

COLLECTIVE AGREEMENT

BETWEEN

TELE-DIRECT (PUBLICATIONS) INC.
(hereinafter referred to as the "Corporation")

AND

SYNDICAT DES EMPLOYÉES ET EMPLOYÉS
PROFESSIONNELS-LES ET DE BUREAU,
LOCAL 57
(hereinafter referred to as the "Union")

1995 - 1998

(This translation of the French version of the Agreement)



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ARTICLE 1 - DEFINITIONS

- 1.01 The word **employee**, each time it is mentioned in this Agreement, means all employees of the Corporation who are governed by this Agreement, **as** stipulated in Paragraph 3.01.
- 1.02 (a) **Regular employee** means an employee whose employment is reasonably expected to continue for longer than one (1) year, although such employment may be terminated earlier by action on the part of the employee or the Corporation.
- (b) (i) **Temporary employee** means a person hired to replace employees who are absent due to vacation, accident, sickness, union business, maternity leave or leave authorized by the Corporation;
- (ii) **Temporary employee** also means a person hired to carry out a project for a specific situation, whose period of employment shall not exceed one (1) year. This period may be extended by **six** (6) months upon written notification to the Union. Thereafter, the period may be extended upon written agreement with the President of the Union.
- (iii) The Union shall be advised in writing, at the time of hiring, **of** the names **of** persons hired on a temporary basis, the reasons, and the approximate period of employment, if known.
- (iv) The working conditions applicable to temporary employees are stipulated in Exhibit F.

- (c) **Full-time employee** means an employee who is normally required to work the basic hours of work.
- (d) **Part-time employee** means an employee who is normally required to work less than the basic hours of work.
- 1.03 **Shift** means the period of time, not exceeding the basic hours of work per day, which an employee is scheduled to work on any day, and of which he has been advised in advance.
- 1.04 **Half-shift** means one-half the duration of a shift.
- 1.05 **Day shift** means a shift which is worked, in whole or in part, between 7 A.M. and 6 P.M. on any day of the week.
- 1.06 **Evening shift** means a shift which is worked, in whole or in part, between 4 P.M. and 12 A.M. on any day of the week.
- 1.07 **Night shift** means a shift which is worked, in whole or in part, between 11 P.M. and 7 A.M. on any day of the week.
- 1.08 **Function:** an organized grouping of a certain number of tasks. The Corporation shall provide any salaried employee who requests his job description with such description, if available.
- 1.09 **Position:** the assignment of a salaried employee to one of the functions appearing in Exhibit A of this Agreement.
- 1.10 The **term promotion** means the transfer of an employee from a given wage schedule to a higher wage schedule.
- 1.11 The **term transfer** means the transfer of an employee from a given wage schedule to an equal wage schedule.

- 1.12 The term demotion means the transfer of an employee ~~from~~ a given wage schedule to a lower wage schedule.
- 1.13 The definition of **spouse** is that stipulated in the *Labour Standards Act*.
- 1.14 Same-sex **partner**
A same-sex partner is defined as:
- (a) a person who has been continuously cohabiting with a person of the same sex for at least one (1) year,
 - and
 - (b) a person who has been publicly displaying himself as a sexual partner for at least the same period of time.

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

ARTICLE 2 - DECLARATION BY THE PARTIES

- 2.01 **Purpose**
The purpose of this Agreement is to maintain a harmonious relationship between the Corporation and its employees represented by the Union, to establish a procedure for settling grievances which may arise between the Corporation and the Union and to define the working conditions for employees represented by the Union, as stipulated in Paragraph 3.01.
- 2.02 In the event of any provision of this **Agreement** being illegal, only said provision **shall** become null and void.

2.03 Discrimination and Harassment

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

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

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

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

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

2.05 Working Language

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

- 2.06** (1) The Corporation shall provide each employee with a French and English copy of this Agreement.

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

2.07 **Bulletin Boards**

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

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

ARTICLE 3 - RIGHTS OF THE PARTIES

3.01 **Union Recognition**

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

3.02 **Management Rights**

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

ARTICLE 4 - UNION SYSTEM

4.01 **Union Dues**

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

the dues. The Union executive must receive a copy of this report.

4.02 Release of Corporation from Liability

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

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

ARTICLE 5 - UNION STEWARDS

5.01 The number of Union Stewards shall not exceed eighteen (18), including the Union executive and the members or representatives of the various committees stipulated in the Agreement. The Union agrees to notify the Corporation of the name of each Union Steward and of the department(s) in which he acts as a Union Steward. There shall be no more than three (3) Union Stewards per Manager (Level II). A Union Steward shall not act as such until the Corporation has been notified of his appointment. The substitute Union Steward shall only act when the Union Steward cannot act.

5.02 Before changing the status of any Union Steward who is to continue in the Corporation's employ, such Union Steward

shall be allowed reasonable time to transfer his duties as a Union Steward to his successor.

5.03 When an employee is hired, transferred, reclassified, or promoted, the Corporation shall notify the appropriate Union Steward at the time the employee is informed or immediately thereafter.

**ARTICLE 6 -
TIME ALLOWED FOR UNION BUSINESS**

6.01 The Corporation **agrees** that:

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

(b) A Union Steward may discuss a grievance with a grievor or with management, or attend meetings with representatives of the Corporation on behalf of the Union, during his scheduled working hours without deduction of such time **off** in the computation of the time worked for the Corporation, and without deduction of wages in respect thereof, provided that such Union Steward arranges with his immediate

superior, subject to service requirements, for all time
off the job required for the above purposes.

- 6.02 Authorized bargaining representatives of the Union, as referred to in Article 7 of the Agreement, may attend pre-bargaining meetings held by the Union to prepare for bargaining with the Corporation without deduction of such time off in the computation of the time worked for the Corporation, and without deduction of wages in respect thereof, up to a maximum of three (3) days per representative, provided that the Corporation is given the names of the authorized bargaining representatives at least five (5) days before the authorized time off is to begin.
- 6.03 An authorized bargaining representative of the Union may have time off from work during his scheduled working hours for purposes of bargaining without deduction of such time off in the computation of the time worked for the Corporation, and without deduction of wages in respect thereof, provided that such time is actually devoted to collective bargaining with management. During a strike or a lock-out, the provisions of this Paragraph shall not apply.
- 6.04 (a) Union Stewards may attend post-negotiation meetings during their scheduled working hours without deduction of wages in respect thereof, up to a maximum of two (2) days, provided that such meetings are held at a time agreed upon by the Corporation and the Union.
- (b) Union Stewards may, without deduction of time off in the computation of the time worked for the Corporation, attend to other business of the Union

during scheduled working hours, provided that they arrange with their immediate superiors, subject to service requirements, for all time ~~off~~ the job required for the above purposes. The ~~total~~ time ~~off~~ taken by all Union Stewards in the bargaining unit shall not exceed one hundred (100) calendar days per year. No more than three (3) Union Stewards shall be granted such time ~~off~~ at the same time. A Union Steward shall not take ~~off~~ more than thirty (30) consecutive calendar days at a time. All time ~~off~~ so required shall be granted as time ~~off~~ without pay.

- (c) The Corporation shall pay the Union Steward, on behalf of the Union, his basic rate of pay for the entire duration of the time ~~off~~ without pay granted him to attend to other business of the Union. Any amount so paid by the Corporation shall be billed to the Union, which shall remit such amount to the Corporation within thirty (30) days of receipt of the bill.
- (d) Authorization requests for time ~~off~~ without pay to attend to other business of the Union in excess of five (5) days must be submitted to the Union Steward's immediate superior at least twenty-one (21) days before the time ~~off~~ without pay is to begin.

ARTICLE 7 - BARGAINING PROCEDURE

- 7.01 All negotiations with a view to the completion of a collective agreement or to effecting changes or modifications in this

Agreement shall be conducted between the authorized bargaining representatives of the Union, not to exceed five (5) employees, on the one hand, and the designated bargaining representatives of the Corporation on the other hand.

