SYNDICAT DE L'ÉVÉNEMENTIEL CSN

fncc Fédération nationale des communications et de la culture CSN

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In the event of any inconsistency between the French and English versions of this constitution, the French version prevails. This version is for reference purpose only.

ARTICLE 1 - PURPOSE OF THE COLLECTIVE AGREEMENT

1.01 Purpose: The purpose of this Collective Agreement is to foster mutual understanding between the Parties and to maintain and promote good working relations, facilitate the identification of solutions and the settlement of disputes in a climate of trust and communication based on respect.

ARTICLE 2 - INTERPRETATION AND DEFINITION OF TERMS

2.01 Interpretation

The provisions of this agreement must be read and interpreted as a whole.

2.02 For the purpose of the application of the Collective Agreement, use of the masculine gender includes the feminine or neuter gender and use of the singular includes the plural and vice versa.

2.03 The Collective Agreement takes precedence over the Employer's policies and regulations. No policy or regulation of the Employer, either in its wording or in its spirit, shall contravene this Collective Agreement.

The Employer shall forward by e-mail to the Union and to the employees any policy or regulation in effect at the signing of the Collective Agreement.

The Employer also sends them a copy when a version of a policy or regulation is modified.

Upon request, the Employer will forward to the Union a copy of all policies and regulations in force.

2.04 In the event that any provision of the Collective Agreement is declared illegal by a court of law or otherwise contrary to provisions of public order, the nullity of such provision shall not entail the nullity of the entire Collective Agreement, but only of such provision.

2.05 Definition of terms

a) Employer: refers to Festival Fantasia

b) Union: refers to the Syndicat des employé-es de l'événementiel - CSN.

c) Parties: refers to the Employer, represented by the person of its choice, and to the Union, represented by any one member of the Union's Executive Committee.

d) Employee: refers to any person covered by the accreditation certificate.

e) When the expression "the employee" is used alone in this Collective Agreement, without any other addition, it means any employee, regardless of employment status (full-time, part-time, seasonal, permanent or temporary).

f) Probationary employee: refers to a newly hired employee who has not completed the probationary period provided for in clause 9.10 of the collective agreement.

g) Permanent employee: refers to an employee who works all year round.

h) Seasonal employee: refers to an employee who works on the staging of each edition of the Festival during the period beginning on or around June 1 and ending no later than August 31 of the current year.

i) Temporary employee: refers to an employee hired to replace an employee temporarily absent from work or to fill a temporary need for work. The employee accumulates no seniority and cannot contest the termination of employment by grievance. The employment relationship is deemed to be severed at the end of the temporary assignment.

j) Full-time position: refers to the assignment of an employee who works the number of hours provided for in the normal work week in subsection 11.01 hereof.

k) Part-time position: refers to the assignment of an employee who works a number of hours less than the normal work week provided for in section 11.01 hereof.

l) Position: refers to the classifications set out in this collective agreement.

m) Day: refers to a calendar day.

n) Business day: refers to a day from Monday to Friday inclusive, excluding paid holidays.

o) Spouses: refers to two persons:

   i) who are married or in a civil union and cohabiting

   ii) who are living together and are the parents of the same child

   iii) have been living in a conjugal relationship for at least one (1) year.

p) Grievance: refers to any disagreement relating to the application or interpretation of the collective agreement or to the working and employment conditions provided for or not provided for in the collective agreement.

q) Seniority: refers to the uninterrupted period during which an employment relationship is maintained between an employee and the Employer, subject to the provisions of Article 8.

r) Temporary layoff: means the temporary interruption of active services by an employee who is subject to recall to work, in accordance with the provisions of this Collective Agreement. The employee retains their employment ties for the duration of the layoff, subject to the provisions of Article 8.

s) Layoff: means the act by which the Employer permanently terminates the employment relationship with one or more employees, for economic, technical or organizational reasons. A layoff is said to be collective (collective dismissal) when the Employer terminates the employment of ten (10) or more employees over a period of two (2) consecutive months or lays off at least ten (10) employees for a period of more than six (6) months.

t) Dismissal: means the definitive termination of the employment relationship at the initiative of the Employer for reasons other than layoff.

u) Probationary Period: means a period during which the Employer evaluates an employee's ability and skills to perform the job to decide whether or not the employee will be retained.

ARTICLE 3 - GENERAL PROVISIONS

3.01 Non-discriminatory

Everyone has the right to full and equal recognition and exercise of human

rights and freedoms, without distinction, exclusion or preference based on race, color, sex, gender identity or expression, pregnancy, sexual orientation, civil status, age except as provided by law, religion, political convictions, language, ethnic or national origin, social condition, disability or the use of any means to palliate such disability.

3.02 Psychological and sexual harassment

a) Psychological harassment is defined as vexatious behavior in the form of repeated, hostile or unwanted conduct, verbal comments, actions or gestures, which affects an employee's dignity or psychological or physical integrity and which results in a harmful work environment for the employee. A single serious act may also constitute psychological harassment if it causes such harm and produces an ongoing harmful effect for the employee.

   The parties identify sexual harassment as consisting of unwanted or imposed advances, which may take the form of verbal or gestural solicitation.

b) The Employer and the Union agree that every employee has the right to work in a workplace free from psychological and sexual harassment. The Employer will take prompt action to curb such behavior.

3.03 Change of address

At all times, an employee must notify the Employer of any change of address or telephone number, even during a temporary layoff. The employee shall provide a copy of the information to the Union at the same time.

During the term of a contract, the Employer communicates with the employee only via their corporate e-mail address.

3.04 Person excluded from the bargaining unit

The Employer recognizes that a person who is not subject to this Agreement may not do the work performed by employees who are, except in cases of emergency or force majeure.

For the purposes of this paragraph, the word "emergency" means an unforeseen situation for which a solution cannot be delayed, and which warrants immediate action.

ARTICLE 4 - EMPLOYER'S RIGHTS AND OBLIGATIONS

4.01 Employer's rights

Subject only to the restrictions expressly agreed to in this Collective Agreement and in the various laws of public order, the Employer retains and exercises all management rights necessary for its operations and the administration of its affairs.

4.02 Exercise of rights

The Employer agrees not to exercise their management rights in an arbitrary, discriminatory or illegal manner.

ARTICLE 5 - RECOGNITION AND JURISDICTION

5.01 Recognition of the Union

The Employer recognizes the Syndicat des employé-es de l'événementiel - CSN as the official, exclusive representative and agent of all employees covered by the certification issued in its favor. The Syndicat is also the sole bargaining agent for the employees covered by the certification.

5.02 Special agreements

No special agreement between an employee and the Employer relating to working conditions different from those provided for in this Agreement shall be valid unless it has received the written approval of the duly mandated representatives of the Union.

5.03 Subcontracting

The Employer may not contract, subcontract, or outsource work performed by employees of the Certification Unit if this would result in the layoff(s) of employees, prevent the hiring or recall of employees, reduce the hours of work of permanent full-time or part-time employees or temporary employees, or prevent the filling of a position that has become vacant or temporarily unoccupied.

However, the parties agree that the Employer may have recourse to a subcontractor in the event of a specific and urgent need that cannot be met by the unit's employees, and this exclusively during the Fantasia Festival.

In all other cases, if the Employer wishes to fill an urgent need or a one-time

need with a subcontractor, it must first obtain the written agreement of the Union. Nothing in this paragraph shall contravene the first paragraph of this Article.

As soon as an annual edition of the Festival is being prepared, the Employer calls upon the employees of the accreditation unit.

If the Employer wishes to subcontract other tasks performed by the certification unit on an ad hoc basis, it must convene a labour relations committee and obtain the written agreement of the Union.

5.04 Intern

The use of interns or their presence in each department may not result in the layoff, temporary layoff, demotion, transfer, reduction in hours or abolition of an employee's position. Interns are not covered by the provisions of this collective agreement.

ARTICLE 6 - TRADE UNION RULES AND ACTIVITIES

6.01 Compulsory checkoff of union dues

a) The Employer shall deduct from each employee's pay the union dues set by the Union, and remit once (1) a month the sums so collected, within fifteen (15) days following the end of each month, to the Fédération nationale des communications et de la culture at 1601, avenue De Lorimier Montréal H2K 4M5. The Employer shall provide, with the cheque or bank transfer, for each pay period occurring during the month, a list indicating for each employee: the name and amount of the collections.

b) The Employer undertakes to forward each employee's pay slips.

c) The Union shall notify the Employer in writing of the amount of the union dues set and of any changes thereto, as well as of any special contribution.

d) The Employer agrees to record on each employee's income tax statement the cumulative amount of union dues deducted for the past year.

