



COLLECTIVE AGREEMENT

BETWEEN

THE CITY OF CÔTE SAINT-LUC

AND

**LE SYNDICAT DES PROFESSIONNELLES ET
PROFESSIONNELS MUNICIPAUX DE MONTRÉAL**

Effective until December 31, 2018

**Professionals
Professionals**

PREAMBLE

THE TERMS ARE WRITTEN IN THE MASCULINE
SOLELY FOR THE PURPOSES OF BREVITY AND
ARE USED EITHER FEMININE OR MASCULINE TO
DESIGNATE THE PERSONS REFERRED.

TABLE OF CONTENTS

CHAPTER 1	1
1. Purpose of the collective agreement and definitions	1
1.1 Purpose of the collective agreement	1
1.2 Definitions	1
1.3 Jurisdiction of the union and scope	4
1.4 Union rights	5
1.5 Union dues	5
1.6 Posting	5
1.7 Precedence of the agreement	5
1.8 Acquired rights	6
CHAPTER 2	7
2. Job creation program, merger or change of legal structures, abolition of positions and technological changes	7
2.1 Job creation program	7
2.2 Merger or change in legal structures	7
2.3 Abolition of positions and technological change	8
2.4 Work assigned to a third party	8
CHAPTER 3	9
3. Leave	9
3.1 Unpaid leave	9
3.2 Professional leave	12
3.3 Absences for union activities	12
3.4 Union leave	13
3.5 Leave for Judicial Affairs	14
3.6 Public office leave	15
3.7 Special leave	15
3.8 Personal leave	16
3.9 Parental leave	16
3.10 General	21
CHAPTER 4	23
4. Professional clauses	23
4.1 Joint professional relations committee	23
4.2 Professional document	24
4.3 Judicial proceeding	25
4.4 Disciplinary or administrative action	26
4.5 Education cost	27
CHAPTER 5	29
5. Working conditions and perks	29
5.1 Work schedules	29
5.2 Librarians' Non- Standard Schedules	34
5.3 Overtime	35
5.4 General holidays and non-working time off	37
5.5 Mobile hours	40
5.6 Annual vacation	40
5.7 Wages for non-occupational disease	43

5.8	Aggregate time bank (health of a loved one, pre-retirement, progressive retirement)	46
5.9	Insurance plan.....	47
5.10	Occupational accident and disease	47
5.11	Health and safety	49
5.12	Joint Health and Safety Committee	49
5.13	Expense claims	49
	CHAPTER 6	50
6.	Employment conditions.....	50
6.1	Permanent Professional.....	50
6.2	Professional status.....	50
6.3	Seniority.....	51
6.4	Transfer of personnel	52
	CHAPTER 7	62
7.	Salary conditions	62
7.1	Statutory increase.....	62
7.2	Compensation and salary plan	62
7.3	Payment of salary	63
	CHAPTER 8.....	65
8.	Grievance processing and arbitration procedures	65
8.1	Grievance processing and arbitration method.....	65
8.2	Arbitration.....	66
8.3	Summary arbitration procedure	67
	CHAPTER 9	69
9.	General provisions.....	69
9.1	List of schedules.....	69
9.2	Duration of the collective agreement.....	69
9.3	Signature	70
	SCHEDULE "A"	71
	Salary scale applicable to jobs covered by this collective agreement.....	71
	SCHEDULE "B"	74
	Working conditions governing occasional and provisional professionals at the service of the Employer	74
	SCHEDULE "C"	80
	Union leave form	80
	SCHEDULE "D"	81
	Description of duties.....	81
	SCHEDULE "E"	82
	Employee assistance program	82
	SCHEDULE "F"	83
	Interns	83
	SCHEDULE "G"	84
	Standard contract – Deferred payment leave	84
	SCHEDULE "H"	88
	Working conditions governing part-time professional librarians	88

CHAPTER 1

1. Purpose of the collective agreement and definitions

1.1 Purpose of the collective agreement

The purpose of the present collective agreement is to maintain orderly relations between the Employer and the Union.

The parties agree to foster a process based on a concerted problem-solving approach.

1.2 Definitions

For the purpose of applying the provisions of this collective agreement, the following terms have the meaning indicated next to them.

1.2.1 “Appointment”:

Means the permanent movement of a professional from a position in his function to a position in a function that belongs to the same wage group, as long as his name appears on the list of persons eligible for that position. This condition does not apply to a professional who is laid off or a professional exercising the privilege mentioned in 2.3.3.

1.2.2 “Year”:

Means for the purpose of 3.7, 3.8, 5.3, 5.4, 5.5, 5.6, 5.7 from May 1st to April 30th.

1.2.3 “Assignment”:

Means the temporary movement of a professional in another position, as long as he meets the requirements for the position.

1.2.4 “Competent authority”:

Means the Director of Human Resources or his representative. The Union shall be informed in writing within sixty (60) days following the Employer's decision to change the competent authority.

1.2.5 “Spouses”:

Means persons related by marriage or a civil union and who cohabit, or: persons of the same sex or of different sexes who live as spouses and are the parents of the same child, or: persons of different sexes or of the same sex who have been living as spouses for at least one (1) year

- 1.2.6 **“Division”:**
- Means the subdivision of a Department, if any.
- 1.2.7 **“Function”:**
- Means a position or group of positions whose most important and significant tasks are equivalent.
- 1.2.8 **“Day”:**
- Means, for the purpose of 1.2 and 6.3 (seniority), three hours and thirty minutes (3:30) of work or more in a normal seven-hour (7 h) day.
- 1.2.9 **“Placement on availability”:**
- Means the situation of a professional whose position has been abolished or who has been moved pursuant to 2.3.3, or who has been bumped, pursuant to 5.10.7, and who has not been permanently replaced in another position.
- 1.2.10 **“Complete month of service”:**
- Means a calendar month during which a professional has been paid by the Employer or during which he received the short term disability benefits mentioned in 5.9.1 for more than half the number of business days of the month taking into account the normal work week.
- 1.2.11 **“Transfer”:**
- Means the permanent movement of a professional from one position to another within the same function.
- 1.2.12 **“Position”:**
- Means the location, within the administrative structure of the Employer, of a professional who is assigned to a set of task within the general frame of a function.
- 1.2.13 **“Professional”:**
- Means an employee of the City who is covered by the present collective agreement.
- 1.2.14 **“Permanent part-time library professional”:**
- Means a professional appointed on a permanent basis on a part-time librarian position, in accordance with the provisions of the collective agreement, with an annual salary. This professional is hired on a continuous workload of less than 35 hours per week. He enjoys the

same rights and benefits as a full-time permanent professional taking into account the necessary adaptation envisaged in Annex H. The employer resorts to this type of hiring when the work does not require a full-time professional.

1.2.15 **“Professional on trial”:**

Means a professional appointed on a temporary basis in accordance with the provisions of the collective agreement, for a period of no more than the minimum between one thousand eight hundred and twenty (1820) hours or two (2) years whichever comes first to a continuous duty, with an annual salary.

1.2.16 **“Occasional professional”:**

Means a professional hired as such, whose status and working conditions are defined in Annex “B”.

1.2.17 **“Permanent professional”:**

Means a professional appointed on a permanent basis, in accordance with the provisions of the collective agreement, to a continuous duty of 35 hours per week, with an annual salary.

1.2.18 **“Temporary professional”:**

Means an employee of the Employer appointed temporarily to a position governed by the present agreement whose status and working conditions are defined in Annex “B”.

1.2.19 **“Promotion”:**

Means the movement of a professional from a position of one function to a position in another function belonging to a higher wage group.

1.2.20 **“Demotion”:**

Means the movement of a professional from a position in one function to a position in another function belonging to a lower wage group.

1.2.21 **“Section”:**

Means the subdivision of a division.

1.2.22 **“Department”:**

Means a first level administrative unit.

1.2.23 **“Immediate supervisor”:**

Means the direct manager to whom the professional reports.

1.2.24 “Periodic salary”:

Means the normal annual salary divided by one thousand eight hundred and twenty (1820) hours multiplied by the number of hours per week in the work schedule.

1.2.25 “Hourly rate”:

Means the annual salary divided by one thousand eight hundred and twenty (1820) hours.

1.2.26 “Administrative unit”:

Means the Department, division or section as the case may be.

1.2.27 “Professionals’ pension fund”:

The professionals’ pension fund is the Supplemental pension plan of Employees of the City of Côte Saint-Luc to which the professional participates.

The provisions of this collective agreement cannot contravene the regulations of the pension fund mentioned in the preceding paragraph which takes precedence in case of a dispute.

1.2.28 “Employer”:

Means and refers to The City of Cote Saint-Luc.

1.2.29 “Union”:

Means and refers to the *Syndicat des professionnelles et professionnels municipaux de Montréal*.

1.3 Jurisdiction of the union and scope

1.3.1 The Employer recognises the Union as the sole group representative of professionals, subject to Union certification.

1.3.2 The present collective agreement applies to all professionals governed by the Union certification.

1.3.3 The Employer is exclusively responsible for managing, directing and administering its affairs in accordance with its obligations and in a manner that is compatible with the stipulations of the present collective agreement.

1.4 Union rights

- 1.4.1 The parties declare that origins, beliefs or membership or non membership in the Union shall never be taken into consideration, under any circumstance, for anyone.
- 1.4.2 No specific agreement between a professional and the Employer can have the effect of modifying, adding to or subtracting from the provisions of the present agreement.
- 1.4.3 No threat, constraint, discrimination or unwarranted distinction can be exerted against a Union delegate or representative during or after performing their respective functions in that capacity.

1.5 Union dues

- 1.5.1 The Employer shall deduct from any professional's pay the dues stipulated by the Union or the equivalent, whether or not he is a member of the Union. For newly hired professionals, this deduction starts from the first pay and continues with every pay thereafter.
- 1.5.2 Any change of the union dues takes effect latest thirty (30) days after the Employer receives a copy of the resolution to that effect.
- 1.5.3 The Employer remits to the Union, every month, amounts deducted in accordance with the preceding paragraph. The total amount of deductions must be accompanied by a list indicating the last names, first names, employee numbers and gross salary from which deductions were made as well as the individual deductions for the period and the cumulative amount since the beginning of the year.
- 1.5.4 When a professional is appointed to temporarily occupy a position outside the Bargaining unit, he remains covered by the ancillary benefits plan envisaged herein and the Employer continues to deduct his union dues and to remit same to the Union in accordance with 1.5.1 and 1.5.3.

1.6 Posting

- 1.6.1 The Employer authorizes the Union to post notices regarding its affairs, at convenient locations indicated by the director of the Department.
- 1.6.2 The Union transmits to the director of the Department and to the competent authority a copy of any document that it posts in his administrative unit.

1.7 Precedence of the agreement

The Employer cannot, through a by-law, a resolution or otherwise, derogate from the provisions of the present collective agreement.

1.8 Acquired rights

- 1.8.1 Unless expressly stipulated or stipulated otherwise in the present agreement, the professionals and the Employer conserve all the privileges, benefits and acquired rights that they currently enjoy. However, the present agreement takes precedence for purposes of interpretation. These acquired rights solely apply in the Departments where they are currently consented.

CHAPTER 2

2. Job creation program, merger or change of legal structures, abolition of positions and technological changes.

2.1 Job creation program

- 2.1.1 Notwithstanding any other provision of the collective agreement, the Employer can participate for no more than twenty-six (26) consecutive weeks, in government job creation programs, as per the standards of these programs. The provisions of the collective agreement do not apply in such cases. The period mentioned above can be extended upon agreement between the Employer and the Union.
- 2.1.2 The Employer shall identify the nature and activities of the program and inform the Union of the probable start date of the program as soon as possible.
- 2.1.3 This provision cannot however have the effect of reducing the number of positions of professionals, or of permanently preventing the creation of professional positions governed by the present collective agreement.

2.2 Merger or change in legal structures

- 2.2.1 In cases where, through legislation or otherwise, there is a division, merger or change in the Employer's legal structures, the professionals covered by the present agreement shall maintain all the rights, privileges and benefits that they enjoy under the present collective agreement.
- 2.2.2 Furthermore, the rights acquired by the Union and professionals under current labour laws or under the current collective agreement shall be respected in case of division, merger or change in the Employer's legal structures. The Employer agrees, if the case arise, to first negotiate with the Union, the modalities under which the new employers shall commit to respect the provisions of the present collective agreement.
- 2.2.3 Subject to any applicable legislative provision, if, by legislation or otherwise, following a transfer of jurisdiction or competence, an employee is integrated in the bargaining unit defined in 1.3.1, the Employer agrees, if the case arise, to first negotiate the terms of such an integration with the Union.
- 2.2.4 The parties agree that section 2 of the present agreement cannot have the effect of preventing the Employer from carrying out the change of its administrative structures.

2.3 Abolition of positions and technological changes

- 2.3.1 The holder of a position who adequately carries out his duties and responsibilities cannot be dismissed from his functions.
- 2.3.2 No professional shall be dismissed or laid off or have his wages reduced as a result of or during any technical or technological improvements or modifications in the Employer's structure, administrative system or work processes.
- 2.3.3 If it is necessary for the Employer to abolish a position due to technical or technological improvements in its administrative structures or work processes, a professional who is affected shall be temporarily placed on availability laid off and, pursuant to 6.4, relocated to another position without loss of salary. However, if an equivalent position to the one held by the professional is vacant or becomes vacant; the professional concerned shall have the privilege of being appointed to this position, as long as he meets the normal requirements of the position.
- 2.3.4 When the Employer abolishes one or more positions of the same function in an administrative unit, the placement on availability of professionals is done by reverse order of seniority in the function within the smallest administrative unit, unless professionals with more seniority prefer being placed on availability.
- 2.3.5 A professional who is placed on availability receives the increases envisaged in the collective agreement and maintains the wage group of the function that he had at the time of his placement on availability.
- 2.3.6 The Union and the professional are informed in writing by the Employer as soon as possible and at latest sixty (60) days after the position is abolished.
- 2.3.7 In the month of March each year, the Employer transmits to the Union the list of professionals who have been laid off.

2.4 Work assigned to a third party

- 2.4.1 In all cases where the Employer assigns work to a third party that it used to perform itself, there shall be no placement on availability as a result of this decision and no professional shall incur any reduction in wages.
- 2.4.2 A professional cannot be hierarchically subordinated to a subcontractor.

CHAPTER 3

3. Leave

3.1 Unpaid leave

3.1.1 Subject to the Employer's needs, a professional who would like to take a leave of absence may obtain permission from the director of his Department to be absent for a predetermined duration. The Employer's decision may be contested at a meeting of the Joint Professional Relations Committee envisaged in 4.1, but is non grievable.

3.1.2 A professional who would like to take a leave of absence in order to continue his studies may obtain the permission of the competent authority to be absent without pay for a predetermined period; these studies must, however, be related to his work or should enable him to move to another function with the Employer. The Employer's decision may be contested at a meeting of the Joint Professional Relations Committee envisaged in 4.1, but is not grievable.

During his leave of absence, a professional cannot carry out activities that place him in a conflict of interest.

3.1.3 Family or parental absences and leaves

3.1.3.1 A professional may be absent from work, without pay, for ten (10) days per year to fulfill obligations related to the care, health or education of his child or the child of his spouse, as well as the care or health of his spouse, father, mother, brother, sister or grandparent.

This leave may be split up into days. A day may also be split up if the Employer agrees to it.

A professional must inform the Employer of his absence as soon as possible and take reasonable steps to limit the number and duration of leaves.

3.1.3.2 A professional may be absent from work, without pay, for up to twelve (12) weeks in a twelve (12) month period when he is required to be by his child, his spouse, the child of his spouse, his father, his mother, brother, sister or grandparent due to a serious illness or accident. A professional must inform the competent authority, as soon as possible, and provide the confirmation of a physician attesting to the seriousness of the illness or accident.

However, if the professional's minor child is afflicted with a serious and potentially fatal illness that is attested by a medical certificate, the professional is entitled to an extension of his absence; such an extension ends one hundred and four (104) weeks after the start of the leave.