- 7.02 The General Officer of the Union may participate in all negotiations at the request of the Union or of the Corporation.
- 7.03 Each party shall bear the expenses incurred by its own representatives in attending meetings or proceedings contemplated by this Agreement, and all joint expenses incurred in respect of such meetings and proceedings shall be borne by the parties in equal shares.

ARTICLE 8 - HEALTH AND SAFETY

8.01 **Principle**

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

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

ARTICLE 9 - DISCIPLINE

9.01 **Method**

(1) For any disciplinary measure, the employee shall be provided with a written notification containing an

account of the reasons, The Union shall be provided with a copy of the disciplinary notification.

- (2) To be included in the file, verbal notification shall first be confirmed in writing with the employee and the Union shall be provided with a copy.
- (3) No employee shall receive a written reprimand or a written warning, be suspended, demoted or dismissed for any reason except for **just** cause.

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

9.03 **Dismissal**

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

9.04 **Employee File**

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

9.05 **Right to Grieve**

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

9.06 **Burden of Proof**

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

9.07 **Suspension of Seniority**

A suspension shall not interrupt the employee's seniority.

9.08 **Prescription on a Disciplinary Measure**

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

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

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

ARTICLE 10 - GRIEVANCES

- 10.01 (a) **Grievance** means any dispute relating to the interpretation, administration or alleged violation of any provisions of this Agreement, or of any matter not

covered by *this* Agreement which relates to working conditions.

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

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

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

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

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

10.05 Individual and Group Grievances

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

10.06 Step 1

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

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

10.07 Step 2

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

10.08 Step 3

Where a grievance other than one concerning the interpretation, administration or alleged violation of the Agreement has not been settled at Step 2, it may be submitted by the President or Vice-President of the Union

to the appropriate Vice-President or his representative, as the case may be, within twenty (20) working days of the disposition of the matter at Step 2.

The appropriate Vice-President or his representative shall meet with the President or Vice-President of the Union and shall provide the Union, within ten (10) working days following the presentation of the grievance to him, with a written statement which shall constitute the final resolution of any grievance other than one concerning the interpretation, administration or alleged violation of this Agreement.

10.09 Union Grievance

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

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

Corporation Grievance

(b) The Corporation may submit a grievance directly to the President of the Union. Such grievance shall be

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

10.10 Time Limits

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

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

10.12 Time limits may be extended by mutual written consent.

10.13 General

- (a) All grievances shall be submitted in writing and shall be signed by the grievor, or by the Union on behalf of the employee.
- (b) **A** technical error in the written account of the grievance shall not as such result in the cancellation of the grievance.
- (c) The grievance shall contain a brief description of the nature of the disagreement and shall stipulate the resolution required.

- (d) The grievance shall be resolved in writing and shall be signed by the President or Vice-President of the Union, the grievor and/or grievors, and the representatives of the Corporation. Such resolution shall be binding upon the grievor or grievors, the Union and the Corporation.

ARTICLE 11 -ARBITRATION

11.01 Method

Where a grievance has not been settled at Step 2 as stipulated in Paragraph 10.07 of the grievance procedure, the Union shall, within a time limit not to exceed twenty (20) working days, advise the Corporation in writing of its intent to submit the grievance to arbitration, failing which the grievance shall be abandoned, It is expressly agreed that the right to arbitration does not extend to any matters other than those concerning the interpretation, administration or alleged violation of this Agreement.

11.02 Choice of Arbitrator

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

11.03 Arbitrator's Powers and Duties

The arbitrator shall render his decision in accordance with the provisions of this Agreement; he shall not

have the right to alter, change or amend any part of the Agreement or to make additions to it.

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

11.04 Verdict

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

11.05 Cost of Arbitration

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

ARTICLE 12 - SENIORITY

- 12.01** For employees hired before the effective date of the Agreement, the net credited service **sho** on the Corporation records shall be recognized **as** Corporation seniority.

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

- (a) for the purpose of calculating vacation, establishing the pension fund, ~~insurance and/or~~ any monetary benefit, the net credited service shown on the Corporation records shall be recognized **as** Corporation seniority;
- (b) for any other matter regarding the application of the Agreement, bargaining unit seniority shall be determined by the most recent date of entry into the bargaining unit.

12.03 A ~~complete~~ list of Corporation and bargaining unit seniority shall be posted within forty-five (45) days of the signing of this Agreement and revised **annually**. A copy **shall** be forwarded to the President of the Union.

12.04 Probationary Period

- (1) **Any** new employee shall be subject to a probationary period of one hundred and twenty (120) days worked cumulatively. This period may be extended upon agreement with the Union.
- (2) A temporary employee who is appointed to a regular position shall be subject to the probationary period **as** provided for in the preceding paragraph. ~~In~~ such a case, the time worked **as** a temporary employee **shall** be counted in his probationary ~~period~~, provided that he has worked a minimum of thirty (30) days cumulatively.

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

12.05 Acquisition of Seniority

- (1) At the end of the probationary period, seniority shall take effect **as** of the date the employee's probationary period began.
- (2) Seniority of a temporary employee who is appointed to a regular position shall be retroactive to the starting date as a temporary employee.

12.06 Continuous Service and Authorized Absences

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

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

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

ARTICLE: 13 - TRANSFERS

- 13.01 (1) (a) Where the Corporation decides to fill a regular or newly created position covered by this Agreement, it shall post said position on the bulletin boards designated for such purpose and in the other establishments for a period of five **(5)** working days.
- (b) Where the Corporation decides to fill a position which is temporarily unoccupied, or a temporary position as provided for in Subparagraph 1.02 (b) (ii), for a period of six **(6)** or more months, it shall post the position **as** stipulated in this Article.
- (2) The posting shall indicate, among other things:
- (a) the title and grade;
 - (b) the status of the position and its duration if available where the position ~~is~~ temporary;
 - (c) the title of the immediate superior;
 - (d) a brief description of the job;
 - (e) the shift;
 - (f)** the requirements;
 - (g) the establishment;
 - (h) the posting period;
 - (i) the starting date, if necessary.
- (3) The Corporation may use **tests** and **exams as** selection criteria.
- 13.02 (1) Any employee shall have the right, during the posting period, to submit his candidacy to the Personnel

department and shall, for information purposes, send an exact copy to his immediate superior.

(2) Restrictions

The following employees may submit their candidacy for a position:

- a regular employee who has occupied a regular position for more than **six (6)** months;
- a regular employee **who** occupies a position following a displacement under Article 14 of the Agreement;
- a regular employee who has occupied, for more than six **(6)** months, a temporary position obtained through the posting procedure, where the position posted represents a promotion in relation to his regular position.

The Corporation may prevent employees in certain positions from submitting their candidacy as provided for in Paragraph **13.01**, for a certain time, for reasons related to the proper running of operations. The Corporation shall advise the employees and the Union in advance. This Subparagraph shall not apply to employees who submit their candidacy for a position which allows them to obtain a promotion.

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

- 13.03** (1) The position shall be granted to the candidate who meets the required qualifications.

(2) Where two (2) or more candidates meet the required qualifications to a relatively equal degree, seniority shall prevail.

(3) (i) Requirements shall be established by the Corporation and shall be relevant to and in connection with the position.

(ii) Required qualifications shall include the specific requirements and the employee's performance appraisal. The **performance** appraisal shall not be subject to the grievance procedure.

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

(5) However, the Corporation may give priority to **an** employee who requests a demotion.

13.04 Should there be no candidacies submitted, or should no employees having submitted their candidacy meet the required qualifications, the Corporation may fill the position as it sees fit.

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

(2) any time during this period, the employee may, for a serious reason, relinquish his position and return to

his previous function or to an equal function. In such case, the period of **six (6)** months provided for in Paragraph **13.02** shall begin again.

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

13.06 Notwithstanding the provisions of Subparagraph **12.02 (b)**, where an employee who occupies a position covered by this Agreement is transferred or promoted to a position not covered by this Agreement, he shall accumulate seniority for a period of twelve **(12)** months following his transfer or promotion to a position not covered by this Agreement. Following this period of twelve **(12)** months, the employee shall retain his bargaining unit seniority, but shall no longer accumulate it. The employee may re-enter the bargaining unit by submitting his candidacy in response to a posting.