6.02 Information sent to the Union

a) The Employer shall forward to the Union, at the same time as the seniority list provided for in section 8.03, the following information concerning all employees:

- Postal address
- Telephone and, if possible, personal e-mail.

UNION ACTIVITIES

6.03 Union representatives

The Employer recognizes the official representatives of the Union, chosen by the members of the Union. The Union shall inform the Employer in writing of the names of the official representatives within five (5) working days of any change in representation.

6.04 Union advisor

At any time, the Union may, in the performance of its duties, be accompanied by a union advisor or seek the advice of any other external resource person it deems necessary for the proper management of a file.

If the Union requires the services of such persons, the Employer shall grant them access to the various work sites upon reasonable notice if this does not disrupt operations.

6.05 Other union leaves with pay

Two (2) representatives designated by the Union may be absent from work, without loss of pay or rights under the collective agreement, on the following occasions:

a) For discussions with the Employer concerning grievances or health and safety

b) For participation in the joint committees provided for in the collective agreement

c) For any negotiation, conciliation or mediation meeting in the presence of the Employer

d) For five (5) days of preparation for each employee elected to the Negotiating Committee, for the purpose of preparing for collective bargaining

e) The parties agree to try to avoid holding non-essential joint meetings during the festival.

ARTICLE 7 - LABOUR RELATIONS COMMITTEE

7.01 Make-up and mandate

The Labour Relations Committee (LRC) is composed of a minimum of two (2) persons representing the Employer and a minimum of two (2) persons representing the Union and has the following mandate:

a) Discussions relating to grievances or disagreements

b) Discussions relating to working conditions or relations

c) Discussions concerning health and safety in the workplace.

7.02 Terms and conditions

a) Meetings shall be held at the request of the Union or the Employer.

b) Such meetings shall be held on the date and at the time agreed, or at the latest within fifteen (15) days of the request of either Party. However, in the case of an urgent situation, the meeting must be held within three (3) days.

c) Subjects and agenda must be submitted in advance.

d) A party may appoint an external representative or union advisor if it deems this necessary.

ARTICLE 8 - SENIORITY

8.01 Calculating seniority

An employee's seniority is acquired at the end of their probationary period and is calculated from their date of hire.

However, seniority ceases to accumulate and is maintained during layoff periods.

8.02 Simultaneous hiring

In the event of a dispute involving two (2) or more employees hired simultaneously, the order of seniority shall be determined by drawing lots.

This draw shall be made in the presence of the Employer, the employees concerned and a representative of the Union.

8.03 Seniority list

a) The Employer shall send the Union, within thirty (30) days of signing the collective agreement and, thereafter, once (1) a year within the first sixty (60) days of the year, a seniority list of employees. This list indicates the employee's first and last name, status (permanent, seasonal or temporary) and date of hire.

b) All information on the list referred to in paragraph a) may be contested within thirty (30) days of receipt of the seniority list by the grievance procedure.

8.04 Accumulation of seniority

An employee retains and accumulates seniority during any absence or leave authorized by law or the collective agreement, unless otherwise stipulated.

8.05 Loss of seniority

An employee loses their seniority and their job for one of the following reasons:

a) When the employee freely and voluntarily resigns from their employment

b) When the employee is dismissed, and the dismissal is not contested or is confirmed by an arbitration award

c) Refusal or neglect on the part of the laid-off employee to return to work following a reminder within three (3) working days following the delivery to their residence of a registered letter to their last address known to the Employer

d) Layoff exceeding twenty-four (24) months

e) Absence due to illness or accident (including occupational illness or accident as defined in the Act respecting industrial accidents and occupational diseases) for a period exceeding twenty-four (24) consecutive months

f) For absence from work for three (3) days or more without justification or notice.

8.06 Promotion outside the bargaining unit

a) An employee promoted or transferred to a position outside the bargaining unit shall continue to accumulate seniority in the bargaining unit for a maximum period of three (3) months. If the employee returns to the bargaining unit before the expiry of said period, they shall be reinstated to their position. If the employee's usual position no longer exists upon their return, they may avail themselves of the relevant provisions of the Collective Agreement concerning reassignment to another position.

b) At the end of the three (3) month period, an employee who has not rejoined the bargaining unit loses their seniority as well as their position.

ARTICLE 9 - PERSONNEL MOVEMENTS AND STAFFING

9.01 Organization of departments and posts

At the time the collective agreement was signed, the departments were as follows:

1. Administration Department
2. Programming Department
3. Press Relations Department
4. Social networks and web Department
5. Production Department
6. Guest reception Department
7. Frontières Department.

9.02 Acquisition of a position for seasonal employees and recall

a) Once the probationary period is over, the seasonal employee becomes the holder of the position they have just occupied.

b) The employee will be automatically recalled by the Employer to their position when they are called back to work for the next edition of the Festival.

c) The Employer shall notify the recalled employee of the date of their return to work at least two (2) months in advance, except in the case of an unforeseeable need that must be met on an urgent basis.

9.03 Acquisition of a position for permanent employees

a) A permanent employee becomes the holder of the position held once the probationary period has ended.

b) The position may be full-time or part-time.

9.04 Posting procedure for permanent and seasonal positions

a) Any permanently vacant or newly created position which the Employer wishes to fill shall be forwarded by e-mail to the Union and posted by the Employer.

b) The posting will last five (5) working days and must include the following information:

- job title
- position status (permanent, seasonal or temporary)
- vacant, newly created
- work schedule
- approximate number of working hours per week
- the department
- summary job description
- job requirements, if any
- start date.

c) Any employee may apply by sending the application form by e-mail to the Employer within the posting period.

d) The position is filled by appointing the employee with the most seniority who meets the normal requirements of the position to be filled.

e) The Employer confirms in writing the granting of the position to the employee and forwards a copy of the letter to the Union.

Exceptionally, if a position becomes vacant as of a period of one (1) month prior to the start of the Festival or during the Festival, the Employer may postpone the posting of this position by hiring an interim employee to fill this need, and this, only in the absence of employees meeting the requirements of the position on the recall list.

9.06 Recall list

The recall list is made up of employees who are temporarily laid off.

9.07 Hiring contract for a new employee

The duration of employment (term of contract) and the employee's hourly rate are the only elements that may be negotiated between the employee and the Employer, it being understood that the hourly rate may not be less than the rates provided for in Article 16.01 and Appendix C. All other aspects of the employment relationship are covered by the collective agreement.

A copy of each contract in force at the signing of the collective agreement and subsequently signed is e-mailed to the Union.

9.08 Job requirements

All job requirements must be reasonable, relevant and related to the position to be filled.

It is up to the Employer to prove that the employee cannot fulfill the normal requirements of the position.

Moreover, in the event of a grievance contesting the requirements of a position, the Employer has the burden of proof.

9.09 Probationary period for new employees

a) The probationary period ends when the permanent employee has completed four hundred and eighty (480) hours worked from the hiring date.

b) The seasonal employee's probationary period ends when they have completed one (1) edition of the Festival or when they have completed four hundred (400) hours worked from their hiring date, whichever comes first.

c) An employee on probation is covered by the collective agreement but may not have recourse to the grievance and arbitration procedure in the event of dismissal.

d) At the end of the probationary period, the employee acquires seniority retroactive to the date of hire.

9.10 Trial period for existing employees

Seasonal or permanent employees who obtain a position other than their own, covered by the accreditation certificate, are entitled to a trial period of thirty (30) days actually worked or until the end of their contract, if less than thirty (30) days.

9.11 Conditions applicable during the trial period

a) During the trial period, an seasonal or permanent employee who decides to return to their former position, or who is called upon to do so at the request of the Employer, does so without prejudice to their rights acquired in their former position. If the employee does not hold a position, they will return to the recall list.

In such a case, still in compliance with the job posting and granting procedure, the Employer will proceed with the appointment of the employee whose application was next in line if the latter still wishes to obtain the position.

b) If, at the end of the trial period, after evaluation, the seasonal or permanent employee is retained in their new position, they become that position's holder.

