

# **COLLECTIVE AGREEMENT**

**reached between**

**THE COMITÉ PATRONAL DE NÉGOCIATION DU SECTEUR DE LA  
SANTÉ ET DES SERVICES SOCIAUX**

**AND**

**THE FÉDÉRATION DE LA SANTÉ ET DES SERVICES SOCIAUX  
(CSN)**

**July 10 2016  
March 31, 2020**



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**PART I**  
**ARTICLES**

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# ARTICLE 1

## DEFINITIONS

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### 1.01 Employee

Means any person included in the bargaining unit who works for the employer in return for remuneration. This term also designates "a union officer on leave" as provided in Article 7 of this collective agreement.

An employee who temporarily holds a position outside the bargaining unit continues to be covered by the collective agreement. However, the employer's decision to return that employee to their regular position cannot be grieved.

### 1.02 Full-time employee

Means any employee who works the number of hours stipulated for their job title.

Employees on the recall list who have a full-time assignment scheduled to last for six (6) months or more are considered to be full-time employees for this period. The parties may agree otherwise in local arrangements.

### 1.03 Part-time employee

Means any employee who works fewer hours than the number stipulated for their job title. A part-time employee who from time to time works the total number of hours stipulated for their job title continues to have part-time status.

### 1.04 Promotion

Means the transfer of an employee from one position to another with a pay scale that has a higher maximum.

### 1.05 Transfer

Means the transfer of an employee from one position to another, with or without a change in job title, with a pay scale that has an identical maximum.

### 1.06 Demotion

Means the transfer of an employee from one position to another with a pay scale that has a lower maximum.

### 1.07 Spouse

"Spouse" means persons:

- a) who are married and living together;
- b) who are in a civil union and living together;
- c) of the same or different sex who are living as if they were married and are the father or mother of the same child;

- d) of the same or different sex who have been living as if they were married for at least one (1) year.

### **1.08 Dependent child**

Means the child of an employee, of the employee's spouse or of both who is neither married nor in a civil union and resides or is domiciled in Canada, who is dependent on the employee for support and who meets one of the following conditions:

- is less than eighteen (18) years old;
- is twenty-five (25) years of age or younger and attends a recognized educational institution as a duly registered full-time student;
- regardless of their age, became totally disabled at a time when they met one of the above conditions and has remained continuously disabled since then.

### **1.09 Probation period**

All new employees undergo a probation period. During this period, they are entitled to all the benefits of this collective agreement. A new employee who is dismissed during this period is not, however, entitled to the grievance procedure.

The terms and length of the probation period are negotiated and agreed upon locally.

An employee acquires seniority once their probation period has ended in accordance with the terms of Article 12.

### **1.10 Displacement**

When the term "displacement" is used, its definition is what has been negotiated and agreed upon locally.

### **1.11 Position**

When the term "position" is used, its definition is what has been negotiated and agreed upon locally.

During an initiation and trial period, an employee who decides to return to their former position or who is asked to do so by the employer does so without prejudice to their vested rights in that former position.

### **1.12 Service**

When the term "service" is used, its definition is what has been negotiated and agreed upon locally.

### **1.13 Position temporarily without an incumbent**

When the term "position temporarily without an incumbent" is used, its definition is what has been negotiated and agreed upon locally.

### **1.14 Recall list**

When the term "recall list" is used, its definition is what has been negotiated and agreed upon locally.

Before employing a person from outside the institution, the employer uses the employees on the recall list, in accordance with the terms and conditions agreed upon locally.

## **ARTICLE 2**

### **PURPOSE**

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The purpose of these provisions is, on the one hand, to establish orderly relations between the parties as well as to encourage good relations between the employer and employees and, on the other hand, to define good working conditions for the employees, including the promotion of their safety and welfare.

## ARTICLE 3

### GENERAL PROVISIONS

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**3.01** The employer takes the necessary steps to prevent accidents, ensure safety and promote employees' health.

**3.02** For the purposes of applying this collective agreement, neither management, nor the union nor their respective representatives may use threats, exercise constraint or discriminate against an employee on the basis of their race, colour, nationality, social background, language, sex, pregnancy, sexual orientation, marital status, age, religious beliefs or lack thereof, political opinions, handicap, family relations, parental status or the exercise of a right conferred upon them by this collective agreement or the law.

Discrimination exists when such a distinction, exclusion or preference denies, compromises or restricts a right conferred upon an employee by this collective agreement or the law on one of the grounds mentioned above.

Despite the above, a distinction, exclusion or preference based on the aptitudes or qualifications required to perform the duties involved in a position is considered to be non-discriminatory.

When the context so requires, any word in the masculine form also denote the feminine.

**3.03** Employees exercise their rights under the name given to them that appears on their birth certificate.

**3.04** An employee who is a member of the board of directors of a health and social services council is given time off without loss of remuneration in order to attend health and social services council board meetings upon request to their immediate supervisor, who may not refuse it without a valid reason.

Upon request to their immediate supervisor, an employee who is a member of the institution's board of administration is given time off without loss of remuneration in order to attend board meetings.

#### **3.05 Psychological harassment**

The provisions of articles 81.18, 81.19, 123.7, 123.15 and 123.16 of the *Act respecting labour standards* (CQLR c N-1.1) are an integral part of this collective agreement.

**3.06** Psychological harassment is not tolerated in any form. To this end, the employer and the union co-operate to prevent psychological harassment by establishing appropriate measures of information and education, to be agreed upon by the local parties.

**3.07** The employer and the union agree not to publish or distribute sexist posters or brochures.

**3.08** Local parties may agree upon a procedure for handling complaints of psychological harassment.

**3.09** Despite the time limit stipulated in clause 10.01, any complaint regarding psychological harassment must be filed within ninety (90) days of the last manifestation of such conduct.

## **Valuing, promoting and preserving public services**

**3.10** The parties recognize the importance of:

- maintaining quality public services and identifying where savings can be made;
- working to maintain and develop the expertise of employees in the public health and social services system;
- having the objective of preserving jobs in the public health and social services and giving preference to having work done in-house;
- discussing concrete proposals for improving how things are done outside the formal context of collective bargaining.



## **ARTICLE 4**

### **MANAGEMENT RIGHTS**

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The union recognizes the employer's right to exercise its executive, management and administrative duties in a manner that is compatible with the provisions of this collective agreement.

## **ARTICLE 5**

### **UNION RECOGNITION**

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**5.01** The employer hereby recognizes the union as the sole bargaining agent for the purpose of negotiating and reaching a collective agreement on behalf of all employees covered by the certification.

**5.02** If a difficulty arises in interpreting the text of the certification, no arbitrator may be asked to interpret the meaning of that text.

**5.03** No individual agreement between an employee and the employer on working conditions different from those provided in this collective agreement or on working conditions not provided for in this agreement is valid unless it has received the union's written approval.

#### **5.04 Security guard**

A security guard must not give any orders to employees in other job titles covered by the certification in the accomplishment of their work.

#### **5.05 Files**

Upon request to the personnel manager or the manager's representative, employees may always consult their file as soon as possible, in the presence of a union representative if they so desire.

This file includes:

- the employee's job application;
- the hiring form;
- all authorizations for deductions;
- applications for promotions, transfers or demotions;
- copies of degrees, diplomas and attestations of studies or experience;
- health office reports sent to the personnel department;
- copies of disciplinary reports;
- copies of work accident reports;
- the notice of departure;
- administrative measures listed in clause 5.12;
- formal and periodic appraisal reports, after a copy has been given to and discussed with the employee;
- notices of appointments to a position;
- documents about experience acquired or recognized.

#### **5.06 Right to be accompanied**

An employee called in for a meeting with a representative of the employer regarding their employment relationship or job status, a disciplinary matter or the settlement of a grievance may demand to be accompanied by a union representative.

### **5.07 Disciplinary measures**

An employer who suspends or dismisses an employee has four (4) calendar days to inform the employee in writing of the facts and reasons for the dismissal or suspension.

The employer has the same four (4) calendar days to notify the union in writing of any suspension or dismissal.

**5.08** No offence can be held against an employee if one (1) year has passed since it was committed, providing that no similar offence has been committed within the year (12 months).

**5.09** A decision to suspend or dismiss must be communicated within thirty (30) days of the incident giving rise to the decision, or no later than thirty (30) days after the employer becomes acquainted with all the facts relevant to the incident.

The thirty (30)-day time limit stipulated above does not apply if the decision to suspend or dismiss is the result of a repetition of certain facts or of chronic behaviour on the employee's part.

### **5.10 Resignation**

An arbitrator may weigh the circumstances surrounding an employee's resignation and the significance of the latter's consent.

### **5.11 Admission**

An admission signed by an employee may not be used against them before an arbitrator unless:

- 1- the admission was signed in the presence of a duly authorized union representative;
- 2- the admission was signed in the absence of a duly authorized union representative but was not repudiated in writing by the employee within seven (7) days of when it was signed.

### **5.12 Administrative measures**

An employer who implements an administrative measure other than a disciplinary measure or layoff that has a temporary or permanent effect on an employee's employment relationship has four (4) calendar days to inform the employee in writing of the basic facts and reasons for the measure.

The employer has the same four (4) days to notify the union in writing of the measure imposed.

### **5.13 Vacant and newly created positions**

The employer informs the union of any vacant or newly created positions, in accordance with the terms negotiated and agreed upon locally.

## ARTICLE 6

### UNION SYSTEM AND CHECKOFF OF UNION DUES

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**6.01** All employees who are members in good standing of the union at the time this collective agreement comes into force, and all who become members of the union afterwards, must maintain their union membership for the duration of the collective agreement as a condition of their continued employment.

**6.02** All new employees have ten (10) calendar days from their first (1<sup>st</sup>) day of work to become members of the union as a condition of continued employment. Upon hiring, the employer informs employees of this provision.

**6.03** The employer is not, however, obliged to dismiss an employee whom the union expels from its ranks. Such an employee nevertheless remains subject to the stipulations on the checkoff of union dues.

**6.04** For the duration of this collective agreement, the employer deducts the union dues set by the union or an equal amount from the pay of every employee who has completed ten (10) calendar days of employment and remits the amounts deducted to the union treasurer once per accounting period (minimum twelve (12) periods per year), within fifteen (15) calendar days of when they are collected.

Along with the remittance of dues, the employer prepares and provides a detailed statement of the names of employees for whom dues have been deducted, their pay and the dues checked off.

The employer is responsible for seeing that this clause is implemented in full.

**6.05** Upon receiving a new member's written authorization, the employer deducts the initiation fee set by the union and remits it to the union together with regular dues.

**6.06** If either party requests that the Tribunal administratif du travail rule on whether a person is part of the bargaining unit, the employer checks off the employee's union dues or the equivalent until the Tribunal's decision has been rendered and then remits them in accordance with that decision.

This checkoff is done starting the beginning of the month following when such a motion is filed.

The employer is responsible for seeing that this clause is implemented in full.

**6.07** Once a month, the employer provides the union with two copies of a list of new employees, indicating the following information: hiring date, address, job title, service, rate of pay, employee number, social insurance number and status; as well as a list indicating departure dates. The list of departures must indicate the service in which the employee worked.

**6.08** The amount of union dues must appear on the T-4 and Relevé 1 forms in accordance with the various regulations of the department or ministry concerned.

## ARTICLE 7

### LEAVE FOR UNION WORK

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**7.01** Within thirty (30) calendar days of when this collective agreement comes into force, the union provides the employer with a list of its local representatives (officers, directors, union officers on leave, grievance officers).

The union provides the employer with a list of its official delegates within ten (10) calendar days of their appointment or election. Any changes to the lists mentioned in this article are communicated to the employer within ten (10) calendar days of the change.

**7.02** Official union delegates may, upon written request by the union ten (10) calendar days in advance, take leave from work with no loss of pay in order to attend conventions of the Confédération des syndicats nationaux (CSN), the Fédération de la santé et des services sociaux – CSN (FSSS-CSN) and central councils, as well as FSSS-CSN federal councils.

This leave is capped at the following maximum number of days:

Number of employees in the bargaining unit on January 1 of each year	Number of days of paid union leave per year	
	Institution not the result of an amalgamation under the Act <sup>1 2</sup>	CISSS or CIUSSS
1 – 50	20	50
51 – 100	30	80
101 – 200	35	95
201 – 300	45	135
301 – 500	60	180
501 – 750	70	210
751 - 1,000	80	245
1,001 – 1,250	85	260
1,251 - 1,500	90	280
1,501 -1,750	95	300
1,751 - 2,000	105	320
2,001 - 2,250	110	330
2,251 - 2,500	115	345
2,501 - 2,750	120	355

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<sup>1</sup> Act to modify the organization and governance of the health and social services network, in particular by abolishing the regional agencies, CQLR c O-7.2 (Bill 10).

<sup>2</sup> Including the Centre intégré de santé et de services sociaux des Îles.

2,751 - 3,000	125	365
3,001 - 3,250	130	370
3,251 - 3,500	135	375
3,501 - 3,750	140	385
3,751 - 4,000	145	400
4,001 or more	150	420

**7.03** Delegates designated by the union may, upon written request by the union ten (10) calendar days in advance, take leave from work without pay in order to take part in union activities.

The employer continues, however, to pay the employees concerned remuneration equal to what they would receive if they were at work, providing that the union reimburses the pay, additional remuneration provided in Article 4 of Appendix B, Article 5 of Appendix D or Article 2 of Appendix O, applicable premiums, benefits and the employer's share of employee benefit plans. The reimbursement must be made within thirty (30) days of the employer's claim.

**7.04** The written requests stipulated in clauses 7.02 and 7.03 must state the name of the employee(s) on behalf of whom the leave is requested, as well as the nature, duration and location of the union activity for which the leave is requested.

**7.05** In the event that the ten (10) calendar days of notice stipulated in clauses 7.02 and 7.03 cannot be given for an unforeseeable or urgent reason, the union indicates in writing the reasons why the ten (10) days of notice is not respected.

The work schedules of these employees are in no way modified as a result of the above leave unless the parties so agree.

**7.06** The employer grants union leave with no loss of pay to an employee or employees designated by the union for any internal union activities.

This leave for union work, except that provided under clauses 7.07, 7.11, 7.12, 7.13 and 7.14, is deducted from the annual bank of days of leave for union work, capped at the following maximum number of days:

Number of employees in the bargaining unit on January 1 of each year	Number of days of paid union leave per year		
	Institution that is not the result of an amalgamation under Bill 10 <sup>1</sup>	CISSS or CIUSSS with a distance of less than 240 km between the two (2) facilities furthest apart	CISSS or CIUSSS with a distance of 240 km or more between the two facilities furthest apart
50 - 100	50	125	145
101 - 200	95	225	245
201 - 300	125	305	325

<sup>1</sup> Including the Centre intégré de santé et de services sociaux des Îles.

