- The Patriots' Day
- The National Day
- Canada Day
- Labour Day
- Thanksgiving Day
- The Christmas day
- The day after Christmas

(b) The following days shall be authorized holidays by the Employer:
- The day after New Year’s Day
- Floater day

If personal or religious reasons so require, the holidays listed in (b) may be exchanged for a day that is mutually agreed with the manager.

Employees shall be entitled to one (1) annual floater day with pay. This day off is not cumulative, nor redeemable in cash. Each employee may take their day off after notifying their immediate manager when establishing the work schedule.

A part-time employee will be entitled to the holidays mentioned above, which coincide with the days on which they should normally have been at work.

20.02 When an Employer holiday falls on a Sunday, it shall be observed on the following day.

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

20.04 When an Employer holiday falls on a Saturday, the Employer shall either include it in the weekly schedule of an employee or grant another day off with pay, payment of which shall be calculated in accordance with article 20.09, outside the annual vacation period on a day determined by the Employer.

20.05 Notwithstanding the provisions of article 20.04, when National Day falls on a Saturday, the Employer shall grant the day off on the immediate previous or following business day.

20.06 Notwithstanding the provisions of articles 20.03 and 20.04, the holidays on Boxing Day and the day after New Year’s Day shall be governed by the following terms:

(a) where the holidays on Boxing Day and the day after New Year’s Day fall on a Monday, they shall be observed on the following day;

(b) where the holidays on Boxing Day and the day after New Year’s Day fall on a weekday, from Tuesday to Friday inclusive, they shall be included in the schedule for all employees for that week;

(c) where the holidays on Boxing Day and the day after New Year’s Day fall on a Saturday, they are postponed to the following Monday.

20.07 Pay for Work on a Holiday

(a) When a full-time employee is required to work on an Employer holiday which is included in their weekly schedule:

(i) they shall be paid their basic rate of pay for that day,

or

(ii) they may be granted a day off with pay at a time convenient to them and the Employer, provided that they work their basic hours on such holiday.

(b) In addition, they shall be paid at their basic rate of pay plus fifty percent (50%) for the hours worked during that holiday.

20.08 When an employee is required to work on a Saturday holiday, they shall be paid in accordance with the terms of overtime payment and shall be entitled to one (1) day off with pay as provided for in article 20.04.

20.09 When an employee is not required to work on a Employer holiday which is included in their weekly schedule, they shall be paid their basic rate of pay for this holiday.

20.10 To be eligible for holiday pay, the employee must not have been absent the day before or the day after the holiday without a valid reason or permission from their manager.

ARTICLE 21 – ANNUAL VACATIONS

21.01 The employee shall be entitled to vacation with pay in accordance with the following provisions of this article. For the purposes of determining the *quantum* of vacation to which an employee is entitled, the Employer shall take into consideration the years of the employee's service as provided for in article 11.

(a) In the year they are hired or rehired, a full-time employee shall be entitled to one (1.25) day and a quarter of vacation with pay for each month of service completed in that calendar year, up to a limit of fifteen (15) days.

(b) For the purposes of this article:

(i) when an employee is hired between the first (1st) and fifteenth (15th) day of the month inclusive, the length of service shall be calculated from the first day of the month;

(ii) when an employee is hired between the sixteenth (16th) and last day of the month inclusive, the length of service shall be calculated from the first day of the following month.

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

Years of Service	**Vacation Entitlement (weeks)**
Less than a year	1.25 day per month worked
1 to 4 years	3
5 to 9 years	4
10 to 25 years	5
25 years and more	6

However, a permanent part-time employee is entitled to paid vacation in proportion to the number of basic working days normally worked during a week.

21.03 For the purposes of this article, where a calendar week is spread over two (2) months, such week shall be in the month in which the Wednesday of that week falls. This rule applies to the determination of the end of April, for scheduling vacations in accordance with article 21.04, or for rescheduling vacations in accordance with article 21.06.

21.04 Vacations are established for a full calendar year and can be scheduled between January 1 and the end of April of the following year. Vacation entitlement is determined based on the recognized length of service in the year for which the vacation is granted.

21.05 When an Employer holiday falls during an employee's annual vacation, they shall be entitled to a day off with pay on a day convenient to the employee and the Employer.

21.06 When an employee is ill or has an accident before leaving work on the last day preceding the vacation, and it is impossible for them to take their vacation, the Employer shall reschedule such vacation later in the calendar year for which the vacation is granted, or at another date in accordance with article 21.07.