ARTICLE 10 - LAYOFF AND RECALL

10.01 Significant changes resulting in a reduction in the number of employees

a) In the event that significant changes to the structure, orientations, revenues and/or expenses of the Festival would result in a reduction in the number of employees, a reduction in the number of hours of work available, the Employer shall inform the Union by e-mail. At the Union's request, a meeting with the Employer must be held within sixty (60) days of the request.

10.02 Termination of employment

a) The Parties agree to apply sections 82 et seq. of the Act respecting labour standards in matters of dismissal, in particular:

- less than three (3) months - no notice
- three (3) months to less than one (1) year - one (1) week
- one (1) year to less than five (5) years - two (2) weeks
- five (5) years to less than ten (10) years - four (4) weeks
- ten (10) years and over - eight (8) weeks.

b) The Employer shall specify in writing to the Union the number of positions abolished, the functions concerned and the reason or reasons justifying the reduction in staff.

c) If several positions in the same function are to be abolished, the Employer shall lay off the employees with the least seniority in each function concerned.

d) The employee whose position is abolished shall be offered by the Employer one of the available vacant positions for which they meet the requirements of the position. They shall then be deemed to have priority over any other employee with less seniority.

e) If no further positions are available, the employee is placed on the recall list. Recall is by seniority, provided the employee meets the normal requirements of the position.

f) Furthermore, given the very nature of the Employer's activities, the parties acknowledge that section 82.1 of the Act respecting labour standards applies to the employment contracts of temporary employees.

10.03 Collective dismissal

a) In the case of a collective dismissal, the Employer shall notify the employees affected that they are being dismissed and shall forward a copy to the Union.

b) In the event of collective dismissal, the Employer undertakes to apply the Act respecting labour standards.

10.04 Union support

An employee affected by a layoff (temporary or not) or a collective dismissal has the right to be accompanied by a union representative when meeting with the Employer on the subject.

10.05 Closing

The Employer shall notify employees and the Union of any possible closure or default in payment of wages as soon as the Employer is informed thereof.

The Employer may not oblige employees to work if the Employer is unable to pay them.

10.06 Restructuring and downsizing

In the event of company restructuring or when economic reasons are invoked by the Employer to proceed with layoffs, the Employer agrees to have its financial statements analyzed by an outside firm chosen by the Union, in a view of helping the Employer find appropriate solutions and rectify the budgetary situation. The Employer agrees to cooperate fully and to forward any documents deemed relevant. Should the Union avail itself of the right provided for in the present paragraph, the costs related to the use of the firm shall be assumed by the Union.

ARTICLE 11 - WORKING HOURS AND WORKWEEK

11.01 Normal workweek

The normal workweek is forty (40) hours and the normal workday is eight (8) hours. However, employees may agree with their immediate manager to modify their daily work schedule.

11.02 Event weeks

Except during the Festival, the work schedule is left to the employee's discretion, in the sense that the employee is free to decide on the start and end times of the day and the number of hours worked in a week, provided the work to be done is completed. However, in drawing up their schedule, the employee must take account of the requirements of their department.

11.03 Meal period

The Employer recognizes the right to a thirty (30) minute unpaid meal break

to be taken in consideration of operational needs.

11.04 Production of a summary report

If the employee's contract asks for the production of a summary report, and the employee has not had time to complete it before the end of their contract, the Employer must extend the employee's contract to enable them to carry out this task. The duration of the extension must be agreed between the employee and their manager.

If the Employer requires an employee to work after work has been completed, it must do so by means of a formal communication and pay the employee for a minimum period of three (3) hours.

11.05 Workplace

The employee performs their duties from home, except on days when their presence is required on the Festival site or in or on the Festival's temporary premises.

11.06 Health & Safety

a) When teleworking, the employee is considered to be at work.

b) If the employee has an accident, sustains an injury or suffers from an occupational disease in the telework area or any other circumstance recognized by the Act respecting industrial accidents and occupational diseases, they must report it as soon as possible to the Employer.

ARTICLE 12 - OVERTIME

12.01 All hours worked more than the fortieth (40th) hour in any one week shall be considered as overtime.

12.02 All hours worked on a statutory holiday or on a weekly day off shall be paid in accordance with the rules set out in paragraph 12.05 of this Article.

12.03 Overtime work is voluntary.

12.04 Employees must obtain prior written authorization from their manager to work overtime.

12.05 Overtime is paid at 1.5 times the usual hourly rate, which corresponds to an increase of 50%.

12.06 The parties agree to give preference to compensated time. Thus, by default, such overtime shall be paid into a bank of compensated hours by means of an equivalent period of paid leave in accordance with the following mechanism:

a) The employee accumulates overtime hours worked in their compensated time bank

b) The employee must apply for leave in connection with their time bank

c) The immediate superior grants leave according to operational needs

d) The Employer may ask the employee to use up their bank at any time

e) Accumulated hours are remunerated on December 31 of each year.

Despite the above provisions, an employee may be paid for overtime worked on request.

12.07 An employee who performs work on a statutory holiday or a weekly day off is entitled to the rest and meal periods provided for in this Agreement.

ARTICLE 13 - VACATION

13.01 Annual vacation

Annual leave with pay is granted based on the employee's uninterrupted service on May 1st of each year, according to the following table:

Length of uninterrupted service	**Length of leave**	**Vacation allowance**
Less than one year	One (1) day per month of maximum seniority 10 days	4 %
1 year to less than 2 years	2 weeks	4%
2 years to less than 5 years	3 weeks	6 %
5 years to less than 7 years	4 weeks	8 %

Over 7 years	5 weeks	10 %

13.02 The seasonal or temporary employee has the choice between benefiting from a vacation period or receiving a compensatory vacation allowance. This decision must be made at the time the contract is signed with the Employer.

13.03 In the case of event or temporary employees who elect to receive vacation pay, their weekly salary is increased by the percentage provided for in section 13.01 of the collective agreement and constitutes payment for vacation to be taken when the employee's services are no longer required by the Festival. This allowance is paid with each of the employee's paychecks.

13.04 Employees' choice of vacations

a) The Employer shall inform the employee of the number of vacation days which they are entitled.

   i. In the case of seasonal or temporary employees, at the time of signing the contract with the Employer

   ii. in the case of permanent employees, no later than April 30th of each year.

b) The employee shall notify the Employer of their vacation preferences for the totality of the annual vacation days to which they are entitled during the year.

c) The manager of each department shall confirm in writing the vacation choice of the employee under their direction, considering seniority, the employee's expressed preferences and the needs of the department. The Employer may not unreasonably refuse.

   Refusal of a vacation request during the Festival or contract period cannot give rise to a grievance.

   If several employees wish to take their vacation during the same period, or that service requirements do not allow it, vacation is granted on the basis of seniority.

d) In the case of permanent employees, annual vacation must be taken between May 1st of one year and April 30th of the following year. Vacation cannot be accumulated from one year to the next.

e) A permanent employee may change their vacation dates, with the approval of the Employer, provided that the vacation period of other employees is respected.

13.05 Vacation leave

Paid holidays occurring during an employee's vacation will be added to the employee's vacation at the beginning or end of the vacation, upon agreement between the employee and the Employer.

13.06 Postponement of annual leave

If a permanent employee is absent from work due to illness, accident, employment injury, maternity, paternity or any other absence authorized by the collective agreement, the employee may defer their annual leave to another period of the same reference year. This period is determined after agreement between the employee and the Employer. If the employee has not returned to work by April 30 of the current year, the vacation will be paid. In the case of seasonal or temporary interim employees, vacation is paid at the end of the contract.

13.07 Calculation of vacation pay

Vacation pay percentages are calculated on the employee's total gross earnings from May 1 of the previous year to April 30 of the current year, subject to sections 13.02 and 13.03 of this Agreement.

13.08 Payment of vacation pay

Unless otherwise requested by a permanent employee, annual vacation pay is paid at the regular rate.

13.09 Vacations and vacations due

In the event of an employee's voluntary departure, dismissal or death, all accumulated vacation credits, current vacations, accumulated statutory holidays and accumulated time bank will be paid in full to the employee or the employee's estate.

ARTICLE 14 – PAID LEAVES

PAID PUBLIC HOLIDAYS

14.01 Statutory holidays with pay

The Employer recognizes the following non-working paid holidays each year:

1.	New Year's Day	6.	Canada Day
2.	Good Friday	7.	Labour Day
3.	Easter Monday	8.	Thanksgiving Day
4.	National Patriots' Day	9.	Christmas Day
5.	Quebec's national holiday		

14.02 Holiday season office closure

Permanent employees shall be paid during the holiday period when the Employer's operations are suspended. The Employer shall pay them for the statutory holidays applicable under the preceding paragraph and shall pay them for the other days on which operations are suspended until they return to work.