301 - 500	155	375	405
501 - 750	180	415	465
751 - 1,000	230	520	590
1,001 - 1,250	255	570	640
1,251 - 1,500	280	635	715
1,501 - 1,750	310	705	800
1,751 - 2,000	340	780	880
2,001 - 2,250	365	810	955
2,251 - 2,500	380	880	1,010
2,501 - 2,750	385	915	1,040
2,751 - 3,000	390	920	1,045
3,001 - 3,250	395	925	1,050
3,251 - 3,500	400	935	1,065
3,501 - 3,750	405	955	1,085
3,751 - 4,000	410	980	1,105
4,001 or more	415	1,020	1,140

The distance between the two (2) facilities the furthest apart of a Centre intégré de santé et de services sociaux (CISSS) or a Centre intégré universitaire de santé et de services sociaux (CIUSSS) is calculated by road within the territory covered by the institution.

After the number of days of leave set out above has been used up, the days of leave provided for in clause 7.02 may be used for internal union activities.

If the bargaining unit has fewer than fifty (50) members, a local union representative may be given leave with no loss of pay, with the authorization of the employer or the latter's representative.

**7.07** Union representatives may be given leave to meet with the institution's authorities by appointment.

**7.08** Union representatives may also be given leave to meet with employees in the institution during working hours concerning grievances to be discussed or investigations of working conditions, following a request to the personnel manager or the latter's representative five (5) days in advance. The union representatives and employees concerned do not incur any loss of pay as a result.

**7.09** Upon request to the personnel manager or the personnel manager's representative five (5) days in advance, an outside union representative may meet with any employee covered by the certification during working hours in an office in the institution reserved for this purpose, without any loss of pay for the employee.

**7.10** The employer provides the union with a suitable office that the union or union officer on leave may use in order to meet with employees and discuss investigations, requests for information or any other union matter.

If the office cannot be used exclusively for union purposes, the employer provides the union with a filing cabinet that locks.

**7.11** The union representative, the employee concerned and witnesses in an arbitration case are given leave with no loss of pay.

However, witnesses only have time off work for the time the arbitrator considers necessary.

**7.12** For group grievances, the group is represented by a person mandated by the union.

**7.13** An employee who is a member of a joint committee composed of a representative appointed by the government and/or the employer on the one hand and union representatives on the other, as well as an employee asked by the committee to take part in its work, is entitled to take leave from work upon notice to the employer with no loss of pay in order to attend meetings of the committee or to do work required by the committee.

**7.14** For the purpose of attending all local or regional bargaining sessions, the employer gives leave with no loss of pay to employees designated by the union.

The number of employees to be given union leave is as follows

<b>Number of employees in the bargaining unit on January 1 of each year</b>	<b>Number of employees to be given union leave</b>
1 - 250	2
251 - 1000	3
1,001 or more	4

For the purpose of preparing for sessions on local arrangements and the local or regional bargaining sessions provided for in this clause, the parties may, by local arrangement, agree on union leave for employees.

**7.15** For the purpose of applying this article, employees who are granted leave with no loss of pay receive remuneration equal to what they would receive if they were at work.

**7.16** When a part-time employee is given paid union leave, this leave is taken into account for the purpose of calculating disability insurance benefits as well as allowances provided by the article on parental rights and job security benefits for layoffs.

**7.17** The reference period for the purpose of applying the union leave quanta runs from April 1 to March 31.

**7.18** Any employee called upon by the union, the FSSS-CSN or the CSN to take on permanent union duties (for a minimum of three (3) months) retains and accumulates seniority and retains the vested rights they had on the date of their departure.

The union must request this leave without pay in writing at least fifteen (15) days in advance and provide the employer with details as to the nature and probable length of the employee's absence.

**7.19** If the duties do not constitute an elected position, the employee must return to the employer's service within fifteen (15) months of going on leave. If they do not so, they are considered to have resigned on the date on which they left the institution.



**7.20** If the duties do constitute an elected position, the leave without pay is automatically renewable from year to year, providing the employee continues to hold elected office.

**7.21** An employee who wishes to return to their job and who fulfills the conditions mentioned in clauses 7.18, 7.19 and 7.20 must give the employer at least fifteen (15) calendar days of notice if the union duties constituted an elected position, or thirty (30) calendar days of notice for a staff position.

**7.22** If, however, the position the employee held at the time of going on leave is no longer available, the employer offers them another comparable position.

**7.23** An employee performing union duties has the right to apply for a position that is posted and obtain it in accordance with the provisions of the collective agreement as if they were at work, providing that they can begin work within thirty (30) days of being appointed to the position.

**7.24** An employee performing union duties may be covered by group insurance and/or the pension plan in force at the time if they pay the entire premium for the insurance and/or pension plan every month and if the contract clauses allow them to do so.

Subject to the provisions of clause 23.14, participation in the basic health insurance plan is mandatory and the person must pay the full amount of the required contributions and premiums.

**7.25** No later than December 31 of each year, the FSSS-CSN sends the Comité patronal de négociation du secteur de la santé et des services sociaux (CPNSSS) the list of employees who are officers for a national body, identifying the institution from which each one comes. This list may be modified by written notice from the FSSS-CSN to the CPNSSS at least fifteen (15) days in advance.

There are no more than thirty (30) days per year per employee of leave for this purpose, for a total of no more than three hundred (300) days per year for all institutions in the health and social services system.

An employee may take time off work with no loss of pay to perform their duties as an officer at a meeting of a national union body upon written request by the union to the employer at least ten (10) days in advance. A copy of the request is also sent to the CPNSSS.

**7.26** Any paid or unpaid leave for an employee for union work stipulated by the collective agreement is granted providing that the employer can ensure the continuity of activities in the service, except for the leave for internal work agreed upon at least ten (10) days in advance.

## **7.27 Transitional clauses**

### **A) For amalgamated institutions**

a) The transitional clauses regarding the number of days of union leave under clauses 7.02 and 7.06 for institutions resulting from an amalgamation under Bill 10 are established as follows:

- 1- For the period between the date on which the collective agreement comes into force and the end of the thirty (30) days following the date on which the new association of employees is certified, the number of days stipulated in the banks of union leave under clauses 7.02 and 7.06 of the 2011-2015 collective agreement is divided by twelve (12). Only the number of days of leave resulting from this operation may be granted each month during this period. The union party may, however, postpone unused days of

union leave to the following months, but without postponing them beyond the end of the thirty (30) days following the certification of the new association of employees.

- 2- The number of days stipulated in the banks of union leave under clauses 7.02 and 7.06 of this collective agreement applies from the day after the end of the thirty (30) days following the date of certification of the new association of employees, based on the number of employees in it.

However, for the period between the beginning of this application and the end of the reference period for the application of the quanta set out in clause 7.17, this number of days is prorated to the number of days remaining in this reference period.

- b) The transitional clauses regarding the number of employees given leave for the purpose of attending any local or regional bargaining sessions or sessions on local arrangements under clause 7.14 for institutions resulting from an amalgamation under Bill 10 are established as follows:

- 1- For the period between the date on which the collective agreement comes into force and the end of the thirty (30) days following the date on which the new association of employees is certified, the number of employees given leave under clause 7.14 applies, based on the number of employees in the bargaining unit as established on the preceding January 1.
- 2- On the thirty-first (31<sup>st</sup>) day after the new association of employees is certified, the employer determines the number of employees in the bargaining unit and applies the corresponding number of persons given leave under clause 7.14.

## **B) For institutions that are not the result of an amalgamation**

For institutions that are not the result of an amalgamation under Bill 10,<sup>1</sup> the number of days of leave provided for the banks of union leave for the first year of application is prorated to the period between the date on which the collective agreement comes into force and the end of the reference period stipulated in clause 7.17.

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<sup>1</sup> Including the Centre intégré de santé et de services sociaux des Îles.

## ARTICLE 8

### REMUNERATION

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**8.01** Employees receive the pay for the position they hold, unless provided otherwise by the parties at the national level.

**8.02** In the case of a temporary displacement, an employee does not incur any reduction in pay.

**8.03** Any provision granting an employee a pay guarantee or non-reduction in pay must be interpreted and applied as guaranteeing an hourly rate of pay or a non-reduction of the hourly rate of pay.

Despite the above, the pay guarantee or non-reduction in pay is on a weekly basis if an employee is transferred in the same status or bumps another employee who has the same status in the course of the application of the bumping procedure or a special measure provided for in Article 14.

No employee incurs a reduction in pay as a result of a promotion or a transfer.

**8.04** An employee who is promoted starts at the rate of pay provided on the scale for the new job title that is immediately higher than the one they received in the job title they are leaving.

If the pay received by an employee in their new job title in the twelve (12) months following a promotion is less than what they would have received in the job title they left, the employee receives the pay they would have received in the job title they left from that date on until they advance through the scale on the anniversary of their promotion.

**8.05** In the case of a demotion, an employee is located on their new pay scale at the echelon that corresponds to their years of service in the institution.

**8.06** In the case of a promotion, the date of the statutory increase is the anniversary date of the employee's promotion.

**8.07** In the case of a transfer or a demotion, the date of the statutory increase is the anniversary date of the employee's hiring.

**8.08** In the case of a promotion, transfer or demotion, the employee is entitled to the provisions of Article 17 (Years of prior experience), if applicable.

**8.09** When there is a shift change, there must always be a minimum period of sixteen (16) hours between the end and the resumption of work; if not, the employee is remunerated at time-and-one-half for the hours worked within the sixteen (16)-hour period.

The parties may in local arrangements reduce the minimum number of hours between the end and the resumption of work.

**8.10** An employee on steady evening or night shifts who is assigned to a day shift for the purpose of acquiring training, skills or practical experience required to perform their duties on the evening or night shifts receives remuneration for the training period equivalent to what they would have received had they stayed on the evening or night shift.

## **Employee working in more than one position**

**8.11** An employee who works in different positions during a week receives the pay for the highest-paid position, providing they have worked in that position for half the normal work week.

This clause does not apply to employees on the recall list.

**8.12** An employee who works in different positions during one (1) week but is not entitled to the benefits of clause 8.11 receives the pay of the highest-paid position for the hours worked in that position, providing they have worked in it for the equivalent of one (1) regular day of work.

The equivalent of one (1) regular day of work must include a minimum period of two (2) continuous hours.

## **Part-time employees**

**8.13** Part-time employees are entitled to all the provisions of this collective agreement.

**8.14** Their earnings are calculated in proportion to the hours worked.

**8.15** Statutory holidays and annual vacation leave for a part-time employee are calculated and paid as follows.

1- Statutory holidays

5.7% applied to:

- pay, premiums<sup>1</sup> and additional remuneration provided for in Article 4 of Appendix B, Article 5 of Appendix D or Article 2 of Appendix O, paid with each pay cheque;
- the pay the employee would have received if they had not been absent on unpaid sick leave when scheduled to work in their position or on an assignment, paid with each pay cheque;

1.27% applied to on disability insurance benefits received and paid with each pay cheque during the first twelve (12) months of disability.

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1 Evening and night shift, enhanced evening and night shift, shift rotation and weekend premiums are not taken into account.

2- Annual vacation leave:

One of the following percentages:

<b>Years of service on April 30</b>	<b>Number of working days of annual vacation</b>	<b>Percentage %</b>
Less than 17 years	20 days	8.77
17 years -18 years	21 days	9.25
19 years - 20 years	22 days	9.73
21 years - 22 years	23 days	10.22
23 years - 24 years	24 days	10.71
25 years or more	25 days	11.21

The percentage is applied to:

- pay, premiums<sup>1</sup> and additional remuneration provided for in Article 4 of Appendix B, Article 5 of Appendix D or Article 2 of Appendix O;
- the pay that the person would have received if they had not been absent on unpaid sick leave when scheduled to work in their position or on an assignment;
- the pay used to establish maternity, paternity, adoption or protective leave allowances;
- the pay used to establish disability insurance benefits during the first twelve (12) months of a disability, including that provided for an employment injury.

### **Fondaction and Bâtirente**

**8.16** Within thirty (30) days of an employee's request for a deduction at the source, the employer deducts the amount identified by the employee for contributions to Fondaction, Bâtirente or both. This deduction may be a fixed amount or a percentage of each pay cheque or a single annual amount. If the payroll system allows it, the employer adjusts the income taxes deducted at the source as permitted by tax regulations.

The employer stops deducting contributions thirty (30) days after an employee gives written notice to this effect.

The list of changes to be made in deductions must reach the employer between October 1 and October 31 or between March 15 and April 15 of each year.

**8.17** The employer remits the contributions monthly, accompanied by a statement giving the name, address, date of birth, social insurance number and amount deducted for each employee. A copy of the statement is sent to the union.

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<sup>1</sup> Evening and night shift, enhanced evening and night shift, shift rotation and weekend premiums are not taken into account.

**8.18** The employer cannot be held accountable for any damages resulting from its deeds or omissions in relation to the deduction to be made at the source from an employee's pay under the terms of this article.

The employer agrees to rectify the situation as quickly as possible as soon as it is informed of the deed or omission.

### **Job titles, job descriptions and pay scales**

**8.19** Job titles, job descriptions and pay rates and scales are provided in the *List of job titles, job descriptions and salary scales* stemming from the December 15, 2005 Sessional Paper no. 2575-20051215 and subsequent modifications to it.

This document is called the "*List of job titles, job descriptions and salary rates and scales in the health and social services network*" and constitutes an integral part of this collective agreement.

The job descriptions give the main characteristics of the job titles. No stipulation in the *List of job titles, job descriptions and salary rates and scales* prevents an employee from being required to perform the duties they are authorized to perform by their membership in a professional order.

**8.20** The employer pays employees the rates of pay provided for their job titles in the *List of job titles, job descriptions and salary rates and scales in the health and social services network*.

The job titles are grouped as follows:

Code 1000: Professionals;

Code 2000: Technicians;

Code 3000: Para-technical;

Code 4000: Trainees and students;

Code 5000: Office employees;

Code 6000: Trades and auxiliary services.

**8.21** The number of weekly hours of work is the number provided for each job title. The local parties may, however, agree to a different distribution of work as long as the average weekly number of days and hours of work does not exceed the maximum number of days for a regular work week, which is five (5) days.

**8.22** When more than one (1) number of weekly hours of work is provided for a job title, the applicable number is the one that was provided for the job title or position in the 2000-2003 collective agreement. However, the number of hours in the work week applicable for an employee in the nursing and cardio-respiratory care class of personnel covered by Schedule 1 of the *Act respecting bargaining units in the social affairs sector* (CQLR c U-0.1) and working in a Centre intégré de santé et de services sociaux or a Centre intégré universitaire de santé et de services sociaux may be one of the number of hours stipulated in the *List of job titles and job descriptions* or a number of hours falling between the minimum and maximum number of hours.

The local parties may decide to apply a different number of weekly hours than what is prescribed for the job title or position as long as that number of hours is stipulated in the *List of job titles*.

In the case of a job title that has no prescribed number of weekly hours of work, the local parties may agree to make a joint request to the Ministère de la Santé et des Services sociaux (MSSS) to modify the job title in order to stipulate a new number of weekly hours of work, as authorized under clause 31.02.

### **8.23 Integration into pay scales**

An employee employed by the institution on the date this collective agreement comes into force is integrated into the pay scale provided for their job title at the echelon corresponding to the one they had on the pay scale in force at the end of the previous collective agreement.