- 3.1.3.3 A professional may deduct his leave from his cumulative time bank or, upon agreement with the Employer, from any other bank envisaged in the collective agreement. The employer's decision is not grievable.
- 3.1.4 During his leave of absence, a professional cannot carry out activities that place him in a conflict of interest.
- 3.1.5 A professional who is on unpaid leave maintains but does not accumulate social benefits and any other benefits whether they are envisaged or not in the collective agreement. On his return, the professional receives the salary he would have received had he remained in his Department and in his function continuously, except for statutory increases that shall be proportionate to the duration of his leave.
- 3.1.6 A professional who has obtained a leave of absence may return to work before the expiration of the leave as long as he transmits to the competent authority and to his director a written notice to that effect. The director shall authorize the early return based on need and if the circumstances so warrant.
- 3.1.7 During a leave of absence, a professional may continue to participate in the insurance plans envisaged in 5.9, if he applied for it at the start of the leave and if he pays the entire premium, including the Employer's portion, subject to the provisions of insurance contracts.
- 3.1.8 Similarly, during a leave of absence, a professional may continue to participate in the City of Cote Saint-Luc pension fund if he applied for it at the start of the leave and pays all the contributions, including the Employer's portion.
- 3.1.9 Notwithstanding 3.1.5, 3.1.7 and 3.1.8 in the case of a leave provided in 3.1.3.2, a professional preserves and accumulates the advantages and other benefits provided for or not in the collective agreement, and such, in accordance with the Labor Standards Act. Upon his return to work, the professional receives the salary he would have received if he had remained in his function, including salary increases.
- 3.1.10 **Leave with Deferred salary**

The purpose of the leave with deferred salary plan is to finance a leave of absence without depriving a professional of his rights and benefits provided for in the collective agreement.

During his leave with deferred salary, a professional cannot carry out activities that place him in a conflict of interest.

3.1.10.1 Definition

The leave with deferred salary plan hereinafter referred to as the "plan", is aimed at allowing a professional who has obtained a decision authorizing a leave of absence to have his salary spread out over a predetermined period, so that he can benefit from remuneration throughout the duration of the leave. The plan includes a contribution period on one hand and a leave period that immediately follows the contribution period.

The terms of the deferred salary plan leave are outlined in a contract, a sample of which is presented in schedule "G", between the City and the professional concerned.

3.1.10.2 Eligibility

All professionals who have been permanent for at least two (2) years are eligible for the plan. The professional's application must be submitted to the competent authority, and the plan takes effect latest sixty (60) days after the contract is signed.

3.1.10.3 Duration of the plan

The duration of the plan may be two (2), three (3), four (4) or five (5) years and may be extended in the cases and in the manner envisaged in the contract. However, the duration of the plan, including the extension, if applicable, cannot, exceed seven (7) years under any circumstance.

In cases where the leave is granted for educational purposes, the total contribution and leave period may be one (1) year. However, leave granted for studies may commence no sooner than six (6) months after the date of the first deferred amount.

3.1.10.4 Duration of the leave

The duration of the leave may be six (6) to twelve (12) consecutive months. In cases where the leave is accepted

for educational purposes, the minimum duration of the leave could be three (3) months.

3.1.10.5 Distribution of the percentage of the compensation

A professional may choose one of the following options; the percentage shows the proportion of the salary received for the duration of the plan.

Contribution to the plan				
Duration of the leave	2 years	3 years	4 years	5 years
6 months	75.00	83.34	87.50	90.00
7 months	70.80	80.53	85.40	88.32
8 months	66.67	77.76	83.32	86.60
9 months	n/a	75.00	81.25	85.00
10 months	n/a	72.20	79.15	83.32
11 months	n/a	69.44	77.07	81.66
12 months	n/a	66.67	75.00	80.00

3.1.10.6 General

No provision of the present plan can have the effect of conferring on a professional a benefit that he would have earned had he not taken the leave with deferred salary.

3.2 Professional leave

A professional who is invited to serve on a board or a committee of a professional Order or Association of which he is a member may, after obtaining the authorization of his immediate supervisor, be absent without loss of wages as long as he submits to the Employer, at a later date, the hours taken or, if he desires, take a leave of absence or, with the approval of his immediate supervisor, deduct the time from any other time bank provided for in the Agreement.

3.3 Absences for union activities

- 3.3.1 A professional who is selected as a delegate at a union convention is authorized to leave his work.
- 3.3.2 A union representative may be absent from work when required to perform union activities.
- 3.3.3 A professional may be absent for union activities upon agreement with his immediate supervisor.

- 3.3.4 At the occasion of negotiations for the renewal of the collective agreement and hearing of a dispute as defined by law before an arbitration board, a maximum of two (2) members of the Union are authorized to leave their work without loss of salary. This also applies during meetings called by Employer representatives and, in this case, the number of Union members thus released is determined by the Employer.
- 3.3.5 The professional in question, the professionals who are duly summoned as witnesses and the union representative may attend the hearing of a grievance before the arbitrator without loss of salary.
- 3.3.6 A professional may, at the times determined by the competent authority, be absent for up to one (1) hour without loss of salary, in order to vote during union general elections.
- 3.3.7 A professional who will be absent from work for the reasons mentioned above, except 3.3.6, must complete the requisite form shown in schedule "C" and hand it to his immediate supervisor within a reasonable timeframe.

3.4 Union leave

- 3.4.1 When the Employer, at the request of the Union, grants leave to a professional to hold an elected union position on a full-time basis, this leave is subject to the following conditions:
 - 3.4.1.1 The Employer pays the professional on leave his wages during each pay period.
 - 3.4.1.2 The Employer deducts contribution for the professional's pension fund with the City from the wages of the professional on union leave.
 - 3.4.1.3 The time when the professional is on leave counts toward his years of service for pension and seniority purposes.
 - 3.4.1.4 A professional who is on union leave maintains his rights and privileges under the collective agreement.
 - 3.4.1.5 At the end of the union leave, the professional returns to his position or to another position of his function and receive the salary that he would have received had he remained continuous service in this position in his Department.
 - 3.4.1.6 A professional on union leave continues to receive the credited hours for sickness to which he is entitled.
 - 3.4.1.7 Upon presentation of a statement by the Employer, the Union shall reimburse the salary paid, plus an extra thirty

percent (30%) to cover administrative expenses and other benefits received.

- 3.4.1.8 Furthermore, the Union shall reimburse the Employer for any additional expense that it may be required to pay by law. The Union and the Employer shall agree on how to apply such a requirement.

3.4.2 Hours of release for Union leave

- 3.4.2.1 The Employer grants the Union an annual total of one hundred and fifty (150) hours of absence without loss of wages, for one or more professionals to carry out the union activities provided for in 3.3.1, 3.3.2 and 3.3.3.

After exhausting the allocated hours provided for in this article, the professionals designated by the Union may be absent from work with pay as long as the Union reimburses the Employer the amount of the salary corresponding to the absence as well as the Employer's contribution to the City's pension fund.

- 3.4.2.2 On January 1st of each year, the Employer pays to the Union an amount corresponding to 0.3% of the total payroll of professionals covered by the collective agreement for the twelve previous months.

The payroll of professionals covered by the collective agreement means the sum of compensation paid, plus the sum of amounts paid in credited hours of sickness, in floating holidays and special leave, statutory holidays, the share of benefits paid by the Employer pursuant to 5.10.1 and 5.10.4, in vacations, maternity leave, paternity leave, adoption or parental leave, union leave paid by the Employer and overtime. The payroll includes the amounts paid to employees who are laid off, employees who resign or employees dismissed during the period in question.

3.5 Leave for Judicial Affairs

- 3.5.1 A professional who is called for jury duty either as a jury candidate or as a juror does not incur any loss of wages during this period. He must, however, return to the City any benefit he receives for his jury duty.
- 3.5.2 A professional who is called as a witness in a case in which he is not an affected party either directly or indirectly, suffers no loss of salary during the time he is required to act in that capacity. He must however return to the Employer any benefit that he receives while acting as a witness.

- 3.5.3 However, a professional has to inform his immediate supervisor at least twenty-four (24) hours before his departure.

3.6 Public office leave

- 3.6.1 Upon written request, the Employer shall grant an unpaid leave whose maximum duration is equal to the period between the day following the publication of the notice of election or writs or the official filing of his candidacy, and the day of the election (whichever comes first), to any professional who runs for office in a federal, provincial, municipal or school election.
- 3.6.2 An elected professional may benefit from a leave of absence for the duration of his term of office as an MP, an MNA or a municipal official. At the end of his term of office, he returns to an identical or equivalent position to the one he held upon his departure.
- 3.6.3 A professional who is absent pursuant to the present article must resign from his employment before accepting a third elected term of office.
- 3.6.4 The professional must resign if he seeks an elective office to the municipal Council of the City of Cote Saint-Luc.

3.7 Special leave

- 3.7.1 A professional may benefit from an excused absence in the following cases:
- On the occasion of his marriage or civil union: four (4) consecutive days, including the day of the marriage or civil union;
 - On the occasion for the marriage or civil union of his child, brother, sister, father, mother or the child of his spouse: two (2) consecutive days including the day of the marriage or civil union;
 - On the occasion of the death or funeral of his father, mother, spouse, child, brother or sister: four (4) consecutive days;
 - On the occasion of the death of his grandmother, grandfather, uncle, aunt, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandchild or grandparent of his spouse, three (3) consecutive days.
- 3.7.2 In the above cases, if the marriage or the funeral takes place more than eighty (80) kilometres from the City of Côte Saint-Luc, the professional is entitled to an additional day.
- 3.7.3 In any case, the professional must inform his immediate supervisor before his departure. The days of excused absence are, at the choice

of the professional, deducted from the credit hours for sickness granted in advance pursuant to 5.7.1.1, or from any other time bank envisaged in the agreement. After these banks are exhausted, the leave is without pay.

3.7.4 Notwithstanding 3.7.3, a professional may be absent from work for three (3) days without loss of pay in the following cases:

3.7.4.1 On the occasion of his marriage or civil union;

3.7.4.2 On the occasion of the death or funerals of his father, mother, child, brother, sister, spouse, child of his spouse, grand parents, grand children and parents in-law.

3.8 Personal leave

3.8.1 A professional may, upon one day notice, for personal reasons and as long as he can be replaced without additional cost to the Employer, be absent ten (10) times in a year, and the number of hours of absence should not exceed two (2) times the number of hours of the professional's normal work week. Every absence shall be for at least one (1) hour, but such an absence shall be considered as one (1) absence. These absences are deducted from the professional's credit hours for sickness. If a professional does not have any credit hours left for sickness, these absences shall be without pay.

3.8.2 Upon the approval of his immediate supervisor and as long as the professional makes the request fifteen (15) business days before going on vacation, these personal leave days may be added to the professional's vacation period.

3.9 Parental leave

Should there be a modification to the Quebec parental insurance plan (QPIP) or a new regulation concerning labour standards regarding parental rights, it is agreed that the parties shall meet to discuss the possible implications of these modifications on the present parental leave plan.

3.9.1 Maternity leave

3.9.1.1 The professional may be absent without pay for an examination related to pregnancy carried out by a health professional or a mid-wife. The professional shall inform her immediate supervisor as soon as possible of the period when she will be absent. Furthermore, these absences may be deducted from any of the banks envisaged in the agreement.

- 3.9.1.2 Subject to paragraphs 3.9.1.12 and 3.9.1.13, a professional who is pregnant is entitled to twenty (20) weeks unpaid maternity leave. She must inform the Employer ten (10) business days before the date of her departure and present a medical certificate from her physician, indicating the probable date of delivery.
- 3.9.1.3 The notice may be less than ten (10) business days if the medical certificate specifies the need for the professional to stop work sooner. In case of termination of pregnancy or in case of an emergency arising from the pregnancy that requires immediate cessation of work, the professional must provide a notice to the Employer as soon as possible, together with a medical certificate attesting the termination of pregnancy or the emergency.
- 3.9.1.4 If the professional does not present the notice envisaged in paragraph 3.9.1.2, she may still leave at any time during the six (6) weeks before the probable date of delivery and benefit from the maternity leave.
- 3.9.1.5 The breakdown of weeks of leave before and after delivery is at the discretion of the professional concerned, within the following limits:
 - 3.9.1.5.1 The professional may leave her work anytime from the sixteenth (16th) week before the probable date of delivery. However, from the sixth (6th) week before said date, the Employer may send a written notice to the pregnant professional who is still at work, requiring a medical certificate confirming that she is still able to work. If the latter does not provide said certificate to the Employer within eight (8) days, the Employer may oblige the professional to take her maternity leave immediately by sending a written notice to this effect with necessary justification.
 - 3.9.1.5.2 The date of return to work is determined based on the date on which the professional left her work, as long as the duration of the leave is neither less nor more than twenty (20) weeks. If the professional would like to resume work within two (2) weeks after delivery, she has to produce a medical certificate attesting that resuming her function at this time does not put her health at risk. The Employer reserves the right to verify the professional's state of health.

- 3.9.1.5.3 If the delivery occurs after the due date, the professional is automatically entitled to an extension of the maternity leave for the equivalent duration by which the delivery occurred after the due date. This extension is not granted if the professional still has at least two (2) weeks of maternity leave after delivery.
- 3.9.1.6 A pregnant professional who, in accordance with 3.9.1.5 is not yet entitled to go on maternity leave, or who is not on maternity leave due to a termination of pregnancy may, due to poor health related to her pregnancy, be absent and is thus considered to be on sick leave until the start of the maternity leave.
- 3.9.1.7 Upon presentation of an application together with a medical certificate, a pregnant professional who is exposed to radiations, toxic substances or working conditions that entail physical risk for the mother or fetus must be moved to another position.
- 3.9.1.8 A professional who, before the expiration of her maternity leave, sends a notice to the Employer together with a medical certificate attesting that she required more time due to her state of health or the state of health of her child, may have her maternity leave extended for up to two (2) weeks.
- 3.9.1.9 Except in the cases envisaged in 3.9.1.12 and 3.9.1.13, the Employer shall send to the professional, in the course of the fourth (4th) week before the expiration of the maternity leave, a notice indicating the expected date of expiration of the maternity leave and the obligation for the professional to provide the notice provided for in 3.9.1.10.
- 3.9.1.10 The professional must provide the Employer at least two (2) weeks written notice of the date of her return to work. If no notice is provided, the Employer sends her the notice provided for in 3.9.1.9, or if the Employer is not obliged to do so, it is not required to accept the professional less than two (2) weeks before she returns to work.
- 3.9.1.11 Due to the bad state of health related to her delivery, the professional may, immediately after her maternity leave provided for in paragraphs 3.9.1.2 and 3.9.1.8 is considered to be on sickness absence and articles 5.7 and 5.9 apply.
- 3.9.1.12 The professional is entitled to a three (3) week maternity leave in case of a termination of pregnancy before the start of the twentieth (20th) week before the expected date of

delivery, unless a medical certificate is presented recommending the extension of this leave.

- 3.9.1.13 The professional is entitled to eighteen (18) continuous weeks of maternity leave if a termination of pregnancy occurs after the start of the twentieth (20th) week before the due date, unless a medical certificate attests the need to extend this leave.

3.9.2 Adoption leave

A professional who legally adopts a child other than a child of his spouse or his own child is entitled to twenty (20) consecutive weeks of unpaid adoption leave, which must include assuming guardianship of the child. He must inform his immediate supervisor fifteen (15) business days before the date of his departure by presenting a written declaration and supporting documents attesting to the legal adoption procedure for the child.

3.9.3 Paternity leave

A professional is entitled to a paternity leave of up to five (5) continuous weeks, without pay, during of the birth of his child. This leave starts earliest during the week of the birth of the child and ends latest fifty-two (52) weeks after delivery. Thereafter, if applicable, article 3.9.5.1 applies.

3.9.4 Guardianship leave

- 3.9.4.1 A professional whose spouse gives birth is entitled to a five-(5) day paid leave; however, if the professional does not have a regular schedule, the total number of hours granted shall amount to thirty-five hours (35h).
- 3.9.4.2 The absence shall be at least one day at a time and must take place between the date of birth and the thirtieth (30th) day after the mother or child returns home.
- 3.9.4.3 A professional who legally adopts a child other than a child of his spouse or his own child may benefit from such a leave; in this case, the leave must be taken within sixty (60) days after he takes over guardianship of the child.
- 3.9.4.4 If the professional adopts the child of his spouse, the leave is for five (5) days. The first two (2) days of absence are paid if the professional has put in 60 days of continuous service.