14.03 Pay for public holidays with pay

a) A full-time employee shall receive, on each of the days provided for in subsection 14.01, remuneration equivalent to that which they would receive if they were at work.

b) Part-time, temporary and interim employees shall receive, on each of the days provided for in subsection 14.01, an allowance equal to one-twentieth (1/20) of the wages earned during the four (4) pay weeks preceding the date of the holiday.

14.04 Coincidence, payment or postponement of a public holiday

a) Coincidence of the holiday with a weekly vacation

If a paid holiday coincides with an employee's weekly leave, the employee has the option of receiving the holiday pay or rescheduling the leave to another date, to be agreed with the Employer.

Carried-over holidays not taken by December 31 of each year are paid in the first pay of the following year.

b) Coincidence of the holiday with an annual leave

If an employee is on annual leave on one of the days mentioned in section 14.01, they shall have the choice of adding the leave to their annual leave period, receiving payment for the holiday or postponing the leave to another date, to be agreed with the Employer.

Carried-over holidays not taken by December 31 of each year are paid in the first pay of the following year.

c) Coincidence of the holiday with a working day

When an employee works on a statutory holiday, they shall have the choice of receiving their regular pay increased as provided in clause 12.05 and receiving in addition the remuneration provided in clause 14.03 or receiving their regular pay increased as provided in clause 12.05 and postponing the vacation to another date to be agreed upon with the Employer.

SICK LEAVE

14.05 Sick leave

a) Each employee is entitled to a minimum of two (2) sick days per year without loss of pay. Thereafter, they shall accumulate one additional paid sick day per month worked, regardless of the number of hours worked, but not exceeding ten (10) days per calendar year, and such additional sick days shall not be transferable from one calendar year to another.

b) It is understood that the Employer considers medical appointments or illness of a member of the employee's immediate family as reasons justifying the use of sick leave.

c) When an employee is absent due to illness for more than ten (10) consecutive days, the Employer shall refer the employee to Employment and Social Development Canada so that the employee may apply for sick leave if they so desire, and the Employer shall fill the position.

SOCIAL LEAVE

14.06 Social leave

An employee has the right to be absent from work:

a) On the death of a spouse, father, mother, child or stepchild, brother, sister, stepbrother or stepsister: five (5) days without loss of pay.

b) On the death of a grandchild, brother-in-law, sister-in-law, daughter-in-law or son-in-law, father-in-law, mother-in-law, grandfather or grandmother: three (3) days without loss of pay.

c) If the funeral takes place more than two hundred (200) kilometers from the employee's place of residence, the employee is entitled to one (1) additional day without loss of pay.

d) On the occasion of the employee's marriage: one (1) day without loss of pay.

e) On the occasion of the marriage of the employee's child, stepchild, brother, sister, father or mother: one (1) day without loss of pay.

f) On the occasion of the birth or adoption of a child: two (2) days' leave without loss of pay and three (3) days' leave without pay.

The employee must provide, at the Employer's request, proof or attestation for the events provided for in paragraphs a), b), c), e) and f).

If one of these events occurs during a period of annual leave, the employee's annual leave is postponed to a later date, for the portion equivalent to the number of days of leave to which the employee is entitled, in accordance with the preceding paragraphs.

14.07 Legal appearance

a) An employee called upon to appear in defense of a civil case following an event that occurred during their work will not suffer any reduction in salary.

b) When an employee is called upon to act as a juror or to appear as a witness before a court or quasi-judicial body, upon presentation of supporting documents to the Employer, they may be absent, without pay, for the number of days their presence is required in court.

14.08 Time accommodation for elections

During a federal, provincial or municipal election, the Employer organizes, in accordance with the Election Act, the hours of work of each employee to enable them to vote.

14.09 Leave without pay for political activities

Upon written request one (1) month in advance, the employee shall be granted a leave of absence without pay by the Employer to be a candidate in any federal, provincial, municipal or school election.

LEAVE FOR FAMILY OR PARENTAL RESPONSIBILITIES

14.10 Family leave

a) An employee may be absent from work for ten (10) days per year, including two (2) without loss of pay, to fulfill obligations related to the care, health or education of their child or stepchild, or because of the state of health of their spouse, father, mother, brother, sister or grandparent. An additional five (5) days leave without pay is granted if the child is a minor.

b) This leave may be divided into days. A day may also be divided into half-days, if the Employer agrees.

c) The employee must notify the Employer of their absence as soon as possible.

MATERNITY, PATERNITY, PARENTAL OR ADOPTION LEAVE

The provisions of the Quebec Parental Insurance Plan and any other public policy provisions relating to maternity, paternity, parental or adoption leave apply to employees.

14.11 Maternity leave

A pregnant employee is entitled to maternity leave without pay for a maximum of eighteen (18) continuous weeks.

Parental leave can be taken in addition to maternity leave.

Maternity leave may be taken at the employee's discretion before or after the expected date of delivery. The Employer may agree to a longer

maternity leave at the employee's request.

Maternity leave begins no earlier than the sixteenth (16th) week prior to the expected date of delivery and ends no later than eighteen (18) weeks thereafter. If the leave begins at the time of delivery, the week of delivery is not included in the calculation.

From the fifth (5th) week before the birth, the Employer may require, in writing, a medical certificate attesting that the employee is fit to work.

14.12 An employee who gives birth to a stillborn child or undergoes a termination of pregnancy after the beginning of the nineteenth (19th) week of pregnancy is also entitled to maternity leave. The leave ends no later than eighteen (18) weeks after the week in which the death of the child or the interruption of pregnancy occurs.

14.13 Paternity or co-parenting leave

Employees who do not benefit from maternity leave are entitled to five (5) continuous weeks' unpaid leave on the birth of their child.

14.14 Adoption and parental leave

The employee-parent of a newborn or newly adopted child is entitled to unpaid parental leave ending no later than fifty-two (52) weeks after the child's birth or adoption. An employee who adopts the minor child of their spouse is also entitled to this leave.

Parental leave may begin the week of the birth of the newborn child. In the case of an adoption in Quebec, parental leave may begin the week the child is entrusted to the employee. In the case of an adoption outside Quebec, the leave may begin two (2) weeks before the week in which the child arrives with one of the parents for adoption.

Parental leave is added to the employee's choice:

- maternity leave of eighteen (18) weeks or
- five (5) weeks of co-parenting leave.

The father and mother of a newborn child and the person adopting a child are entitled to parental leave without pay of up to sixty-five (65) continuous

weeks.

Parental leave may begin no earlier than the week of the birth of the newborn child, or, in the case of adoption, the week in which the child is entrusted to the employee as part of an adoption procedure, or the week in which the employee leaves work to travel outside Quebec to have the child entrusted to them. It ends no later than 78 weeks after the birth, or, in the case of an adoption, 78 weeks after the child is entrusted to the employee.

However, parental leave may, in the cases and under the conditions stipulated by government regulation, end no later than 104 weeks after the birth or, in the case of adoption, 104 weeks after the child is entrusted to the employee.

Parental leave may be taken on at least three (3) weeks' notice to the Employer, indicating the date on which the leave is to begin and the date on which the employee is to return to work. This period may be shorter, however, if the employee's presence is required with the newborn or newly adopted child, or with the mother, due to their state of health.

An employee may report to work before the date mentioned in the notice after having given the Employer at least three (3) weeks' written notice of the new date of their return to work.

If the Employer agrees, the employee may return to work part-time or intermittently during parental leave.

Parental leave is added to the employee's choice:

- Eighteen (18) weeks maternity leave
- Five (5) weeks of co-parenting leave.

14.15 Exceptional circumstances for taking leave

a) At the employee's request, maternity, co-parental, adoption or parental leave may be split into weeks if the child is hospitalized.

b) When the child is hospitalized during the maternity, paternity, adoption or parental leave, the leave may be suspended, after agreement with the Employer, to allow the employee to return to work for the duration of the hospitalization.

c) In addition, in the case of maternity leave, an employee who sends the Employer, before the expiry date of their leave, a notice accompanied by a medical certificate attesting that their state of health or that of their child so requires, is entitled to an extension of the leave without pay for the duration indicated in the medical certificate.