An employee who took on duties corresponding to one of the new job titles prior to the date this collective agreement comes into force is integrated into the pay scale provided for their new job title on the basis of the number of years of experience recognized in accordance with the provisions of Article 17 (Years of prior experience).

An employee hired after the date on which this collective agreement comes into force is integrated at the echelon corresponding to the number of years of experience recognized in accordance with the provisions of Article 17 (Years of prior experience) on the pay scale provided for their job title.

### **8.24 Application of pay scales**

As of April 1 of each year, an employee is classified on the pay scale that becomes applicable on that date at the echelon corresponding horizontally to the one they had on the preceding March 31.

### **Advancement on the pay scale**

**8.25** If the number of echelons on the pay scale permits it, each time an employee completes one year of service in their job title they advance to the echelon immediately higher than their current one.

For the purpose of applying the previous paragraph, each day of work by a part-time employee equals 1/225<sup>th</sup> of a year of service. However, for an employee entitled to twenty-one (21), twenty-two (22), twenty-three (23), twenty-four (24) or twenty-five (25) days of annual vacation, each day of work equals 1/224<sup>th</sup>, 1/223<sup>rd</sup>, 1/222<sup>nd</sup>, 1/221<sup>st</sup> or 1/220<sup>th</sup> of a year of service.

A part-time employee's days of leave for union work, excluding those provided for in clauses 7.18 to 7.20, are deemed to be days of work for the purpose of advancement on the pay scale.

Furthermore, valid experience acquired in a comparable job title is recognized for a part-time employee. The employee may ask the employer for an attestation of experience once each calendar year.

However, the year or fraction of a year of service acquired as well as days of work accumulated in 1983 are not credited for the purpose of determining an employee's date for advancement to the next echelon on the pay scale.

**8.26** For part-time employees, days worked since January 1, 1989 in the same job title in another institution in the system are recognized for the purpose of advancing on the pay scale. A part-time

employee may request a written attestation of days worked from each employer once each calendar year.

When the number of days accumulated in this way equals one year of service, the employee is credited, as of the date the attestation is remitted, with one year of service for the purpose of advancing on the pay scale.

Each day of work equals 1/225<sup>th</sup> year of service. However, for an employee entitled to twenty-one (21), twenty-two (22), twenty-three (23), twenty-four (24) or twenty-five (25) days of annual vacation, each day of work equals 1/224<sup>th</sup>, 1/223<sup>rd</sup>, 1/222<sup>nd</sup>, 1/221<sup>st</sup> or 1/220<sup>th</sup> of a year of service.

In no case, however, may the application of this clause enable a part-time employee to advance more than one echelon within a twelve (12)-month period.

### **Classification and reclassification**

**8.27** Within ninety (90) days of the date this collective agreement comes into force, the employer will:

- a) specify each employee's job title in writing;
- b) proceed with the necessary reclassifications.

**8.28** The adjustment of a reclassified employee's earnings under the terms of the preceding clause is retroactive to the date the employee began to perform the duties that warrant their reclassification, but not prior to the date this collective agreement comes into force.

### **8.29 Employees off the rates or scales**

A) An employee whose rate of pay on the day preceding the date when rates of pay and pay scales are increased is higher than the flat rate or maximum of the pay scale in effect for their job title is, on the date that pay rates and scales are increased, entitled to a minimum rate of increase equal to half of the percentage increase applicable on April 1 of the period in question over the previous March 31 to the flat rate or top echelon on the scale corresponding to their job title on the previous March 31.

B) If the effect of applying the minimum rate of increase as defined in the above paragraph is to give an employee who was off the rate or off the scale on March 31 of the previous year a rate of pay that on April 1 is lower than the top echelon of the scale or the flat rate of pay corresponding to their job title or class, the minimum rate of increase is raised to the percentage necessary to give the employee the level of this echelon or flat rate of pay.

C) The difference between the percentage increase in the top echelon of the pay scale or flat rate corresponding to the employee's job title on the one hand, and the minimum rate of increase established in accordance with the two (2) preceding paragraphs on the other hand, is paid as a lump-sum amount calculated on the basis of the employee's rate of pay on the preceding March 31.

D) Payment of the lump sum is divided and spread over each pay period in proportion to the regular hours remunerated for each pay period.

**8.30** An employee concerned by the provisions regarding the exemptions provided under clause 29 and following of Schedule 4 of the *Act respecting conditions of employment in the public*



sector (R.S.Q., 2005, c. 43) and who is considered to be off the rate or off the scale is subject to the following provisions:

- 1- The full difference between the pay they received before reclassification and the new rate of pay to which they are entitled is paid to them as a lump-sum payment during the first three (3) years following the reclassification;
- 2- Two thirds (2/3) of the difference between the pay they received before reclassification and the new rate of pay to which they are entitled in the fourth (4<sup>th</sup>) year is paid to them in the same manner during the fourth (4<sup>th</sup>) year;
- 3- One third (1/3) of the difference between the pay they received before reclassification and the new rate of pay to which they are entitled in the fifth (5<sup>th</sup>) year is paid to them during the fifth (5<sup>th</sup>) year.
- 4- The lump-sum amounts are divided and paid with each pay period in proportion to the regular hours remunerated for each pay period.
- 5- The lump sum is considered to be part of pay for the purpose of applying the following provisions of the collective agreement:
  - a) provisions on calculating allowances provided under parental rights;
  - b) provisions on calculating disability insurance benefits;
  - c) provisions on calculating layoff benefits;
  - d) provisions granting an absent employee the same pay they would receive if they were at work;
  - e) provisions granting part-time employee a percentage of their pay as remuneration for the various forms of leave provided for in the collective agreement.

### **8.31 General parameters of raises in pay**

#### **A) Period from April 1, 2015 to March 31, 2016**

Each rate of pay and pay scale in force on March 31, 2015 stays the same without an increase.

#### **B) Period from April 1, 2016 to March 31, 2017**

Each rate of pay and pay scale<sup>1</sup> in force on March 31, 2016 is increased by 1.5%,<sup>2</sup> effective April 1, 2016.

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<sup>1</sup> The increase in rates of pay and pay scales is calculated on the basis of the hourly rate. Until April 1, 2018, however, the increase for professionals and nurse clinicians is calculated on the basis of the annual rate of pay.

<sup>2</sup> The clauses of the collective agreement concerning employees off the rate or off the scale apply, however. This is clause 8.29 in the FSSS-CSN collective agreement.

**C) Period from April 1, 2017 to March 31, 2018**

Each rate of pay and pay scale<sup>1</sup> in force on March 31, 2017 is increased by 1.75%,<sup>2</sup> effective April 1, 2017.

**D) Period from April 1, 2018 to March 31, 2019**

Each rate of pay and pay scale<sup>1</sup> in force on March 31, 2018 is increased by 2.0%,<sup>2</sup> effective April 1, 2018.

**E) Period from April 1, 2019 to March 31, 2020**

Each rate of pay and pay scale in force on March 31, 2015 stays the same without an increase.

**8.32 Additional remuneration**

**A) Period from April 1, 2015 to March 31, 2016**

Each employee is entitled to additional remuneration corresponding to \$0.30 for each hour remunerated<sup>1</sup> between April 1, 2015 and March 31, 2016.

**B) Period from April 1, 2019 to March 31, 2020**

Each employee is also entitled to additional remuneration corresponding to \$0.16 for each hour remunerated<sup>3</sup> between April 1, 2019 and March 31, 2020.

**8.33 Increases in premiums and supplements**

Premiums and supplements in force are increased on the same dates and by the same percentages as those set out in paragraphs A) to E) of clause 8.31, with the exception of:

- 1- premiums and supplements expressed as percentages;
- 2- the seniority premium.

The rates of these premiums and supplements appear in the collective agreement.

**8.34 Remuneration for Christmas and New Year's Day**

The regular pay for an employee who actually works on Christmas Day or New Year's Day is the rate of pay provided on their pay scale increased by fifty per cent (50%).

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<sup>1</sup> Remunerated hours are considered to include hours for which an employee received maternity, paternity or adoption allowances, allowances provided for parental leave and disability insurance benefits, including those paid by the CNESST, IVAC and SAAQ, as well as those paid by the employer for work accidents, if applicable.

### **8.35 Special provision**

Despite the phrases “as if they were at work,” “without loss of remuneration,” or any other wording to the same effect in this collective agreement, evening and night shift, enhanced evening and night shift and weekend shift premiums are only taken into account and paid if the shifts are actually worked. Similarly, the shift rotation premium is not taken into account or paid during any absence provided for under the collective agreement.

## ARTICLE 9

### PREMIUMS

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#### 9.01 Seniority premium

The pay of an employee with ten (10) or more years of seniority is raised by five dollars (\$5.00) per week.

However, an employee whose pay is higher than the scale provided for in the collective agreement receives only the difference between their pay scale and the above-mentioned amount.

This article does not apply for employees whose pay scales have ten (10) echelons or more. For employees whose scales have ten (10) echelons or more, however, and for retroactivity calculation purposes only, the seniority premium is not considered to be part of pay.

#### 9.02 Group leader premium

Person who, under the direction of the service head and while working themselves, sees to the training and co-ordination of the work of a group of employees in their class of personnel.

This employee receives a weekly premium of

<b>Rate 2015-04-01 to 2016-03-31 (\$)</b>	<b>Rate 2016-04-01 to 2017-03-31 (\$)</b>	<b>Rate 2017-04-01 to 2018-03-31 (\$)</b>	<b>Rate 2018-04-01 to 2019-04-01 (\$)</b>	<b>Rate as of 2019-04-02 (\$)</b>
27.36	27.77	28.26	28.83	29.41

more than the maximum of the scale for their job title, except in the case of job titles with six (6) echelons or more, in which case the premium is added to the pay actually paid to the employee.

#### 9.03 Assistant group leader premium

Person who shares the responsibilities of the group leader and replaces the latter during their absence.

This employee receives a weekly premium of

<b>Rate 2015-04-01 to 2016-03-31 (\$)</b>	<b>Rate 2016-04-01 to 2017-03-31 (\$)</b>	<b>Rate 2017-04-01 to 2018-03-31 (\$)</b>	<b>Rate 2018-04-01 to 2019-04-01 (\$)</b>	<b>Rate as of 2019-04-02 (\$)</b>
16.38	16.63	16.92	17.26	17.61

more than the maximum of the scale for their job title, except in the case of job titles with six (6) echelons or more, in which case the premium is added to the pay actually paid to the employee.

**9.04** The duties of group leaders and assistant group leaders are assigned in accordance with the criteria provided in the provisions on voluntary transfers. Applications for these duties are limited, however, to employees in the class for which such duties are required.

**9.05 Evening and night shift premiums**

Evening or night shift premiums, as the case may be, are as follows.

**1- Employees working their entire shift between 2:00 p.m. and 8:00 a.m.**

Each time, such an employee receives an evening or night shift premium, as the case may be, in addition to their pay.

A) Evening shift premium

The evening shift premium is the greater of four per cent (4%) of the employee's daily pay plus, if applicable, the responsibility premium or supplement and the additional remuneration provided for in Article 4 of Appendix B, Article 5 of Appendix D or Article 2 of Appendix O, or the following rate:

<b>Rate 2015-04-01 to 2016-03-31 (\$)</b>	<b>Rate 2016-04-01 to 2017-03-31 (\$)</b>	<b>Rate 2017-04-01 to 2018-03-31 (\$)</b>	<b>Rate 2018-04-01 to 2019-04-01 (\$)</b>	<b>Rate as of 2019-04-02 (\$)</b>
5.67	5.76	5.86	5.98	6.10

B) Night shift premiums

The premium is as follows:

- for an employee with between 0 and 5 years of seniority, eleven per cent (11%) of their daily pay plus, if applicable, the responsibility premium or supplement and the additional remuneration provided for in Article 4 of Appendix B, Article 5 of Appendix D or Article 2 of Appendix O;

- for an employee with between 5 and 10 years of seniority, twelve per cent (12%) of their daily pay plus, if applicable, the responsibility premium or supplement and the additional remuneration provided in Article 4 of Appendix B, Article 5 of Appendix D or Article 2 of Appendix O;
- for an employee with 10 or more years of seniority, fourteen per cent (14%) of their daily pay plus, if applicable, the responsibility premium or supplement and the additional remuneration provided in Article 4 of Appendix B, Article 5 of Appendix D or Article 2 of Appendix O.

**2- Employees who work only part of their shift between 7:00 p.m. and 7:00 a.m.**

In addition to their pay, these employees receive an hourly premium for each hour worked.

A) Between 7:00 p.m. and midnight

The premium is the greater of four per cent (4%) of the employee's hourly rate of pay plus, if applicable, the responsibility premium or supplement and the additional remuneration provided in Article 4 of Appendix B, Article 5 of Appendix D or Article 2 of Appendix O, or the following rate:

<b>Rate 2015-04-01 to 2016-03-31 (\$)</b>	<b>Rate 2016-04-01 to 2017-03-31 (\$)</b>	<b>Rate 2017-04-01 to 2018-03-31 (\$)</b>	<b>Rate 2018-04-01 to 2019-04-01 (\$)</b>	<b>Rate as of 2019-04-02 (\$)</b>
0.80	0.81	0.82	0.84	0.86

B) Between midnight and 7:00 a.m.

The premium is as follows:

- for an employee with between 0 and 5 years of seniority, eleven per cent (11%) of their hourly rate of pay plus, if applicable, the responsibility premium or supplement and the additional remuneration provided for in Article 4 of Appendix B, Article 5 of Appendix D or Article 2 of Appendix O;
- for an employee with between 5 and 10 years of seniority, twelve per cent (12%) of their hourly rate of pay plus, if applicable, the responsibility premium or supplement and the additional remuneration provided for in Article 4 of Appendix B, Article 5 of Appendix D or Article 2 of Appendix O;
- for an employee with 10 or more years of seniority, fourteen per cent (14%) of their hourly rate of pay plus, if applicable, the responsibility premium or supplement and the additional remuneration provided in Article 4 of Appendix B, Article 5 of Appendix D or Article 2 of Appendix O.

## 9.06 Enhanced evening and night shift premiums

### A) Enhanced evening shift premium

An employee who offers and honours a minimum availability of sixteen (16) days per twenty-eight (28) days on evening and/or night shifts, including the shifts that are part of their position, as the case may be, receives an enhanced evening shift premium of 8% of their hourly rate plus, if applicable, the responsibility premium or supplement and the additional remuneration provided in Article 4 of Appendix B, Article 5 of Appendix D or Article 2 of Appendix O instead of the evening premium that would apply under sub-clauses 1 or 2 of clause 9.05.

### B) Enhanced night shift premium

Except for employees covered by Appendix L, an employee who offers and honours a minimum availability of sixteen (16) days per twenty-eight (28) days on evening and/or night shifts, including the shifts that are part of their position, as the case may be, receives the following enhanced night shift premium instead of the night shift premium applicable under sub-clauses 1 or 2 of clause 9.05:

- for an employee with between 0 and 5 years of seniority, fourteen per cent (14%) of their hourly rate plus, if applicable, the responsibility premium or supplement and the additional remuneration provided for in Article 4 of Appendix B, Article 5 of Appendix D or Article 2 of Appendix O;
- for an employee with between 5 and 10 years of seniority, fifteen per cent (15%) of their hourly rate plus, if applicable, the responsibility premium or supplement and the additional remuneration provided for in Article 4 of Appendix B, Article 5 of Appendix D or Article 2 of Appendix O;
- for an employee with 10 or more years of seniority, sixteen per cent (16%) of their hourly rate plus, if applicable, the responsibility premium or supplement and the additional remuneration provided in Article 4 of Appendix B, Article 5 of Appendix D or Article 2 of Appendix O.