ARTICLE 14 - STAFF REDUCTION

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

advise the Corporation within the required time limit, his name shall be placed on the recall list.

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

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

14.03 (a) The regular employee thus affected shall displace the employee with the least seniority within the same grade (corresponding wage schedule) on the same shift, provided that he meets the requirements of the function.

(b) Where the regular employee does not meet the requirements of the function, he shall displace an employee in inverse order of seniority within the same grade (corresponding wage schedule) on the same shift, provided that he meets the requirements of the function.

(c) Thereafter, the employee who cannot displace another employee in accordance with Subparagraph (b) may displace the employee with the least seniority within the same grade on any other shift, based on the system provided for in Subparagraph (b).

(d) The regular employee ~~who~~ cannot displace another employee in accordance with Subparagraphs (b) or (c) shall exercise the same displacement rights within a lower grade (lower wage schedule) on the same shift, if necessary.

(e) It is understood that, in the above-mentioned displacement case, the least senior employee to be displaced shall be ~~an~~ employee who works the same number of hours, without limiting the possibility of displacing a part-time employee.

(f) The employee who displaces another may do so in his establishment, or he may displace an employee in any of the other establishments in the certification unit according to the procedure described in this Article.

14.04 An employee thus displaced ~~&om~~ his functions shall have the right to displace another employee with less seniority in accordance with the preceding rules.

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

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

(a) to any existing **temporary** position with an equal or lower grade where the employee can ~~take~~ the place of a temporary employee;

- (b) to any unoccupied position within an equal or lower grade where the employee can do the job;
- 14.06 (1) The displaced employee shall have the right to a probationary period not to exceed sixty (60) days worked in his new function.
- (2) Where the Corporation is not satisfied with the employee, it may displace him to another function in accordance with the provisions of Subparagraph 14.03 (d).
- 14.07 The Corporation may pay part of the moving costs of any employee who is displaced or recalled.
- 14.08 The employee who is displaced to a lower function following the application of Paragraph 14.03 shall maintain his salary and shall no longer be on the wage schedule if his rate of pay at the time of his displacement is greater than the maximum rate of pay on the wage schedule for his new function. The employee shall return to the wage schedule of his new function, at the maximum rate of pay, as soon as such rate of pay increases sufficiently. During the period in which the employee is not on the wage schedule, he shall not receive wage increases.
- After a period of one (1) year following his displacement to a lower function, the employee shall be paid the rate of pay for the function he occupies. The employee shall also be paid the rate of pay for the function occupied after obtaining a position through the posting procedure during the same period.

14.09 Notwithstanding the provisions of Paragraphs **14.01**, **14.02** and **14.03**, the employee affected by a staff reduction may choose to resign instead of displacing another employee and shall receive severance pay equal to one (1) week's salary for each complete year of seniority, up to a maximum of twenty-six (26) weeks.

In such case, the employee shall not be covered by the recall clause.

14.10 (1) Within a maximum period of twelve (12) months, or a period equal to the employee's seniority if less than twelve (12) months, following his layoff, the regular employee shall be recalled in order of seniority to the function he occupied prior to his layoff, or any other regular function within the same or a lower grade, provided that he has the required qualifications.

During the employee's recall to the function he occupied prior to his layoff, the posting procedure shall be suspended.

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

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

The employee shall confirm, within two (2) working days, his acceptance to return to work. The date of return to work shall be at least five (5) working days following the date of acceptance, unless the Corporation and the employee agree on another date. The employer shall confirm the employee's acceptance or refusal and the date of return to work by registered letter.

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

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

ARTICLE 15 - TECHNOLOGICAL CHANGES

15.01 Definition

For the purposes of this Agreement, a **technological** change shall be defined as a change made to the Corporation's operations through its use of new machines, new equipment or substantially new work **methods** which directly results in either the abolishment of one or more positions held by a regular employee, or a substantial change to the **tasks** involved in a position held by a **regular** employee, and which **requires** the employee to have new qualifications which are not related to those previously required.

15.02 Notification

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

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

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

15.05 An employee who becomes surplus shall displace another employee in accordance with the procedure set forth in Article 14.

ARTICLE 16 - WAGE ADMINISTRATION

16.01 The parties agree that the clerical job evaluation method is appropriate for establishing the relative values of jobs. The Corporation agrees to use this method to grade its jobs, and to advise the Union of the grading of jobs occupied by employees covered by this Agreement.

16.02 The wage schedules for functions included in the bargaining unit are set forth in Exhibit C,

The basic rates of pay for clerical jobs which have not been graded by the job evaluation method and for jobs other than those listed in Exhibit A shall be determined by the Corporation.

16.03 The rates of pay for employees who work less than the basic hours per week shall not be less than the pro rata proportion of the rates of pay hereby established.

16.04 Temporary Work Assignments

(a) Where an employee is temporarily assigned to a job in a higher grade for one (1) week or more, pay treatment shall be determined in accordance with the provisions of Paragraph 16.08 below.

(b) If the temporary assignment referred to in (a) above is for one (1) day or more, but less than one (1) week, the pay treatment stipulated in Paragraph 16.08 shall be prorated based on the number of days the employee was temporarily assigned to the higher grade.

16.05 Involuntary Demotion

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

(1) Where, at the time of demotion, his rate of pay is lesser than the maximum rate on the wage schedule of his new grade, the employee shall retain his rate of pay and receive wage increases thereafter in accordance with the conditions set forth in this Agreement for his new grade.

(2) Where, at the time of demotion, his rate of pay is greater than the maximum rate on the wage schedule

of his new grade, the employee shall retain his rate of pay and shall no longer be on the wage schedule. He shall return to the wage schedule of his new grade, at the maximum rate, as soon as such rate increases sufficiently. During the period in which the employee is not on the wage schedule, he shall not receive wage increases.

16.06 Salary Increases

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

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

16.08 **Promotion**

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

16.09 **Pay Days**

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

(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.

16.10 **Higher Rates of Pay**

Under certain special circumstances, of which the Union shall be notified, higher rates than those called for by the

wage schedules in this Agreement may be paid by the Corporation to certain employees when, in the Corporation's judgment, such rates are appropriate.

16.11 **Pay Stub**

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

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

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

ARTICLE 17 - DIFFERENTIAL AND PREMIUM PAY

Differentials

17.01 Where an employee is required to work an evening or night shift, he shall be paid a differential of fifty cents (\$0.50) for each hour, or part thereof, which falls within the evening or night shift.

17.02 A differential shall not be paid for:

- (a) periods for which an employee is being paid in accordance with the terms of overtime pay;
- (b) paid absences.

Supervision Premium

17.03 An employee who is assigned, at any time, to supervise other employees in the absence of management, for less than one (1) week, shall be paid a supervision premium of four dollars (\$4.00) where the employee is so assigned for a minimum of three (3) but not more than five (5) hours in a day, and eight dollars (\$8.00) where the employee is so assigned for more than five (5) hours in a day.

Demonstration Premium

17.04 An employee who occupies a job other than that of Senior Clerk currently appearing in Exhibit A, or a job which may be created during the term of this Agreement, and who is assigned to show or explain a work method or procedure, shall be entitled to receive a demonstration premium of one dollar (\$1.00) per hour, or part thereof, during which the employee is so assigned and performs such assignment. The minimum period of each such assignment shall be one (1) hour.

Premium Pay for Change in Shift

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

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

17.07 Where the change is made in accordance with the provisions of Paragraph 18.11, no premium shall apply for the change in shift.