14.16 Employee reinstatement

a) The employee must notify the Employer at least two (2) weeks in advance of his availability to return to work.

b) At the end of a maternity, paternity, adoption or parental leave, the Employer reinstates the permanent employee in the position they hold with the same benefits and advantages to which they would have been entitled had they remained at work. In the case of a temporary employee, they are deemed to be recalled to work at the next edition of the Festival in accordance with section 9.02 of the collective agreement.

If the employee's position has been abolished during the leave of absence without pay, they may, upon their return, avail themselves of the relevant provisions of the collective agreement in Article 10.

14.17 Accumulation of leave

During maternity, paternity or adoption leave, the employee continues to accumulate annual leave entitlement.

LEAVE WITHOUT PAY

14.18 Leave without pay for permanent or temporary employees

a) The Employer will grant any employee with more than three (3) years of uninterrupted service a leave of absence without pay for a maximum period of twelve (12) months. The employee must wait at least two (2) years after the end of a leave of absence without pay before applying for a new leave.

b) The employee shall apply in writing to the Employer, at least two (2) months prior to the commencement of the leave without pay, indicating the duration of the leave desired.

c) The Employer shall accept or refuse this request in writing within a maximum of fifteen (15) days and shall send a copy of this reply to the

Union at the same time. The Employer may not unreasonably refuse the leave.

14.19 Maintaining rights for all employees

During unpaid leave, the employee is entitled to the benefits of the collective agreement, without accumulation of seniority.

14.20 Return

Upon their return to work, permanent employees are reinstated in the positions they hold, with the same benefits and advantages to which they would have been entitled had they remained at work. In the case of temporary employees, they are deemed to be recalled to work for the next edition of the Festival, in accordance with section 9.02 of the collective agreement.

If the employee's position has been abolished during the leave of absence without pay, they may, upon their return, avail themselves of the relevant provisions of the collective agreement in Article 10.

ARTICLE 15 - GROUP INSURANCE

15.01 Joint Committee

The parties agree to set up a joint committee to introduce a group insurance plan. The Parties do not exclude the possibility of mutualizing the scheme if the possibility exists.

The parties agree that in the event of the implementation of such a plan, the payment of premiums shall be shared equally by the Employer (50%) and the employees (50%).

The Employer shall provide a copy of the insurance contract to the Union upon conclusion of an agreement introducing such a group insurance plan.

15.02 Eligibility

All permanent employees must join the group insurance plan in force, subject to its provisions.

15.03 Absence of employee

The Employer shall continue to pay the premium for an employee absent

from work for any reason provided for in the Collective Agreement, except for the leave without pay provided for in clause 14.18.

ARTICLE 16 - REMUNERATION

16.01 Salary increase

Effective May 1, 2024, the minimum hourly rates for each job category are as follows:

Category 1: $18.00

Category 5: $24.00

Category 2: $19.00

Category 3: $20.00

Category 4: $22.00

The table of job titles and their minimum hourly rates is shown in Appendix C.

These rates of pay are the minimum for each category. However, the Employer may grant a higher rate of pay to an employee based on seniority and relevant experience.

No employee's rate of pay may be reduced because of the coming into force of this collective agreement.

16.02 Annual increases

On May 1 of each year, each rate for each job category is increased as follows:

May 1, 2025: 2%

May 1, 2026: 2%

CATEGORY	1er May 2024	1er May 2025	1er May 2026
1	18.00 $	18.36 $	18.73 $
2	19.00 $	19.38 $	19.77 $
3	20.00 $	20.40 $	20.81 $

4	22.00 $	22.44 $	22.89 $
5	24.00 $	24.48 $	24.97 $

ALLOCATIONS

16.03 Automobile allowance

An employee who agrees to use their personal vehicle at the request of the Employer and for the purposes of their work shall receive a kilometric allowance of sixty-one cents ($0.61) per kilometer driven from the Festival office.

16.04 Allocation for use of personal computer

a) The Employer will reimburse fifty dollars ($50) per month to an employee who uses their personal computer during their work for the Employer for more than fifty percent (50%) of their working time. To take advantage of this provision, the employee must obtain prior approval from their manager.

b) When the Employer requires the use of specialized software, it shall provide the employee with a license or, failing that, reimburse the cost of the monthly subscription for the period during which the employee is employed.

16.05 Cell phone allowance

During event periods, the Employer will provide a cellular telephone to all employees whose work requires the use of a telephone. If such an option is not available, the Employer will pay a lump sum of sixty dollars ($60) to cover the use of the employee's personal telephone. This amount will be paid on the pay following the festival.

EXPENSES

16.06 Professional expenses

a) The Employer will reimburse any employee's business expenses within fourteen (14) days of receipt of the employee's completed expense report. The employee must provide receipts for expenses incurred.

b) At the employee's request, the Employer shall advance the sums related to professional expenses.

16.07 Accreditations

a) For the duration of the festival, the Employer will provide the employee with an official accreditation valid for the entire duration of the festival and allowing the employee to attend the entire program.

b) The Employer will provide each employee with six (6) coupons redeemable for film screenings so that their families may attend performances during the festival.

16.08 Drive-home service

The Employer will issue a cab voucher to an employee who must travel to work or home at a time when public transportation is not available.

16.09 Alcohol coupons

For the duration of the Festival, the Employer will provide the employee with alcohol coupons in accordance with established practice.

16.10 Catering service

For the duration of the Festival, the Employer shall provide a meal service in accordance with established practice to any employee who is required to work during their meal period.

PAYMENT TERMS

16.11 Pay

Each employee's pay is deposited into the bank account indicated by the employee no later than Thursday, every two (2) weeks, in accordance with current practice.

16.12 Payroll statement

The digital payslip is made available to the employee at the same time as the salary is paid. The following details can be found on the pay slip, in its current form and in compliance with the Act respecting labour standards.

16.13 Payroll overpayment

In the event of a payroll error involving an overpayment to an employee by the Employer, the Employer must prove to the employee that there has been an error. The employee and Employer then agree on the terms of repayment. In the event that the employee and the Employer are unable to agree on repayment terms, the following terms shall apply: the Employer may recover a maximum of twenty percent (20%) per pay period.

16.14 Missing payroll amount

If there is an error on the payroll, the Employer undertakes to intervene as quickly as possible with the firm responsible for payroll so that corrective action can be taken.

16.15 Wage deduction

Subject to section 16.08, no amount may be deducted from an employee's pay except as provided for in tax legislation or as determined by the Court.

ARTICLE 17 - TRAINING

17.01 Training required by the Employer

a) Any training required by the Employer shall be taken without loss of regular pay. Registration fees, tuition, books and necessary course materials, as well as transportation and meal expenses incurred away from the Employer's premises shall be reimbursed in full by the Employer upon presentation of supporting vouchers.

b) An employee who is not scheduled to work on a training day in which they are required to participate shall be paid for the duration of the training at their regular rate.

c) It is understood that an employee who travels to attend a training session is paid for a minimum period of four (4) hours.

ARTICLE 18 - OCCUPATIONAL HEALTH AND SAFETY

18.01 General principle

The Employer shall take the necessary measures to eliminate at source any danger to the health, safety and physical and psychological integrity of employees, and the Union shall cooperate in such measures.

The Employer undertakes to comply with all health and safety laws and regulations.

All health and safety issues will be dealt with by the Labour Relations Committee. If necessary, a committee may be formed with two (2) representatives from each party to study a particular problem. An agenda will be sent in advance, and minutes will be taken and adopted after each meeting.

18.02 Right of refusal

An employee may exercise a right of refusal in accordance with the provisions of the Act respecting occupational health and safety (AOHS).

18.03 Incident or accident report

a) Any incident or accident is reported by the employee involved.

b) The employee files the declaration with the CNESST after the expiry of the first fourteen (14) days following an accident, or within forty-eight (48) hours following the employee's return to work if the latter returns within the first fourteen (14) days. A copy of the declaration is given to the Union.

c) The Employer shall maintain a register of reported incidents and accidents.

18.04 Compensation

Any employee who suffers a work accident or occupational disease within the meaning of the Act respecting industrial accidents and occupational diseases (AIAOD) has their salary maintained for up to the first fourteen (14) days of disability. Thereafter, the employee receives the benefits payable by the Commission des normes, de l'équité, de la santé et de la sécurité au travail (CNESST).

18.05 Medical examination

Any medical examination may be required by the Employer under the Act respecting industrial accidents and occupational diseases (AIAOD) and will be at the Employer's expense.