For full-time employees working on steady nights, the parties may agree in local arrangements to convert some or all of the above-mentioned premium into time off, providing that such an arrangement does not entail any additional costs.

For the purpose of applying the previous paragraph, the rate for converting night shift premiums into paid days off is as follows:

- 14% equals 28 days;
- 15% equals 30 days;
- 16% equals 32 days.

The minimum availability requirements mentioned in this clause do not prevent a part-time employee from offering availability on the day shift.

The terms and conditions set out in clause 9.05 apply to these enhanced premiums.

## **9.07 Day/evening, day/night or day/evening/night shift rotation premium**

A) An employee who holds a position that involves rotating shifts receives a premium when the percentage of time worked on the evening or night shift in their position is equal to or greater than 50% of the rotation cycle.

### **1. Day/evening shift rotation premium**

The day/evening shift rotation premium is equal to 50% of the evening shift premium for all hours worked on the day shift in the employee's position.

### **2. Day/night shift rotation premium**

The day/night shift rotation premium is equal to 50% of the night shift premium for all hours worked on the day shift in the employee's position.

### **3. Day/evening/night shift rotation premium**

The day/evening/night shift rotation premium is equal to 50% of the weighted average of the evening and night shift premiums, based on the number of hours worked on these shifts. The rate thus obtained is applied to all hours worked on the day shift in the employee's position.

The applicable evening and night shift premiums are established in accordance with the provisions of clauses 9.05 or 9.06.

At the end of their initiation and trial period on a position involving rotating shifts, an employee who is kept in the position is paid the premium retroactively to their first (1<sup>st</sup>) day of work on the day shift in the position.

B) An employee who does replacement work in a position covered by paragraph A) is entitled to this premium when the percentage of time worked on the evening or night shift is equal to or greater than 50% of the rotation cycle.

For the first (1<sup>st</sup>) rotation cycle, the employee is paid the premium retroactively to the first (1<sup>st</sup>) day worked on the day shift once they have worked the evening or night shift portion of the rotation cycle, as the case may be. In the case of a rotation cycle of six (6) months or more, however, the employee is paid the premium retroactively to the first day worked on the day shift once they have worked the equivalent of 50% of the evening or night shift portion of the rotation cycle, as the case may be.

If the employee does not work at least 50% of their rotation cycle on evenings or nights, the employer recovers the premium paid for the hours worked on the day shift.

"Rotation cycle" means the period during which an employee works a defined number of shifts alternating between days and evenings, days and nights or days, evenings and nights.

For the purpose of calculating the percentage of time worked under this clause, leave without pay for studies, part-time leave without pay for studies, leave under parental rights, leave for family responsibilities and all other authorized paid absences provided for in the collective agreement, with the exception of leave with deferred pay, are deemed to be time worked.



### 9.08 Weekend premium

The weekend premium is equal to four per cent (4%) of the hourly rate of pay plus, if applicable, the responsibility premium or supplement and the additional remuneration provided in Article 4 of Appendix B, Article 5 of Appendix D or Article 2 of Appendix O. This premium is paid to an employee required to work their full shift or shifts between the beginning of the evening shift on Friday and the end of the night shift on Monday.

**9.09** Evening and night shift, enhanced evening and night shift and weekend premiums are only taken into account or paid when the shifts are actually worked. Similarly, the shift rotation premium is not taken into account or paid during any absence provided for under the collective agreement.

### 9.10 Split-shift premium

An employee who must interrupt their work for a period of time exceeding the time provided to have meals, or who must interrupt their work more than once during the day except for rest periods provided for in clause 25.07, receives a split-shift premium of

<b>Rate 2015-04-01 to 2016-03-31 (\$)</b>	<b>Rate 2016-04-01 to 2017-03-31 (\$)</b>	<b>Rate 2017-04-01 to 2018-03-31 (\$)</b>	<b>Rate 2018-04-01 to 2019-04-01 (\$)</b>	<b>Rate as of 2019-04-02 (\$)</b>
3.76	3.82	3.89	3.97	4.05

per day in addition to their regular pay.

### 9.11 Premium for sorting soiled linen

An employee in a laundry service who is assigned on a continuous basis to sorting and dispatching soiled linen to the washing area receives a weekly premium of

<b>Rate 2015-04-01 to 2016-03-31 (\$)</b>	<b>Rate 2016-04-01 to 2017-03-31 (\$)</b>	<b>Rate 2017-04-01 to 2018-03-31 (\$)</b>	<b>Rate 2018-04-01 to 2019-04-01 (\$)</b>	<b>Rate as of 2019-04-02 (\$)</b>
24.92	25.29	25.73	26.24	26.76

in addition to their pay.

An employee who is assigned on a non-continuous basis receives an hourly premium of

<b>Rate 2015-04-01 to 2016-03-31 (\$)</b>	<b>Rate 2016-04-01 to 2017-03-31 (\$)</b>	<b>Rate 2017-04-01 to 2018-03-31 (\$)</b>	<b>Rate 2018-04-01 to 2019-04-01 (\$)</b>	<b>Rate as of 2019-04-02 (\$)</b>
0.46	0.47	0.48	0.49	0.50

in addition to their pay for each hour spent doing this work.

### **9.12 Premium for operating an incinerator**

A premium of

<b>Rate 2015-04-01 to 2016-03-31 (\$)</b>	<b>Rate 2016-04-01 to 2017-03-31 (\$)</b>	<b>Rate 2017-04-01 to 2018-03-31 (\$)</b>	<b>Rate 2018-04-01 to 2019-04-01 (\$)</b>	<b>Rate as of 2019-04-02 (\$)</b>
13.80	14.01	14.26	14.55	14.84

per week is paid to an employee who, within an area specifically equipped for this purpose, is continuously assigned to the operation and maintenance of incinerators.

### **9.13 Training incentive premium (youth and child protection centre mission)**

Every full-time employee working for the employer on the date this collective agreement comes into force receives a training incentive premium each time they successfully complete a fifteen (15) - credit segment leading to a social assistance technician diploma in the amount of:

<b>Rate 2015-04-01 to 2016-03-31 (\$)</b>	<b>Rate 2016-04-01 to 2017-03-31 (\$)</b>	<b>Rate 2017-04-01 to 2018-03-31 (\$)</b>	<b>Rate 2018-04-01 to 2019-04-01 (\$)</b>	<b>Rate as of 2019-04-02 (\$)</b>
510.00	518.00	527.00	538.00	549.00

Each time an employee with the job title of social aide, social assistance technician or contributions technician successfully completes thirty (30) credits), the employee advances an additional echelon on their pay scale.

If, however, an employee obtains an additional echelon following the completion of some or all of the 15 credits, they cannot receive the training incentive premium provided for in the first (1<sup>st</sup>) paragraph of this clause.

The premium is only paid once for a given set of credits completed.

Equivalences and exemptions are not taken into account.

#### **9.14 Critical care and enhanced critical care premium**

An employee in the class of nursing and cardio-respiratory care personnel or who has the job title of beneficiary attendant, beneficiary attendant ("A" certification) or intervention officer in psychiatric settings receives the critical care or enhanced critical care premium, as the case may be, for hours worked in critical care.

The critical care covered by this premium includes the coronary unit and the following services or departments:

- emergency;
- intensive care unit;
- neonatal unit;
- major burn unit;
- air-borne medical evacuation service (ÉVAQ, for service d'évacuations aéromédicales du Québec).

##### **A) Critical care premium**

In the above-mentioned critical care units, an employee concerned receives a premium of 12% of their hourly rate of pay plus, if applicable, the responsibility premium or supplement and the additional remuneration provided in Article 4 of Appendix B, Article 5 of Appendix D or Article 2 of Appendix O.

##### **B) Enhanced critical care premium**

An employee who offers and honours a minimum availability of sixteen (16) days per twenty-eight (28) days, including the shifts that are part of their position, as the case may be, in any of the above-mentioned critical care services or units receives an enhanced critical care premium of 14% of their hourly rate plus, if applicable, the responsibility premium or supplement and the additional remuneration provided in Article 4 of Appendix B, Article 5 of Appendix D or Article 2 of Appendix O instead of the premium stipulated in sub-clause A of this clause.

The minimum availability requirements mentioned in this clause do not prevent an employee from offering availability in other services.

#### **9.15 Specific critical care premium and enhanced specific critical care premium**

This clause applies to employees covered by the first (1<sup>st</sup>) sub-clause of clause 9.14.

The services covered by this clause for the application of the specific critical care premium and enhanced specific critical care premium are the following:

- operating rooms (including the recovery room);
- obstetrical rooms (covers only the operating room equipped for doing caesarians);
- hemodynamics.

### **A) Specific critical care premium**

The specific critical care premium applies to the hours worked in the services mentioned in the second (2<sup>nd</sup>) paragraph of this clause and is set as follows:

- a) Subject to paragraph b) of this sub-clause, an employee concerned receives a specific critical care premium of 6% of their hourly rate of pay plus, if applicable, the responsibility premium or supplement and the additional remuneration provided in Article 4 of Appendix B, Article 5 of Appendix D or Article 2 of Appendix O.
- b) A clinical perfusionist receives a specific critical care premium of 8% of their hourly rate of pay plus, if applicable, the additional remuneration provided for in Article 2 of Appendix O.

### **B) Enhanced specific critical care premium**

An employee who offers and honours a minimum availability of sixteen (16) days per twenty-eight (28) days, including their position, as the case may be, in any of the services mentioned in the second (2<sup>nd</sup>) paragraph of this clause receives the following enhanced specific critical care premium for hours worked in these activity centres instead of the premium set out in sub-clause A of this clause.

- a) Subject to paragraph b) of this sub-clause, an employee concerned receives an enhanced specific critical care premium of 7% of their hourly rate plus, if applicable, the responsibility premium or supplement and the additional remuneration provided in Article 4 of Appendix B, Article 5 of Appendix D or Article 2 of Appendix O.
- b) A clinical perfusionist receives an enhanced specific critical care premium of 9% of their hourly rate plus, if applicable, the responsibility premium or supplement and the additional remuneration provided for in Article 2 of Appendix O.

The minimum availability requirements mentioned in this clause do not prevent an employee from offering availability in other services.

**9.16** The local parties may agree to convert the premiums and supplements provided for in the collective agreement into paid time off.

## ARTICLE 10

### DISPUTE SETTLEMENT PROCEDURE

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In the event of grievances or disagreements concerning employees' working conditions, the employer and the union use the following procedure.

**10.01** An employee, acting alone or accompanied by one or more union representatives, has thirty (30) calendar days from learning of the facts from which a grievance arises, but within a period of no more than six (6) months from the occurrence leading to the grievance, to submit it in writing to the head of personnel or the latter's representative. The latter has five (5) calendar days to give the person filing the grievance a response in writing.

The union may also file a grievance on behalf of an employee unless the employee objects.

The time limits of thirty (30) days and six (6) months, as well as the ninety (90) days stipulated in clause 3.09, as the case may be, are mandatory.

**10.02** The parties have ninety (90) days from when a grievance is filed to have a meeting during which they exchange information about the dispute. This meeting takes place within thirty (30) days of when a grievance is filed in cases of grievances on dismissals, disciplinary or administrative suspensions for five (5) days or more or psychological harassment.

Within seven (7) days of this meeting or the expiry of the time limit for having it, the parties inform each other of their respective positions on the grievance.

**10.03** An employee nevertheless has six (6) months from the time of the occurrence giving rise to a grievance to submit the grievance in writing to the head of personnel or the latter's representative in the following cases, as well as the corresponding provisions in the appendices:

- 1- years of past experience;
- 2- pay and job titles;
- 3- premiums;
- 4- quantum of disability insurance benefits;
- 5- eligibility for disability insurance benefits.

**10.04** If several employees collectively or the union as such deem they have been aggrieved, the union may submit a written request for an investigation and ruling by following the procedure described above.

**10.05** The date of the latest occurrence leading to the grievance is deemed to be the starting date for calculating the six (6)-month time limit.

**10.06** Filing of a grievance under clause 10.01 in itself constitutes an application for arbitration.

**10.07** An employee who leaves the employer's service before receiving the total amounts due to them under this collective agreement may use the grievance and arbitration procedure to claim these amounts.

**10.08** The negotiating parties may agree that one or more grievances are national in scope and consequently handle them in a single arbitration case.

### **Workload committee**

**10.09** A workload committee is struck within sixty (60) days of when the collective agreement comes into force.

**10.10** The committee is composed of a maximum of three (3) members appointed by the employer and a maximum of three (3) members appointed by the union.

**10.11** The committee's mandates are to:

- 1- examine employees' complaints about excessive workloads;
- 2- consult employees to identify problems related to workloads;
- 3- analyse and discuss workloads with a view to averting difficulties and solving problems experienced by employees.

For the purposes of the above-mentioned mandates, each party may add resource people as needed.

The committee meets to handle the mandates set out in 10.11-1 and 10.11-2 within five (5) days of receiving a written request to this effect from either party.

The procedure set out in clauses 10.12 and following only apply for the mandate set out in 10.11-3.

### **Procedure in the event of a complaint about an excessive workload**

**10.12** The workload committee meets at the request of either party within five (5) days of receiving a written complaint about an excessive workload.

**10.13** The committee must render a written decision within twenty (20) days of the request for a meeting if the request comes from one employee, and within twenty-five (25) days if it comes from more than one employee. Each party has one vote on the decision to be rendered.

**10.14** A unanimous decision is binding. If there is no unanimous decision following a meeting of the workload committee, or if the workload committee has not met by the deadline stipulated in clause 10.11 through the employer's fault, the union may apply for arbitration within the following fifteen (15) days by sending the employer notice.

**10.15** The parties may proceed before an arbitrator chosen by mutual consent or, following a request to the registrar, before an arbitrator appointed by the Registry from the list of arbitrators drawn up for this purpose.

**10.16** The arbitrator determines whether there is a work overload (excessive workload) and orders the employer to remedy it, as the case may be. The choice of methods for doing so is up to the employer.

**10.17** The arbitrator has twenty (20) days from the date of the hearing to render a decision.

**10.18** At the union's request, the arbitrator sits between the thirtieth (30<sup>th</sup>) and sixtieth (60<sup>th</sup>) day following the ruling to determine whether the measures taken by the employer have in fact eliminated the work overload (excessive workload). If they have not, the arbitrator recommends to the employer the measures to be taken to eliminate the overload (excessive workload).

**10.19** An overload (excessive workload) is assessed in relation to the workload usually required in the institution.

**10.20** The time limits stipulated in this procedure for excessive workloads may be modified with the parties' consent.