Premium Pay for Consecutive Saturdays Worked

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

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

Sunday Premium Pay

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

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

- (b) An employee who works the basic hours on at least thirteen (13) days in a five (5) week half-period shall be entitled to one (1) full day off with pay in the following ten (10) week period.
- (c) An employee who works the basic hours on fewer than thirteen (13) days in a five (5) week half-period shall be entitled to one (1) half-day off with pay in the following ten (10) week period.
- (d) The Corporation may grant the accumulated time separately or consecutively in the two (2) five (5) week half-periods which serve to determine the entitlement.
- (e) The day(s) or half-day(s) off granted in accordance with the provisions of Subparagraph 18.03(b), (c) or (d) shall be considered as a (several) day(s) or half-day(s) worked for the purposes of determining an employee's entitlement to time off in the following ten (10) week period.

18.04 In addition to the compensating time off granted in accordance with the provisions of Paragraph 18.03 above, a full-time employee who has worked his basic hours of work for at least twenty-five (25) weeks of the previous calendar year shall be entitled to an additional compensating day off with pay on a day determined by the Corporation during the current calendar year.

The hours paid by the Corporation in accordance with this Agreement or with the law shall be considered as basic hours worked for the purposes of applying this Article,

Part-Time Employees

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

Arrangement and Assignment of Shifts

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

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

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

18.13 Shifts shall be assigned by the Corporation based on service requirements, with consideration being given to seniority within the group,

Meal Period

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

Rest Period

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

Flex Time

18.16 The Corporation shall determine which departments are subject to flex time. The employee shall then choose his hours

of work by reconciling departmental requirements, the spirit of cooperation among employees, and each employee's sense of responsibility.

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

- (a) The department shall establish the flex time periods within the following hour limits:
 - (i) 7 A.M. to 9:45 A.M.
 - (ii) 3:15 P.M. to 6 P.M.
- (b) The core work periods are the following:
 - (i) 9:45 A.M. to 11 A.M.
 - (ii) 2 P.M. to 3:15 P.M.

Employees must be at work during the core periods.

ARTICLE 19 - OVERTIME

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

(a) in excess of 7.5 hours, whatever the day,

or

(b) on a day outside the employee's weekly schedule.

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

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

- (b) for overtime in excess of three (3) hours in one (1) week, at the employee's hourly rate multiplied by two for the overtime hours worked.
- 19.03** Where a part-time employee is required to work more than his scheduled hours, whatever the day, he shall be paid straight time for up to 7.5 hours, and time and one-half for subsequent hours.
- 19.04** Where a part-time employee is required to work more than his scheduled **shifts** in a given week, he shall be paid straight time for up to 35.85 hours, on the basis of ten (10) half-shifts, and time and one-half for subsequent hours.
- 19.05** Where a part-time employee has worked a **total** of 35.85 hours, on the basis of ten (10) half-shifts in a given week, he shall be paid double time for any additional overtime he may work in excess of three (3) hours in such week.
- 19.06 (a)** Where an employee is required to work overtime which immediately precedes or continues after his shift (continuous), he shall be paid for the total additional minutes worked in excess of nine (9) minutes, in accordance with the provisions of Paragraph 19.03 above.
- (b) If an employee has not been given two (2) hours' notice to work one (1) or more hours of continuous overtime (as referred to in (a) above), he shall receive one (1) additional hour's pay at his normal rate of pay.
- 19.07** Where an employee is required to work two or more consecutive hours of overtime, he shall be entitled to a paid fifteen (15) minute rest **period**, at his normal rate of pay, for

these hours. The fifteen (15) minute rest period shall be taken before the employee works the overtime.

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

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

19.09 (a) Where an employee is required to work overtime which does not either immediately precede or continue after his shift (non-continuous), he shall be paid for the total additional minutes worked in accordance with the terms of overtime payment.

(b) If an employee has not been given forty-eight (48) hours' notice of such non-continuous overtime, he shall receive one (1) additional hour's pay.

(c) If the amount to which an employee would be entitled under the provisions of (a) and (b) above is less than 3.75 hours of pay, he shall receive a payment equal to 3.75 hours of pay.

(d) It is understood that, where an employee works overtime on a job within a lower grade than his own, his overtime payment shall be calculated by taking his regular salary and multiplying it in accordance with the procedure set forth above.

- 19.10 (a) The Corporation shall distribute overtime equitably, taking into consideration the qualifications required to do the work.
- (b) Overtime shall be voluntary. However, where the number of employees is insufficient, the Corporation shall assign qualified employees **to** do the work, in inverse order of seniority.

ARTICLE 20 - HOLIDAYS

- 20.01** The following shall be recognized as Corporation holidays:
- New Year's Day
 - Good Friday
 - ~~Easter~~ Monday
 - Victoria Day
 - Saint-Jean-Baptiste Day
 - Canada Day
 - Labour Day
 - Thanksgiving Day
 - Christmas Day
 - Boxing Day
- 20.02** Where a Corporation holiday falls on a Sunday, it shall be observed on the following day.
- 20.03** Where a Corporation holiday falls on a weekday, ~~from~~ Monday to Friday, it shall be included in the schedule for all employees for that week.
- 20.04** Where a Corporation holiday falls on a ~~S&~~ Jay, the Corporation shall either include it in the ~~weekly schedule~~ of an employee or grant another day ~~off~~ with pay, payment of

which shall be calculated in accordance with Paragraph **20.11**, outside the annual vacation period on a day determined by the Corporation.

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

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

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

Pay for Work on a Holiday

20.07 (a) Where ~~a~~ full-time employee is required to work on a Corporation holiday which is included in ~~his~~ weekly schedule:

- (i) he shall be paid his basic rate of pay for that day,
or
- (ii) he may be granted a day **off** with pay at a time convenient to him and the Corporation, provided that he ~~works his~~ basic hours on such holiday.

- (b) In addition, he shall be paid time and one-half for the hours worked between midnight on the eve of the holiday and midnight on the holiday.
- 20.08** (a) Where a part-time employee is required to work on a Corporation holiday which is included in his weekly schedule, he shall be paid as follows:
- (i) 10% of his earnings, exclusive of overtime and differential payments, for the pay period immediately preceding the holiday and, in addition,
 - (ii) time and one-half for the hours worked between midnight on the eve of the holiday and midnight on the holiday.
- (b) However, if the employee is required to work on Saint-Jean-Baptiste Day and if he has been on the payroll for ten (10) days between June 1 and June 23, the minimum payment shall be in accordance with the provisions of Paragraph 20.10.
- 20.09** If an employee has not been given 48 hours' notice to work on a holiday, he shall be paid double time for the hours worked up to the basic hours of work for that day, plus one (1) additional hour's pay at straight time.
- 20.10** Where an employee is required to work on a Saturday holiday which falls outside his weekly schedule, he shall be paid in accordance with the terms of overtime payment and shall be entitled to one (1) day off with pay as provided for in Paragraph 20.04.

Pay for Holiday not Worked

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

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

20.13 Day **Off** with Pay

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

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

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

percent (10%) of his earnings, exclusive of overtime and differential payments, for the pay period immediately preceding January 15.

ARTICLE 21 - ANNUAL VACATION

- 21.01** The employee shall be entitled to vacation with pay in accordance with the following provisions of this Article. For the purposes of determining the quantum of vacation to which an employee is entitled, the Corporation shall take into consideration the years of Corporation service as provided for in Article 12.
- 21.02** (a) In the year he is hired or rehired, a full-time employee shall be entitled to one (1) day of vacation with pay for each month of service completed in that calendar year, up to a limit of ten (10) days.
- (b) A part-time employee shall be entitled to the vacation outlined in (a) above, but on a pro rata basis of the basic days normally worked per week.
- (c) For the purposes of this Article:
- (i) For an employee hired or rehired between the first and the fifteenth day of the month inclusive, service shall be counted from the first day of such month.
- (ii) For an employee hired or rehired between the sixteenth and the last day of the month inclusive, service shall be counted from the first day of the following month.

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

Years of Net Credited Service	Weeks of Vacation
1	3
10	4
18	5
25	6

21.04 For the purposes of this Article, where a calendar week is spread over two (2) months, such week shall be considered to be in the month in which the Wednesday of that week falls. This rule shall apply in determining the end of April, for scheduling vacations in accordance with Paragraph 21.05, or for rescheduling vacations in accordance with Paragraph 21.08.