When an employee is prevented, due to an authorized absence, to take vacation time accumulated, they can carry them over to the date of their return to work, for a maximum period of twelve (12) months following their return to work.

21.07 Annual vacations Schedule

(a) Split vacation period

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

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

(b) Establishment of a vacation schedule

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

With respect to the choice of vacation dates, the immediate manager shall give preference to the employees with most seniority in each role, while ensuring continuity of operations in the workplace (A ratio representing the number of people who can be on vacation at the same time may be determined by the Employer).

ii) The names of employees who are not members of the bargaining unit may not be shown on the vacation schedule.

iii) An employee may, upon agreement with their immediate manager, make a change to their choice of vacation, provided that such change does not affect any other choice that may have been made before.

iv) In the first week of December every year, and before the vacation schedule is distributed, the Union shall be informed of the vacation ratios of the various managers.

(c) The Employer shall respect the vacation choice that may have been made by an employee who is moved pursuant to Article 14.02 prior to taking his vacation provided that their choice has been made pursuant to 21.07 (b) (i).

(d) The employee is not entitled to postpone their vacation, in whole or in part, to another period.

21.08 An employee on leave due to a long-term disability does not accumulate vacation for the time of their leave.

21.09 Pay in Lieu of Vacation

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

21.10 When an employee resigns, is laid off, is dismissed, or has completed the work for which they were hired, they shall be granted pay in lieu of the vacation scheduled for the current calendar year. Such pay shall be calculated in accordance with articles 21.11 to 21.13 inclusive. The employee must, however, reimburse the vacation that they would have taken and that they had not yet accumulated at the date of their departure.

21.11 An employee with less than one (1) year's net credited service shall be entitled to six percent (6%) of the wages they earned during the entire period in question, reduced by the amount of the pay corresponding with the vacation days taken during such period.

21.12 In the event of the voluntary departure, the dismissal or the death of an employee, all their accumulated vacation credits are paid to them, or their estate as calculated on a pro rata basis in proportion to the number of months worked during the year.

21.13 The amount of pay in lieu of vacation to be granted in accordance with articles 21.11 and 21.13 shall be reduced by the amount of the pay corresponding to the vacation days taken during the current calendar year before the employee left the Employer.

ARTICLE 22 – BEREAVEMENT LEAVE

22.01 Bereavement leave

(a) In the event of the death of their spouse, common-law spouse, same-sex spouse, son or daughter, an employee shall be granted bereavement leave with pay of up to seven (7) days from their scheduled shifts.

(b) In the event of the death of their father, mother, brother, sister, father-in-law, mother-in-law, mother or father of same-sex spouse, or any other relative residing in the same permanent residence as they do, an employee shall be granted bereavement leave with pay of up to three (3) days from their scheduled shifts.

(c) Considerations regarding bereavement leave

i) If one of the events cited in articles 22.01 (a) and (b) occurs more than one hundred sixty (160) kilometres from the employee's home, he shall be entitled to one (1) additional day of leave with pay.

ii) The leave stipulated in this current article is not necessarily continuous but must be related to the event: the wake, incineration, funeral services, interment, and executor's duties.

(d) Other bereavement leaves

i) In the event of the death of their grandparent or grandchild, an employee shall be granted bereavement leave with pay of up to three (3) days from their scheduled shifts.

ii) In the event of death of a close friend, an employee is entitled to bereavement leave without pay for a maximum of one (1) day from their scheduled shifts.

iii) If one of the deaths stipulated in article 22 occurs during an employee's vacation, they may postpone the vacation days affected to a later date by agreement with the Employer.

22.02 Leave without pay

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

A request for leave without pay shall be submitted in writing to the department concerned and to the Human Resources Department. The request must specify the reason and duration for the desired leave.

Upon their return to work, the employee shall return to the position they occupied before their departure or to an equivalent position if that position has been abolished.

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

An employee who wishes to return to work before the end of the leave without pay shall give at least two (2) weeks' written notification to the Employer in which they specify the date of their return.

Unpaid leave is not cumulative from one year to the next. The employee agrees with their immediate manager to take their leave without pay

Leaves of absence without pay are not cumulative from one year to the next. The employee shall decide with their immediate manager for the taking of the leave of absence without pay.

ARTICLE 23 – ABSENCE FOR SICKNESS

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

(a) for the purposes of determining the eighth (8^{th}) full calendar day of absence, any return to work shall constitute an interruption in the period of absence.