18.06 Investigation and inspection report

The Employer shall provide the Union with a copy of any investigation or inspection report concerning workplace safety from the CNESST.

18.07 First aid

The Employer shall provide employees with an adequate number of first-aid kits to treat minor injuries that may occur at work. The Employer shall also ensure that the contents of the first-aid kits are checked regularly.

18.08 Return to work

a) Upon an employee's return to work following a period of absence due to personal illness, industrial accident or employment injury, the Employer shall reinstate the permanent employee in the position they hold with the same benefits and advantages to which they would have been entitled had they remained at work. In the case of an seasonal employee who has not returned to work before the end of their contract, they will be recalled to work at the next edition of the Festival in accordance with article 9.02 of the collective agreement.

   If the employee's position has been abolished during the leave of absence without pay, they may, upon their return, avail themselves of the relevant provisions of the collective agreement in Article 10.

ARTICLE 19 - DISCIPLINARY AND ADMINISTRATIVE MEASURES AND GRIEVANCE PROCEDURES

DISCIPLINARY AND ADMINISTRATIVE MEASURES

19.01 Disciplinary principles

The parties wish to prioritise dialogue in correcting inappropriate behavior to ensure that such behavior does not recur. To this end, they affirm that dialogue between the immediate manager and the employee concerned

must be privileged to correct inappropriate behavior.

19.02 Definition

For the purposes of this article, a disciplinary measure is a written reprimand, suspension without pay or dismissal.

19.03 Gradation of measurements

Disciplinary measures are imposed according to the principles of frequency and severity.

19.04 Deadline

Any disciplinary measure must be given to the employee within a maximum of thirty (30) days of the incident giving rise to it or of the Employer's knowledge of the main facts relating to this incident.

19.05 Written review

A copy of the disciplinary measure filed in the employee's file is sent simultaneously to the employee and the Union. This written document must state the reasons for the Employer's decision and the penalty imposed on the employee.

19.06 Employee signature

If the employee's signature is required to certify that they have received a disciplinary measure, their signature can in no way be interpreted as an admission of guilt or acceptance of the disciplinary measure.

19.07 Meeting with Employer

An employee must be accompanied by a Union representative at all disciplinary meetings. If no Union representative is available, the employee must be accompanied by another employee witness to the meeting.

19.08 Non-interruption of seniority

A suspension does not interrupt the employee's seniority. During a suspension, the employee may maintain their contributions to the various contributory plans provided for in the collective agreement, if they make the

required payments for the portion they are required to pay.

19.09 Immunity

No disciplinary action may be taken against a representative or member of the Union because of their union duties.

19.10 Expiry date

Any disciplinary measure is removed from the disciplinary file of any employee and is considered null and void after a period of twelve (12) months for a permanent employee and eighteen (18) months for an seasonal employee, following its receipt, and may under no circumstances be used or invoked thereafter.

19.11 Administrative measures

When the Employer is obliged to take administrative action, it will meet with the employee in the presence of a Union representative to inform them of the said action. If no Union representative is available, the employee must be accompanied by another employee witness at the meeting. A copy of the administrative measure filed in the employee's file must be given simultaneously to the employee and the Union.

19.12 Employee recourse

Any employee subject to a disciplinary or administrative measure may contest the measure imposed by means of a grievance, in accordance with the grievance and arbitration procedure.

19.13 Burden of proof

In all cases of disciplinary and administrative action, the Employer has the burden of proof.

19.14 File access

The Employer shall allow an employee to consult their disciplinary and employee file and to obtain a copy thereof free of charge, no later than fifteen (15) working days after receipt of a written request to this effect from the employee. The Union may make the same request if written authorization from the employee is provided.

19.15 Confidentiality of employee files

In accordance with the Act respecting the protection of personal information in the private sector, the Employer and the Union undertake to ensure the confidentiality of information relating to the employee's file and not to disclose any personal information to a third party, unless authorized by law or with the employee's consent.

GRIEVANCE PROCEDURE

19.15 The following procedure applies in the same way, with the necessary adaptations, in the case of an employer grievance.

19.16 Intention of the parties

The parties affirm their firm intention to settle any grievances relating to the interpretation and application of the collective agreement fairly and as quickly as possible.

19.17 Filing of Grievance and Employer's Reply

Any employee may, before submitting a grievance, attempt to resolve their problem with their immediate manager. Failing agreement, the Employer and the Union agree to follow the following procedure:

a) The employee or a Union representative shall submit the grievance in writing to the Employer within forty-five (45) days of the date of the event or knowledge of the facts giving rise to the grievance. In the case of a grievance relating to psychological harassment, the grievance period is twenty-four (24) months from the last occurrence.

b) The Employer shall transmit its reply in writing to the Union within ten (10) working days of the date of receipt of the grievance.

c) If the Employer's reply is not satisfactory or if it is not given within the time limit provided for in the preceding paragraph, the Union may continue the arbitration process in accordance with Article 20 within thirty (30) days of the Employer's reply or the expiry of the time limit provided for in paragraph b) of this Article, whichever occurs first.

19.18 Departure

An employee who leaves the service of the Employer retains a right of grievance on sums which may be due to them in application of the collective

agreement.

19.19 Settlement

Any settlement reached after the grievance has been filed must be the subject of a written agreement between the Union and the Employer. This agreement shall be binding on the Union, the Employer and the employee concerned.

19.20 Form and procedure

A formal defect or technical error does not invalidate a grievance and can be corrected at any stage of the procedure, provided it does not alter the nature of the grievance.

19.21 Deadlines

The time limits stipulated in this article are mandatory unless extended by written agreement between the parties.

ARTICLE 20 - ARBITRATION

20.01 Arbitral mediation

Any grievance referred to arbitration is submitted to a single arbitrator designated by the parties or, failing agreement, appointed by the Minister of Labour, Employment and Social Solidarity.

20.02 Jurisdiction

The arbitrator has no jurisdiction to alter or modify any of the provisions of the Collective Agreement nor to substitute any new provisions nor to make any decisions which may conflict with the terms and provisions of the Collective Agreement.

20.03 Disciplinary measures

In the case of disciplinary measures, the arbitrator has the jurisdiction to uphold, modify, reduce, annul or substitute the decision they deem fair and reasonable, given the circumstances.

20.04 Arbitral award

The arbitrator's decision is binding on the parties to the agreement and on the employee concerned.

20.05 Arbitral fees

The arbitrator's fees and expenses are shared equally by the parties.

The costs of witnesses are borne by the party summoning them.

ARTICLE 21 - DURATION OF THE AGREEMENT

21.01 Duration and Application of the Collective Agreement

The working conditions contained in the collective agreement continue to apply until a new agreement is signed.

21.02 Appendices and letters of agreement

The appendices and letters of agreement form an integral part of the collective agreement. They are automatically renewed when the collective agreement is renewed, unless otherwise agreed between the Employer and the Union.

21.03 Strike and lockout

The Employer and the Union agree that there shall be no strikes or lockouts during the term of the Collective Agreement.

21.04 Other provisions

Throughout its term, this collective agreement is binding on the successors and agents of both parties.

21.05 The coming into force of the Collective Agreement shall not give rise to any layoff, dismissal, suspension or other disciplinary measure.

21.06 Retroactivity

a) The collective agreement comes into force upon signature and expires on March 31, 2027.

b) The Collective Agreement is not retroactive apart from Article 16.01 - Wages and Appendix C - Schedule of Positions and Wage Rates. Retroactivity applies to all persons having received remuneration between May 1, 2024, and the date of signature of the collective agreement. The Employer shall pay the amounts due as retroactive pay within sixty (60) days of the signing of the collective agreement.

IN WITNESS WHEREOF, the parties have signed at Montreal this 18th day of July 2024.

APPENDIX "A"
MEDIATION AND SIMPLIFIED ARBITRATION

1 Preamble

The parties wish to settle the grievances as quickly and efficiently as possible.

2. Nature of the mandate

The arbitration mediation procedure involves firstly identifying the issues that have given rise to the disagreement and, secondly, identifying settlement methods that consider the interests of the parties.

Should mediation fail to produce a mutually acceptable agreement, the parties recognize the mediator-arbitrator as validly seized of the grievances under the Labour Code and empowered to decide them by means of an arbitration award under the simplified arbitration procedure.

3. Free and voluntary process

The process is free and voluntary. The parties agree to participate actively in order to resolve their differences and reach a mutually acceptable agreement.