21.05 All vacations are for a **full** calendar year and may be scheduled between January 1 and the end of April of the following year. Vacation entitlement shall be determined based on net credited service in the year for which the vacation is granted.

21.06 **N**otwithstanding the provisions of Paragraph 21.03, an employee shall only be entitled to:

- (a) his full vacation if he completes **six (6)** months of service during the year in question;
 - (b) one **(1)** week's vacation if he completes less than **six (6)** months of service during the year in question.
- 21.07 Where a Corporation holiday falls during an employee's annual vacation, he shall be entitled to a day **off** with pay, on a day convenient to the employee and the Corporation.
- 21.08 Where an employee is taken ill or meets with an accident before leaving work on the last day preceding the vacation, and it is impossible for him to take his vacation, the Corporation shall reschedule such vacation at a later date in the calendar year for which the vacation is granted, or at another date in accordance with Paragraph 21.09.
- 21.09 (1) (a) The employee may take his vacation separately or in its entirety.
- (b) Vacation shall normally be taken in full weeks and **start** at the beginning of the calendar week.
- (2) (a) The Corporation shall prepare a vacation schedule which causes the least possible interference with the proper running of operations, before December 31 of each year; the immediate superior shall circulate the vacation schedule on which the employees may indicate, in order of seniority, their choice of vacation. The final choice of vacation shall be made no later than January 30 **and** shall be approved and posted no later than February 15.

(b) An employee may, upon agreement with his immediate superior, make a change to his choice of vacation, provided that such change does not affect any other choice which may have been made before.

(3) The Corporation shall honour the choice of vacation which may have been made by an employee who is displaced in accordance with Paragraph 14.02 before taking his vacation, provided that his choice has been made as stipulated in Subparagraph 21.09 (2) (a).

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

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

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

in addition,

(i) if an employee has less than six (6) years' net credited service, he shall also receive four percent (4%) calculated on any difference between his total earnings

in the calendar year for which the vacation is **granted**
and his basic pay for the calendar year,

or

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

Pay in Lieu of Vacation

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

21.13 Where an employee ~~resigns~~, is laid ~~off~~, is dismissed or has completed the work for which he was hired, he shall be granted pay in lieu of the vacation scheduled for the current calendar year. Such pay shall be calculated in accordance with Paragraphs **21.14** to **21.17** inclusive.

21.14 An employee with less than one **(1)** year's net credited service shall be entitled to four percent **(4%)** of the wages he earned during the entire period in question, reduced by the amount of the pay corresponding with the vacation days taken during such period.

21.15 An employee with one **(1)** or more years' net credited service who works six (6) or more months in the year he leaves the Corporation shall be entitled to the greater of the following:

- (a) three (3) weeks' pay if his net credited service is less than ten **(10)** years; four **(4)** weeks' pay if it is ten **(10)**

or more years but less than eighteen (18) years; five (5) weeks' pay if it is eighteen (18) or more years but less than twenty-five (25) years; and six (6) weeks' pay if it is twenty-five (25) or more years. He shall be paid his basic rate (or, for a part-time employee, at the pro rata proportion of his basic rate),

or

- (b) four percent (4%) of his earnings for the current calendar year if his net credited service is less than six (6) years; and six percent (6%) if it is six (6) or more years.

21.16 An employee with one (1) or more years' net credited service who works less than six (6) months in the year he leaves the Corporation shall be entitled the greater of the following:

- (a) one (1) week's pay at his basic rate (or, for a part-time employee, at the pro rata proportion of his basic rate),

or

- (b) four percent (4%) of his earnings for the current calendar year,

21.17 The amount of pay in lieu of vacation to be granted in accordance with Paragraphs 21.15 and 21.16 shall be reduced by the amount of the pay corresponding with the vacation days taken during the current calendar year before the employee left the Corporation.

ARTICLE 22 - PERSONAL LEAVES

Bereavement Leave

- 22.01** In the event of the death of his spouse, common-law spouse, same-sex partner, son or daughter, **an** employee shall be granted bereavement leave with pay of up to five **(5)** days from his scheduled shifts in the five **(5)** days immediately following the death.
- 22.02** In the event of the death of his father, mother, brother, sister, father-in-law, mother-in-law, mother or father of his **same-sex** partner, or any other relative residing in the same permanent residence as he does, an employee shall be granted bereavement leave with pay of up to three **(3)** days from his scheduled shifts in the five **(5)** days following the death.
- 22.03** When it is necessary for the employee to leave the city in which he works, the Corporation may extend the period of bereavement leave with pay provided for in Paragraphs **22.01** and **22.02** to a maximum of five **(5)** days with pay from the scheduled shifts in the seven **(7)** days immediately following the death.
- 22.04** In the event of the death of his grandparent or grandchild, an employee shall be granted, bereavement leave with pay of up to three **(3)** days from his scheduled **shifts** in the five **(5)** days immediately following the death.

Wedding Leave

- 22.05** The employee may take one **(1)** day **off** with no reduction in pay on his wedding day.

The employee may also take a day ~~off~~ without pay on the wedding day ~~of~~ his child, father, mother, brother, sister or spouse's child.

The employee shall notify the Corporation of such day ~~off~~ at least one (1) week in advance.

ARTICLE 23 - SICKNESS ABSENCE

23.01 Absence due to ~~Sickness~~

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

- (a) An employee with six (6) months but less than ~~two (2)~~ years' net credited service shall be paid for that period of absence in excess of four (4) consecutive half-shifts.
- (b) An employee with two (2) years but less than ~~four (4)~~ years' net credited service shall be paid for that period of absence in excess ~~of~~ two (2) consecutive half-shifts.
- (c) With regard to the provisions in (a) and (b) above, a return to ~~work~~ which does not exceed two (2) half-shifts shall not constitute an interruption in the period of absence or the continuity of the half-shifts. However, for the purposes of determining the eighth full calendar day of absence, any return to work shall constitute an interruption in the period of absence.
- (d) An employee with four (4) or more years' net credited service shall be paid for the entire period of absence,

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

ARTICLE 24 - PARENTAL LEAVE

- 24.01** The employee shall be entitled to maternity, adoption or parental leave in accordance with the provisions of the Labour Standards Act.
- 24.02** In addition, a regular employee who has six **(6)** full months of continuous service with the Corporation and who meets the conditions of eligibility set forth in the applicable corporate practices shall receive a supplemental pregnancy allowance in accordance with these same practices.
- 24.03** **An** employee who has six **(6)** full months of continuous service with the Corporation shall be entitled to child care or adoption leave, without pay, under the conditions of eligibility set forth in the applicable corporate practices currently in effect, or as amended from time to time following consultation with the Union.

ARTICLE 25 - TRAVEL TIME AND EXPENSES

Travel Time

- 25.01** Where an employee is required to travel, at the Corporation's request, outside his normal headquarters, the time spent travelling from his home to the location where he must work outside his shift shall be

considered as travel time, except when sleeping accommodation is provided en route. In such case, the period of time between 10 P.M. and 7 A.M. shall not be considered as travel time.

25.02 Travel time shall include unavoidable stopover time between connections and shall be paid at straight time.

25.03 Where an employee is required to travel, at the Corporation's request, to a work location ~~more~~ than fifteen (15) kilometres from his normal work location but inside his normal headquarters, the time spent travelling outside his shift which exceeds by fifteen (15) minutes or more, per one-way trip, the time normally spent travelling to his normal work location shall be considered as travel time within the meaning of this Article.

Transportation

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

25.05 Where an employee is required to work outside his headquarters, the Corporation shall pay approved transportation expenses between his headquarters and the location where he must work.

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

Board and Lodging

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

ARTICLE 26 - COST OF LIVING ALLOWANCE

- 26.01 If the March 1997 Consumer Price Index (CPI) exceeds the March 1996 CPI by more than two percent (2%), all employees shall receive a lump-sum payment. Such payment shall be equal to the result of the following calculation:

Lump-sum payment ■

$$\frac{\text{Annual basic salary}}{\text{March 1996 CPI}} \left[\left(\frac{\text{March 1997 CPI} - \text{March 1996 CPI}}{\text{March 1996 CPI}} \right) - 2\% \right]$$

Applicable tax deductions shall be made on the lump-sum payment.