(b) all employees shall be paid for the entire period of absence.

(c) an employee is not entitled to any pay or other benefits provided for in this article for any day which, in accordance with other provisions of this Agreement, entitled or entitles them to any pay or other benefits.

23.02 Articles 9 and 10 of the collective agreement shall apply in the event of a dispute under the short-term disability plan.

23.03 In order to benefit from short-term disability insurance, the employee must have completed ninety (90) calendar days.

ARTICLE 24 – PARENTAL LEAVE

24.01 Personal and family days

An employee has the right to be absent from work ten (10) days a year, two (2) of which are paid days:

- To fulfill obligations related to the custody, health or education of their child or the child of their spouse.

- Due to the state of health of a parent or person for whom the employee is acting as a caregiver, as certified by a professional working in the health and social services field governed by the Professional Code.

This absence is without pay. However, the first two (2) days taken annually are compensated if the employee has completed three (3) months of continuous service. However, the Employer is not required to compensate more than two (2) days' absence within the same year when the employee is absent for this reason or because of illness, organ or tissue donation, accident, domestic violence, sexual violence, or criminal act. It is possible to split this leave into days. The day may in turn be split with the Employer's permission.

The employee must notify the Employer as soon as possible and take steps to limit the use and duration of leave. The Employer may request the employee to provide a document attesting to the reasons for their absence, if circumstances warrant, particularly with respect to the duration of the absence.

24.02 Pregnancy medical exam leave

A pregnant employee can be absent from work without pay if they have an appointment for a medical exam related to their pregnancy or a consultation with a mid-wife in relation with their pregnancy. The employee will have to advise their manager as soon as possible of then moment when they will be absent.

24.03 Birth or adoption leave

An employee may be absent from work for five (5) days at the birth of their child, the adoption of a child or where there is a termination of pregnancy in or after the twentieth (20th) week of pregnancy. The first two days of absence shall be remunerated if the employee is credited with sixty (60) days of uninterrupted service. This leave may be divided into days at the request of the employee. It may not be taken more than fifteen (15) days after the child arrives at the residence of its father or mother or after the termination of pregnancy. The employee shall give their Employer an advanced notice for their absence.

24.04 Maternity leave

(a) Duration of leave

A pregnant employee is entitled to a maternity leave, without pay, of not more than eighteen (18) consecutive weeks unless, at their request, the Employer consents to a longer maternity leave. The employee may spread the maternity leave as they wish before or after the expected date of delivery. However, where the maternity leave begins on the week of delivery, that week shall not be considered in calculating the maximum period of eighteen (18) consecutive weeks.

(b) Late delivery

If the delivery takes place after the expected date, the employee is entitled to at least two (2) weeks of maternity leave after the delivery.

(c) Timing of leave

The maternity leave shall not begin before the sixteenth (16th) week preceding the expected date of delivery and shall not end later than eighteen (18) weeks after the week of delivery.

(d) Special maternity leave

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

(e) Termination of pregnancy

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

(f) Notice

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

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

(g) Medical certificate

From the sixth (6^{th}) week preceding the expected date of delivery, the Employer may, in writing, require a pregnant employee who is still at work to provide a medical certificate attesting that they are fit to work. If the employee refuses or neglects to provide the certificate within eight days, the Employer may oblige them to take their maternity leave immediately by sending them a written notice to that effect giving reasons.

Despite the notice provided for in paragraph (f), the employee may return to work before the expiry of their maternity leave. However, the Employer may require a medical certificate from an employee who returns to work within the two (2) weeks following delivery, attesting to the fact that they are fit to work.

(h) Additional maternity benefits

An employee who is permanent on the date of delivery and who is eligible to receive benefits from the *Québec Parental Insurance Plan* (QPIP) is entitled to an additional maternity benefit equal to fifteen percent (15%) of their regular salary. This additional maternity benefit, when added to the QPIP benefits stipulated in article 24.04 a), may not exceed eighty-five percent (85%) of the employee's regular salary. The maximum income eligible for the purpose of calculating the additional maternity benefit is the same as that stipulated by the QPIP.

24.05 Paternity leave

An employee is entitled to a paternity leave of not more than five consecutive weeks, without pay, on the birth of their child. This leave can be split. The paternity leave shall not begin before the week of the birth of the child and shall not end later than fifty-two (52) weeks after the week of the birth. A paternity leave may be taken after giving written notice of not less than three (3) weeks to the Employer, stating the expected date of the leave and that of the return to work. However, the notice may be shorter if the birth of the child occurs before the expected date.