Either party may withdraw and terminate the arbitration mediation process unilaterally, at their own discretion. In such a case, they agreed to inform the other party of this decision in advance and to agree to a separate meeting with the mediator-arbitrator before implementing it. At that time, the mediator-arbitrator will be called upon to rule upon the dispute as provided for in paragraphs 13 and 14.

Notwithstanding the preceding paragraph, the mediator-arbitrator may at any time request that the grievance be heard under the usual arbitration process if they consider that the common interest so requires. In such a case, the mediator-arbitrator will inform the parties that they do not wish to hear the grievance and will ask them to appoint an arbitrator to settle it.

4 Role of the mediator-arbitrator

The mediator-arbitrator is an impartial person who helps the parties find their own solutions. They act as a resource person to encourage agreement. Their role is to mediate and supervise exchanges likely to lead the parties concerned to resolve the disagreement themselves.

The mediator-arbitrator offers no legal opinion.

It is not the role of the mediator-arbitrator to judge the value or appropriateness of a settlement agreement, which must remain the expression of the parties' will. Nevertheless, if the mediator-arbitrator is of the opinion that the continuation of the mediation process risks creating a situation of net imbalance or manifest injustice for one party, they must inform the participants in the mediation and invite them, if appropriate, to take the necessary steps to remedy the situation or, if they deem it necessary, they may temporarily suspend the mediation process or simply terminate it and proceed with simplified arbitration.

5. Impartiality

The mediator-arbitrator always acts in a neutral and impartial manner.

6 Role of the parties

Open and honest communication is essential to the arbitration mediation's smooth operation.

As part of this process, the parties agree to demonstrate good faith, engage in civil dialogue and share all relevant information to resolve their dispute informally.

7. Duration

The duration of arbitration mediation is determined by the parties for each grievance or group of grievances. This duration may be extended with the written agreement of the parties.

8. Procedure

Each party sets out its position concisely to the mediator-arbitrator with regard to the issues at stake, the relevant facts and documents, as well as its claims with regard to each subject identified.

Exceptionally at this stage, a witness may be heard at the request of the mediator-arbitrator on a specific question raised during one of the presentations. In this case, the witness is questioned by the mediator-arbitrator alone.

Each party has the right of reply and petition.

The order of presentation is determined by the parties. Failing agreement, the order is determined by the mediator-arbitrator in accordance with the rules governing the burden of proof.

Following the parties' presentation, the mediator-arbitrator may meet the parties together or privately with a view to bringing them to an amicable settlement of the grievance(s).

9. Private meetings

The mediator-arbitrator may, when they deem it useful, have private meetings with one of the parties, who may also, at any time, request to speak privately and confidentially with the mediator-arbitrator.

10 Confidentiality of private meetings

The content of meetings held privately by the mediator-arbitrator with a single party, as well as the documentation communicated on these occasions, are also confidential. Accordingly, the mediator-arbitrator will only communicate the content, in whole or in part, to the other party, at their discretion, with the prior agreement of the party met privately.

Each party and each participant personally undertake not to disclose under any circumstances the content of such meetings and not, by subpoena or otherwise, to seek to compel any participant or participants to testify in any proceeding whatsoever concerning anything said at such meetings.

11. Agreement

Any agreement to be reached will be evidenced in writing, signed by the parties and submitted to the mediator-arbitrator so that they may take note of it as a grievance arbitrator.

12. Impasse

When the mediator-arbitrator considers, on their own initiative or at the invitation of a party, that an issue in dispute is not amenable to a negotiated solution, they must inform the parties and refer the matter to simplified arbitration in accordance with the rules set out below. A declaration of impasse made at the invitation of a party or at the initiative of the mediator-arbitrator is mentioned in the decision.

13 Simplified arbitration and rules of evidence

At this stage, a witness may be heard on a specific issue raised during the presentation made in paragraph 8 in the following cases:

- § at the request of the mediator-arbitrator
- § at the request of one of the parties and if the mediator-arbitrator deems it necessary.

If the mediator-arbitrator accepts that a witness be heard, they are first questioned by the mediator-arbitrator, if they wishe, and then according to the usual procedure in a traditional grievance arbitration.

Accordingly, each party may, in the manner determined by the mediator-arbitrator, concisely supplement the statement of its position made under paragraph 8 and the solution they recommend by means of an oral or written statement accompanied by any relevant documents in support of its claim.

The mediator-arbitrator called upon to rule on an issue which has not been the subject of an agreement, may base their decision on any information brought to their knowledge during the arbitration mediation, either before or after an impasse has been reached on the said issue.

Notwithstanding the preceding paragraph, anything said during private meetings with the mediator-arbitrator shall be considered inadmissible in evidence and shall at no time be considered by the mediator-arbitrator in support of their decision.

14. Decision

The mediator-arbitrator decides the grievance in accordance with the provisions of the collective agreement. In such a case, the presentation made by each of the parties under paragraph 8, the witnesses heard, if any, as well as the concise statement provided for in paragraph 13, constitute the evidence and arguments on file.

The mediator-arbitrator then issues an arbitral decision in the usual form.

15. Immunity

It is furthermore explicitly agreed that this simplified mediation and arbitration process takes place at the request and with the express consent of the parties, within the framework of a pre-hearing conference within the meaning of sections 100.2 of the Québec Labour Code and sections 27 and

28 of the Act to establish the Administrative Labour Tribunal. The mediator-arbitrator may not be called upon to testify in any legal proceedings, and in all respects enjoys the immunity stipulated in article 100.1 of the Code.

16 Respect for the rules of natural justice and judicial review

The parties acknowledge and declare themselves satisfied that this Appendix and its terms respect, for all purposes, the rules of natural justice, including the right to be heard, and do not prejudice the competence of the mediator-arbitrator to decide any matter referred to simplified arbitration.

Subject to the parties' right to contest the arbitration award by way of judicial review, the parties agree that recourse to the mediation and simplified arbitration mechanism does not constitute a breach of the collective agreement and that the decision of the mediator-arbitrator is final, binding and without appeal.

17 Modifications

This protocol may be amended at any time by written agreement of the parties.

18. Fees

Fees and disbursements incurred by arbitration mediation are paid in accordance with the collective agreement.

APPENDIX "B"
EMPLOYMENT CONTRACT

EMPLOYMENT CONTRACT	
Employee name :	
Job title :	
Status (permanent, seasonal or temporary) :	
Name of department manager :	
Duration of employment (length of contract) :	
Hourly rate :	
Employee signature :	
Date :	
Signature of Employer's representative :	
Date :	

Note: please e-mail a copy of this document to the Union. All other conditions of employment are set out in the collective agreement.

APPENDIX "C"
TABLE OF POSITIONS AND WAGE RATES

JOB TITLE	CATEGORY	SALARY
Guest transport	1	18.00 $
Administrative Assistant	1	18.00 $
Ticket, candy bar and merchandising clerk	1	18.00 $

JOB TITLE	CATEGORY	SALARY
Programming Assistant	2	19.00 $
Programming Assistant - Quebec	2	19.00 $
Production Assistant	2	19.00 $
Social Media Assistant	2	19.00 $
Accreditation Assistant	2	19.00 $
Hospitality Assistant	2	19.00 $
International Press Relations Assistant	2	19.00 $
Head of juries	2	19.00 $
Venue Manager	2	19.00 $
Production Assistant - Frontières	2	19.00 $

JOB TITLE	CATEGORY	SALARY
Merchandising Coordinator	3	20.00 $
Accreditation Coordinator	3	20.00 $
Production Coordinator	3	20.00 $
Volunteer Coordinator	3	20.00 $
Hospitality Coordinator	3	20.00 $

Transportation Coordinator	3	20.00 $
International Press Relations Coordinator	3	20.00 $
Social Media Coordinator	3	20.00 $
Web coordinator	3	20.00 $
Digital Production Coordinator	3	20.00 $
Ticketing Supervisor	3	20.00 $
Film/Digital Copy Assistant	3	20.00 $

JOB TITLE	CATEGORY	SALARY
Programmer	4	22.00 $
Editor-in-Chief	4	22.00 $

JOB TITLE	CATEGORY	SALARY
Social Media Strategist	5	24.00 $
Hospitality Manager	5	24.00 $
Production Manager	5	24.00 $
Director of Fantastiques Weekends	5	24.00 $
Director of Asian Programming	5	24.00 $
Programming Manager	5	24.00 $
Production Manager Frontières	5	24.00 $
Film/Digital Copy Manager	5	24.00 $

APPENDIX "D"

Notwithstanding the minimum wage rates provided for each job category in Appendix C hereof, the following employees shall benefit from the following rates as of May 1er 2024:

1. Éric Lavoie - Digital Production Coordinator: $20.60

2. Lotfi Benamara - Ticketing Supervisor: $20.60

3. Lou Tremblay - Film/Digital Copy Assistant: $21.00

4. Giulio Evangelista - Production manager: $24.21

5. Isabelle Gauvreau - Director, Fantastic Weekends section: $24.21

6. Nicolas Archambault - Asian Programming Director: $24.76

7. Becca Mckay - Director of Programming: $24.76

8. Alexandre Girard Vermeil - Frontières Production Manager: $25.00

9. James De Burgh Galway - Film/Digital Copy Manager: $30.25

Thereafter, the rates of pay of each of the employees listed above are also increased by the planned annual increases on May 1er of each year, in accordance with article 16.02 of the present collective agreement.