## **ARTICLE 11**

### **ARBITRATION**

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**11.01** If the parties do not reach a satisfactory settlement, either party may demand that the grievance or disagreement be heard in arbitration by sending the other party notice.

This notice may not be sent before the time limit stipulated in clause 10.02 expires or, if the meeting does not take place, before the ninety (90) or thirty (30) days stipulated in that same clause expires. This notice may be sent at any time if the parties agree that the meeting will not take place.

**11.02** Unless they agree otherwise, the parties must use the summary procedure for the following matters covered by the articles of the collective agreement or corresponding articles of the appendices:

- recall list for claims of less than five (5) days;
- posting of notices;
- hours of work and work week;
- overtime, for claims of less than five (5) days;
- statutory holidays;
- choice of annual vacation leave;
- uniforms;
- meals, locker room and dressing room;
- transportation of users;
- health and safety;
- loss or destruction of personal belongings;
- activities with users outside the institution.

For other matters the parties may agree to proceed using the summary procedure or, if not, using the regular procedure.

**11.03** The arbitration hearing takes place at the institution unless no room is available for this purpose.

#### **Summary procedure**

**11.04** Within sixty (60) days of when the collective agreement comes into force or at any other time agreed upon by them, the local parties strive to agree on the choice of an arbitrator. The arbitrator is appointed for a period of two (2) years from the time the parties agree on the choice.

If the parties fail to agree on the choice of an arbitrator, either of them may send each grievance to the registrar, indicating that it is a grievance covered by the summary procedure.

As soon as notification is received, the registrar appoints an arbitrator from the list of arbitrators set out in the collective agreement. The registrar must appoint them in turn in accordance with their stated availability for the summary procedure, and give priority to assigning them in accordance with the following three (3) regional lists:



Eastern sector

Beaulieu, Francine  
Côté, Gabriel M.  
Gagnon, Denis  
Gagnon, Huguette  
Laforge, J.F.  
Morency, Jean M.  
Racine, Martin  
Tremblay, Denis

Central sector

Choquette, Robert  
Corriveau, Alain  
Ladouceur, André  
Ménard, Jean  
Morin, Marcel  
Provençal, Denis

Western sector

Abramowitz, Marc  
Barrette, Jean  
Beaupré, René  
Blais, François  
Bolduc, Michel  
Clément, Jean-Guy  
Daviault, Pierre  
Doré, Jacques  
Doyon, Louise  
Dubois, André  
Fabien, Claude  
Faucher, Nathalie  
Flynn, Maureen  
Fortier, Diane  
Frumkin, Harvey  
Guay, Richard  
Hamelin, François  
Jobin, Carol  
Lamy, Francine  
Laplante, Pierre  
Lavoie, André  
Létourneau, Mario  
L'Heureux, Joëlle  
Lussier, Jean-Pierre  
Martin, Claude  
Moro, Suzanne  
Nadeau, Denis  
Ranger, Jean-René  
Rousseau, André  
Roy, Claude  
Roy, Pierre-Georges  
St-André, Yves  
Villagi, J. Pierre

- The Eastern sector includes the following regions: Bas St-Laurent, Saguenay-Lac-St-Jean, Capitale-Nationale, Côte-Nord and Gaspésie-Îles-de-la-Madeleine.
- The Central sector included the following regions: Mauricie-Centre du Québec, Estrie and Chaudière-Appalaches.
- The Western sector includes the following regions: Montréal, Outaouais, Abitibi-Témiscamingue, Nord-du-Québec, Laval, Lanaudière, Laurentides, Montérégie, Nunavik and the James Bay Cree Territory.

At the end of an arbitrator's two (2) year mandate, the parties agree to renew the arbitrator's mandate or give the mandate to another arbitrator. If they fail to agree, the provisions of the second (2<sup>nd</sup>) and third (3<sup>rd</sup>) paragraphs of this clause apply.

**11.05** Hearings on grievances under this procedure are limited to one (1) day per grievance.

**11.06** The arbitrator must hear the dispute on the merits before rendering a decision on a preliminary objection, unless they are able to rule on the objection immediately; afterwards, at the request of either party, they must give the reasons for the decision in writing.

**11.07** No document may be filed after the hearing has ended except for case law, which must be filed within a maximum of five (5) days.

**11.08** The arbitrator must hold the hearing within fifteen (15) days of the date on which the case is assigned to them and render a decision in writing within fifteen (15) days of the hearing.

**11.09** The arbitrator's ruling constitutes a specific case.

**11.10** Arbitrators chosen in accordance with the summary procedure have the powers conferred upon them by the *Labour Code* (CQLR c C-27).

### **Regular procedure**

**11.11** The case is heard by a single arbitrator unless the parties agree to proceed before an arbitrator with an assessor appointed by each party.

**11.12** The principal duty of the assessors appointed by each party, if any, is to assist the arbitrator and represent their respective parties during the hearing and deliberations.

**11.13** The arbitrator may sit or deliberate in the absence of an assessor if the latter has been duly notified of the meeting in writing at least ten (10) days in advance.

**11.14** The parties may proceed before an arbitrator who has been chosen by mutual consent rather than an arbitrator appointed by the chief arbitrator.

**11.15** Either party may submit a grievance to arbitration by sending notice to the registrar and indicating the name of its assessor on the notice, if applicable.

**11.16** In the case of grievances concerning the dismissal of an employee, an administrative measure permanently affecting their employment relationship or a disciplinary or administrative suspension of five (5) days or more, the following procedure applies.

At least thirty (30) days before the date of the hearing, the parties hold a preparatory conference call in which the arbitrator participates. The following elements are presented:

- 1- a general overview of the way the parties intend to proceed to adduce their evidence;
- 2- the list of documents that the parties intend to file;
- 3- the number of witnesses that the parties intend to call;
- 4- the nature of expert opinions and the experts called to testify, if applicable;
- 5- how long they expect the evidence to take;
- 6- admissions;

7- preliminary objections;

8- ways of proceeding quickly and efficiently at the hearing, including the scheduled dates of hearing.

If it becomes necessary for a party to make a change to one of the above-mentioned elements to support its case, it must first so inform the arbitrator and the other party.

**11.17** In the case of a disciplinary measure, the burden of proof lies with the employer.

**11.18** In any case involving a disciplinary measure, the arbitrator may:

- 1- reinstate the employee with full compensation;
- 2- uphold the disciplinary measure;
- 3- render any other decision deemed fair under the circumstances, including, if applicable, determining the amount of compensation and damages to which an unfairly treated employee is entitled.

**11.19** In any case involving an administrative measure under clause 5.12, the arbitrator may:

- 1- reinstate the employee with full compensation;
- 2- uphold the administrative measure.

**11.20** In the case of a grievance concerning the criteria for filling a position, the burden of proof lies with the employer.

**11.21** If the arbitrator rules that a sum of money should be paid, they may order that the sum bear interest at the legal rate provided for by the *Labour Code* (CQLR c C-27) as of the date on which the grievance was filed.

**11.22** In no case, however, may the arbitrator order more than six (6) months of retroactive payments from the date on which the grievance was filed.

**11.23** When a grievance involves a claim for a sum of money, the union may first ask the arbitrator in the case to rule on the right to it without being obliged to establish the sum of money being claimed. If the arbitrator rules that the grievance is partly or entirely founded and if the parties do not agree on the sum to be paid, the dispute is submitted to the arbitrator for a final decision by simple written notice, with a copy of the notice sent to the other party. In such a case, the provisions of this article apply.

**11.24** If the date on which the employee learned of the event leading to the grievance is challenged, the arbitrator decides it on the basis of the evidence.

**11.25** The arbitrator does not have the power to modify the text of this collective agreement under any circumstances.

**11.26** The arbitrator and assessors, if any, have the powers conferred upon them by the *Labour Code*.

**11.27** Following the hearing on a grievance, the arbitrator must, at the request of either party, rule on whether the grievance or the refusal to allow it is frivolous.

## **Registry**

**11.28** A Registry is established to administer grievance arbitration.

**11.29** In order to ensure its full operation, the Ministère de la Santé et des Services sociaux grants the Registry an annual budget, after consultations with the parties, the chief arbitrator and the registrar.

**11.30** The chief arbitrator and arbitrators are the following for the duration of the collective agreement:

**CHIEF ARBITRATOR:** François Hamelin

### **ARBITRATORS:**

Abramowitz, Marc	Jobin, Carol
Barrette, Jean	Ladouceur, André
Beaupré, René	Laforge, J.F.
Beaulieu, Francine	Lamy, Francine
Blais, François	Laplante, Pierre
Bolduc, Michel	Lavoie, André
Choquette, Robert	Létourneau, Mario
Clément, Jean-Guy	L'Heureux, Joëlle
Corriveau, Alain	Lussier, Jean-Pierre
Côté, Gabriel M.	Martin, Claude
Daviault, Pierre	Ménard, Jean
Doré, Jacques	Morency, Jean M.
Doyon, Louise	Morin, Marcel
Dubois, André	Moro, Suzanne
Fabien, Claude	Nadeau, Denis
Faucher, Nathalie	Provençal, Denis
Flynn, Maureen	Racine, Martin
Fortier, Diane	Ranger, Jean-René
Frumkin, Harvey	Rousseau, André
Gagnon, Denis	Roy, Claude
Gagnon, Huguette	Roy, Pierre-Georges
Guay, Richard	St-André, Yves
Hamelin, François	Tremblay, Denis
	Villagi, J. Pierre

or any other person on whom the parties agree.

If the position of chief arbitrator becomes vacant, the parties meet to appoint a new chief arbitrator.

**11.31** The registrar is responsible for administering the Registry and its budget, after consultations with the parties and the chief arbitrator.

In the event of a vacancy, the chief arbitrator appoints a new registrar after consultations with the parties.

**11.32** The chief arbitrator obtains each arbitrator's monthly availability. For consultation purposes and in order to set the arbitration rolls, the registrar regularly calls a meeting with the representatives appointed by each national party (in general, once a month). The chief arbitrator chairs these meetings and appoints an arbitrator for each arbitration case.

**11.33** The registrar sets the date of the hearing, proceeding in chronological order of when the notice under clause 11.15 is received. The parties may, however, agree otherwise. Grievances on dismissals, suspensions of five (5) days or more, the creation of merged positions, contracting out or the choice of the applicable provision from those provided in clauses 14.01 to 14.07, as well as grievances concerning the reassignment procedure within an institution provided for in clause 15.05, are heard first, immediately followed by grievances filed under clauses 10.09 to 10.20.

**11.34** The registrar notifies the parties of the arbitrator's name and the date of the hearing. The arbitrator may notify the parties of a peremptory date for the hearing.

**11.35** The parties may agree to strike an arbitrator's name from the list.

**11.36** The administrative costs of the Registry are not borne by the union party.

### **Arbitration costs**

**11.37** Each party pays its assessor's expenses and professional fees, if applicable.

**11.38** The arbitrator's fees and expenses are borne by the party that has filed the grievance if the grievance is dismissed, or by the party to which the grievance was submitted if the grievance is upheld.

However, for a case submitted to arbitration under the dispute settlement procedure on a disability covered by clause 23.27 of the collective agreement or for a grievance on a dismissal, the fees and expenses of the medical arbitrator or arbitrator, with the exception of those provided for in the first paragraph of clause 11.42, are not borne by the union party or the employee.

**11.39** When a grievance is only partially upheld, the arbitrator determines the proportion of fees and expenses to be paid by each of the parties.

**11.40** If there is a settlement, the arbitrator's fees and expenses are shared equally between both parties.

**11.41** In the case of a disagreement other than a grievance that is submitted to a third party for a decision, the fees and expenses of the person making the decision are borne equally by the employer and the union.

**11.42** In all cases, fees and expenses pertaining to a postponement of a hearing or the withdrawal of a grievance are borne by the party requesting the postponement or withdrawing the grievance; if the request for a postponement of a hearing is made jointly, costs are borne equally.

**11.43** In the case of a grievance on which the hearing began before December 16, 2005, however, fees and expenses are paid in accordance with the rules in effect before that date.

**11.44** The fees and expenses payable to the arbitrator are those provided in the *Regulation respecting the remuneration of arbitrators* (CQLR c C-27, r. 6) or those declared by the arbitrator in accordance with that regulation.

## ARTICLE 12

### SENIORITY

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#### Application

**12.01** The provisions on seniority apply to full-time and part-time employees.

**12.02** An employee may exercise their seniority rights for any job in the bargaining unit in accordance with the rules set out in this collective agreement.

**12.03** Seniority is expressed in calendar years and days.

#### Acquiring seniority

**12.04** An employee may exercise their seniority rights once their probation period is completed.

**12.05** Once their probation period is completed, a full-time employee's first day of service is used as the starting point for calculating seniority.

**12.06** A part-time employee's seniority is calculated in calendar days. To this end, they are entitled to 1.4 days of seniority for a regular day of work stipulated for their job title, a day of annual vacation leave that is taken or a statutory holiday. For the purpose of calculating statutory holidays, 1.4 days of seniority are added to their seniority at the end of each financial period (thirteen (13) periods per year).

If a part-time employee works a number of hours that is different from the number of hours in a regular day of work stipulated for the job title, for each day worked they are entitled to the number of hours worked prorated to the hours of a regular day of work stipulated for the job title, multiplied by 1.4.

Overtime hours are excluded from the calculation of seniority.

**12.07** A part-time employee may not accumulate more than one (1) year of seniority in a fiscal year (April 1 to March 31).

Whenever a full-time employee's seniority is compared with that of a part-time employee, the latter may not have more seniority recognized than a full-time employee for the period between April 1 and the date on which the comparison is made.

#### Retaining and accumulating seniority

**12.08** A full-time employee retains and accumulates seniority in the following cases:

- 1- layoff, in the case of an employee entitled to the provisions of clause 15.03;
- 2- layoff, for twelve (12) months, in the case of an employee who is not entitled to the provisions of clause 15.03;
- 3- absence due to an accident or illness other than an industrial accident or occupational disease (mentioned below), for the first twenty-four (24) months;

- 4- absence due to an industrial accident or occupational disease, recognized as such under the provisions of the *Act respecting industrial accidents and occupational diseases* (CQLR c A-3.001), regardless of whether the injury is consolidated;
- 5- authorized absence, unless provided otherwise in this collective agreement;
- 6- parental leave.

**12.09** A part-time employee is entitled to the provisions of the preceding clause in proportion to the weekly average number of days of seniority accumulated during their last fifty-two (52) weeks of service or since their first day of service, whichever date is closest to the start of the absence. These days of seniority are accumulated as they are acquired.

**12.10** In the case of an absence due to an accident or illness other than an industrial accident or occupational disease (mentioned above), an employee retains but not accumulate seniority from the twenty-fifth (25<sup>th</sup>) to the thirty-sixth (36<sup>th</sup>) month following the accident or illness.

An employee who resigns from their position to go onto the recall list retains their seniority.

An employee retains seniority upon changing status.