24.06 Parental leave

(a) Duration

The father and the mother of a newborn child, and a person who adopts a child, are entitled to parental leave without pay of not more than sixty-five (65) consecutive weeks.

(b) Start of the leave

Parental leave may not begin before the week the child is born or, in the case of adoption, the week the child is entrusted to the employee within the framework of an adoption procedure or the week the employee leaves their work to go to a place outside Québec in order that the child be entrusted to them. It shall end not later than seventy-eight (78) weeks after the birth or, in the case of adoption, seventy-eight (78) weeks after the child was entrusted to the employee.

(c) End of parental leave

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

(d) Notice

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

(e) Return to work

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

(f) Presumption of resignation

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

(g) Division of the leave

At the request of the employee, a maternity, paternity, or parental leave may be divided into weeks if the child is hospitalized or if the employee may be absent under section 79.1 or any of sections 79.1 or 79.8 to 79.12 of the *Labor Standards Act*, and in cases determined by regulation, under the conditions and according to the duration and time limits set out in the by-law.

(h) Suspension of the leave

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

24.07 General provisions

(a) Group insurance and pension plans

An employee's participation in the group insurance and pension plans recognized in the employee's place of employment shall not be affected by the absence from work, subject to regular payment of the contributions payable under those plans, the usual part of which is paid by the Employer.

(b) Notice of reduced leave

An employee may return to work before the date stated in the notice given, provided they have given the Employer written notice of not less than three (3) weeks of the new date on which they will return to work.

(c) Employee reinstatement

At the end of a maternity, paternity or parental leave, the Employer shall reinstate the employee in their former position with the same benefits, including the wages to which the employee would have been entitled had they remained at work. If the position held by the employee no longer exists when they return to work, the Employer shall recognize all the rights and privileges to which they would have been entitled to if they had been at work at the time the position ceased to exist

ARTICLE 25 – TERM

25.01 This collective agreement shall take effect on April 1, 2023, and shall expire on March 31, 2027.

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

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

ARTICLE 26 – SIGNATURE

IN WITNESS WHEREOF the authorized representatives of the contracting parties have signed this collective agreement this ___ day of June 2023.

YELLOW PAGES DIGITAL AND MEDIAS SOLUTIONS LIMITED	**EMPLOYEE'S UNION PROFESSIONALS AND OFFICE (SEPB), section local 574, CTC-FTQ**
Pierre Bédard Vice-president, Human Resources	Hélène Tougas Union President
Socheata Chin Human Resources Business Partner	Christine Daigneault Union Vice-president
Melanie Belzile Senior Human Resources Business Partner	Stéphane Fournier Secretary-Treasurer
Sylvie Scelsa Director – Client Experience	Anne Frédérique Titley Union advisor & Lawyer
John Ireland Senior Vice-President of Organizational Effectiveness	Caroline Duval Union advisor & Lawyer

APPENDIX A – SALARY RANGE (FROM APRIL TO MARCH)

April 1st	Hourly wage			
	2023 (2%)	2024 (1.75%)	2025 (1.5%)	2026 (1.5%)
STEP 1	20.79$	21.15$	21.47$	21.29$
STEP 2	23.19$	23.60$	23.95$	24.31$
STEP 3	25.90$	26.35$	26.75$	27.15$
STEP 4	27.40$	27.88$	28.29$	28.72$
STEP 5	28.91$	29.41$	29.85$	30.30$
STEP 6	30.59$	31.13$	31.59$	32.07$
STEP 7	32.27$	32.84$	33.33$	33.83$

Level 1 (WS3): Step 1 to 5, Level 2 (WS4): Step 2 to 6, Level 3 (WS5): Step scale 2 to 7

APPENDIX B – TEMPORARY EMPLOYEES

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

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

- 1
- 2
- 3
- 4
- 6
- 7
- 9
- 10
- 18.01
- 18.02
- 18.03
- 18.04
- 19
- 20.01 à 20.10
- 21.11
- Annexe A

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

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

If the period of employment exceeds one (1) year, the temporary employee shall receive a salary increase stipulated in article 17.07 equal to the salary increase provided for in their wage progression.

LETTER OF AGREEMENT #1

MAINTAINING BENEFITS

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

- Health insurance plan
- Disability benefit plans (SDB – ADB – LTD)
- Retirement savings program Survivor protection plan

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

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

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

LETTER OF AGREEMENT #2

EXTRINSIC EVIDENCE

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