APPENDIX "E"
RETURN TO WORK PROTOCOL

RETURN-TO-WORK PROTOCOL

BETWEEN

Syndicat des employé-es de l'événementiel - Section Fantasia. - CSN

hereinafter

called the

"Union" AND

Fantasia Festival

hereinafter referred to as "the Employer

WHEREAS the parties bargained collectively from January 15, 2024 to July 12, 2024;

WHEREAS the Union exercised its right to strike on July 11, 2024 and July 12, 2024, which ended at 7:00 a.m. on July 12, 2024;

WHEREAS the Union reported and denounced the use of scabs during the strike exercise of July 11, 2024;

WHEREAS on July 12, 2024, an agreement in principle was reached between the parties;

WHEREAS the agreement on the content of this Return to Work Protocol was reached between the parties on July 12, 2024 ;

WHEREAS the Employer has accepted the working conditions of a new collective agreement and the present protocol;

WHEREAS the Union undertakes to recommend to its members the working conditions of the new collective agreement and the return-to-work protocol;

WHEREAS it is necessary to specify the terms of return to work and the transitional terms of application of certain provisions of the new collective agreement.

Accordingly, the parties agree as follows:

1. The preamble is an integral part of this return-to-work protocol.

The date of resumption of the company's economic activities

2. The Union ended its strike mandate following the signing of the new collective agreement.

3. The new collective agreement comes into effect upon signature and has no retroactive effect, except for wages, which will be retroactive to May 1, 2024, following its acceptance by Union members at a general meeting.

Return to work terms

4. Employees who were on sick leave, CNESST leave or other leave before the strike remain on sick leave.

5. Employees on probation at the time the labour dispute is declared are deemed to have successfully completed the probationary period.

6. Employees return to work without any reduction in pay due to the exercise of their right to strike.

Maintaining working conditions

7. All employees affected by the strike will return to the positions and duties they held when the strike began on July 11, 2024. Employees who have an employment relationship with Fantasia but are not currently employed by the Festival maintain their employment relationship and recall rights.

8. Length of service, seniority and all rights deriving therefrom and accruing to each employee are preserved. Length of service and seniority are accumulated for all employees for the duration of the labour dispute, as if the employees were at work. Moreover, the work stoppage in no way affects the accrual and payment of benefits.

9. The Employer acknowledges that between the period of strike days and the date of return to work, all employees retained all rights and benefits as provided on July 10, 2024.

Repayment of unpaid sums of money

10. Within ten (10) days of the signing of this Agreement, the Employer shall remit to the Union, if applicable, any unremitted Union dues it may have collected.

Waiver of recourse, waiver and release

11. The Employer, their representatives, directors, shareholders, employees, officers, members, agents, successors, assigns or others and the Union, their representatives, directors and agents waive and desist, within ten (10) days of the signing of this Return to Work Protocol, from all grievances, complaints, or any other legal proceedings whatsoever which they may have brought before the courts of general jurisdiction or an administrative tribunal, in particular the Tribunal administratif du travail, against either of the parties and against any organization with which the Union or its representatives are affiliated in connection with events directly or indirectly related to the strike.

12. The Union waives the right to file any complaint under section 109.1 of the Labour Code with respect to the labour dispute that took place from July 11, 2024 to July 12, 2024.

13. The Employer, their representatives, directors, shareholders, employees, officers, members, agents, successors, assigns or others, agrees not to discriminate, sanction, prosecute or discipline any employee(s) because of the pressure tactics, work stoppage or any other event directly or indirectly related to such work stoppage, the negotiation of the collective agreement, the return-to-work protocol or the role they might have played in it, and in general all acts or omissions connected with this work stoppage or with events preceding it, if they are related to the renewal of the agreement during the negotiation phase of the collective agreement or the return-to-work protocol.

14. The Employer and the Union waive any and all actions, complaints, claims, grievances, damages, demands or recourses of any nature whatsoever which it may, could or might have against the Confédération des Syndicats nationaux (CSN), the Fédération Nationale des Communications et de la Culture (CSN) and the Conseil central du Montréal métropolitain (CSN), as well as their respective directors, officers, executives, agents, employees or

representatives, in connection with events directly or indirectly related to the settlement of the collective agreement, the return-to-work protocol or the work stoppage.

15. The Employer and the Union release from all liability the Confédération des Syndicats nationaux (CSN), the Fédération Nationale des Communications et de la Culture (CSN) and the Conseil central du Montréal métropolitain (CSN), as well as the Syndicat de l'Événementiel - Section Fantasia (CSN), and their respective directors, officers, directors, agents, employees or representatives, with respect to any present, past or future obligation of means whatsoever in connection with events directly or indirectly related to the settlement of the collective agreement, the return-to-work protocol or the work stoppage.

16. The Employer and the Union undertake to take all necessary steps to ensure that their representatives, directors, shareholders, employees, officers, members, agents, successors, assigns or others, waive and release from all liability the Confédération des Syndicats nationaux (CSN), the Fédération Nationale des Communications et de la Culture(CSN) and the Conseil central du Montréal métropolitain (CSN), and the Syndicat de l'Événementiel - Section Fantasia (CSN), as well as their respective directors, officers, executives, agents, employees or representatives, with respect to any present, past or future obligation of means whatsoever in connection with events directly or indirectly related to the settlement of the collective agreement, the return-to-work protocol or the work stoppage.

17. The Employer, their representatives, directors, shareholders, employees, officers, members, agents, successors, assigns or others and the Union, their representatives, directors and agents waive the right to institute any actions, suits, complaints, grievances, injunctions or other legal proceedings whatsoever before the common law courts or an administrative tribunal, including the Tribunal administratif du travail, against either of the parties and against any organization with which the Union or its representatives are affiliated in connection with events directly or indirectly related to the settlement of the collective agreement, the return-to-work protocol or the work stoppage.

18. The Employer, their representatives, directors, shareholders, employees, officers, members, agents, successors, assigns or otherwise, and the Union, their representatives, directors and agents, give each other full and final release from any and all direct, indirect or other damages which arise or may arise directly or indirectly from the exercise of the strike and from any and all

damages arising directly or indirectly from or in connection with the renewal of the collective agreement and the return to work protocol.

Exchange of consent

19. The Employer and the Union acknowledge that the provisions of this Memorandum represent their intentions and declare that they are individually, mutually and collectively bound by them and for and on behalf of the persons under their command or whom they represent.

The arbitration process

20. This Return-to-Work Protocol forms an integral part of the Collective Agreement and is subject to the grievance and arbitration procedure provided for in the Collective Agreement and the Labour Code.

21. The parties agree to promptly file with the Ministry of Labour, in accordance with section 72 of the Labour Code, two certified copies of the original return-to-work protocol.

22. The present protocol acts as a transitional provision and, should any of its stipulations come into conflict with a stipulation of the collective agreement, the stipulation of the protocol will then take precedence.

IN WITNESS WHEREOF, the parties hereto, by their respective representatives, have signed at Montreal, this 17th day of July 2024.

LETTER OF UNDERSTANDING NO. 1 - JOINT COMMITTEE

The parties agree to form a joint committee, made up of two (2) representatives of the Employer and two (2) representatives of the Union, whose mandate is to draft job descriptions for all job titles covered by the certification certificate. If necessary, the parties may appoint one (1) resource person, with prior notice to the other party.