3.9.5 Parental leave

- 3.9.5.1 A continuous unpaid parental leave of no more than two (2) years after the birth of the child or the date of formal guardianship, in case of adoption, is granted to the professional, as a prolongation of the maternity, paternity or adoption leave, as well as to a professional whose spouse has given birth to a child.
- 3.9.5.2 The professional must inform his immediate supervisor fifteen (15) business days before the date of commencement of the leave and present a written notice attesting to his request to that effect and showing the probable duration of the leave.
- 3.9.5.3 A professional who would like to cut short his parental leave must provide a written notice to that effect at least three (3) weeks before his return to work.
- 3.9.5.4 During a parental leave, a professional may continue to participate in the group insurance plan provided for in article 5.9 if he submitted the application at the start of the leave and if he regularly pays the expected premium. The Employer continues to pay its portion for up to fifty-two (52) weeks and thereafter, the professional pays the entire premium, including the Employer's portion, in accordance with the provisions of the group insurance contract.
- 3.9.5.5 During the parental leave, a professional may continue to participate in the pension plan if he submitted the application at the start of the leave and if he regularly pays the required contributions. The Employer continues to assume its portion for up to fifty-two (52) weeks and, thereafter, the professional pays all the contributions, including the Employer's portion, in accordance with the provisions of the pension plan.

3.9.6 Supplementary parental insurance benefits

- 3.9.6.1 A professional who has completed twenty (20) weeks of service with the Employer before the start of his maternity leave, adoption leave, parental leave or paternity leave who, following the presentation of an application for benefits pursuant to the Quebec parental insurance plan (QPIP), is declared to be eligible for such benefits, is entitled, during his leave, to an additional benefit equal to the difference between 90% of his weekly wage and the Quebec parental insurance plan benefit that he receives or could receive, without however exceeding:
- a maximum of twenty (20) weeks for a professional on maternity leave;

- a maximum of ten (10) weeks for a professional on parental leave in extension of the maternity leave;
 - a maximum of five (5) weeks for a professional on paternity leave;
 - a maximum of seven (7) weeks for a professional on parental leave in extension of the paternity leave;
 - a maximum of twelve (12) weeks for a professional on adoption leave.
- 3.9.6.2 Professionals are exonerated from contributions to the City's pension fund during the weeks for which they receive benefits pursuant to paragraph 3.9.6.1.
- 3.9.6.3 The benefit envisaged in 3.9.6.1 is paid every two (2) weeks, starting from the fourth (4th) week after the professional provides evidence that he receives QPIP benefits.
- 3.9.6.4 For the purpose of the present article, the weekly wage refers to the wage that he was receiving immediately before going on leave and, for professionals working part-time, an average of the weekly wage received (excluding overtime) during the six (6) months prior to the leave.
- 3.9.6.5 At no time during the weeks of the maternity leave, paternity leave, parental leave or adoption leave for which a professional receives benefits pursuant to 3.9.6.1, can he receive an income that exceeds 90% of his weekly pay as defined in 3.9.6.4.

3.10 General

- 3.10.1 The professional continues to receive the benefits provided for under the collective agreement (seniority, vacation, credited hours for sickness, and years of service) during:
- A maximum of fifty-two (52) weeks if she received maternity leave;
 - A maximum of thirty-two (32) weeks if he enjoyed a paternity or adoption leave.
- 3.10.2 During maternity leave, adoption leave and paternity leave, the professional remains covered by the insurance plan envisaged in 5.9.
- 3.10.3 At the request of the professional, the maternity, paternity, parental or adoption leave can be split into weeks if his child is hospitalised or in the other cases envisaged in the *Act respecting labour standards*. Notwithstanding, 3.9.3 (5 weeks) and 3.9.5.1 (5 weeks), the weeks of paternity leave or parental leave must be taken continuously unless

agreed otherwise between the professional and his immediate supervisor.

- 3.10.4 Subject to article 2.3, on his return to work after the maternity, parental, paternity or adoption leave, the Employer reinstates the professional in the position that he occupied at the time of his departure or in a position that he would have obtained during his leave with the salary he would have been entitled to had he remained at work.
- 3.10.5 After the maternity, parental, paternity or adoption leave, a professional may exhaust his vacation credit when he returns to work or carry it over to the following year in accordance with 5.6.8.3.
- 3.10.6 Unless expressly stated otherwise, no provision of the present article can have the effect of conferring on a professional a benefit that is greater than what he could have enjoyed had he not gone on leave.

CHAPTER 4

4. Professional clauses

4.1 Joint professional relations committee

The parties agree to establish and maintain relations based on respect and trust, which should enable them to advance the core interests shared by the Employer and professional employees. As part of this relationship, efforts shall be dedicated to resolving problems, in the best interests of the Employer and of the people and groups that are directly concerned.

The Union and the Employer shall provide the Committee with information they deem useful for carrying out their mandate. The parties agree to use any information they receive with discretion and to be sensitive to each other's needs and concerns.

4.1.1 Composition of Committee

This Committee is a joint committee, and is composed of three (3) representatives of the Employer and three (3) representatives or professional employees designated by the Union. The parties can enlist other people as advisors. Fees charged by the latter will be borne by the party requesting their services.

4.1.2 Role of the Committee

4.1.2.1. Professional and labour relations

Union representatives are empowered to discuss, resolve or attempt to resolve, on behalf of a professional employee or ex-professional employee, any grievance, disagreement or conflict between the latter and the Employer.

The Committee is mandated to study and make recommendations regarding labour relations, professional or professional development issues and any other issues of interest to the parties, except for those that fall under the occupational health and safety committee.

4.1.2.2. Evaluation and description of functions

The Committee's role also includes discussing and agreeing to descriptions of new functions, changes or updates to existing descriptions, and determining the salary range for these functions. The descriptions of functions in Schedule E form part of this collective agreement.

4.1.3 Committee proceedings

The Committee shall meet during normal work hours, and professional employees who attend such meetings shall incur no salary loss.

The Committee shall meet within ten (10) business days following a written request to that effect by either party, and shall adopt procedures it deems necessary for its proper internal management. The request shall contain the issues the party wants to address.

This prescribed time frame may be extended by mutual agreement between both parties.

Minutes prepared by the Employer shall be approved and signed by the parties.

4.2 Professional document

4.2.1 For purposes of this article, "document" means any professional or technical document produced by a professional in the course of his duties.

4.2.2 A professional employee must sign all documents he prepares.

4.2.3 Letters or documents prepared by a professional for signature by his supervisor must bear the author's full name and function.

4.2.4 Documents prepared by a professional, which are amended by another person, may not bear the name of the original author without his consent.

4.2.5 Where a document signed by a professional is published by the Employer in whole or in part, and in any form whatsoever, the author's name as well as his professional title must appear in the publication. Any other signature appearing on such documents must mention the function of the counter-signer.

4.2.6 Where a document which has not been signed by a professional is published by the Employer in whole or in part, the Employer is prohibited from appending the name of the professional on such document.

4.2.7 Where the Employer uses a document for purposes other than those for which it was originally intended, the Employer assumes responsibility for the use of such document.

4.2.8 Dissent by professional employee

No disciplinary action may be taken against a professional who refuses to sign a document or to amend it, if he is not professionally bound to approve such action. In such cases, the professional shall provide

written justification for his refusal upon request by the immediate supervisor.

- 4.2.9 The Employer shall take steps to provide the professionals with information on orientations and policies relevant to his work. This paragraph is not grievable.

4.3 Judicial proceeding

4.3.1 Defence

Except in cases of gross negligence or wilful misconduct, the Employer shall bear the costs associated with taking up a professional's case, and where applicable, his defence, where he must appear before a court due to action taken in the course of his duties.

Furthermore, the Employer agrees to indemnify the professional for any liability, judgment or expenses arising from such proceedings, with the proviso that such acts with which he is charged are not due to gross negligence or wilful misconduct.

The Employer reserves the right to choose counsel to represent a professional facing prosecution. However, the professional employee may decide to be represented by counsel of his choice, and at his own expense. In cases involving the prosecution of a professional, the Employer agrees to not institute any claims against the professional facing prosecution following payments arising from a settlement or a judgment. If the matters leading to the proceedings occurred while the professional was in the employ of the Employer, then the professional shall continue to obtain such assistance even if he stops working in his position.

At the request of a professional claiming to be in the exclusive employ of the Employer, the Employer agrees, for the purposes of professional liability insurance for a professional order with exclusive practice with the Employer, to produce an attestation as in the preceding paragraph.

To that end, the professional shall append a properly completed copy of the Déclaration révocable d'exercice exclusif de la profession à l'Employeur to his application.

The Employer shall then forward the attestation to the professional. A professional who revokes an exclusive employment declaration must notify the Employer of such revocation as expeditiously as possible.

4.3.2 Assistance

Where a professional intends to secure the Employer's assistance in bringing legal proceedings against an individual, pursuant to events

occurring in the course of or as a result of the performance of his work, the Union may submit his case to the Employer for discussion and a decision. The Employer's decision shall not be grievable, but the Union may submit the case to the Joint Professional Relations Committee provided in 4.1.

4.3.3 Assistance during proceedings related to automobile use

4.3.3.1. Subject to 4.3.1, where, in performing his duties, a professional, with the concurrence of the Employer, and in conformity with the administrative framework in effect respecting the use of personal automobiles, uses his private vehicle or motorcycle, or a vehicle belonging to or rented by the Employer, the Employer agrees to hold the professional safe and harmless from claims by a third party pursuant to damages caused through the use of such vehicle or motorcycle, unless the professional is found guilty of a breach of the Criminal code associated with the use of such vehicle or motorcycle.

4.3.3.2. The protection provided under 4.3.3.1 is also granted by the Employer to a professional who in the performance of his duties, and with the concurrence of his immediate supervisor or of his representative, is a passenger in a vehicle belonging to or rented by the Employer, or in the vehicle of an employee with an automobile allowance provided in accordance with the administrative framework in effect respecting the use of personal automobiles.

4.4 Disciplinary or administrative action

4.4.1 Professional's personnel record

4.4.1.1. No unfavourable report may be added to a professional's record or disseminated without the professional having first received a copy of the report and been allowed to acknowledge such receipt through his signature or until the receipt is certified by a witness.

4.4.1.2. Any disciplinary action must be submitted in writing at the professional's workplace, unless doing so could be prejudicial to the Employer.

4.4.1.3. Where the alleged events are so serious as to warrant immediate action, the competent authority may impose disciplinary action forthwith.

4.4.1.4. At the written request of the professional, and within five (5) business days of being subjected to disciplinary action, the

professional must be able to meet with the competent authority, in the presence of a Union representative, if the professional so desires.

4.4.1.5. Where the meeting requested by the professional facing disciplinary action is declined, a formal defect will be assumed, and none of the reports or notes regarding the alleged events added to the record can be invoked against the professional.

4.4.1.6. Should the professional have a written statement with respect to the unfavourable report, then it must be forwarded to the competent authority. The latter shall then add it to the file.

4.4.1.7. Withdrawal from record

All materials relating to reprimands and warnings that are added to the professional's record are withdrawn after a period of twenty-four (24) months worked. Furthermore, during arbitration, any disciplinary action dating back to twenty-four (24) months worked or longer may no longer be invoked, unless other action relating to a similar issue has been added to the record during that period.

4.4.1.8. File access

A professional wishing to consult his personnel record shall make an application to the competent authority, which will set up an appointment to that end within five (5) days. A representative designated by the Employer shall be present at the consultation. The professional may appear at the appointment either alone or accompanied by a union representative.

4.4.1.9. The professional's personnel record shall not include medical evaluation reports.

4.5 Education cost

4.5.1 The Employer agrees to reimburse a professional, upon presentation of a certificate of success, or where no examination was administered, a course attendance certificate, for half the registration and tuition fees paid for all study courses approved by his immediate supervisor and the competent authority before the start of the courses, and which are connected to the type of work carried out by the professional or which could enable him to attain superior function.

- 4.5.2 Where a course is requested by the Employer or government authorities, registration and tuition fees will be paid in full by the Employer; if the courses take place during the professional's working hours, no deduction shall be made from his wages. If the courses take place outside normal working hours, their duration is deducted from the professional's normal weekly hours, subject to an agreement to that effect between the Employer and the professional.
- 4.5.3 The above provisions do not apply to professionals on leave of absence.

CHAPTER 5

5. Working conditions and perks

5.1 Work schedules

5.1.1 General rule

- 5.1.1.1 The normal full-time work week for a professional is thirty-five (35) hours, divided into five (5) business days, with seven (7) hours of work per day, from Monday to Friday, inclusively. These daily schedules begin at eight-thirty (8:30) AM and end at four-thirty (4:30) PM, less one (1) hour for meals.
- 5.1.1.2 Working hours may be established based on specific conditions, in accordance with the provisions of this article. Under no circumstances may these provisions offer more benefits than those provided in the collective agreement, except for the case where a letter of agreement is established between the Employer and the Union at the Labour Relations Committee.
- 5.1.1.3 Where a position becomes permanently vacant or is newly created, the Employer can establish a normal work week with a different hourly breakdown than that provided in 5.1.1.1; in that case, the Employer shall notify the Union of this breakdown, and the details shall be specified in the competition notice mentioned in 6.4.2.1. The Employer may not eliminate a position simply in order to establish a different hourly breakdown from those provided in 5.1.1.1

5.1.2 Change of schedule at the Employer's request

- 5.1.2.1 A professional's work schedule can be modified temporarily where warranted by operational requirements, provided prior agreement is reached to that effect with the professional involved.
- 5.1.2.2 The professional must be notified at least two (2) business days before the new schedule is implemented, and in that case, except under exceptional circumstances, the new schedule may not include Saturdays, Sundays and holidays (this does not apply to Library professionals, whose schedule is stipulated in 5.2).
- 5.1.2.3 In the event of a disagreement, discussions will be held with the Union at the Joint Professional Relations Committee.

Where, following consultation, the Union finds itself at odds with the amendments proposed in 5.1.2.1, the latter shall prevail, but the Union may submit a statement of its disagreement with the summary adjudication proceedings provided in 8.3, within ten (10) business days.

5.1.3 Non-standard schedules

5.1.3.1 Work-time organization

- 5.1.3.1.1 At the request of the professional, variations in work schedules may be established, subject to the Employer's requirements, with the consent of the professional and his immediate supervisor.
- 5.1.3.1.2 Variations in work schedules are based on the annual schedule (1820) or periodic schedule (35/1).
- 5.1.3.1.3 Where work schedules are established as provided under 5.1.3.2 and 5.1.3.3, the time allowed for meals after six (6) consecutive hours of work cannot be less than thirty (30) minutes.
- 5.1.3.1.4 Unless an agreement exists for a non-standard work schedule, either party may resort to the Joint Professional Relations Committee as provided under 4.1

5.1.3.2 Annual schedule (1820)

5.1.3.2.1 Definition

The normal work week for full-time professionals on an annual schedule does not contain a predetermined number of hours or days of work. The annual number of hours of work is one thousand eight hundred and twenty (1820) to be completed between May 1st of one year and April 30th of the following year.

- 5.1.3.2.2 The provisions of 5.1.2 do not apply to the professionals working on an annual schedule.
- 5.1.3.2.3 Annualized working time arrangements are based on an agreement between a professional and his immediate supervisor, and during the year, the professional adjusts his total working time to ensure that it does not exceed one thousand, eight

hundred and twenty (1820) hours by the end of the year.

5.1.3.2.4 Under this agreement, professionals may work more or fewer hours than those in a normal work week (35 hours), subject to operational requirements, in accordance with their assigned duties and personal aspirations.

5.1.3.2.5 Where, under exceptional circumstances and with the authorization of the professional's immediate supervisor, the total hours worked exceed one thousand eight hundred and twenty (1820) at the end of the year (May 1st to April 30th), fifty per cent (50%) is added to the excess and the time is banked, as provided in 5.3.

5.1.3.2.6 To help manage their annualized work schedules, the professional is provided with a monthly statement produced by his immediate supervisor.

5.1.3.2.7 A professional or his immediate supervisor may end an annual schedule agreement with thirty (30) days' notice. In that case, the professional shall revert to the normal schedule provided in 5.1.1.1 unless the parties agree to a different schedule. Arrangements shall then be made to balance the hours either by making up for hours missing or for excess hours worked over the three (3)-month period following the original annual schedule.