### **Losing seniority**

**12.11** An employee loses their seniority and job in the following cases:

- 1- voluntary resignation from the job;
- 2- in the case of students, returning to full-time studies constitutes voluntary resignation. Only students hired solely to do replacement work during the annual vacation period are affected by the provisions of this paragraph;
- 3- dismissal;
- 4- layoff exceeding twelve (12) months, except for employees entitled to the provisions of clause 15.03;
- 5- absence due to illness or an accident other than an occupational illness or accident (mentioned above) after the thirty-sixth (36<sup>th</sup>) month of absence.

**12.12** An employee loses their seniority in the following case: absence for more than three (3) consecutive days of work without notice or a reasonable excuse.

### **Information**

**12.13** Within fifteen (15) days of the end of each financial period, the employer gives the union a list of part-time employees, specifying for each one the number of hours, excluding overtime, worked by job title, the number of days of annual vacation leave used, seniority credited for statutory holidays and the seniority accumulated by each employee since their first day of service.

**12.14** Within thirty (30) calendar days of the date on which this collective agreement comes into force and subsequently each year no later than fourteen (14) days after the date of the end of the pay period that includes March 31<sup>st</sup>, the employer gives the union a list of all employees covered by the

bargaining unit. The list is also provided in electronic file format, if the system allows for it. The list contains the following information:

- name;
- address;
- date of hiring;
- service;
- job title;
- pay;
- social insurance number;
- employee number;
- status (full-time, part-time);
- seniority accumulated on March 31.

**12.15** This list, without employees' addresses and social insurance numbers, is posted in the usual places for a period of sixty (60) calendar days, during which time any employee concerned may ask the employer to correct the list. If the employer does correct the list, it notifies the union and the employee.

At the end of the sixty (60) calendar days, the list becomes the official record of seniority, subject to any challenges to the list made during the posting period.

If an employee is absent during the entire posting period, the employer sends them written notice indicating their seniority. An employee has sixty (60) days after receiving such notice to challenge their seniority.

**12.16** If an employee's seniority is corrected following a challenge under clause 12.15, the new seniority is only retroactive in the following cases:

- 1- seniority premium as of the date on which the collective agreement came into force;
- 2- acquisition of entitlement to job security.

**12.17** With respect to a provision that may be subject to local arrangements under this collective agreement or a stipulation negotiated and agreed upon at the local level, the local parties may agree to use seniority across all bargaining units combined.



## ARTICLE 13

### HUMAN RESOURCES DEVELOPMENT BUDGET

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**13.01** Between April 1 and March 31 of each year, the employer devotes an amount equal to the following percentages of total payroll<sup>1</sup> to the development of human resources for all employees in the bargaining unit:

**Class of personnel<sup>2</sup>**

- nursing and cardio-respiratory care personnel: 1.34%;
- paratechnical, auxiliary services and trades personnel: 0.38%;
- office personnel and administrative technicians and professionals: 0.38%;
- health and social services technicians and professionals: 1.25%.

This amount cannot be less than \$100.00.

**13.02** If the entire amount stipulated is not spent by the employer in the course of a given year, the balance remaining is added to the amount it must earmark for such activities in the following year.

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<sup>1</sup> Total payroll is the amount paid in the previous financial year as regular pay, paid leave, days of sick leave or disability insurance, plus the benefits paid as a percentage (annual vacation leave, statutory holidays, sick leave and, if applicable, disability insurance) to part-time employees, as defined and appearing in the institution's annual financial report.

<sup>2</sup> These cover the job titles for each of the classes of personnel that appear in the *List of job titles, job descriptions and salary rates and scales*.

## ARTICLE 14

### LAYOFF PROCEDURE

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#### I) SPECIAL MEASURES

##### 14.01 1- **Change of mission with creation of a new institution or integration into one or more institutions taking on the same mission for the same population (whether or not it is a new legal entity)**

The procedure set out in this sub-clause applies when the employer changes the institution's mission and one or more existing or newly created institutions simultaneously take on the mission formerly assumed by the institution whose mission has changed for the same population.

As long as there are vacant jobs in the same job title, employees must choose between keeping their job in the institution whose mission has changed and working in an identical job title in the new institution or another institution taking on the same mission. If employees do not make this choice, they are deemed to belong to the recall list of the institution whose mission is changing. These choices are made by seniority.

Employees who are unable to make such a choice due to a lack of available jobs in the same job title have to use the bumping and/or layoff procedure. If they do not do so, they are deemed to belong to the recall list of the institution whose mission is changing.

If employees covered by the provisions of clauses 15.02 or 15.03 are in fact laid off following such a displacement, they are reassigned to another job in accordance with the procedure set out in Article 15.

##### 2- **Change of mission without creation of a new institution or integration into another institution**

The procedure set out this sub-clause applies when the employer changes the institution's mission without the creation of a new institution or integration into another institution.

As long as there are vacant jobs in the same job title, employees have to choose a position. If they do not make this choice, they are deemed to belong to the institution's recall list. These choices are made by seniority.

Employees who are unable to make such a choice due to a lack of available jobs in the same job title have to use the bumping and/or layoff procedure. If they do not do so, they are deemed to belong to the institution's recall list.

If employees covered by the provisions of clauses 15.02 or 15.03 are in fact laid off following such a displacement, they are reassigned to another job in accordance with the procedure set out in Article 15.

#### **14.02 Complete closing of an institution with or without creation of or integration of part or all of the institution into another institution**

- 1) Complete closing of an institution with creation of or integration of part or all of the institution into one or more other institutions

When an institution ceases operations and another existing or newly created institution takes over part or all of the same mission for the same population, the following procedure applies.

Employees working in the institution that is closed are transferred in the same job title to the other institution. If the number of jobs to be filled in the same job title is less than the number of employees to be transferred, the jobs must be filled by the employees with the most seniority. Employees who refuse such a transfer are deemed to have resigned.

If there are not enough jobs available in the same job title, the other employees have to use the bumping and/or layoff procedure with respect to employees transferred under the preceding paragraph. If they do not do so, they are deemed to have resigned.

If there are employees covered by clause 15.03 who are not able to obtain a position following the procedure described above, they are registered on the replacement team of the institution that takes over part or all of the mission formerly carried out by the institution that is closed.

- 2) Complete closing of an institution with creation of or integration of part or all of the institution into more than one other institution

When an institution ceases operations and more than one other existing or newly created institution take over part or all of the same mission for the same population, the following procedure applies.

Employees working in the institution that is closing are transferred in the same job title to the institutions that take over part or all of the mission formerly carried out by the institution that is closing, on the basis of available jobs. If the number of jobs to be filled in the same job title is less than the number of employees to be transferred, the jobs must be filled by the employees with the most seniority. Employees to be transferred under this paragraph must indicate their choice of institution. For this purpose, the employer posts a list of available jobs for a period of seven (7) days and the employees concerned indicate their preference on it by seniority. Employees who refuse such a transfer are deemed to have resigned.

If there are not enough jobs available in the same job title, the other employees have to use the bumping and/or layoff procedure with respect to employees transferred under the preceding paragraph. If they do not do so, they are deemed to have resigned.

If there are employees covered by clause 15.03 who are not able to obtain a position following the procedure described above, they are registered on the replacement team of one of the institutions that take over part or all of the mission formerly carried out by the institution that is closed.

- 3) Total closing of an institution without creation of a new institution or integration into another institution

When an institution ceases operations, the following procedure applies.

Up until the date on which the institution closes for good, when the employer abolishes a position in a service it is the employee in the job title with the least seniority in that service who is laid off. If this employee does not have job security, they take the position of the employee in the same sector of work with the least seniority in the institution, providing that they meet the normal requirements of the job. The employee thus affected or an employee who is not able to obtain a position is laid off.

On the date the institution closes for good, the employees still employed by the institution are laid off, and those covered by the provisions of clauses 15.02 or 15.03 are registered with the service national de main-d'œuvre (SNMO – national workforce service).

#### **14.03 Amalgamation of Institutions**

For institutions that are amalgamated, the following procedure applies.

Employees working in institutions that are amalgamated are transferred to the new institution in the same job title. If the amalgamation results in a reduction in the number of positions, the bumping and/or layoff procedure applies. If this is not done, the employees are deemed to belong to the institution's recall list.

#### **14.04 Complete or partial closing of one or more services with creation of or integration of part or all of the service or services in one or more institutions**

- 1) Complete closing of one or more services with creation of or integration into another institution

When the employer completely closes one or more services and another institution takes over or simultaneously creates the service or services in order to carry out the mission formerly carried out by the service or services closed for the same population, the following procedure applies.

Employees working in the service or services shut down are transferred in the same job title to the institution taking on the new service or services, on the basis of jobs available and in accordance with the following provisions:

- a) If the number of jobs to be filled in the same job title is less than the number of employees with job security to be transferred, these employees must choose by seniority between keeping their job in the institution and filling an available job in the new institution. If there are jobs that remain available, they are then filled by the employees with the least seniority among those with job security.
- b) If the number of jobs to be filled in the same job title is equal to or greater than the number of employees with job security to be transferred, the jobs must be filled by seniority by employees with or without job security.

Employees who refuse such a transfer are deemed to belong to the institution's recall list.

If there are not enough jobs available in the same job title, the other employees have to use the bumping and/or layoff procedure. If they do not do so, they are deemed to belong to the institution's recall list.

- 2) Complete closing of one or more services with creation of or integration into more than one other institution

When the employer completely closes one or more services and more than one other institution simultaneously takes over or creates the service or services in order to carry out the same mission that was formerly carried out by the service or services that are closed for the same population, the following procedure applies.

Employees working in the service or services that are closed are transferred in the same job title to the institutions that take on the new service or services, on the basis of the jobs available and in accordance with the following provisions:

- a) If the total number of jobs to be filled in the same job title in the other institutions is less than the number of employees with job security to be transferred, employees must choose by seniority between keeping their job in the institution and filling an available job in one of the new institutions. If there are jobs that remain available, they are then filled by the employees with the least seniority among those with job security.
- b) If the total number of jobs to be filled in the same job title in the other institutions is equal to or greater than the number of employees with job security to be transferred, the jobs must be filled by seniority by employees with or without job security.

Employees to be transferred under this paragraph must indicate their choice of institution. For this purpose, the employer posts a list of available jobs for a period of seven (7) days and the employees concerned indicate their preference on it by seniority. Employees who refuse such a transfer are deemed to belong to the institution's recall list.

If there are not enough available jobs in the same job title, the other employees have to use the bumping and/or layoff procedure. If they do not do so, they are deemed to belong to the institution's recall list.

- 3) Partial closing of one or more services with creation of or integration into another institution

When the employer partially closes one or more services and another institution simultaneously takes over or creates part of the service or services in order to carry out the mission formerly carried out by the service or services partially that are closed for the same population, the following procedure applies.

Employees whose positions are abolished in the service or services that are partially closed are transferred in the same job title to the institution that takes on part of the new service or services, on the basis of the jobs available and in accordance with the following provisions:

- a) If the number of jobs to be filled in the same job title is less than the number of employees with job security whose positions are abolished, employees must choose by seniority between keeping their job in the institution and filling an available job in the new institution. If there are jobs that remain available, they are then filled by the employees with the least seniority among those who have job security.
- b) If the number of jobs to be filled in the same job title is equal to or greater than the number of employees with job security to be transferred, the jobs must be filled by seniority by employees with or without job security.

Employees who refuse such a transfer are deemed to belong to the institution's recall list.

If there is a lack of available jobs in the same job title, the other employees concerned have to use the bumping and/or layoff procedure. If they do not do so, they are deemed to belong to the institution's recall list.

- 4) Partial closing of one or more services with creation of or integration into more than one other institution

When the employer partially closes one or more services and more than one other institution simultaneously takes over or creates part of the service or services in order to carry out the mission formerly carried out by the service or services partially closed for the same population, the following procedure applies.

Employees whose positions are abolished in the service or services that are partially closed are transferred in the same job title to the institutions that take on the new service or services, on the basis of the jobs available and in accordance with the following provisions:

- a) If the total number of jobs to be filled in the same job title in the other institutions is less than the number of employees with job security whose positions are abolished, employees must choose by seniority between keeping their job in the institution and filling an available job in one of the new institutions. If there are jobs that remain available, they must then be filled by the employees with the least seniority among those who have job security.
- b) If the total number of jobs to be filled in the same job title in the other institutions is equal to or greater than the number of employees with job security whose positions are abolished, the jobs must then be filled by seniority by employees with or without job security.

Employees to be transferred under this paragraph must indicate their choice of institution. For this purpose, the employer posts a list of available jobs for a period of seven (7) days and the employees concerned indicate their preference on it by seniority. Employees who refuse such a transfer are deemed to belong to the institution's recall list.

If there are not enough jobs available in the same job title, the other employees have to use the bumping and/or layoff procedure. If they do not do so, they are deemed to belong to the institution's recall list.

#### **14.05 Total or partial closing of one or more services with creation of or integration of part or all of the service or services in one or more other services**

- 1) Total or partial closing of one or more services with creation of or integration in another service

In the case of a total or partial closing of one or more services with creation of or integration of part or all of the service or services in another service, the employer gives the union at least two (2) months' written notice and the following procedure applies.

When the employer partially closes a service, the employees affected are the ones with the least seniority in a job title concerned.

Employees whose positions are abolished in the service or services concerned by the total or partial closing are transferred to the other service in the same job title, on the basis of the jobs available and in accordance with the following provisions:

- a) If the number of jobs to be filled in the same job title is less than the number of employees with job security to be transferred, employees must choose by seniority between using the bumping and/or layoff procedure and filling an available job in the other service. If there are jobs that remain available, they must then be filled by the employees with the least seniority among those who have job security.
- b) If the number of jobs to be filled in the same job title is equal to or greater than the number of employees with job security to be transferred, the jobs must be filled by seniority by employees with or without job security.

Employees who refuse such a transfer are deemed to belong to the institution's recall list.

If there are not enough available jobs in the same job title, the other employees have to use the bumping and/or layoff procedure. If they do not do so, they are deemed to belong to the institution's recall list.

- 2) Total or partial closing of one or more services with creation of or integration in more than one other service

In the case of the total or partial closing of one or more services with the creation of or integration of part or all of the service or services into more than one other service, the employer gives the union at least two (2) months' written notice and the following procedure applies.

When the employer partially closes a service, the employees affected are the ones with the least seniority in a job title concerned.

Employees whose positions are abolished in the service or services concerned by the total or partial closing are transferred to the other services in the same job title, on the basis of the jobs available and in accordance with the following provisions:

- a) If the total number of jobs to be filled in the same job title in the other services is less than the number of employees with job security to be transferred, employees must choose by seniority between using the bumping and/or layoff procedure and filling an available job in another service. If there are jobs that remain available, they must then be filled by the employees with the least seniority among those who have job security.
- b) If the total number of jobs to be filled in the same job title in the other services is equal to or greater than the number of employees with job security to be transferred, the jobs must be filled by seniority by employees with or without job security.

Employees transferred under this paragraph must indicate their choice of service. For this purpose, the employer posts a list of available jobs for a period of seven (7) days and the employees concerned indicate their preference on it by seniority. Employees who refuse such a transfer are deemed to belong to the institution's recall list.

If there are not enough jobs available in the same job title, the other employees have to use the bumping and/or layoff procedure. If they do not do so, they are deemed to belong to the institution's recall list.