The lump-sum payment shall be made on June 30, 1997, for employees who are still in the Corporation's employ on such date.

- 26.02 If the March 1998 Consumer Price Index (CPI) exceeds the March 1997 CPI by more than three percent (3%), all employees shall receive a lump-sum payment. Such

payment shall be equal to the result of the following calculation:

Lump-sum payment =

$$\frac{\text{Annual basic salary}}{\text{March 1997 CPI}} \times \left(\frac{\text{March 1998 CPI} - \text{March 1997 CPI}}{\text{March 1997 CPI}} \times 3\% \right)$$

Applicable tax deductions shall be made on the lump-sum payment.

The lump-sum payment shall be made on June 30, 1998, for employees who are ~~still~~ in the Corporation's employ on such date.

26.03 The CPI used for the purposes of this Article shall be the CPI - Canada ~~All Items~~ (last in effect prior to the signing of this Agreement) published by ~~Statistics~~ Canada or any successor department or agency.

26.04 Should the CPI be amended or discontinued prior to May 1998, the parties agree to consult with one another to find the means to give effect to the intent of this Article.

ARTICLE 27 - DURATION

27.01 This Agreement shall be effective from the date of its signing, and shall be and remain in force up to and including September 30, 1998.

27.02 ~~The~~ ~~ages~~ schedules appearing in Exhibit **C** reflect a one percent (1%) increase in the wage schedules and rates of

pay on September 30, 1996, and a two percent (2%) increase on September 29, 1997.

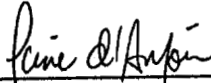
27.03 The Corporation and the Union agree that, during the period which follows the expiry of this Agreement, the working conditions contained herein shall continue to apply until one party or the other exercises its right to strike or lock-out.

27.04 The Exhibits form part of this Agreement.

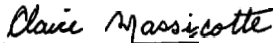
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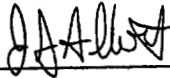
RAYMOND LAROCHELLE
Vice-president - Publishing



PIERRE D'ANJOU
Director - Human Resources

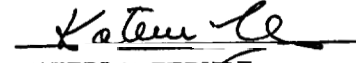


CLAIRE MASSICOTTE
Manager -
Personnel and Labour Relations



JEAN-FRANÇOIS ALBERT
Assistant Manager -
Labour Relations

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


LUCIE COUSINEAU
SYLVIE BOUCHARD
MARJOLAINE LÉONARD
CAROLE CAMPBELL
MONIQUE GRENIER
KATERI LEFEBVRE

its duly authorized bargaining
representatives

EXHIBIT A

BASIC RATES OF PAY

CLERICAL OCCUPATIONS

Clerk 4	Clerk Typist 6
Clerk 5	Senior Clerk 5
Clerk 6	Senior Clerk 6
Clerk 7	Senior Clerk 7
Clerk 8	Senior Clerk 8
Clerk Typist 4	Senior Clerk Typist 6
Clerk Typist 5	

ASSOCIATED OCCUPATIONS

Occupation	Wage Schedule
Office Porter	2
Basic Ad Assembler	3
Proof Quality Assurance Representative	3
Operator - Graphic Processing Centre	4
Advanced Ad Assembler	5
Layout Artist	6
Senior Layout Artist	7
Customer Service Representative	8

Note: Clerical and associated occupations, their grades and their rates of pay shall be processed in accordance with the job evaluation set forth in Exhibit E.

EXHIBIT B

LIST OF LOCALITIES

Applicable to all employees covered by this Agreement

Locality

Montréal

Québec

EXHIBIT C
 CEMICAL WAGE SCHEDULE
 WEEKLY RATES
 GRADE 4

STEP	EFFECTIVE					
	OCTOBER 1, 1995		SEPTEMBER 30, 1996		SEPTEMBER 29, 1997	
	REGULAR	HOURLY	REGULAR	HOURLY	REGULAR	HOURLY
1	\$328.75	\$ 9.17	\$332.05	\$ 9.26	\$338.69	\$ 9.45
2	\$365.23	\$10.19	\$368.88	\$10.29	\$375.26	\$10.50
3	\$392.50	\$10.95	\$396.43	\$11.06	\$404.35	\$11.28
4	\$411.91	\$11.49	\$416.03	\$11.60	\$424.35	\$11.84
5	\$442.12	\$12.33	\$446.54	\$12.45	\$455.47	\$12.70
6	\$465.89	\$12.97	\$469.74	\$13.10	\$479.14	\$13.36
7	\$498.24	\$13.90	\$503.22	\$14.04	\$513.29	\$14.32

Note: The interval from one step to the next shall be six months.

EXHIBIT C
CLERICAL WAGE SCHEDULE I

WEEKLY RATES
GRADE 5

STEP	OCTOBER 1, 1985		EFFECTIVE SEPTEMBER 30, 1986		SEPTEMBER 29, 1987	
	REGULAR	HOURLY	REGULAR	HOURLY	REGULAR	HOURLY
1	\$338.10	\$ 9.29	\$386.43	\$ 9.88	\$343.16	\$ 9.57
2	\$370.12	\$10.32	\$378.82	\$10.42	\$381.30	\$10.62
3	\$397.49	\$11.09	\$401.46	\$11.20	\$409.49	\$11.42
4	\$417.91	\$11.86	\$422.09	\$11.78	\$430.53	\$12.01
5	\$447.45	\$12.48	\$451.92	\$12.60	\$460.96	\$12.36
6	\$468.71	\$13.07	\$472.40	\$13.20	\$482.87	\$13.46
7	\$508.85	\$14.12	\$511.41	\$14.26	\$521.64	\$14.55
8	\$529.84	\$14.77	\$534.94	\$14.92	\$545.64	\$15.22
9	\$567.97	\$15.84	\$573.65	\$16.00	\$585.12	\$16.32

Note: The interval from one step to the next shall be six months.

EXHIBIT C
 CLERICAL WAGE SCHEDULE I
 WEEKLY RATES
 GRADE 6

STEP	EFFECTIVE					
	OCTOBER 1, 1995		SEPTEMBER 30, 1996		SEPTEMBER 29, 1997	
	REGULAR	HOURLY	REGULAR	HOURLY	REGULAR	HOURLY
1	\$343.09	\$ 9.57	\$346.52	\$ 9.67	\$353.45	\$ 9.86
2	\$381.20	\$10.63	\$385.01	\$10.74	\$392.71	\$10.95
3	\$409.36	\$11.42	\$413.45	\$11.53	\$421.72	\$11.76
4	\$430.35	\$12.00	\$434.65	\$12.12	\$443.35	\$12.36
5	\$450.60	\$12.85	\$465.21	\$12.98	\$474.51	\$13.24
6	\$482.34	\$13.45	\$487.16	\$13.58	\$496.91	\$13.86
7	\$511.00	\$14.25	\$516.11	\$14.39	\$526.43	\$14.68
8	\$553.57	\$15.44	\$559.11	\$15.59	\$570.29	\$15.91
9	\$584.32	\$16.30	\$590.16	\$16.46	\$601.97	\$16.79
10	\$638.25	\$17.80	\$644.63	\$17.98	\$657.53	\$18.34

Note: The interval from one step to the next shall be six months.