5.1.3.2.8 In the event of a disagreement between a professional and his immediate supervisor, the case is referred to the Joint Professional Relations Committee provided in 4.1.

5.1.3.3 Periodic schedule (35/1)

5.1.3.3.1 Definition

The periodic schedule (35/1) governs professionals' hours of work on the basis of a pay period. This schedule does not contain a predetermined number of hours of work per day or of days per week. The number of hours of work per pay period is thirty-five (35).

- 5.1.3.3.2 The provisions of 5.1.2 do not apply to a professional working on a periodic schedule (35/1).
- 5.1.3.3.3 Periodic working time arrangements are based on an agreement between a professional employee and his immediate supervisor, and during the period, the professional adjusts his total working time to ensure that it does not exceed thirty-five (35) hours by the end of the period.
- 5.1.3.3.4 Under this agreement, a professional may apportion his working hours over a pay period, subject to operational requirements, and in accordance with his assigned duties and personal aspirations.
- 5.1.3.3.5 Where, under exceptional circumstances and with the authorization of the professional's immediate supervisor, the total hours worked exceeds thirty-five (35) at the end of the period, the excess is augmented by fifty per cent (50%) and paid, or if requested by the professional, the time is banked, as provided in 5.3.
- 5.1.3.3.6 To help manage their periodic work schedules, each professional is provided with a weekly statement available in his Department.
- 5.1.3.3.7 A professional or his immediate supervisor may end a periodic schedule agreement with thirty (30) days' notice. In that case, the professional shall revert to the normal schedule provided in 5.1.1.1 unless the parties agree to a different schedule.
- 5.1.3.3.8 In the event of a disagreement between a professional and his immediate supervisor, the case is referred to the Joint Professional Relations Committee provided in 4.1.

5.1.4 Modification of non-standard schedules

- 5.1.4.1 Operational requirements may, under certain exceptional circumstances, oblige the immediate supervisor to temporarily suspend the application of a non-standard schedule. In that case, the professional shall revert to the normal schedule provided in 5.1.1.1 or to another schedule agreed to by both parties. In the event of a disagreement respecting the implementation of this article, the case is

referred to the Joint Professional Relations Committee provided in 4.1.

- 5.1.4.2 Where a professional is absent, the Employer may suspend the application of any schedule if there is no agreement in place with the professionals in the Departement on policy governing the replacement of the absent professional.

5.1.5 Compilation of time worked

Time worked is compiled using a time counter or any appropriate mechanical or electronic control system.

5.1.6 Travel

Where a professional, who in the course of his duties, is required to travel, the provisions of 5.3 do not apply for the duration of the trip. During the trip, each work day is counted as seven (7) hours and additional work during the trip is compensated in the form of regular time following an agreement with the immediate supervisor.

5.1.7 Part-time work

- 5.1.7.1 Following an agreement with the immediate supervisor, and subject to operational requirements, a full-time professional may work on a part-time basis.
- 5.1.7.2 The professional or his immediate supervisor may end the part-time work agreement with thirty (30) days' notice. In that case, the professional shall revert to the normal schedule provided in 5.1.1.1 unless the parties agree to a different schedule.
- 5.1.7.3 In the event of a disagreement between a professional and his immediate supervisor, the case is referred to the Joint Professional Relations Committee provided in 4.1, but is not grievable.
- 5.1.7.4 While a professional is not working, he may continue his participation in the régime de retraite de la Ville (City's retirement plan) provided he makes the request to that effect at the start of his part-time work period and pays the premiums, including the Employer's share, corresponding to the time not worked, subject to the provisions of the regulations of the Caisse de retraite de la Ville.
- 5.1.7.5 The other arrangements for the application of the part-time work clause are stipulated in Schedule "H", with all required adaptations.

5.2 Librarians' Non- Standard Schedules

5.2.1 Full-time Librarians'

- 5.2.1.1 The normal full-time work week for a professional is thirty-five (35) hours.
- 5.2.1.2 The full-time work schedule is comprised of the following shifts:
- 8.00 AM to 4.00 PM
 - 10.00 AM to 6.00 PM
 - 2.00 PM to 10.00 PM (evening)
- 5.2.1.3 Full time hours are spread over five consecutive working days and include:
- at least two shifts from 8 am to 4 pm;
 - and with one evening or weekend shift every week
- 5.2.1.4 For the shift from 8 am to 4 pm, the professional may choose to begin their workday between 8 am and 10 am (to nearest quarter hour) and thus complete his workday of seven (7) hours between 4pm and 6pm. This choice can be exercised up to three (3) times per year by sending written notice to the immediate supervisor.

5.2.2 Part-time Librarians'

The part-time professional may be assigned on a day shift one day of the week but must be assigned at least to one evening and/or a weekend every week.

The part-time work schedule is comprised of the following shifts:

- 9.30 AM to 5.30 PM (weekend only)
- 10.00 AM to 6.00 PM
- 6.00 PM to 10.00 PM
- 2.00 PM to 10.00 PM

5.2.3 Lunch Period

Shifts of six (6) consecutive hours or more include an hour lunch period of sixty (60) minute unpaid

5.2.4 Temporary modification of schedule

In the case of temporary change of schedule at the request of the Employer, article 5.1.2 applies.

5.2.5 Exchanging Shifts

The professional may, with permission from the Assistant Director of the library, at least twenty-four (24) hours in advance, along with another professional, temporary exchange shifts. This privilege is granted provided that this replacement does not entail any additional expense and no compensation of any nature whatsoever to the Employer. The decision of the Employer may be challenged at a meeting of the Joint Committee of Industrial Relations under section 4.1 but cannot be grieved.

5.3 Overtime

5.3.1 Definition

“Overtime” means all work done by a professional upon request by the immediate supervisor, in addition to the number of hours stipulated in his regular schedule (over 7 hours a day), annual schedule (over 1820 hours on April 30th) or periodic schedule (over 35 hours a week). For these three schedules, work done on Saturday, Sunday or on a holiday, at the request of the immediate supervisor, is overtime (except in the case of library professionals).

5.3.2 Remuneration for overtime

5.3.2.1 Overtime is augmented by fifty percent (50%) and paid. However, at the request of the professional, these additional hours may be banked.

5.3.2.2 Overtime done on Sundays is augmented by one hundred percent (100%) and paid. However, at the request of the professional, these additional hours may be banked.

5.3.2.3 For a professional who does not normally have a weekly day off on Sundays, his second weekly day off shall be considered as a Sunday for the purposes of remuneration for overtime.

5.3.3 Worker called in to work

5.3.3.1 A professional employee who is required to do overtime shall be paid a minimum of three (3) hours overtime pay, plus an additional fifty percent (50%). However, at the request of the professional, these additional hours may be banked.

5.3.3.2 Half an hour (½ hr.) within this period is allocated to transport.

5.3.3.3 However, if this professional's presence is once again required before the expiration of this three (3)-hour period, he cannot require an additional minimum three (3)-hour

remuneration and his overtime will only start from the first call.

5.3.4 Time bank management

Overtime and unclaimed statutory holidays augmented as provided under 5.3.2 are banked and managed as follows:

- 5.3.4.1 A professional uses the hours thus accrued following agreement with his immediate superior, and subject to the Department's operational requirements.
- 5.3.4.2 On May 1st of each year, the professional cannot keep more than one hundred and eighty (180) paid hours in the bank. However, starting from ninety (90) hours and going up to a maximum of one hundred and eighty (180) hours, the professional may opt for monetary compensation (at the hourly rate in effect on the preceding April 30th) or to have the hours added to the aggregate time bank. Beyond one hundred and eighty (180) hours, he must choose whether to claim payment for the hours or to have the hours added to the aggregate time bank.
- 5.3.4.3 A minimum of three (3) consecutive hours are required for the hours to be banked, and the hours are deducted from the time bank.
- 5.3.4.4 As part of the implementation of 5.3.4.2, overtime hours, where applicable, must be paid by June 30th at the latest.

5.3.5 Overtime allocation

- 5.3.5.1 Overtime is done by the professional who normally performs the task for which overtime is required.
- 5.3.5.2 If several professionals are performing the same task, overtime is first offered to permanent professionals, and then to occasional or provisional professionals. If none of the latter is available, the Employer offers the overtime to another professional from the Division involved provided the employee is able to perform the task.
- 5.3.5.3 If a professional from the Division refuses to perform the required overtime, the Employer shall then entrust the work first to an occasional or provisional professional, if any, and then to a professional of his choice.

5.3.5.4 If overtime is required in a Section or Division, it must be allocated equitably among professionals capable of performing it.

5.3.6 Appearance during a holiday

A professional who is required to appear in Court while on vacation or on a weekly holiday, in respect of a matter associated with or ensuing from the performance of his duties, shall be remunerated for seven (7) hours or for the actual time spent in Court, should such time exceed seven (7) hours, with said time paid as overtime, in accordance with 5.3.2.

5.4 General holidays and non-working time off

5.4.1. The following are paid non-business days:

- New Year's Day;
- Day After New Year's Day;
- Good Friday;
- Easter Sunday (if it replaces Good Friday or Easter Monday)
- Easter Monday;
- The Fête des Patriotes;
- The Fête nationale du Québec;
- Canada Day
- Labour Day
- Thanksgiving Day;
- Christmas Eve;
- Christmas Day;
- The day after Christmas Day
- New Year's Eve;
- Two paid non-working holidays between Christmas Day and New Year's Eve.

Plus all civic or civil holidays, or any other day intended to replace any of the above-mentioned days.

5.4.1.1 If a general holiday falls on a Saturday or a Sunday, it is carried forward to the following business day. However, if Christmas Eve and New Year's Eve fall on a Saturday or Sunday, the holidays are carried to the Fridays before Christmas and New Year's Day.

5.4.1.2 Where a general holiday is substituted, only the day substituted is considered a general holiday.

5.4.2. Time computation

For the purposes of this Article, a general holiday or *non-working* holiday corresponds to one-fifth (1/5) of the number of working hours per week stipulated for work, that is, seven hours (7 hrs.).

5.4.3. Coincidence with vacations

Where any of these general holidays coincide with the professional employee's annual vacation period, the vacation time corresponding to the duration of said general holiday is credited to the professional's vacation bank and the general holiday is used.

5.4.4. Professional employee required to work on a Statutory holiday

5.4.4.1 Where a professional is required to work on a statutory holiday, the following conditions apply:

- Holiday hours are paid. Furthermore, each hour worked under the professional's regular schedule for the day, up to the number of hours stipulated in 5.4.2 of Schedule "H", is paid at the normal rate, plus 50%;
- The additional 50% is paid, or at the request of the professional, banked, as provided in 5.3.

Hours worked in excess of the regular schedule for the day, or of the number of hours provided in 5.4.2, are remunerated as provided in 5.3.

5.4.4.2 Holiday hours to be postponed are carried forward by agreement between the professional and his immediate superior, subject to operational requirements.

5.4.4.3 Unless taken before April 30th of a given year, the holiday hours balance accrued over the twelve (12) preceding months are paid at the salary on April 30th, on the following June 30th at the latest, or at the request of the professional, added to the time bank.

5.4.5. Remuneration on a Statutory holiday or on a non-business day

5.4.5.1 A professional who works on the eve of, or on the day following a statutory holiday, will receive his full salary for that statutory holiday.

5.4.5.2 A professional who is absent on the eve of, or on the day following a statutory holiday, but who is paid his full salary

for either of these days, will receive his full salary for that statutory holiday.

- 5.4.5.3 A professional who is absent without pay on the eve of, or on the day following a statutory holiday or non-business day as provided in 5.4, will not be paid a salary for that statutory holiday or non-business day, unless such absence is authorized by his immediate supervisor.
- 5.4.5.4 A professional who is paid in accordance with the provisions of 5.9 or 5.10 will receive no additional salary or statutory holiday or non-business day postponement provided in 5.4.
- 5.4.5.5 Subject to the Department's operational requirements, the Employer must, before December 1st of the relevant year, notify the professionals called upon to work on the holidays between Christmas Day and New Year's Day. Such days worked are remunerated at the professionals' regular hourly rates. The holiday hours will be preserved in the general holiday bank and used in accordance with 5.4.4.2 or carried forward, in accordance with 5.4.6.3.

5.4.6. Statutory holiday hours (used or unused)

- 5.4.6.1 Where, on a holiday, the number of hours provided accordingly for a professional amounts to less than one-fifth (1/5) the average weekly number of hours worked provided for his position, the professional can be absent from his work for a period equal to the number of unused holiday time for the day. A twenty-four (24)-hour advance notice must be provided regarding when the time will be recovered, by agreement with the immediate supervisor, and each absence must be at least three (3) hours a day.
- 5.4.6.2 Where, on a holiday, the number of hours provided accordingly for a professional amounts to more than one-fifth (1/5) the average weekly number of hours worked provided for his position, the professional must work for a period equal to the number of holiday hours owing for the day. Where hours are worked, they must be done so by agreement with the immediate supervisor.
- 5.4.6.3 On May 1st of each year, the Employer, where applicable, establishes either the number of unused statutory holidays or the excess statutory holiday time used, for each professional. The total number of unused hours is paid, or at the request of the professional, added to the time bank in accordance with the provisions of 5.3.4. Excess holiday time used is repaid through deductions from the professional's

unused holidays on April 30th of that year or from any other bank provided in the agreement, or otherwise, according to the provisions of 7.3.3 and 7.3.4.

5.5 Mobile hours

- 5.5.1 Each professional is entitled to forty-two (42) hours of mobile hours, which he must take within the period from May 1st to April 30th of each year, by agreement with the immediate supervisor, and with twenty-four (24) hours' notice. These hours cannot be carried forward to the following year. However, the unused hours on April 30th of a given year will automatically be transferred to his aggregate bank.
- 5.5.2 The acquisition of these mobile hours is established based on the full months of service accrued between May 1st and April 30th of the current period, at a rate of three hours and 30 minutes (3.30 hrs.) a month, and up to a maximum of forty-two (42) hours.
- 5.5.3 Mobile hours can be taken in advance between May 1st and April 30th by agreement with the immediate supervisor.

5.6 Annual vacation

5.6.1 Entitlement to vacation

Entitlement to vacation is acquired on May 1st of each year for services rendered over the preceding twelve (12) months. The vacation period goes from May 1st of one year to April 30th of the following year, and vacations cannot be carried forward from one year to the next, subject to 5.6.8.3 and 5.6.8.4. However, a professional may choose to have a part of his vacation added to the aggregate time bank, or with prior authorization from the immediate supervisor, carried forward to the following year. Only the three (3)-week vacation surplus for the current year can be thus paid or carried forward.

5.6.2 Choice of vacation time

Periods are chosen according to the professional employee's seniority and normal circumstances, by agreement between the professional and the immediate supervisor. The latter must make his decision known within a reasonable time.

Each professional must present his vacation period choice in writing to his immediate superior twice a year, on April 1st and on October 1st.

The professional and the professional librarian may, at their request, take more than three (3) consecutive weeks of vacation.

However, the professional library must, for the period between Quebec National Holiday to Labor Day, obtain the permission of his immediate supervisor to take more than three (3) consecutive weeks of vacation.

5.6.3 Vacation quantum

5.6.3.1 During the year, which goes from May 1st to April 30th, a professional is entitled to annual vacations depending on his number of years in service on April 30th of the preceding year, and based on the number of weekly hours* in his position, as indicated in the following table:

Vacation time

	Year(s) of service	Vacation time
A	Less than 1 year	7 hrs
B	1 year, less than 2 years	70 hrs
C	2 years, less than 5 years	105 hrs
D	5 years, less than 15 years	140 hrs
E	15 years, less than 20 years	175 hrs
F	20 years and more	210 hrs

*Weekly hours: thirty-five (35) hours

5.6.3.1.1 Less than one (1) year of continuous service: the number of hours indicated on line "A" for each full month of service until the maximum provided on line "B".

5.6.3.1.2 After one (1) year and less than two (2) years of continuous service: the number of hours indicated on line "B", at a rate of one-tenth (1/10) the number of full months of service.

5.6.3.1.3 After two (2) years and less than five (5) years of service: the number of hours indicated on line "C", at a rate of one-tenth (1/10) the number of full months of service.