#### **14.06 Closing of one or more services without creation of or integration into one or more other services**

In the case of a closing of one or more services, the employer gives the union at least two (2) months' written notice and the bumping and/or layoff procedure applies.

#### **14.07 Amalgamation of services**

In the case of an amalgamation of services, the employer gives the union at least two (2) months' written notice, and the following procedure applies.

Employees working in the services that are amalgamated are transferred to the new service in the same job title, on the basis of the jobs available. If the number of jobs to be filled in the same job title is less than the number of employees to be transferred, the jobs must be filled by the employees with the most seniority. If they refuse, they are deemed to belong to the institution's recall list.

If there are not enough jobs available in the same job title, the other employees have to use the bumping and/or layoff procedure. If they do not do so, they are deemed to belong to the institution's recall list.

#### **14.08 Abolition of one or more positions**

If one or more positions that are not vacant are abolished, the employer gives the union at least four (4) weeks' written notice, indicating the position or positions to be abolished. The notice may also include any other information relevant to this abolition. The parties meet at either's request for the purpose of agreeing, if appropriate, on alternatives likely to reduce the impact on employees.

The bumping and/or layoff procedure applies.

**14.09** Once a year, on the date it sets, the employer notifies the union of reorganizations covered by clauses 14.01 to 14.07. If, however, circumstances do not allow the employer to foresee such reorganizations and notify the union on the date set by the employer, it proceeds with the reorganizations after having given at least six (6) months' written notice.

In cases covered by clauses 14.01 to 14.04, the employer gives at least four (4) months' written notice to the SNMO, the national joint committee on job security, the union and the employer.

Except for the employee, this notice and notice under clauses 14.05 to 14.07 include the names, addresses and job titles of the employees concerned. Notice to the SNMO also includes the telephone numbers of the employees concerned.

The notice sent to the union under the second (2<sup>nd</sup>) paragraph of this clause or clauses 14.05 to 14.07 also includes the following information:

- the projected schedule;
- the nature of the reorganization;
- any other information relevant to this reorganization.



An employee affected by a layoff receives at least two (2) weeks' written notice.

**14.10** In the framework of the special measures provided for in clauses 14.01 to 14.07, the parties meet at the request of either one for the purpose of agreeing, if appropriate, on alternatives likely to reduce the impact of the measures on employees or on local arrangements providing other terms and conditions for applying these clauses.

**14.11** Transfers of employees caused by the application of clauses 14.01 to 14.07 are carried out within a radius of seventy (70) kilometres from their home base or residence.

However, an employee transferred outside a fifty (50)-kilometre radius from their home base or residence receives the mobility premium provided in clause 15.05 and the moving expenses provided in Article 16, if applicable.

To be entitled to these reimbursements, the move must take place within a maximum of six (6) months of beginning work in the new position.

**14.12** For the purpose of applying the preceding clauses, the word "institution" includes a community service.

**14.13** The institution that takes over and/or creates one or more of the new services may not hire applicants from outside if the effect would be to deny a job in the same job title in the new institution or new service to employees of the service or services that are closing.

## **II) BUMPING AND/OR LAYOFF PROCEDURE**

The bumping and/or layoff procedure agreed upon at the local or regional level must take into account the seniority of employees, providing they meet the requirements of the job. The procedure must not result in the layoff of an employee who has job security as long as an employee who does not have job security may be laid off instead.

Unless the parties agree otherwise in local arrangements, bumping is done within a radius of fifty (50) kilometres from the home base or residence of the employee concerned. If there is no possibility of bumping within this radius of fifty (50) kilometres for the employee concerned, the applicable radius is seventy (70) kilometres.

**14.14** The pay of a part-time employee who bumps another part-time employee is prorated to their hours of work.

**14.15** An employee who as a result of the application of the preceding clause must bump outside a fifty (50)-kilometre radius from their home base or residence is entitled to the mobility premium provided in clause 15.05, as well as moving expenses under Article 16, if applicable.

To be entitled to these reimbursements, the move must take place within a maximum of six (6) months of beginning work in the new position.

**14.16** The pay of a full-time employee who bumps a part-time employee is prorated to their hours of work.

**14.17** The pay of an employee affected by the provisions of this article is determined in accordance with clauses 8.03 to 8.08. The employee does not incur a reduction in pay in any case, unless provided otherwise in this article.

**14.18** If employees covered by clause 15.02 or 15.03 are in fact laid off as a result of bumping, they are reassigned to another job in accordance with the procedure provided in Article 15.

**Definition of radius**

**14.19** For the purpose of applying this article, the radius of fifty (50) or seventy (70) kilometres, as the case may be, is calculated by road (using the normal itinerary) from the home base where the employee works or their residence.

## ARTICLE 15

### JOB SECURITY

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An employee covered by clause 15.02 or 15.03 who is laid off as a result of the application of the bumping and/or layoff procedure or following the total closing of their institution or the total destruction of their institution by fire or otherwise is entitled to the provisions of this article.

#### 15.01 REPLACEMENT TEAM

A) The replacement team is composed of employees who are in fact laid off and who have job security as provided in clause 15.03.

B) The replacement team is used to fill positions that are temporarily without an incumbent, to deal with temporary extra workloads, to perform work of limited duration (less than six (6) months unless the parties agree otherwise) or for any other purpose agreed upon locally by the parties.

C) For these purposes, employees registered on the replacement team are assigned with priority over employees on the recall list.

Employees on the replacement team are assigned in reverse order of seniority and to comparable positions.

Nevertheless, a full-time employee must have priority for any assignment to a full-time position, regardless of part-time employees' seniority.

D) During the first twelve (12) months following their layoff, the employer may assign an employee on the replacement team beyond a radius of fifty (50) kilometres, without exceeding seventy (70) kilometres, from their home base or residence.

After the period of twelve (12) months from their layoff, the employer may assign an employee on the replacement team beyond a radius of seventy (70) kilometres from their home base or residence.

The following conditions apply to these assignments:

- 1- The employer provides the employee with the travel and living expenses provided for in Article 27 (Travel allowances).
- 2- It may only assign the employee for a replacement assignment of at least five (5) days of work.
- 3- It may only assign the employee for a short-term replacement assignment (one (1) month maximum), limiting the number of assignments to a maximum of four (4) non-consecutive assignments per year.
- 4- The employee cannot be kept on such an assignment and must be reassigned to a replacement assignment within a radius of fifty (50) or seventy (70) kilometres as soon as such a replacement assignment becomes available, regardless of seniority rules stipulated in this clause.

5- A replacement assignment outside the radius of fifty (50) or seventy (70) kilometres, as the case may be, is only used exceptionally.

E) Employees on the replacement team may not refuse a proposed assignment. They are, however, allowed two (2) days per week when they are not required to be available. The employer informs an employee at least seven (7) days in advance of when these two (2) days are to be taken.

**15.02** Employees with between one (1) and two (2) years of seniority who are laid off are entitled to employment priority in the health and social services sector. Their names are put on the list of the Service national de main-d'oeuvre (SNMO – national workforce service) and they are reassigned in accordance with the procedures set out in this article.

The employee must receive layoff notice in writing at least two (2) weeks in advance. A copy of the notice is sent to the union.

During the waiting period for reassignment, an employee cannot accumulate days of sick leave, vacation time or statutory holidays.

Moreover, the employee does not receive any benefits during this waiting period and is not entitled to the mobility premium, moving and living expenses or the severance pay provided for in this article.

**15.03** An employee with two (2) years or more of seniority who is laid off is put on the SNMO list and is entitled to job security as long as they are not reassigned to another job in the health and social services sector in accordance with the procedures set out in this article.

Job security includes only the following benefits:

- 1- layoff benefits;
- 2- continuity of the following benefits:
  - a) standard life insurance plan;
  - b) basic health insurance plan;
  - c) disability insurance plan;
  - d) pension plan;
  - e) accumulation of seniority in accordance with the terms of this collective agreement and this article;
  - f) annual vacation leave;
  - g) transfer, if applicable, of the employee's bank of sick leave and of accumulated vacation leave to their new employer at the time of their reassignment, minus the days used during their waiting period;
  - h) parental rights under Article 22.

Union dues continue to be deducted.

Layoff benefits must be equal to the pay provided for by the employee's job title or to their off-scale pay, if applicable, at the time of their layoff. Evening and night shift, enhanced evening and night shift, shift rotation, split-shift, seniority, responsibility and inconvenience premiums not incurred are excluded from the basis of calculation for layoff benefits.

Benefits are increased on the date of a statutory raise and on the date of a pay scale change.

Until they are reassigned, part-time employees receive layoff benefits equal to the average weekly pay for the hours of work performed during their last twelve (12) months of service.

Employees covered by this clause are registered on the replacement team of the institution where they are employees in accordance with clause 15.01 (Replacement team). When an employee does replacement work in accordance with the provisions of clause 15.01, they are entitled to the provisions of the collective agreement. In this case, however, their remuneration may not be lower than the layoff benefits provided for in this clause.

**15.04** For the purpose of acquiring the right to job security or employment priority, seniority is not accumulated in the following cases:

- 1- an employee who is laid off;
- 2- an employee benefiting from authorized leave of absence without pay after the thirtieth (30<sup>th</sup>) day from the beginning of the absence, except for leave under clauses 22.13, 22.14, 22.15, 22.19, 22.19A, 22.21A and 22.22A;
- 3- an employee on sick leave or accident leave after the ninetieth (90<sup>th</sup>) day from the beginning of the leave, excluding industrial accidents and occupational diseases recognized as such by the Commission des normes, de l'équité, de la santé et de la sécurité du travail;
- 4- an employee who is not the incumbent of any position in the institution. When, however, the employee becomes the incumbent of a position in accordance with the procedures provided in this collective agreement, their accumulated seniority in the institution is recognized for the purposes of job security or employment priority, subject to the restrictions stipulated in the preceding paragraphs.

#### **15.05 Reassignment procedure**

An employee is reassigned by seniority in the reassignment area to a position for which they meet the normal requirements of the job. The requirements must be pertinent and related to the nature of the duties.

During the first twelve (12) months after the date of the employee's layoff, the applicable reassignment area is fifty (50) kilometres. After this period, the applicable reassignment area is seventy (70) kilometres.

The reassignment area is a geographical area defined by a radius of fifty (50) or seventy (70) kilometres, as the case may be, by road (using the normal itinerary) from the home base where the employee works or their residence.

Reassignment is done using the following procedure.

## **Reassignment to a comparable position<sup>1</sup>**

A full-time employee covered by clause 15.03 is deemed to have applied for any comparable position with the same status for which they meet the normal requirements of the job that becomes vacant or is newly created in the institution in which they are employees located in the applicable reassignment area, based on the period of time since their layoff. A part-time employee is deemed to have applied for any comparable position for which they meet the normal requirements of the job involving a number of hours equal to or greater than the number of hours in the position that they used to hold.

If the employee is the only applicant, or the applicant with the most seniority, the position is awarded to them, and a refusal by the employee is deemed to be a voluntary resignation.

If another applicant for the position has more seniority than the employee covered by clause 15.03, the employer awards the position in accordance with the provisions on voluntary transfers, providing that the applicant frees up a comparable position for which the employee covered by clause 15.03 with the most seniority is eligible.

Otherwise, the position is awarded to the employee who has the most seniority on the replacement team, and a refusal by this employee is deemed to be a voluntary resignation.

The rules set out in the preceding paragraphs apply to other vacancies created by promotions, transfers or demotions following the first posting until the end of the process, in accordance with the rules on voluntary transfers.

If the position that must be awarded to an employee covered by clause 15.03 is located more than fifty (50) kilometres from their home base or residence, the following provisions apply:

- a) The employee may refuse the position as long as there is another employee covered by clause 15.03 with less seniority who meets the normal requirements of the job and for whom it is a comparable position located in the applicable reassignment area, based on the period of time since their layoff. In this case, the position is awarded to the latter employee.
- b) If there is more than one position that the employee can fill, they are reassigned to the position in the best location for them.
- c) Their reassignment to such a position may be postponed if foreseeable replacement needs are enough to ensure the employee continuous work and if a vacant comparable position in the institution located in the applicable reassignment area can become available within a stipulated period of time.

Until they are reassigned, an employee may be assigned to a comparable vacant or newly created part-time position for which they meet the normal requirements involving fewer hours than the number of hours in the position they used to hold.

During this period, such a position is not subject to the provisions on voluntary transfers.

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<sup>1</sup> A comparable position in the institution.

An employee thus assigned continues to be covered by the provisions of this article. They are registered on the replacement team to round out their work week or, in the case of a part-time employee, to complete the weekly average number of hours they worked in their last twelve (12) months of service.

### **Reassignment to an available and comparable position<sup>1</sup>**

An employee covered by 15.03 is required to accept any available and comparable position that is offered to them in the applicable reassignment area, based on the period of time since their layoff.

If one or more available and comparable positions are available simultaneously in the applicable reassignment area, based on the period of time since their layoff, an employee is reassigned to the position in the best location for the employee concerned.

In specific cases, however, this rule may be contradicted by the SNMO, subject to the approval of the national joint committee on job security (CPNSE, for Comité paritaire national sur la sécurité d'emploi), or by the CPNSE or, if there is no unanimity, by the chairperson's decision.

However, an employee covered by clause 15.03 may refuse the position offered as long as there is another employee covered by the same clause with less seniority in the applicable reassignment area, based on the period of time since the date of their layoff, who meets the normal requirements of the job and for whom it is a comparable position.

Notice of the offer to the less senior employee must be sent to them in writing, giving them five (5) days to indicate their choice.

The SNMO may oblige an employee affected by the total closing of an institution due to fire or otherwise to move if there is no other institution in the applicable reassignment area stipulated in clause 15.05.

The SNMO may also oblige an employee to move if there are no comparable positions in the applicable reassignment area stipulated in clause 15.05.

In such cases, the employee is moved to a place as close as possible to their former home base or residence, and is entitled to the mobility premium equivalent to three (3) months of pay, plus moving expenses if applicable.

A part-time employee is reassigned to an available and comparable position providing that the weekly number of hours of work for this position is equal to or greater than the weekly average number of hours that the employee worked during their last twelve (12) months of service.

A full-time employee who is reassigned on an exceptional basis to a part-time position does not as a result incur any reduction in pay from the pay for their job title prior to being laid off.

An employer may grant an employee on the replacement team who requests it a postponement of their reassignment to another institution if foreseeable needs for replacement work are enough to ensure that the employee will have continuous work and that a comparable vacant position in the institution can become available within a stipulated period of time.

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<sup>1</sup> An available and comparable position in the institution or in another institution.

An employee who is offered a position in accordance with the terms and conditions set out above may refuse such a position. However, the employee's refusal is deemed to be a voluntary resignation, subject to the choices they may make under the preceding paragraphs.

### **Available position**

For the purposes of applying this article, a full-time or part-time position is deemed to be available when there is no applicant or when none of the employees who apply meets the normal requirements of the job or when, in accordance with the provisions on voluntary transfers, the position would have to be filled by a candidate who is a part-time employee or on the recall list who has less seniority than an employee covered by clause 15.03 registered with the SNMO.