EXHIBIT C
 CHEMICAL WAGE SCHEDULE
 WORTH BARRIS
 GRADE 1

STEP	OCTOBER 1, 1995		SEPTEMBER 30, 1994		SEPTEMBER 29, 1993	
	REGULAR	HOURLY	REGULAR	HOURLY	REGULAR	HOURLY
1	\$356.48	\$ 9.94	\$350.04	\$10.04	\$267.25	\$10.24
2	\$392.66	\$10.55	\$395.88	\$11.06	\$404.51	\$11.28
3	\$428.30	\$11.89	\$434.20	\$12.11	\$442.88	\$12.55
4	\$464.35	\$12.97	\$459.28	\$13.20	\$468.07	\$13.05
5	\$476.93	\$13.30	\$481.73	\$13.48	\$491.55	\$13.70
6	\$496.37	\$13.85	\$501.83	\$13.99	\$511.38	\$14.27
7	\$539.01	\$15.09	\$544.40	\$15.18	\$558.29	\$15.48
8	\$581.93	\$16.28	\$587.76	\$16.39	\$599.50	\$16.72
9	\$621.84	\$17.54	\$627.76	\$17.51	\$640.31	\$17.86
10	\$688.54	\$19.21	\$688.49	\$19.40	\$709.83	\$19.79

Note: The interval from one step to the next shall be six months.

EXHIBIT C
CLERICAL WAGE SCHEDULE A
WEEKLY RATES
GRADE 8

STEP	EFFECTIVE					
	OCTOBER 1, 1986		SEPTEMBER 30, 1986		SEPTEMBER 29, 1987	
	REGULAR	HOURLY	REGULAR	HOURLY	REGULAR	HOURLY
1	\$388.78	\$10.98	\$587.72	\$11.03	\$405.67	\$11.81
2	\$427.25	\$11.94	\$632.23	\$12.06	\$440.87	\$12.80
3	\$440.05	\$12.27	\$644.45	\$12.39	\$453.34	\$12.84
4	\$455.94	\$12.72	\$660.50	\$12.85	\$469.71	\$13.10
5	\$487.86	\$13.51	\$692.74	\$13.75	\$502.59	\$14.02
6	\$512.80	\$14.39	\$717.93	\$14.44	\$528.29	\$14.73
7	\$573.01	\$15.98	\$783.74	\$16.14	\$590.31	\$16.46
8	\$612.95	\$17.10	\$819.08	\$17.27	\$631.48	\$17.52
9	\$649.92	\$18.13	\$856.42	\$18.31	\$669.55	\$18.68
10	\$731.10	\$20.39	\$988.41	\$20.59	\$753.18	\$21.01

Note: The interval from one step to the next shall be six months.

EXHIBIT C
 ASSOCIATED WAGE SCHEDULE 2
 WEEKLY RATES
 OFFICE PORTER

STEP	EFFECTIVE					
	OCTOBER 1, 1996		SEPTEMBER 30, 1996		SEPTEMBER 29, 1997	
	REGULAR	HOURLY	REGULAR	HOURLY	REGULAR	HOURLY
1	\$338.10	\$336.43	\$336.43	\$ 9.58	\$343.13	\$ 9.57
2	\$370.12	\$373.82	\$373.82	\$10.42	\$381.30	\$10.63
3	\$397.49	\$401.46	\$401.46	\$11.20	\$409.49	\$11.42
4	\$417.91	\$422.09	\$422.09	\$11.78	\$430.53	\$12.01
5	\$447.45	\$451.92	\$451.92	\$12.60	\$460.98	\$12.66
6	\$468.71	\$473.40	\$473.40	\$13.20	\$482.87	\$13.46
7	\$506.35	\$511.41	\$511.41	\$14.26	\$521.64	\$14.55
8	\$529.64	\$534.94	\$534.94	\$14.92	\$545.64	\$15.22
9	\$567.97	\$573.65	\$573.65	\$16.00	\$585.12	\$16.32

Note: The interval from one step to the next shall be six months.

EXHIBIT C
 ASSOCIATED WAGE SCHEDULE 8
 WEEKLY RATES
 PROF QUALITY ASSURANCE REPRESENTATIVE

STEP	EFFECTIVE					
	OCTOBER 1, 1995		SEPTEMBER 20, 1996		SEPTEMBER 23, 1997	
	REGULAR	HOURLY	REGULAR	HOURLY	REGULAR	HOURLY
1	\$333.19	\$ 9.57	\$346.52	\$ 9.67	\$353.55	\$ 9.66
2	\$381.20	\$10.63	\$395.01	\$10.74	\$392.71	\$10.95
3	\$409.35	\$11.42	\$413.45	\$11.53	\$421.72	\$11.73
4	\$430.35	\$12.00	\$434.65	\$12.12	\$443.35	\$12.30
5	\$490.60	\$12.85	\$495.21	\$12.98	\$474.51	\$12.24
6	\$492.24	\$13.45	\$497.15	\$13.53	\$496.31	\$13.26
7	\$511.00	\$14.25	\$516.11	\$14.39	\$526.43	\$14.60
8	\$553.57	\$15.44	\$559.11	\$15.59	\$570.25	\$15.91
9	\$584.32	\$16.30	\$590.16	\$16.45	\$601.97	\$16.79
10	\$588.25	\$17.80	\$644.63	\$17.98	\$657.53	\$18.34

Note: The interval from one step to the next shall be six months.

EXHIBIT C
 ASSOCIATED WAGE SCHEDULE 5
 WEEKLY RATES
 ADVANCED AD ASSEMBLER

STEP	EFFECTIVE					
	OCTOBER 1, 1995		SEPTEMBER 30, 1996		SEPTEMBER 29, 1997	
	REGULAR	HOURLY	REGULAR	HOURLY	REGULAR	HOURLY
1	\$380.92	\$10.63	\$384.78	\$10.74	\$392.42	\$10.95
2	\$443.65	\$12.38	\$448.09	\$12.50	\$457.05	\$12.75
3	\$468.75	\$13.08	\$473.44	\$13.21	\$482.91	\$13.48
4	\$495.21	\$13.81	\$500.16	\$13.95	\$510.17	\$14.23
5	\$530.30	\$14.79	\$535.60	\$14.94	\$546.32	\$15.24
6	\$559.37	\$15.60	\$564.96	\$15.76	\$576.25	\$16.07
7	\$605.27	\$16.88	\$611.32	\$17.05	\$623.55	\$17.39
8	\$652.25	\$18.15	\$658.81	\$18.37	\$671.99	\$18.74
9	\$715.56	\$19.96	\$722.72	\$20.16	\$737.17	\$20.56

Note: The interval from one step to the next shall be six months.

EXHIBIT C
ASSOCIATED WAGE SCHEDULE &
WEEKLY RATES
LAYOUT ARTIST

STEP	EFFECTIVE					
	OCTOBER 1, 1995		SEPTEMBER 30, 1996		SEPTEMBER 29, 1997	
	REGULAR	HOURLY	REGULAR	HOURLY	REGULAR	HOURLY
1	\$397.31	\$11.08	\$401.28	\$11.19	\$409.31	\$11.41
2	\$457.35	\$12.77	\$462.43	\$12.90	\$471.68	\$13.16
3	\$493.74	\$13.45	\$488.58	\$13.62	\$498.35	\$13.90
4	\$511.06	\$14.26	\$516.17	\$14.40	\$526.49	\$14.69
5	\$547.08	\$15.26	\$552.50	\$15.41	\$563.55	\$15.72
6	\$577.25	\$16.10	\$583.02	\$16.26	\$594.68	\$16.59
7	\$624.62	\$17.42	\$630.87	\$17.59	\$643.43	\$17.85
8	\$678.15	\$18.72	\$679.88	\$18.97	\$693.43	\$19.35
9	\$733.39	\$20.60	\$745.77	\$20.91	\$760.69	\$21.22

Note: The interval from one step to the next shall be six months.

EXHIBIT C
ASSOCIATED WAGE SCHEDULE 1
WEEKLY RATES
SENIOR LAYOUT ARTIST

STEP	OCTOBER 1, 1996		SEPTEMBER 30, 1996		SEPTEMBER 29, 1997	
	REGULAR	HOURLY	REGULAR	HOURLY	REGULAR	HOURLY
1	\$454.98	\$12.59	\$459.55	\$12.82	\$468.72	\$13.07
2	\$490.87	\$13.69	\$495.78	\$13.83	\$506.69	\$14.10
3	\$518.06	\$14.45	\$523.24	\$14.59	\$533.71	\$14.39
4	\$545.05	\$15.20	\$550.50	\$15.35	\$561.51	\$15.66
5	\$581.86	\$16.23	\$587.68	\$16.33	\$599.43	\$16.72
6	\$619.31	\$17.28	\$625.50	\$17.45	\$633.01	\$17.30
7	\$660.93	\$18.44	\$667.54	\$18.62	\$680.39	\$19.00
8	\$713.33	\$19.50	\$720.46	\$20.10	\$734.37	\$20.50
9	\$768.73	\$22.00	\$796.92	\$22.22	\$812.55	\$22.66

Note: The interval from one step to the next shall be six months.