5.6.3.1.4 After five (5) years and less than fifteen (15) years: the number of hours indicated on line "D", at a rate of one-tenth (1/10) the number of full months of service.

5.6.3.1.5 After fifteen (15) years and less than twenty (20) years: the number of hours indicated on line "E", at

a rate of one-tenth (1/10) the number of full months of service.

5.6.3.1.6 After twenty (20) years: the number of hours indicated on line "F", at a rate of one-tenth (1/10) the number of full months of service.

5.6.3.2 A professional who is not entitled to any vacation day can take ten (10) consecutive unpaid business days by agreement with his immediate supervisor. Upon request, a professional employee will receive the number of unpaid vacation days required to complete two (2) normal weeks of vacation time, including vacation time to which he is entitled.

5.6.3.3 No absence due to annual vacation may last less than three (3) consecutive hours on the same day. However, if his vacation bank has a credit of less than three (3) hours, a professional may take the remaining time in consecutive hours off on the same day.

5.6.4 Situation on December 31

A professional who has completed or who will complete the required number of years of service on or before December 31st of the reference year is entitled to the amount of vacation time provided in 5.6.3.1.2 to 5.6.3.1.6, inclusively.

5.6.5 Pro rata

A professional who leaves the employment of the Employer, is entitled, during that year, to the balance of vacation time accrued for the preceding year and as indicated in the table in 5.6.3.1, in accordance with his number of hours of service, plus one-tenth (1/10) this number per complete month of service since the start of that year, until the maximum stipulated in 5.6.3.

5.6.6 Professional absent without pay

A professional absent without pay during the year is entitled, on the following May 1st, to an amount of vacation time equal to his number of complete months of service, and the computation is done in accordance with the provisions of this article.

5.6.7 For the computation of vacation days, the years of service are established according to the last date of hiring.

5.6.8 Vacation accrual during sick leave

5.6.8.1 During the year, a professional who, due to illness, is absent for more than six (6) months, with or without pay, and

irrespective of whether he did or did not collect short-term disability benefits mentioned in 5.9, is entitled, on the following May 1st, to an amount of vacation time corresponding to the number of his complete months of service, including the first six (6) months of absence due to illness. A professional accrues no vacation time during the period in excess of said six (months) of absence due to illness.

- 5.6.8.2 A professional who is absent due to occupational disease or occupational injury under 5.10 is only entitled to accumulate vacations for the first twelve (12) months of said absence.
- 5.6.8.3 A professional returning from an unpaid leave of absence, from maternity leave, from parental leave, from adoption leave, from sick leave, or occupational accident or disease can carry forward to May 1st following his date of return to work, the total annual vacation time, where applicable, in order to be able to obtain the maximum vacation time to which he would have been entitled had he stayed on at work.
- 5.6.8.4 For the professional under 5.6.8.1 and 5.6.8.2, accumulated vacation time that remains unused on April 30th of one year or that is in excess of the maximum time prescribed under 5.6.8.3, where applicable, is reimbursed or, if the professional so chooses, carried forward to the following year.

5.7 Wages for non-occupational disease

5.7.1 Sick time credit

- 5.7.1.1 Over a one-year period, a professional may accumulate, in sick time, up to two (2) times the average number of hours worked weekly at his job, that is, seventy (70) hours, at a rate of one-twelfth (1/12) per full month of service.
- 5.7.1.2 On May 1st of each year, the Employer shall advance the sick time credit stipulated above, based on the professional's number of full months in service, between May 1st of the year or the date of his hiring and April 30th of the following year.
- 5.7.1.3 A professional whose number of weekly working hours is changed after May 1st of a given year will have his sick time credit adjusted accordingly.

- 5.7.1.4 A professional who is absent due to illness or an accident other than what is stipulated in article 5.10 shall use his sick time credit provided in 5.7.1.1 to cover the waiting period stipulated in the short-term disability insurance contract.

5.7.2 Balance credit or postponement

- 5.7.2.1 On June 30th each year, the Employer pays the sick time balance for the period between May 1st of the preceding year and April 30th of the current year as provided in 5.7.1.2 that has not been used by the professional, at the professional's wage rate as at April 30th of that year.

However, at the option of a professional, a maximum of 35 hours of the sick time credit balance may be compensated in vacation time credited to his vacation bank for the current year. Where applicable, time in excess of 35 hours in the sick time credit balance may be added to the aggregate time bank.

A professional who gets maternity leave, adoption leave or parental leave, as applicable, may apply for a postponement of payment of the balance of his sick time credit. Amounts that are thus carried forward will be payable upon his return.

The professional must notify the Employer in writing, by April 15th of each year at the latest, if he does not want to be paid his sick time credit. If such notice is not provided (compensation in vacation time, addition to aggregate time bank, postponement of payment) within the prescribed time frame, the Employer shall make a payment by June 30th at the latest.

- 5.7.2.2 Where a professional goes on retirement, resigns, is dismissed or dies, he or his successors shall be paid the aggregate sick time balance in his credit, under the terms of article 5.7.1.1, payable at the rate of his last salary.
- 5.7.2.3 For purposes of applying the provisions of 5.7.2.1 and 5.7.2.2 of this article, for the year in which he stops working, a professional is only entitled to one-twelfth (1/12) of the hours stipulated for his work under 5.7.1.1 and 5.7.1.2 for each full month of service completed between May 1st of the current year and the time of his departure.
- 5.7.2.4 The Employer is authorized to deduct from the professional's last paycheques, sums proportional to any sick time credit paid in advance by the Employer, and to which the professional was not entitled.

5.7.3 Information bank balance

The Employer indicates the sick time balance accrued under 5.7.1.1 on each professional's pay stub.

5.7.4 Medical examination

5.7.4.1 The Employer can, at any time, and in good faith, have a professional examined by a medical expert chosen by the Employer.

5.7.4.2 A professional who is absent due to illness or an accident, and who receives benefits under a short-term disability insurance policy, or who is unpaid, must, where required, upon returning to work, meet with a medical expert designated by the Employer, and upon request, provide a certificate from his attending physician.

5.7.4.3 For any period of absence during which a professional does not receive disability benefits from the insurer, the medical expert shall determine whether or not the absence is justified as well as when the professional may resume his work. The professional shall be entitled to representation by his own physician. If the professional's physician and the Employer's physician cannot agree, they will recommend the appointment of another physician, whose decision will be final. The Employer shall accept the choice of both physicians. The third physician's fees will be shared equally by the Employer and the professional.

5.7.4.4 A professional who is required to meet with a medical expert designated by the Employer outside his working hours in order to receive a medical assessment before returning to work, shall be compensated by a simple time credit for the time spent with the medical expert, unless he is otherwise remunerated. The time that is thus compensated is determined by the medical expert.

5.7.5 Progressive return

5.7.5.1 A professional on disability may, when he is able to partially resume his work as recommended by his attending physician, slowly return to his position by agreement with his immediate supervisor, with said agreement meeting the conditions stipulated by the attending physician.

5.7.5.2 In those cases, hours worked are remunerated at the professional's wage rate, and the non-worked hours are paid

by the Employer (short term) or by the disability insurance plan (long term), according to the terms in effect.

5.8 Aggregate time bank (health of a loved one, pre-retirement, progressive retirement)

- 5.8.1 A professional may build an aggregate time bank which may not exceed twelve (12) weeks of work by having annual sick time credits, flexible leaves, compensatory time and the excess three (3) weeks of vacation time, in accordance with 5.6.1, transferred to it.
- 5.8.2 Accrued credits in the aggregate time bank can be used, at the rate in effect at the time of the event:
 - 5.8.2.1 to perform duties associated with the health of a close relative as provided in paragraph 3.1.3.2;
 - 5.8.2.2 to allow a pre-retirement or progressive retirement leave, as follows:
 - a) A professional who chooses to use a pre-retirement leave from his aggregate time bank must take it on a straight and ongoing basis immediately before the start of his retirement. The professional must notify the Human Resources Department at least three (3) months before the start of the pre-retirement leave.
 - b) A professional who is less than ten (10) years away from the normal retirement age of sixty-five (65), or who is above that age, can also use progressive retirement payable from his aggregate time bank over a maximum of twelve (12) months. This progressive retirement is in the form of reduced work time of at least half (1/2) a day per week and at most three (3) days per week. The professional must notify the Human Resources Department at least three (3) months before the start of the progressive retirement leave.
- 5.8.3 Time accrued in the aggregate time bank cannot be cashed unless the professional resigns, is released, is declared disabled by the Régie des rentes du Québec, retires or dies. The professional or his successors, where applicable, shall then be paid the aggregate time balance in his credit, at the rate of his last salary.

5.9 Insurance plan

5.9.1 The Employer shall maintain in effect an insurance plan providing each eligible professional with the following benefits, subject to the relevant provisions of the insurance policy in effect:

- Pre-retirement death benefit equal to two (2) times his annual salary;
- Short-term benefit equal to one hundred percent (100%) of his salary for a period of twenty-six (26) weeks, following a five (5)-business day waiting period.
- Long-term benefit equal to seventy percent (70%) of his salary at the start of the disability, after a twenty-seven (27)-week waiting period and ending on the professional's sixty-fifth (65th) birthday.
- Benefits in the event of dismemberment or accidental death before retirement.
- Supplementary medical insurance.

5.9.2 The Employer shall assume fifty percent (50%) of the insurance premiums, except in the case of short-term benefits, where the Employer assumes the full costs.

5.9.3 The provisions of Chapter 8 do not apply in the light of the decisions of the Insurer.

5.9.4 Within ninety (90) days of signing the collective agreement, the Employer shall provide the Union with a copy of the insurance policy mentioned in 5.9.1 as well as details concerning the insurance plan.

5.9.5 Within the same time frame, the Employer shall provide each professional with a summary description of the insurance plan. Whenever a new professional is hired, the Employer provides him with a copy of the document.

5.9.6 Additional death insurance

At his option, a professional may receive additional death insurance in ten thousand dollar (\$10,000) increments as provided in said policy, as well as death insurance for dependants, provided the conditions governing such policy are met and he covers the entire cost.

5.10 Occupational accident and disease

5.10.1 Where a professional sustains injury or becomes ill as a result of his duties, he will receive an amount equal to the net regular salary he would have received if he had continued working, provided he is unable to resume his work or that it has not been definitely established

that he will no longer be able to resume work. However, a professional shall pay the Employer any amounts he receives as salary compensation pursuant to the application of the *Quebec Automobile Insurance Act* or of the regulations made under that act.

- 5.10.2 Likewise, a professional shall pay the Employer any amounts he receives as salary compensation pursuant to the application of the *Act respecting industrial accidents and occupational diseases* or of the regulations made under that act.
- 5.10.3 As for the rest, the *Act respecting industrial accidents and occupational diseases*, R.S.Q. C.A.-3.001, as amended from time to time, applies.
- 5.10.4 For purposes of interpretation of this article, the net regular salary is equal to the rate payable under the *Act respecting industrial accidents and occupational diseases*, augmented by a sufficient amount to maintain the net salary after regular contribution deductions in the Employer's pension plan, income tax deductions and contributions to public plans applicable to the amount. Associated calculations are computed on an annual basis.
- 5.10.5 The Employer may have a professional who has been involved in an accident examined by a medical expert of his choice, in accordance with relevant legal provisions.
- 5.10.6 Notwithstanding any other provisions, where a professional is deemed capable of working following an occupational accident or disease, the Employer shall return the professional to his position or to any other vacant position within his Department, or to any other position commanding an equal or lower salary, which the professional is qualified to occupy, and without loss of salary.
- 5.10.7 Where no vacant position is available, the Employer may transfer the holder of a position in accordance with 2.3.3, with the professional thus transferred deemed to be placed on availability. The professional covered under 5.10.6 shall then return to the newly vacant position.
- 5.10.8 Where no positions are available in an equal or lower salary group matching his physical condition and qualifications, the provisions of the *Act respecting industrial accidents and occupational diseases* shall apply.
- 5.10.9 Under 5.10.8, where a professional is unable to return to a position in the bargaining unit, the Employer may, in accordance with 6.2.2, integrate him in any position he is capable of holding at the Employer's premises.

5.11 Health and safety

- 5.11.1 The Employer shall take all necessary steps to ensure proper sanitation, ventilation, lighting, temperature, moisture and safety in the workplace.
- 5.11.2 Where a professional is involved in an occupational accident or suddenly becomes seriously ill during his work schedule, the Employer shall assume the expense for having such professional transported to the nearest physician or hospital.
- 5.11.3 The Employer shall provide free first aid kits to all professionals at all workplaces and worksites.

5.12 Joint Health and Safety Committee

- 5.12.1 The Employer and the Union agree to create and maintain a Joint Health and Safety Committee covering all workplaces where professionals work.
- 5.12.2 The Committee shall meet as often as is needed, upon ten (10) days' request by either party.
- 5.12.3 The Committee shall be composed of two (2) representatives of the Employer and of two (2) Union representatives, and where needed, each party may call on one (1) representative from the workplace involved.
- 5.12.4 The Committee shall adopt procedures it deems necessary for proper internal management.
- 5.12.5 The Committee shall meet during normal work hours, with Union representatives attending such meetings incurring no salary loss.
- 5.12.6 The Committee shall provide both parties with recommendations it deems necessary to solve health and safety grievance problems, and the latter shall decide the matter in accordance with their discretion.

5.13 Expense claims

- 5.13.1 A professional shall be reimbursed for expenses incurred in or as a result of the performance of his duties, provided the expenses are approved by the immediate superior beforehand, and upon presentation of supporting materials.
- 5.13.2 A professional who is dissatisfied with the interpretation of this article or with its application may submit the case to the Joint Professional Relations Committee. Should the dispute remain unresolved, he may then submit his grievance according to the dispute settlement mechanism provided in Chapter 8.

CHAPTER 6

6. Employment conditions

6.1 Permanent Professional

No professional shall be appointed or promoted to a job on a permanent basis unless his name figures on an eligibility list and he conforms to the normalized requirements outlined by the Employer.

6.1.1 During the probation period, the professional whose medical examination is satisfactory can be appointed on a permanent basis by the competent authority.

6.1.2 Upon completion of the probation period, the concerned professional is appointed on a permanent basis by the competent authority.

6.1.3 Any absence of ten (10) business days and more, except for annual vacation, further extends the probation period.

6.1.4 During the probation period, the professional can be dismissed by the Employer if the latter assesses that he lacks the necessary qualifications and ability. He thus ceases to receive a salary. The Employer's decision is final and cannot constitute the subject of a grievance. The professional thus dismissed can only be reemployed one (1) year after the date of his dismissal.

6.1.5 Subject to article 6.1, any occasional or provisional professional who, just before being appointed as professional on probation, occupied the position to which he has been appointed or a similar position in the same Department will have his probation period, reduced by the number of hours during which he occupied the position, as outlined in 1.2.15. The probation period thus determined cannot be less than four hundred and fifty-five (455) hours.

6.2 Professional status

6.2.1 No employee required to accomplish a function under schedule "A" can have a status other than that of permanent, on probation, occasional, provisional or part-time professional librarian.

6.2.2 Relocation

Pursuant to article 5.10.9 and notwithstanding article 6.2.1, a professional can be relocated out of the bargaining unit; in this case, the Employer takes precautions to ensure that the professional receives at least a yearly earning equal to the salary he was receiving at the time of his relocation.

6.3 Seniority

6.3.1 Acquisition and loss of seniority

- 6.3.1.1 Seniority for the professional signifies the total duration in years, months and days at the service of the Employer, from the date of his last hiring. When the professional completes the probation period, his date of seniority is retroactive to the first (1st) date of hiring.
- 6.3.1.2 Absence for the following reasons does not interrupt the accumulation and maintenance of seniority:
 - 6.3.1.2.1 Absence with or without salary due to illness or an accident;
 - 6.3.1.2.2 Absence or leave with or without salary authorized by the collective agreement or by the Employer, as the case may be;
 - 6.3.1.2.3 Absence for union or professional activities authorized by the collective agreement or the Employer;
 - 6.3.1.2.4 Period of suspension for disciplinary reasons;
- 6.3.1.3 A professional loses the rights acquired through his seniority and his job for any of the following reasons:
 - 6.3.1.3.1 He voluntarily leaves his job without prior permission for absence from his Employer;
 - 6.3.1.3.2 He is dismissed for a just cause which can be proven by the Employer;
 - 6.3.1.3.3 He resigns;
 - 6.3.1.3.4 He retires for what concerns seniority only;
- 6.3.1.4 In March every year, the Employer shall notify every professional of his date of seniority and service date (benefits) and transmit a copy to the Union. In case of an error, the professional shall submit a request for revision to the human resources officer. If there is disagreement, the joint industrial relations committee is informed of the issue and if the disagreement persists, the professional can report his case according to the Grievance processing procedures stated in article 8.1.

6.4 Transfer of personnel

6.4.1 Vacant positions

- 6.4.1.1 The Employer can fill any vacant position or newly created position of his choice with a - professional placed on availability in conformity with 2.3 or 5.10.
- 6.4.1.2 If the Employer decides to fill the position, he appoints a professional latest six (6) months after the position is created or becomes vacant.
- 6.4.1.3 If the Employer abolishes the position during the period described above, he shall inform the professionals whose applications are still being considered, if any.
- 6.4.1.4 Any professional position that needs to be filled on a permanent basis and for which no valid eligibility list exists shall be subject to a competition notice.

6.4.2 Examinations

The Employer designates an examination officer in charge of the competition (postings, acceptability, skills assessment and eligibility). The designated person is a member of the Evaluation Committee referred to in article 6.4.2.3. He is from the Human Resources Department.

- 6.4.2.1 Competition notices shall be posted in all offices in the City where professionals work, specifying whether the examination is reserved for in-house professionals or it is open to external applicants and by specifying:
 - the title of the job and wage group of the positions to be filled;
 - how many positions and their numbers, if any, and if they are known at the time of the posting;
 - the work place(s);
 - the Department;
 - the nature and the normal requirements for the function;
 - the specific nature of the position and any incidental distinctive requirements;
 - the benefits, if any;

- the special and current conditions of the position depending on the working hours as per the collective agreement;
- the deadline for receiving applications;
- the name of the examination officer;

6.4.2.2 Any professional interested in occupying this position shall fill the appropriate form and send it together with his curriculum vitae to the examination officer.

Any professional who is absent at the time of posting because of annual leave can submit his application within five (5) business days of his return from leave, if the eligibility list is not yet prepared.

6.4.2.3 Evaluation Committee

6.4.2.3.1 The Evaluation Committee which is set up to permanently fill a vacancy shall comprise at least two (2) managers and at most three (3) managers designated by the Employer.

6.4.2.3.2 The Evaluation Committee shall include at least one (1) human resource person and one (1) person from the Department with the vacancy.

6.4.2.3.3 Any person having a direct ascendant or descendant family relationship with any of the applicants is automatically excluded from the Evaluation Committee.

6.4.2.3.4 The Committee approves the evaluation instruments and directs the evaluation process. It prepares the eligibility list and puts the marks of each applicant on the list.

6.4.2.3.5 The Committee is independent and adopts any procedure it considers proper for its internal matters.

6.4.2.3.6 Evaluation instruments should be of a nature to evaluate and ascertain the competence and aptitudes of applicants at the positions to be filled.

6.4.2.3.7 Professionals tested by the Committee are informed in writing of their results.

6.4.2.4 Admissibility and appointment for interview

A professional who meets the requirements for the advertised position is registered on an admissibility list. Any significant combination of education and experience is taken into consideration in the light of the job description.

- 6.4.2.5. The Employer transmits the competition notice to the Union during posting.
- 6.4.2.6. The designated person establishes the admissibility of applicants in conformity with the competition notice. The benefits mentioned in the competition notice cannot be used to discriminate against applicants at the level of admissibility.
- 6.4.2.7. The professional is informed in writing of the decision concerning his admissibility. When the designated person rejects the application of a professional, he must inform the professional in writing of the reasons for his decision.
- 6.4.2.8. The Employer sends an appointment for interview to successful professionals, indicating the pass mark as well as the possibility of a second interview. After the first interview, if the number of professionals having obtained the pass mark is more than the number of vacancies, the employer can decide to constitute an eligibility list to fill the vacancy(ies) or continue the process and invite the applicants for a second interview. In the case of a second interview, the name of the professional with the highest mark will feature on the eligibility list and he will fill the vacancy.

6.4.3 Appeal procedure

- 6.4.3.1 Any professional whose application is rejected can appeal to the designated person as follows:

The written appeal must be lodged within five (5) business days of the reception of this decision with the designated person who will transmit it to a Review Committee made of two (2) representatives designated by the Employer and one (1) Union representative. Each party is free to add a resource person of its choice. Union representatives can attend with no wage loss.

The Review Committee shall meet within five (5) business days of the reception of the request for appeal. The designated person cannot be one of the two (2) members of the Review Committee.

6.4.3.2 Rejecting the application or including the name of a professional on the eligibility list depends on the decision of the Review Committee.

6.4.3.3 The Review Committee shall make its decision, with regard to the requirements on the competition notice, and Union representatives shall have access to all information necessary for understanding the file, given that they are bound by the obligation of confidentiality.

The Review Committee must make a decision within five (5) days of the meeting referred to in 6.4.3.1. The decision is final and without appeal.

6.4.3.4 The Evaluation Committee cannot continue with evaluation, as long as relevant documents for this examination are still being studied by the Review Committee.

6.4.4 Request for transfer or demotion

Any permanent professional who desires to be transferred or demoted and who is an applicant must be invited for an interview by two (2) representatives of the Employer before continuing the examination procedure. When the Employer knows the professional who wants to be transferred, the examination process is cancelled.

In a case where a professional's application for transfer or demotion is not retained, the Employer gives the professional the reasons for his refusal in writing. The decision cannot constitute a grievance and the Employer continues the examination process.

6.4.5 Eligibility list

6.4.5.1 After the admissibility list is drawn and subject to section 6.4.3.5, the evaluation committee evaluates the applicants. The name of the applicant who succeeds in the examination will be published on the eligibility list.

6.4.5.2 The eligibility list resulting from an examination remains valid for twelve (12) months, for the purpose intended by the competition notice.

6.4.6 Choice of professional

The eligibility list is made up of applicants who passed the examination.

6.4.6.1 The choice of professional is made from the names on the eligibility list, by elimination and according to the following order:

- 1- The professional with the highest marks;
- 2- The qualified applicant from outside the bargaining unit;

6.4.6.2 Deadline to fill the position

The appointed professional must take up his new position within one month of his appointment by the Employer. He shall be entitled to the corresponding salary from the date of his appointment.

If the professional's appointment is after the prescribed time stated in 6.4.1.2., the appointment will retroact upon expiration of the deadline.

6.4.7 Demotion and reintegration

- 6.4.7.1 The professional shall be sent back to his initial position or to a position in an equivalent job notwithstanding article 6.4.6, if in the four (4) months following the date of his entry into service in his new position, the Department head realizes that he cannot satisfy appropriately the needs of the position to which he is appointed. This demotion takes effect from the date of signature of the decision of the Department head and the professional receives the salary he would have had at this time if he had not been promoted. The reasons for this demotion are given to the professional and, upon request, to the Union.
- 6.4.7.2 Within the same period and with the approval of the Department head, the promoted professional can return to his previous function or an equivalent function , receiving the salary he would have had if he had not been promoted, without losing any benefits he had obtained before this promotion.
- 6.4.7.3 According to the modalities outlined in article 6.4.4, the professional, for personal reasons, and at his request can be demoted to a lower function provided there is a vacancy and at the salary he would have received if he had occupied this position before, without loss of the other accumulated benefits.

6.4.8 Administrative transfer

- 6.4.8.1 Notwithstanding any other provision, a professional can be transferred to another position within the same function because of the administrative needs of the Employer, insofar as the professional can fulfil the normal requirements for the position.

6.4.8.2 At the request of the transferred professional, the Employer informs the latter as well as the Union of the reasons for the transfer. If the transferred professional disagrees with the transfer, he must signal his disagreement to the Joint professional relations committee. If the disagreement persists, he can contest the decision by resorting to the grievance procedure referred to in article 8.1.

6.4.9 Alternation

Notwithstanding article 6.4.1 to article 6.4.8, two (2) professionals, with jobs of the same level can cross-post, each taking the position of the other insofar as their immediate superiors agree with the change and agree on the date when the change will take place.

6.4.10 Temporary appointment

6.4.10.1 Vacant or newly created position

For as long as there is no eligibility list, the Employer can temporarily fill a vacant or newly created position.

6.4.10.1.1 Choice of relief professional

Choosing a professional is done according to the following order: from among professionals whose names appear on a valid eligibility list for a similar position, among professionals of a lower wage group able to perform the duties of the position to be filled (superior function), among employees outside the bargaining unit capable of filling the position (provisional) or by an external applicant with the minimal requirement for the function (occasional).

6.4.10.2 Temporarily vacant position

6.4.10.2.1 For the necessity of the Department, the Employer can fill a position that becomes temporarily vacant through the absence of a professional who will eventually return to his position.

6.4.10.2.2 Choice of relief professional

6.4.10.2.2.1 When the Employer decides to temporarily fill a permanent or temporary vacancy, the choice of the professional is done

according to the following order :
from among professionals of a lower wage group whose names figure on a valid eligibility list for the position, among professionals whose names figure on a valid eligibility list for a similar position, among professionals of a wage group that can perform the duties of the position to be filled, among employees outside the bargaining unit who can perform the duties of the position to be filled (provisional) or by an external applicant with the minimum requirement for the function (occasional).

6.4.10.2.2.2 If the planned duration for filling the vacancy is fifteen (15) months or more, the Employer shall post notices of vacancies in all offices with professionals, indicating the proposed deadline for the filling. Concomitantly, he can look for an external applicant. At the end of the posting deadline, the Employer may appoint the professional of his choice, respecting the order outlined in article 6.4.10.2.2.

6.4.10.3 If it concerns a superior function, the chosen professional shall benefit from the increase in salary referred to in 6.4.11.2.

6.4.10.4 Duration of replacement

No replacement is possible in a superior function for a period greater than that outlined in article 6.4.1.2, without an agreement with the Union, except in cases of illness, scheduled leave as per 3.9. or of leave without pay.

6.4.10.5 Refusal of an appointment

The professional can refuse a temporary appointment to a superior function.

6.4.11 Wage Mechanisms (promotion and superior function)

6.4.11.1 Permanent promotion

- 6.4.11.1.1 On the date of assumption of duty, the promoted professional benefits from the prorata of the statutory increase due before the date of his promotion and a statutory increase of 3.5% without however exceeding the maximum of his new salary scale. If this new salary is lower than the minimum of his new wage group, his salary is automatically raised to this minimum.
- 6.4.11.1.2 If permanent appointment immediately follows temporary appointment in a position of the same function in the same Department, the new salary will be established by adding to the salary of the superior function, the prorata of the statutory increase due in the superior function. The date of appointment as permanent professional then becomes the new anniversary date.

6.4.11.2 Superior Function

- On the date of assumption of duty, the professional appointed to a superior function benefits from the prorata of the statutory increase due before the date of his appointment to a superior function and a 3.5% statutory increase without however exceeding the maximum of his new salary scale.
- 6.4.11.2.1 If the new salary thus established is lower than the minimum of his wage group, his salary is automatically raised to this minimum.
- 6.4.11.2.2 The increase is also paid during the absences of the professional, unless he is replaced by another professional in the same position.
- 6.4.11.2.3 On each anniversary of continuous assignment, the professional receives the prescribed statutory increase, until the maximum of the salary scale of the superior function is attained.
- 6.4.11.2.4 When the director or his representative decides to put an end to the superior function, the professional shall return to his previous position and receive the salary he would have

received if he had remained in his previous position.

6.4.11.2.5 During the period of temporal assignment, overtime hours are increased by fifty per cent (50%) or one hundred per cent (100%) depending on the case, and paid in conformity with 5.3.2 or paid into the accrued hour bank, at the professional's request.

6.4.11.2.6 For the professional who retires or dies while he is assigned to a superior function over the past twelve (12) months, the salary received is included in the calculation for reimbursement of the balance of vacation days or sick time accumulated to his credit.

6.4.12 Off-unit Movement

6.4.12.1 When a professional, appointed to temporarily perform a management job stops occupying the said position, he returns to his previous position with the same rights as if he had actually performed the function during that period. If he had no position or if it had been abolished during his appointment, he reintegrates his bargaining unit and is relocated in conformity with the provisions of 2.3 and 6.4.

6.4.13 Information

6.4.13.1 The Employer shall transmit to the Union, the admissibility and eligibility lists for positions governed by the current agreement as well as any vacancy notice, any decision regarding appointments, promotions, transfers, demotions, suspensions and terminations of professionals governed by this collective agreement. If possible, these documents shall be electronically transmitted to the Union within fifteen (15) business days of their establishment or their adoption.

6.4.13.2 Within thirty (30) days of hiring a occasional or provisional professional, the Employer shall electronically transmit to the Union the information mentioned in B.2.8 and B.3.5, if possible, as well as the following information:

- the professional's employer code;
- name, surname;
- professional status;
- annual salary upon hiring;
- function;

- position number;
- Department, division or section;
- hiring date;
- prescribed date of end of hiring;
- as well as the name of the professional being replaced, if the case may be.

CHAPTER 7

7. Salary conditions

7.1 Statutory increase

7.1.1 Determining statutory increase

In conformity with article 7.1.3, the professional is entitled to a statutory increase equivalent to 3.5% of his gross annual salary, until he attains the maximum of his salary scale prescribed in schedule "A" for his function.

7.1.2 Difference with the maximum of the salary scale

If following a statutory increase, the difference between the professional's salary and the maximum of the prescribed salary scale is less than fifty (\$ 50.00) dollars, his salary is raised to the maximum of the scale.

7.1.3 Payment of statutory increase

The professional receives his statutory increase on January 1 each year, unless the Employer gives him prior written information of his decision and the reason for not paying or for delaying this increase. However, if the statutory increase is refused or delayed, the Department head or his representative shall upon request, transmit the reasons for his decision to the Union.

The professional with less than twelve (12) months service receives his statutory increase on January 1 on a prorata basis for the service months worked in the previous year.

7.2 Compensation and salary plan

7.2.1 The daily salary of professionals on probation, occasional, provisional or permanent basis is established, using the five (5) day work week as a basis.

7.2.2 The professional is paid for hours effectively worked unless he benefits from full payment during his absences, in accordance with the provisions of the collective agreement.

7.2.3 The individual salary of the professional working for the Employer is increased as follows, on the basis of article 7.2.4 and on the following prescribed dates:

- January 1, 2013 : 1%
- January 1, 2014 : 1%

- January 1, 2015 : 2%
- January 1, 2016 : 2%
- January 1, 2017 : 2%
- January 1, 2018 : 2%

On January 1, 2013 as well as on January 1, 2014, the professional at the service of the Employer receives in addition to the increases above a lump sum equivalent to 1% of his salary.

7.2.4 Salary increase

On January 1, each year, the professional's salary is increased from the rate stated in article 7.2.3 to a maximum of the new applicable maximum salary scale. Where the salary increase is lower than the prescribed rate, he is paid the difference as a lump sum, in conformity with article 7.3.1, for the year of the increase.

- 7.2.5 No professional suffers from a reduction in salary after a re-evaluation of his job and the implementation of new salary scales.
- 7.2.6 Retroactivity resulting from article 7.2.3 is paid to each deserving professional or retired professional or sick professional within one hundred and twenty (120) days of the signature of the collective agreement.
- 7.2.7 The professional's salary shall not exceed the maximum of his job's salary scale and shall not be lower than the minimum of the salary scale.

7.3 Payment of salary

- 7.3.1 The annual salary is spread out in periodic payments which are paid every Thursday before noon by bank transfer, into an institution chosen by the professional.
- 7.3.2 If a pay day coincides with a statutory holiday, salaries are paid on the business day before pay day.
- 7.3.3 When the professional has to reimburse money to the Employer, the reimbursement is made from the salary. The Employer can deduct up to one hundred per cent (100%) of the periodic payment in cases related to article 5.7. In all the other cases, the Employer never takes more than the equivalent of thirty three and one third per cent (33 1/3%) at a time, after informing the professional at least one payment period in advance.