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EXHIBIT C
 ASSOCIATED WAGE SCHEDULE 3
 WEEKLY RATES
 CUSTOMER SERVICE REPRESENTATIVE

STEP	EFFECTIVE					
	OCTOBER 1, 1995		SEPTEMBER 30, 1996		SEPTEMBER 29, 1997	
	REGULAR	HOURLY	REGULAR	HOURLY	REGULAR	HOURLY
1	\$425.13	\$11.86	\$429.38	\$11.98	\$437.97	\$12.22
2	\$458.85	\$12.80	\$463.44	\$12.93	\$472.71	\$13.19
3	\$485.46	\$13.54	\$490.31	\$13.69	\$500.12	\$13.95
4	\$507.37	\$14.15	\$512.44	\$14.29	\$522.69	\$14.58
5	\$551.86	\$15.39	\$557.38	\$15.54	\$568.53	\$15.85
6	\$588.84	\$16.43	\$594.73	\$16.59	\$606.62	\$16.93
7	\$635.08	\$17.71	\$641.43	\$17.89	\$654.26	\$18.24
8	\$682.13	\$18.47	\$688.75	\$18.95	\$682.13	\$19.03
9	\$690.81	\$19.27	\$697.72	\$19.46	\$711.57	\$19.85
10	\$739.51	\$20.63	\$746.91	\$20.84	\$761.84	\$21.25

Note: The interval from one step to the next shall be six months.

EXHIBIT C

**WAGE SCHEDULE 9
WEEKLY RATES**

Rates for employees covered by this Agreement but not included in the foregoing wage schedules shall be determined by the Corporation.

EXHIBIT D

LETTER OF AGREEMENT

**WORKING CONDITIONS REGARDING
THE COMPRESSED WORK WEEK**

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

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

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

1. Paragraphs 18.01 to 18.08 inclusive;
2. Paragraph 19.01 and Subparagraph 19.09 (c).

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

EXHIBIT D


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

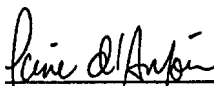
The parties may agree to change the application of the provisions contained in this letter of agreement to implement the compressed work week in a department.

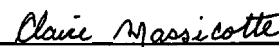
EXHIBIT D

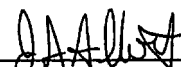
Signed in Montréal, this day / 4 of / 1996

**TELE-DIRECT
(PUBLICATIONS) INC.**


RAYMOND LAROCHELLE
Vice-President • Publishing

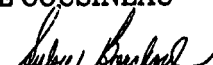

PIERRE D'ANJOU
Director • Human Resources


CLAIRE MASSICOTTE
Manager • Personnel and
Labour Relations


JEAN-FRANÇOIS ALBERT
Assistant Manager • Labour
Relations

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


LUCIE COUSINEAU


SYLVIE BOUCHARD


MARJOLAINE LÉONARD


CAROLE CAMPBELL


MONIQUE GRENIER


KATERI LEFEBVRE^F

its duly authorized bargaining
representatives

EXHIBIT E

**LETTER OF AGREEMENT BETWEEN
TELE-DIRECT (PUBLICATIONS) INC.**

AND

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

SUBJECT: JOB EVALUATION


1. Upon the signing of the Collective Agreement, the parties shall implement a job evaluation committee.
2. The ~~committee~~ shall be joint and made up of a maximum of three (3) representatives of each party.
3. The representatives of the Union shall not be subject to any loss of wages during the time spent on committee work.
4. ~~T~~committee shall meet as required.
5. The Corporation shall make available to the committee the information which will allow it to carry out its mandate.

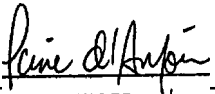
6. The committee's mandate shall be to submit to the Corporation all recommendations on any subject related to the new job evaluation plan and its application.
7. (a) The job evaluation and grading established following the application of the new evaluation plan shall replace the job grading and values determined following the application of the job evaluation method provided for in Paragraph 16.01 of the Collective Agreement. The new job evaluation plan shall replace, from the date it takes effect, the job evaluation method provided for in Paragraph 16.01 of the Collective Agreement.
(b) If, once the new job evaluation plan takes effect, a new function is created, or substantial changes are made to the content of a function that make it necessary to re-evaluate it, such function shall be evaluated in accordance with the evaluation plan in effect.
8. Employees covered by the new evaluation plan shall be paid in accordance with Exhibit C of the Collective Agreement.
9. The employee may file a grievance to contest his job evaluation and/or its grading. Such grievance shall be processed in accordance with Paragraph 10.08 of the Collective Agreement.
10. All jobs and associated occupations which exist at the time the Collective Agreement takes effect shall be evaluated under the new evaluation plan no later than December 31, 1996.

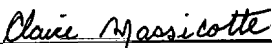
EXHIBIT E

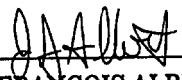
Signed in Montréal, this day 14 of MARS-1996

TELE-DIRECT
(PUBLICATIONS) INC.


RAYMOND LAROCHELLE
Vice-President - Publishing


PIERRE D'ANJOU
Director - Human Resources


~ & R E MASSICOTTE
Manager - Personnel and
Labour Relations


JEAN-FRANCOIS ALBERT
Assistant Manager - Labour
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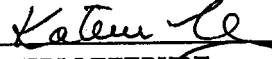

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MARJOLAINE LÉONARD


CAROLE CAMPBELL


MONIQUE GRENIER


KATERI LEFEBVRE

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representatives

EXHIBIT F

LETTER OF AGREEMENT REGARDING TEMPORARY EMPLOYEES

This letter of agreement shall govern the working conditions of temporary employees hired after the Collective Agreement takes effect.

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

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

Articles	1	Paragraphs	17.01
	2		18.01
	3		18.02
	4		18.14
	6		18.15
	8	Article	20
	10	Paragraph	21.14
	11		
Exhibit A			

EXHIBIT F

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

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


Temporary employees shall be paid in accordance with the wage schedules appearing in Exhibit C, but shall not be entitled to progress from one step to the next.

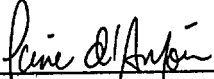
If the period of employment exceeds one (1) year, the temporary employee shall receive a wage increase on his service anniversary that is equal to the wage increase provided for in his wage progression.

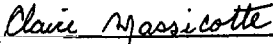
EXHIBIT F

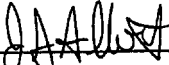
Signed in Montréal, this day 14 of MARS-1996

TELE-DIRECT
(PUBLICATIONS) INC.



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Vice-President • Publishing


PIERRE D'ANJOU
Director • Human Resources


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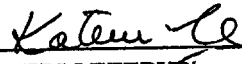

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EXHIBIT G

**LETTER OF AGREEMENT BETWEEN
TELE-DIRECT (PUBLICATIONS) INC.**

AND


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

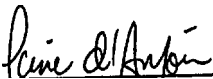
— The seniority of employees who occupied a position in the bargaining unit prior to the signing of the Collective Agreement and who now occupy a position not governed by the Collective Agreement shall be recognized as **follows**: the ~~total~~ amount of service accumulated **as an** employee in the bargaining unit plus twelve **(12)** months. The employee may ~~re-enter~~ the bargaining unit by submitting his candidacy in response to a posting.

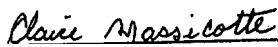
EXHIBIT G

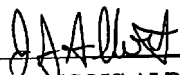
Signed in Montréal, this day 14 of MARS-1996

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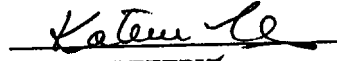

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