- 7.3.4 The Employer is not obliged to conform to this obligation if this method makes him run the risk of not being able to recover money paid in excess or if the professional acted dishonestly or negligently by accepting the excess money paid.

CHAPTER 8

8. Grievance processing and arbitration procedures

8.1 Grievance processing and arbitration method

8.1.1 Settlement with a representative of the Employer

Any professional who thinks that his rights have been violated must try to solve his problem with a representative of the Employer who is designated by the competent authority, before lodging a grievance. He can then be accompanied by the Union representative if he so desires. If the misunderstanding persists, the case shall be referred to a joint labour relations committee.

8.1.2 Depending on the nature of the grievance, the Union representative in charge of the investigation on a grievance can investigate during working hours without loss of wages, after filling the form indicated in schedule "C".

8.1.2.1 For this reason, however, the Employer can adjourn a union leave for a short period of time if it seriously affects the proper functioning of the Department where the Union representative works.

8.1.2.2 In any case, this adjournment cannot be made if it causes the grievance to become untimely.

8.1.3 Step one

8.1.3.1 The grievance that the Union deems appropriate to file is submitted in writing to the competent authority and a copy sent to the chief administrative officer, with a summary report of the grievance and the main points in dispute. It shall be transmitted within ninety (90) days of its happening by the professional himself or the Union, depending on which event happened first. A grievance shall not be deposited more than four (4) months after the date of the event that caused it.

8.1.3.2 Within the fifteen (15) business days following the submission of the grievance, the competent authority receives the Union's grievance committee.

8.1.4 Step two

8.1.4.1 If the grievance is not resolved in the previous step, the competent authority shall inform the Union in writing of the

Employer's decision within twenty (20) business days after it is filed.

- 8.1.4.2 If a response is not received within the prescribed deadline or if the Employer's decision is not accepted by the Union, the Union may file a grievance for arbitration within thirty (30) business days of either of the two events according to the procedure prescribed in 8.2.
- 8.1.4.3 The deadlines mentioned in article 8.1.4.2 may be extended after a written agreement between the Employer and the Union.
- 8.1.4.4 The dates stamped on documents using the date stamps in the office of the competent authority or on the transmission reports of email users are presumed to constitute perfunctory proof that will help in the calculation of deadlines.
- 8.1.4.5 Any disagreement concerning the interpretation and application of this agreement, including cases of suspension, demotion or, termination but which excludes termination that occurs during the probation period, constitutes a grievance which can be submitted for arbitration as prescribed in 8.2.
- 8.1.4.6 Notwithstanding any contrary provision, the Union can directly submit any grievance related to the interpretation of this collective agreement to the competent authority with a certified copy to the chief administrative officer.

Before depositing the grievance, the matter is referred to the Joint labour relations committee, within the deadline outlined in 4.1.3. and 8.1.1.

8.2 Arbitration

- 8.2.1 Grievances are presented to a sole arbitrator. For the duration of this agreement, the Employer and the Union designate the "Service accéléré d'arbitrage" group to act as arbitrator, in conformity with the law and the provisions of this agreement.
- 8.2.2 Grievances are submitted to the arbitrator in writing. The document must contain the summary of the events that caused the grievance and a copy of this document is submitted to the competent authority while a certified copy is submitted to the chief administrative officer or to the Union as the case may be.
- 8.2.3 The arbitrator's powers are limited to ruling on grievances according to the letter and spirit of the collective agreement. Under no

circumstances shall the arbitrator be empowered to add, to subtract from or amend this collective agreement in any way whatsoever. In the event of a disciplinary measure, the arbitrator shall have jurisdiction to uphold or set aside the disciplinary measure, order that the professional be reinstated with all rights, in the job he held, as well as rule on any compensation which must not exceed the total of the wage loss. The arbitrator shall also have jurisdiction to render any other decision he may consider fairer under specific circumstances. To the extent required by applicable law, the burden of proof lies with the Employer.

- 8.2.4 The arbitrator's adjudication must show reasons. It is final and binding on the parties who must abide by it forthwith.
- 8.2.5 If he deems it necessary, the arbitrator may, during the hearing, invite both the attorney for the Employer and the attorney for the Union to enable him obtain all necessary information.
- 8.2.6 The arbitrator's fees shall be shared equally between the Employer and the Union. The same goes for the arbitrator's fees when he is acting in accordance with article 8.3.
- 8.2.7 The arbitrator shall render his decision within thirty (30) calendar days following the last day of hearing.

8.3 Summary arbitration procedure

- 8.3.1 When the Union, in conformity with article 5.1.2.3, submits a disagreement on the modification of the temporary schedule for arbitration, the hearing is done before the arbitrator of the "Service accéléré d'arbitrage" group which shares the available time between the parties.
- 8.3.2 The arbitrator shall hold the hearing within ten (10) days of receiving the grievance and shall render his decision in writing within the next ten (10) days. Such a decision shall be unique and shall not create a precedent.
- 8.3.3 A maximum of one (1) day shall be allowed for each grievance under this procedure. No adjudication or written submission may be presented during the hearing.
- 8.3.4 The arbitrator shall hear the grievance on its merits unless he upholds a preliminary objection related to the arbitrator's jurisdiction or the deadlines.
- 8.3.5 The Employer assumes the burden of proof to the extent required by applicable law.

- 8.3.6 Faced with a disagreement on the modification of the temporary schedule, the arbitrator has to decide whether the change of schedule was justified; otherwise, the Employer will have to re-establish the professional in his previous program.
- 8.3.7 The deadline for lodging of grievances to the summary arbitration procedure (5.1.2.3) could, at the request of the Union, be prolonged by ten (10) business days.

CHAPTER 9

9. General provisions

9.1 List of schedules

"SCHEDULE A"	Salary scales applicable to functions covered by the current collective agreement.
"SCHEDULE B"	Working conditions governing occasional and provisional professionals at the service of the Employer.
"SCHEDULE C"	Request for Union leave" form for union activities.
"SCHEDULE D"	Function description.
"SCHEDULE E"	Employee assistance program.
"SCHEDULE F"	Agreement concerning probationary employees.
"SCHEDULE G"	Standard contract for deferred pay leave.
"SCHEDULE H"	Part-time professionals librarians (administering method of part-time labour clauses).

Schedules "A", "B", "C", "D", "E", "F", "G", "H", and the letters of agreement are an integral part of the current collective agreement.

9.2 Duration of the collective agreement

- 9.2.1 This collective agreement is in effect from January 1, 2013 to December 31, 2018.
- 9.2.2 Modifications made to the collective agreement and to working conditions in force on December 31, 2012 only take effect from the date of signature of the collective agreement unless there are special specifications in one provision or the other of the agreement.
- 9.2.3 The provisions of the current collective agreement shall remain in force until the signature of the next collective agreement.

9.3 Signature

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in the City of Côte Saint-Luc, on the _____th day of the month of _____ 2016.

FOR THE CITY OF CÔTE SAINT-LUC

**FOR LE SYNDICAT DES PROFESSIONNELLES ET
PROFESSIONNELS MUNICIPAUX DE MONTRÉAL**

MITCHELL BROWNSTEIN
Mayor

LINDA GAMACHE
President

NADIA DI FURIA
Interim City Manager

LINDA LAJEUNESSE
Vice-president, Administration & Finance

ANDREA CHARON
General Counsel

DANIEL GWYN
LIBRARIAN & LOCAL REPRESENTATIVE

Mis en forme : Anglais (Canada)

CHRISTIAN CHIASSON
URBAN PLANNING COORDINATOR

GENEVIÈVE GOUGEON
LABOR RELATIONS ADVISOR AND
SPOKESPERSON

Mis en forme : Anglais (Canada)

schedule "A"

Salary scale applicable to jobs covered by this collective agreement

Compensation Plan

Commencing from January 1, 2013, the salary scales that shall appear on the respective tables of groups 1, 2, 3 and 4 are:

Group 1A

Date	Minimum	Maximum
01-01-2013	\$53,041	\$80,132
01-01-2014	\$53,571	\$80,933
01-01-2015	\$54,642	\$82,552
01-01-2016	\$55,735	\$84,203
01-01-2017	\$56,850	\$85,887
01-01-2018	\$57,987	\$87,605

- Evaluation and planning officer (sports elite)
- Museology conservation officer
- Cultural development officer
- Training officer
- Telecommunications and equipment management officer
- Managing officer – Financial and material resources
- Managing officer – Financial resources
- Managing officer – Income security
- Liaison with cultural communities officer
- Marketing officer
- Programming and activities officer - Planetarium
- Educative programs officer
- Research officer
- Production environment systems officer
- Operations officer
- Performance, capacity and cost allocation measurement officer
- Officer – Management system
- Documents and archives management analyst
- Communications officer
- Protocol and reception officer
- Deputy Commissioner – Economic development
- Designer – Training program director

Group 1B

Date	Minimum	Maximum
01-01-2013	\$58,388	\$88,209

01-01-2014	\$58,971	\$89,091
01-01-2015	\$60,150	\$90,873
01-01-2016	\$61,353	\$92,691
01-01-2017	\$62,580	\$94,544
01-01-2018	\$63,832	\$96,436

Librarian

Group 2

Date	Minimum	Maximum
01-01-2013	\$61,313	\$89,872
01-01-2014	\$61,926	\$90,771
01-01-2015	\$63,165	\$92,586
01-01-2016	\$64,428	\$94,438
01-01-2017	\$65,717	\$96,326
01-01-2018	\$67,031	\$98,253

- Agronomist
- Data base administrator (production)
- Landscape architect
- Contentions officer
- Commissioner – Economic development
- Commissioner – Culture service
- Reception and protocol adviser
- International affairs adviser
- Adviser – Analysis and management control
- Standards adviser
- Budget consultant
- Intercultural affairs adviser
- Development adviser
- Financial analysis adviser
- Community development adviser
- Development adviser – Housing
- Property assessment adviser
- Management consultant – Finances
- Management consultant – Financial resources
- Real estate adviser
- Software support and material adviser
- Planning adviser
- Technological planning adviser
- Customer relations adviser
- Telecommunications and equipment adviser
- Language consultant
- Adviser – Library collection
- Science adviser

- Adviser – Management system
- Coordinator – Communication and special events
- Industrial Designer
- Entomologist
- Property manager
- Microbiologist
- Museologist
- Research secretary

Group 3

Date	Minimum	Maximum
01-01-2013	\$88,846	\$97,836
01-01-2014	\$89,734	\$98,814
01-01-2015	\$91,529	\$100,790
01-01-2016	\$93,360	\$102,806
01-01-2017	\$95,227	\$104,862
01-01-2018	\$97,132	\$106,959

- Landscape Architect – Team leader
- Project supervisor – Town planning
- Economic adviser
- Design consultant – Team leader
- Financial analysis adviser – Team leader
- Financial adviser
- Budget planning adviser
- Tax revenue adviser
- Research and strategic planning adviser
- Coordinator – Public consultation
- Financial resource management adviser – Team leader
- Coordinator of Urban Planning

Group 4

Date	Minimum	Maximum
01-01-2013	\$94,147	\$106,446
01-01-2014	\$95,088	\$107,510
01-01-2015	\$96,990	\$109,661
01-01-2016	\$98,930	\$111,854
01-01-2017	\$100,909	\$114,091
01-01-2018	\$102,927	\$116,373

- Landscape architect – Team leader
- Planning officer

SCHEDULE “B”

Working conditions governing occasional and provisional professionals at the service of the Employer

B.1 Implementation of this schedule

- B.1.1 This schedule applies to all professionals bearing the status of occasional or provisional professional.
- B.1.2 The intention of the parties is totally expressed in this schedule and no other text shall apply unless the context so permits.
- B.1.3 Expressions used in this schedule have the same meaning as those used in the collective agreement.

B.2 Occasional professionals

- B.2.1 “Occasional professional”: refers to any professional hired by the Employer for a limited period which shall not exceed three years:
 - B.2.1.1 In the event of a temporary increase in the workload or if the tasks to be performed are of a seasonal nature that will not justify the appointment of a permanent professional;
 - B.2.1.2 To fill a position that is temporarily vacant due to the absence of a professional who will eventually return to his position;
 - B.2.1.3 To fill a vacant position or a newly created position, while waiting for the appointment of a permanent professional;
 - B.2.1.4 To perform tasks of a specific nature that would not require the appointment of a permanent professional.
- B.2.2 The Employer can lay off the occasional professional at a short notice whose deadline is outlined in the *Labour Standards Act*, irrespective of whether or not he has completed the period agreed upon at the time of his hiring.

B.2.3 Working conditions

In addition to being subject to the clauses of B.2, the occasional professional is governed by the working conditions of the collective agreement; except for the following provisions which do not apply:

- 2.2 Merger or change of legal structure;
- 2.3 Abolition of positions and technological change;

- 3.1.2, 3.1.3 Unpaid leave;
- 3.1.9 Deferred salary leave;
- 3.2 Professional's leave;
- 3.4 Union leave;
- 4.5 Educational costs;
- 5.6.8 Vacation accrual during sick leave;
- 5.7 Wages for non-occupational illness;
- 5.9 Insurance plan;
- 6.1 Permanent professional;
- 6.3 Seniority;
- 6.4 Transfer of personnel. (except 6.4.2, 6.4.3, 6.4.5, 6.4.6)

B.2.4 Eligibility

The occasional professional employed by the Employer and whose name features on an eligibility list for a permanent position has hiring priority over applicants whose names appear on the list but who are not yet employed by the Employer.

B.2.5 Compensation during sickness

- B.2.5.1 On May 1 each year, the Employer grants the occasional professional seventy hours (70h) sick time credit in advance based on the number of months of service stipulated for his position from May 1 of one year or his hiring date to April 30 of the following year. In the case of a occasional professional who replaces a part-time professional librarian, article 3.6 of schedule "H" will apply.
- B.2.5.2 A occasional professional who is absent due to sickness or an accident other than that, which is provided for in 5.10, shall use his sick time credit during the interval of absence.
- B.2.5.3 Upon exhaustion of his sick time credit, the occasional professional who is still incapable of resuming his job for health reasons will be without pay for an additional period of ten (10) days maximum.
- B.2.5.4 At any time, the Employer could, in good faith, have an occasional professional examined by a neutral physician.
- B.2.5.5 A occasional professional who is absent due to sickness or an accident other than that provided for in Article 5.8 of the collective agreement shall, when requested, present himself before the medical expert chosen by the Employer, and, upon demand, present a medical certificate from his attending physician.

- B.2.5.6 The medical expert chosen by the Employer decides whether the absence is excusable and determines the date on which the occasional professional can resume work within the limits outlined in B.2.5.3.
- B.2.5.7 On June 30 each year, the Employer pays the balance of sick time credit unused by the occasional professional for the period between May 1 of the previous year and April 30 of the current year, according to B.2.5.1, at the previous April 30's wage rate or the occasional professional may wish to change it to a vacation the following year against a notice corresponding to that outlined in 5.7.2.1.
- B.2.5.8 In the event of his resignation, termination or death, the occasional professional (or his beneficiaries) benefit from the balance of his accumulated sick time credit in accordance with B.2.5.1, payable at his last wage rate.
- B.2.5.9 For the implementation of B.2.5.7. and B.2.5.8, in the year during which he quits the Employer or during which he is terminated, the occasional professional is only entitled to one twelfth (1/12) of the number of hours stated in B.2.5.1, per month of service between May 1 of the current year and the time of his departure. The Employer is authorized to deduct from the occasional professional's last salary all prorated sums for sick time credit paid in advance by the Employer, and to which the occasional professional is not entitled.

B.2.6 Special leave

For the implementation of 3.7.3 of the collective agreement, hours of excusable absence are deducted from the occasional professional's accrued credit in accordance with B.2.5.1.

B.2.7 Insurance

B.2.7.1 The Employer maintains an insurance plan which guarantees the following for occasional professional who fulfil the conditions of the insurance policy outlined in 5.7:

- Death benefits before retirement equal to two (2) times his annual salary;
- A compensatory allowance in the event of injury or accidental death before retirement.

This is subject to the pertinent clauses of the insurance policy in force.

The Employer pays the entire premium of the insurance policy.

B.2.7.2 Furthermore, the Employer maintains in force a medical insurance that is complementary to the conditions outlined in article 5.9.

B.2.7.3 If he so desires, the occasional professional can also benefit from optional life insurance provided for in 5.9.6 by tranches of ten thousand dollars (\$ 10 000), as well as life insurance for dependents on condition that he fulfils the conditions outlined in the insurance policy and that he totally defrays the cost.

B.2.7.4 The provisions of 8.1 and 8.2 do not apply in consideration of the insurer's decisions.

B.2.8 Information

The Employer forwards a notice to the Union confirming the hiring of an occasional professional, the stipulated duration of hiring as well as the specific nature of the job for which his services are required.

B.2.9 Persons hired as occasional professionals shall fulfil the minimum requirements of the duties corresponding to the position to be filled.

B.3 Provisional professional

B.3.1 "Provisional professional": refers to any employee of the City, temporarily appointed to a position governed by this collective agreement for the following reasons:

B.3.1.1 A temporary increase in the workload or if the tasks to perform are purely seasonal in nature and would not justify the appointment of a permanent professional.

B.3.1.2 To fill a position that is temporarily vacant due to the absence of a professional who will eventually resume his position.

B.3.1.3 To fill a vacant position or a newly created position while waiting for the appointment of a permanent professional.

B.3.1.4 To perform a specific assignment that does not require the appointment of a permanent professional.

B.3.2 The Employer can at any time terminate the temporal appointment of the provisional professional and send him back to his original group.

B.3.3 Working conditions

- B.3.3.1 Besides being subject to the clauses of B.3, the provisional professional is also governed by the following clauses of the collective agreement:
- 1.1 Purpose of the collective agreement;
 - 1.2 Definition;
 - 1.3 Jurisdiction of the Union and scope;
 - 1.4 Union rights;
 - 1.5 Union dues;
 - 1.7 Precedence of the agreement;
 - 3.2 Professional leave;
 - 3.3 Absences for union activities ,with the exception of 3.3.3;
 - 3.5 Leave for judicial affairs ;
 - 3.6 Public affairs leave ;
 - 3.7 Special leave;
 - 3.8 Personal leave;
 - 3.9 Parental leave;
 - 4.1 Joint professional relations committee
 - 4.2 Professional document;
 - 4.3 Judicial proceeding;
 - 4.4 Disciplinary or administrative action;
 - 4.5 Educational cost;
 - 5.3 Overtime;
 - 5.4 General holidays;
 - 5.5 Mobile hours;
 - 5.6 Annual vacation, except for 5.6.7 and 5.6.8;
 - 5.11 Health and safety;
 - 5.12 Joint Health and Safety Committee;
 - 6.4.2, 6.4.3, 6.4.5, 6.4.6 Transfer of personnel
 - 7.1 Statutory increases;
 - 7.2 Compensation and salary plan;
 - 7.3 Payment of salaries.
- B.3.3.2 For advantages like the incidence of payment during sickness or industrial accidents, the insurance plan and the establishment of the number of years of service recognized for the issue of vacation quantum, the provisional professional maintains the benefits of his original group. For the implementation of 3.7.3, excusable absence hours are deducted from the provisional professional's accrued hours, in accordance with the associated provisions in his original group.
- B.3.3.3 The provisions of 5.1 apply to the provisional professional; however, when temporary appointment ends, the provisional professional shall make arrangements to balance the hours

to compensate, or work extra during the three (3) months following his reintegration.

B.3.4 Any provision of this article that is not respected shall constitute a grievance in conformity with the procedure outlined in 8.1 and 8.2.

B.3.5 The Employer forwards a notice to the Union confirming the appointment of a provisional professional, the duration of his hiring as well as the nature of the job for which his services are required.

B.4 General provision

B.4.1 The provisions outlined in this schedule can neither reduce the number of positions of permanent professionals, nor prevent the creation of permanent positions.

SCHEDULE “C”

Union leave form

Reproduce the form “Request for union leave” for union activities.

SCHEDULE “D”

Description of duties

The description of duties is part of this collective agreement.

SCHEDULE “E”

Employee assistance program

The Employer ensures that the employee assistance program is accessible to them during the duration of the collective agreement.

The parties agree that the employee assistance program is a confidential service which freely and voluntarily offers assistance and orientation services for resources liable to help professionals.

SCHEDULE “F”

Interns

The parties agree on the possibility of using the services of an intern as follows for a predetermined period:

- The intern is one who completes his professional training within the framework of a university studies program;
- The provisions of the collective agreement do not apply to the intern and his remuneration.

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

This agreement shall not result in the reduction of the number of positions for professionals or prevent the creation of positions for professionals governed by this collective agreement.

SCHEDULE “G”

Standard contract – Deferred payment leave

CONTRACT CONCLUDED WITHIN THE FRAMEWORK OF UNPAID LEAVE

PARTICIPATION IN DEFERRED PAYMENT PLAN

BETWEEN : **COTE SAINT-LUC**, municipal corporation whose main address is:

5801, boulevard Cavendish, Côte Saint-Luc, (Quebec) H4W 3C3

(Hereinafter referred to as “**the City**”) AND : (**Name of the employee**)

Address : _____ (Quebec) _____

(Hereinafter referred to as “**the Employee**”)

WHEREAS the City and the Union of professionals and municipal professionals of the city of Montreal have agreed, according to article 3.1.9 of the collective agreement, to permit a professional who in advance obtains a decision authorizing an unpaid leave, to have his salary spread over a predetermined period in order to benefit from remuneration during the leave obtained;

WHEREAS the employee has obtained authorization to enjoy an unpaid leave whose leave decision is attached to this contract;

WHEREAS the employee desires to participate in the deferred payment plan;

WHEREAS the City consents.

HEREBY AGREES AS FOLLOWS:

1. Objective of the plan

The objective of the deferred payment leave plan is to finance unpaid leave without penalizing the employee’s rights and benefits provided in the collective agreement.

2. Definition

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

3. Eligibility

Any employee who is permanent for at least two years from the date of the request and who has obtained an unpaid leave can benefit from the plan.

4. Duration of the plan

4.1 The duration of the plan can be two (2), three (3), four (4) or five (5) years and can be prolonged depending on the case and the method outlined in this contract. However, the duration of the plan including the extension shall not in any case exceed seven (7) years.

4.2 Study leave

When leave is granted for the purpose of studies, the total contribution and leave period can be one (1) year. However, leave granted for the purpose of studies, can start earliest six (6) months

after the date of the first deferred amount.

4.3 Leave period

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

4.4 Allocation of percentage of salary

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

Leave duration	Plan contributions			
	2 years	3 years	4 years	5 years
6 months	75,00 %	83,34 %	87,50 %	90,00 %
7 months	70,80 %	80,53 %	85,40 %	88,32 %
8 months	66,67 %	77,76 %	83,32 %	86,60 %
9 months		75,00 %	81,25 %	85,00 %
10 months		72,20 %	79,15 %	83,32 %
11 months		69,44 %	77,07 %	81,66 %
12 months		66,67 %	75,00 %	80,00 %

4.5 Modalities chosen by the employee

The employee wishes that his participation in the plan should be established as follows:

- Duration of leave: (from six (6) to twelve (12) months)
(3 months in cases of study leave)
- Duration of contribution to the plan: (from 2 years to 5 years – (6 months in cases of study leave)
- Chargeable amount: (%)
- Working period:
- Leave period:

5. Applicable salary

The percentage of the salary that the employee receives during his years of participation in the plan is calculated, following the option chosen in article 4.5, on the basis of the annual salary adjusted according to the increases provided for in the collective agreement, with the exception of the statutory increase, corresponding proportionally where applicable, to the leave period.

6. Rights and benefits

- Public holidays and other paid leave described in this agreement shall be compensated according to the percentage of the option chosen by the employee during the contribution period as well as

during the leave period.

- 6.2 During the leave period, an employee on deferred payment leave shall retain but not accrue fringe and other benefits, whether or not provided for in this agreement. He shall also maintain his full balance of vacation hours accrued but not taken at the time the leave comes into effect. These hours may be used on his return from leave or carried forward in accordance with the applicable provisions of the collective agreement.
- 6.3 During the leave period, the employee shall continue to accrue service in accordance with the applicable provisions of the collective agreement.

7. Contributions to insurance and retirement plans

- 7.1 Employee and Employer contributions to group insurance and retirement plans during the contribution period shall be the same as if the employee were not participating in the plans.
- 7.2 During the leave period, the employee may continue participating in insurance and retirement plans provided he so requests when the leave begins and pays all premiums, including the Employer's portion, taking into account the provisions of applicable insurance contracts and retirement regulations.
- 7.3 Participation in insurance and retirement plans during the leave period, including the Employer's portion.

Yes ____ No ____

8. Temporary suspension of plan

- 8.1 If the employee is involved in an industrial accident or an occupational disease before the beginning of the planned leave period, participation in the plan shall be suspended as of the date of the event. The period of the plan shall be adjusted accordingly and the leave period postponed by the same duration. During the suspension period, full work accident benefits shall be payable.
- 8.2 If the employee has to be absent because of illness before the beginning of the planned leave period, participation in the plan shall be suspended for the duration of the absence beginning at the end of the waiting period provided for in the short-term disability insurance contract. On his return to full-time work, the duration of the plan shall be adjusted accordingly and the leave period postponed by the same duration.
- 8.3 In the case of parental leave, participation in the plan shall be suspended for a maximum period of twenty-four (24) months. The duration of the plan shall be extended by the equivalent of the number of weeks of leave used for parenting and the leave period set out in the plan shall be postponed accordingly.
- 8.4 During this parental leave, benefits, if any, shall be established on the basis of the salary that would be paid if the employee had not participated in the plan.
- 8.5 If the employee is subject to a suspension of an administrative or disciplinary nature that extends beyond the date on which the planned leave is to begin, he could postpone the unpaid leave for a period equivalent to the term of the suspension, unless it is reversed pursuant to a grievance challenging it.
- 8.6 At no time may the duration of a plan that is extended pursuant to the provisions outlined in articles 8.1, 8.2, 8.3, 8.4, and 8.5 exceed the seven (7) year maximum referred to in article 4.
- 8.7 In the event that the absence due to illness or that the disability resulting from an industrial

accident or occupational disease or a suspension continues past the maximum duration of the plan, the plan shall end and contributions deducted from salary shall be repaid without interest.

9. Termination of plan

- 9.1 The plan shall end if any of the following events occur:
- a) The employee leaves his job;
 - b) The employee is dismissed;
 - c) The employee passes away.
- 9.2 In extraordinary circumstances, such as serious financial difficulties, and with the consent of the authorities concerned, the professional may withdraw from the plan on condition that he gives at least six (6) months notice to this effect before the planned date of the leave.
- 9.3 If the contract is terminated for any of the reasons given above, the plan shall end on the date of the event in question and contributions deducted from wages shall be repaid without interest.

10. Return

On his return from leave, the employee shall receive the wage that he would have received if he had remained in continuous service in his position, with the exception, where applicable, of the corresponding statutory increase in proportion to the duration of his leave.

11. General

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

IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED IN DUPLICATE, IN CÔTE SAINT-LUC, ON THE DATE INDICATED OPPOSITE THEIR RESPECTIVE SIGNATURE.

THE CITY OF CÔTE SAINT-LUC

per: **(COMPETENT AUTHORITY)**

On the ____ day of ____ . signature:_____

per: **(EMPLOYEE'S NAME)**

On the ____ day of ____ . signature:_____

SCHEDULE “H”

Working conditions governing part-time professional librarians

1 Application of this schedule

- 1.1 This schedule applies to all part-time professional librarians.
- 1.2. Expressions used in this schedule have the same meaning as those used in the collective agreement.
- 1.3 The provisions outlined in this schedule can neither have the effect of reducing the number of full-time professional positions nor prevent the creation of full-time positions.
- 1.4 In the collective agreement, all articles outlining the status of the permanent professional are known to also include the status of part-time professional librarian.
- 1.5 In May each year, the Employer transmits to the concerned part-time professional librarian the total of his hours for the previous year.

The Employer also transmits to the Union the total hours of the previous year, for each part-time professional librarian having worked in his Department.

2 Hours worked

For the purpose of calculating hours worked, vacation hours, statutory holidays, floating holidays, used sick time credit, excusable absence following an industrial accident and union leave hours are considered.

3 Working conditions

The part-time professional librarian is governed by the working conditions of this collective agreement, except for the following provisions:

- | | |
|---------------------------|------------------------------------------------|
| 5.3.1 | Definition of “overtime”; |
| 5.4.2 | Calculation of time during statutory holidays; |
| 5.4.5 | Payment on statutory holidays; |
| 5.5.1 and 5.5.2. | Mobile hours; |
| 5.6.3.1 to 5.6.3.1.6 | Quantum vacation; |
| 5.6.5. | Prorata |
| 5.7.1.1, 5.7.1.2, 5.7.1.3 | Sick time credit; |

These provisions shall be replaced by the following:

3.1 Definition of “overtime”

Overtime is any job performed by the part-time professional librarian at the request of his supervisor, over and above the regular thirty-five (35) hours a week.

3.2 Calculation of time during statutory holidays

As per this article, a statutory holiday or general holiday corresponds to one twentieth (1/20) of the salary earned during the four (4) full-time weeks preceding the week of the leave, without considering overtime.

3.3 Floating Holiday

The part-time professional librarian has a right to a maximum of forty-two (42) hours per year, floating holiday's credit hours to profit from during the period from May 1 to April 30 of each year, after agreeing with his supervisor and giving a twenty-four (24) hour notice. These hours cannot be postponed to the following year. However, at the request of the professional, unused hours by April 30 of the year are forwarded into his cumulative hour bank.

The acquisition of these floating holiday hours is fixed at an hour for every forty-three (43) accrued hours worked, between May 1 and April 30 of the previous year, up to a maximum of forty-two (42) hours.

3.4 Vacation quantum

In the course of each year which runs from May 1 to April 30 the part-time professional librarian has a right to an annual vacation depending on the number of years of service put in by April 30 of the previous year and determined by the number of hours worked as indicated on the table below:

Year(s) of service		Vacation hours
A	Less than 1 year	1 hour
B	1 year less than 2 years	70 hr
C	2 years less than 5 years	105 hr
D	5 years less than 15 years	140 hr
E	15 years less than 20 years	175 hr
F	20 years and more	210 hr

A. Less than one (1) year of continuous service: the number of hours stated on line “A” for every 20.58 hours worked to the maximum stated on line “B”.

- B. After one (1) year of continuous service and less than two (2) years: one hour for every 26.00 hours worked up to the maximum stated on line "B".
- C. After two (2) years of continuous service and less than five (5) years: one hour for every 17.33 hours worked up to the maximum stated on line "C".
- D. After five (5) years of continuous service and less than fifteen (15) years: one hour for every 13.00 hours worked up to the maximum stated on line "D".
- E. After fifteen (15) years of continuous service and less than twenty (20) years: one hour for every 10.4 hours worked up to the maximum stated on line "E".
- F. After twenty (20) years of continuous service: one hour for every 8.67 hours worked up to the maximum stated on line "F".

3.5 Prorata

The part-time professional librarian who leaves his Employer is entitled during the reference year to the balance of accrued vacation hours for the previous year as indicated on the 3.4 table, in accordance with his number of years in service, plus :

- A. Less than one (1) year of continuous service: the number of hours featuring on line "A" for every 20.58 hours worked, since the start of the current year, up to the maximum stated on line "B".
- B. After one (1) year of continuous service and less than two (2) years: one hour for every 20.58 hours worked, since the start of the current year, up to the maximum stated on line "B".
- C. After two (2) years of continuous service and less than five (5) years: one hour for every 13.72 hours worked since the start of the current year up to the maximum stated on line "C".
- D. After five (5) years of continuous service and less than fifteen (15) years: one hour for every 10.29 hours worked since the start of the current year up to the maximum stated on line "D".
- E. After fifteen (15) years of continuous service and less than twenty (20) years: one hour for every 8.23 hours worked since the start of the current year up to the maximum stated on line "E".
- F. After twenty (20) years of continuous service: one hour for every 6.86 hours worked, since the start of the current year, up to the maximum stated on line "F".

3.6 Sick time credit

Over a one year period, a part-time professional librarian may accumulate in sick time credit, up to two (2) times the average number of hours worked weekly at his job, at a rate of one-twelfth (1/12) per full month of service.