No institution may use a part-time employee or an employee on the recall list with less seniority than an employee covered by clause 15.03 who is registered with the SNMO or hire an outside applicant for an available full-time or part-time position as long as employees covered by clause 15.03 who are registered with the SNMO are able to meet the normal requirements of the job for such a position.

### **Comparable position**

For the purposes of applying this article, a position is deemed comparable if the job offered under the terms of the preceding clauses is included in the same sector of work as the one the employee has left. These sectors are the following:

- a) nurses;
- b) graduate technicians;
- c) para-technical;
- d) auxiliary services;
- e) office jobs;
- f) trades;
- g) employees assigned to social work (social aides, social assistance technicians and contributions technicians);
- h) personnel assigned to education and/or rehabilitation (educators and specialized education technicians);
- i) nursing assistants;
- j) professionals.

### **Miscellaneous clauses**

**15.06** An employee must meet the normal requirements of the job for any position to which they are reassigned. It is incumbent on their new employer to show that an applicant reassigned by the SNMO is not able to meet the normal requirements of the job.

**15.07** An employee covered by clause 15.03 may ask to be reassigned to a non-comparable position in their institution for which they meet the normal requirements of the job.

**15.08** An employee who has to move under the terms of this article receives written notice and is allowed a period of five (5) days to make their choice. Copy of the notice is sent to the union.

**15.09** An employee covered by clause 15.03 may accept a job outside the applicable reassignment area based on the period of time since their layoff. An employee who accepts a job outside a radius



of seventy (70) kilometres from their home base or residence benefits from a mobility premium equal to three (3) months of pay, plus moving expenses if applicable.

**15.10** Subject to clause 15.09, any employee covered by clause 15.03 who is reassigned under this article beyond a radius of fifty (50) kilometres from their home base or residence benefits from the mobility premium and, if they must move, is entitled to the moving expenses stipulated by Conseil du trésor regulation set out in Article 16 and/or the allowances provided by the federal labour mobility program, if applicable.

**15.11** For part-time employees covered by clause 15.03, the mobility premium is prorated to the hours of work done during their last twelve (12) months of service.

**15.12** An employee who is covered by clause 15.03 ceases to receive layoff benefits as soon as they are reassigned within the health and social services sector or as soon as they fill a job outside this sector.

**15.13** Reassigned employees carry all the rights conferred upon them by this collective agreement with them to their new employer, except for vested privileges under Article 28 that are not transferable.

**15.14** If there is no collective agreement with the new employer, each reassigned employee is covered by the provisions of this collective agreement, insofar as they are individually applicable, as if it were a personal contract of employment until a collective agreement is concluded in the institution.

**15.15** An employee covered by clause 15.03 who finds work outside the health and social services sector on their own initiative between the time they are actually laid off and their notice of reassignment, or who decides to leave this sector for good for personal reasons, submits their resignation in writing to their employer and is entitled to an amount equal to six (6) months of pay as severance pay.

A part-time employee is entitled to severance pay prorated to their hours of work during their last twelve (12) months of service.

#### **15.16 Service national de main-d'œuvre (SNMO)**

1. A Service national de main-d'oeuvre (SNMO – national workforce service) is set up, under the responsibility of the Comité patronal de négociation du secteur de la santé et des services sociaux (CPNSSS).

This service co-ordinates the reassignment of employees covered by clause 15.03 and is responsible for the implementation of retraining programs for them, in accordance with the rules of the collective agreement.

2. The SNMO sends CPNSE representatives full information about the implementation of its mandates at the end of each financial period. This includes in particular:

- the list of available positions;
- the list of employees covered by clause 15.03, including the information appearing on their registration form, distinguishing among the following situations:
  - o employees registered during the financial period;

- employees removed from the list during the financial period, the reasons for their removal and the name of the institution to which they have been reassigned, if applicable;
- employees who are still not reassigned.

3. The SNMO also sends all the information about a reassignment to CPNSE representatives, the institutions concerned, the unions concerned and employees covered by clause 15.03 in the same sector of work who have more seniority than the reassigned employee.

### **15.17 Retraining**

1. For the purpose of reassignment in job titles that are in demand in the health and social services system, retraining courses are available to employees covered by clause 15.03 for whom there are not many reassignment opportunities.

Retraining of employees with job security and registered with the SNMO may take the form of any academic or other learning process that enables the employee concerned to acquire the skills and/or knowledge necessary to work in their own or another job title.

2. An employee's access to retraining courses is subject to the following conditions:

- that the employee's job title be identified as a retraining priority;
- that the employee meet the requirements of the organizations giving the courses;
- that an available position can be offered to the employee who is retrained in the short term.

3. The following provisions apply to employees concerned by retraining:

- an employee taking retraining courses is not obliged to accept replacement work or a reassignment during retraining;
- tuition is paid by the SNMO;
- an employee who has completed retraining is subject to the rules on replacement work in both their job title and the job title for which they have been retrained;
- for the purposes of reassignment, an employee who has completed retraining is deemed to have the job title for which they have been retrained;
- an employee with valid reasons may refuse to take a retraining course thus offered; otherwise, they are deemed to belong to the institution's recall list.

### **15.18 Appeal procedure**

Any employee covered by clause 15.03 who thinks they have been adversely affected by an SNMO decision may ask to have their case reviewed by the CPNSE by sending written notice to this effect within ten (10) days of the SNMO sending information about a reassignment in accordance with clause 15.16-3, or within ten (10) days of the SNMO sending information pertaining to the SNMO's assessment of the reasons invoked by the employee for declining the retraining offered.

The CPNSE has ten (10) days from receiving the written notice, or any other time limit agreed upon by the committee, to settle the dispute.

A unanimous CPNSE decision is sent in writing to the SNMO and the employees, unions and institutions concerned. The committee's decision is binding on all the parties involved.

When the members of the CPNSE fail to settle the dispute, they agree on the choice of an arbitrator. If they do not agree on a choice, the Ministère du Travail, de l'Emploi et de la Solidarité sociale automatically appoints one. The arbitrator's fees and expenses are borne equally by the parties.

The arbitrator sends information about the place, date and time of the hearing on the appeal in writing to the parties sitting on the CPNSE, the SNMO and the employees, unions and institutions concerned. The arbitrator has twenty (20) days from when the case is assigned to them to hold the hearing on the appeal.

The arbitrator proceeds with the hearing and hear all witnesses and representations made by the parties (the FSSS-CSN and SNMO) and by any interested party.

If either of the duly convened parties involved fails to attend or be represented on the day set for the hearing, the arbitrator proceeds despite any absence.

The arbitrator has fifteen (15) days from the date scheduled for the hearing to render a decision. This decision must be given in writing, with reasons.

The arbitrator's decision is binding on all the parties involved.

The arbitrator has all the powers conferred by the terms of Article 11 of the collective agreement.

It is understood that the arbitrator may not add, remove or modify any text in the collective agreement.

If the arbitrator concludes that the SNMO has not acted in accordance with the provisions of the collective agreement, they may:

- cancel a reassignment;
- order the SNMO to reassign the employee concerned in accordance with the provisions of the collective agreement;
- render any decision on the assessment of the reasons for declining retraining;
- issue orders that are binding on all the parties involved.

### **15.19 Comité paritaire national sur la sécurité d'emploi (CPNSE)**

1. A Comité paritaire national sur la sécurité d'emploi (CPNSE – national joint job security committee) is created. It is composed of three (3) representatives from the FSSS-CSN and three representatives from the CPNSSS. If a case to be handled concerns more than one union, the CPNSE is expanded and sits in the presence of three (3) representatives from each of the union organizations involved.

Ms. Nathalie Faucher<sup>1</sup> is appointed chairperson of the committee. She only participates in CPNSE meetings when the committee has not reached unanimity on a decision to be rendered under paragraphs 3 and 4 or if the CPNSE does not agree on the admissibility of a dispute on special measures.

2. The CPNSE's mandates are to:

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<sup>1</sup> If she is unable to act, Mr. Claude Martin is designated as her alternate.

- a) verify the application of the rules set out in the collective agreement for the SNMO's reassignment of employees covered by clause 15.03;
- b) settle a dispute regarding a decision by the SNMO;
- c) cancel any appointment if the procedure for reassignment to an available and comparable position has not been applied;
- d) identify solutions in cases where:
  - employees covered by clause 15.03 have, during the first six (6) months of their layoff, been used less than 25% of the number of hours used to establish their layoff benefits;
  - employees covered by clause 15.03 have not been reassigned during the first twelve (12) months of being laid off;
  - reassignment problems arising regarding the reassignment area;
- e) analyse retraining possibilities for employees covered by clause 15.03 for whom there are not many reassignment opportunities, discuss the amounts to be devoted to these and, if applicable, identify selection criteria. The CPNSE submits its recommendations to the SNMO;
- f) discuss any matter pertaining to the job security system that falls within its mandate.

3. At the request of a union or employer, the CPNSE settles any dispute regarding applicable terms and conditions for a special measure not provided for in the collective agreement or any dispute regarding the choice of which provision set out in clauses 14.01 to 14.07 applies. In the latter case, the dispute must concern more than one (1) bargaining unit.

Such a request must be made within thirty (30) days of the employer sending notice of its intention to apply such a measure.

If the CPNSE does not agree on the admissibility of a dispute, the chairperson decides. If the CPNSE or the chairperson concludes that the dispute is admissible for the CPNSE, the measure contemplated is suspended until a decision is reached.

Each employer and each local union may be represented by two (2) persons from the institution (without legal counsel).

The CPNSE determines, if applicable, the rules that apply in the case of a special measure not provided by the collective agreement, or when different rules cannot be reconciled.

4. At the request of either party on the CPNSE, the committee meets to:

- a) agree on the means necessary to:
  - rule on any decision that would, by agreement or otherwise, cause the local parties to be relieved of their obligations concerning positions available for employees covered by clause 15.03;
  - rule on any decision at the regional level that may contradict the provisions on job security;

- b) verify if need be the possibility of reconciling the rules provided for the reassignment of employees covered by clause 15.03 when more than one (1) union organization is involved, and if they are not reconcilable, examine the reassignment of these employees;
- c) assess the validity of an SNMO registration for an employee covered by clause 15.03.

5. Each unanimous decision made by the CPNSE under paragraphs 3 or 4 is final and binding on all the parties involved. If the CPNSE does not reach agreement, the chairperson decides and the latter's decision must be rendered in writing within fifteen (15) days of the CPNSE meeting; it is final, without appeal and binding on all the parties involved. The chairperson has all the powers of an arbitrator under the terms of Article 11 of the collective agreement. It is understood that the chairperson of the CPNSE cannot add, remove or modify any of the provisions in the collective agreement, except in the following cases:

- when a special measure is not provided for;
- when they find themselves unable to reconcile the provisions of the different collective agreements on special measures or when the rules on reassignment cannot be reconciled under paragraph 4 b).

In such cases, the chairperson may determine the applicable rules and their decision then constitutes a specific case.

6. If either of the duly convened parties involved fails to attend a meeting of the CPNSE, the committee, or the president if need be, may proceed despite any absence.

7. Institutions undertake to cancel any appointment to a position following a decision by the CPNSE or its chairperson.

8. The fees and expenses of the CPNSE chairperson are borne equally by the parties.

9. The CPNSE establishes the rules required for it to operate smoothly. All committee decisions must be made unanimously.

**15.20** An employee who contests an SNMO decision involving a move and does not begin work in their new job ceases to receive the benefits equal to their pay as of the fiftieth (50<sup>th</sup>) day of notice from the SNMO indicating the location of their new job.

The CPNSE or, failing unanimity, the chairperson disposes of any complaint made by an employee concerning a reassignment involving a move. For this purpose, the chairperson of the CPNSE has all the powers of an arbitrator under the terms of Article 11.

If the employee wins their case, the chairperson of the CPNSE orders the reimbursement of expenses incurred by the employee due to starting work with the new employer, or the reimbursement of lost income incurred if the employee did not begin work in the new position.

An employee covered by clause 15.03 who contests an SNMO decision involving a move is entitled to living allowances on the terms and conditions provided for in the Conseil du trésor regulations set out in Article 16 and/or to the allowances provided by the federal labour mobility program, providing that they fill the position within the time limit stipulated in the notice from the SNMO.

The permanent move of an employee and, if applicable, dependants cannot, however, be made before the CPNSE chairperson's decision is rendered.

**15.21** An employee who, while contesting a decision by the SNMO requiring them to move, decides to take the position offered after the date specified by the SNMO is not entitled to the living allowance provided under the Conseil du trésor regulations set out in Article 16 and/or by the federal labour mobility program.

## **15.22 General clauses**

The Ministère de la Santé et des Services sociaux (MSSS) provides the funding necessary for the administration and application of the job security system in accordance with the terms of this article.

The MSSS is responsible for ensuring the application of decisions made by the SNMO, the CPNSE, arbitrators or the chairperson.

**15.23** For the purpose of applying this article, the health and social services sector includes all the centres operated by public institutions within the meaning of the *Act respecting health services and social services* (CQLR c S-4.2), private institutions under agreement within the meaning of this act, and any organization providing services to a centre or to users pursuant to this act and declared by the government to be comparable to an institution within the meaning of the *Act respecting health services and social services*, the James Bay Cree Health and Social Services Council, the Nunavik Regional Board of Health and Social Services, as well as, for this purpose alone, the Institut national de santé publique and the Corporation d'Urgences-santé bargaining units already covered by this current job security system.

## ARTICLE 16

### MOVING EXPENSES

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**16.01** The provisions of this article are aimed at defining what an employee entitled to reimbursement of moving expenses has the right to claim as moving expenses in the framework of job security under Article 15 of the collective agreement.

**16.02** Moving expenses are only applicable for an employee if the national workforce e service (SNMO) agrees that the employee's relocation requires the employee to move.

Moving is deemed necessary if it is actually done and if the distance between the employee's new and former home bases is more than fifty (50) kilometres. The move is not, however, deemed necessary if the distance between the new institution and the employee's residence is less than fifty (50) kilometres.

#### **16.03 Transportation expenses for furniture and personal belongings**

Upon presentation of supporting documents, the SNMO agrees to refund expenses incurred for the transportation of such an employee's furniture and personal belongings, including packing and unpacking, as well as the insurance premium and fees to haul a mobile home, on the condition that the employee submit in advance at least two (2) detailed estimates of the expenses to be incurred.

**16.04** The SNMO does not, however, reimburse the cost of transporting the employee's personal vehicle unless their new place of residence is not accessible by road. Similarly, expenses for the transportation of a boat, canoe, etc. are not reimbursed by the SNMO.

#### **16.05 Storage**

When an employee cannot move directly from one residence to another for reasons of *force majeure* other than the construction of a new residence, the SNMO reimburses the cost of storing the employee's and the employee's dependants' furniture and personal belongings for a period of up to two (2) months.

#### **16.06 Related moving expenses**

The SNMO pays any employee maintaining a dwelling who is moved a moving allowance of \$750, or \$200 if the employee does not maintain a dwelling, as compensation for related moving expenses (carpeting, drapes, disconnection and connection of electrical appliances, cleaning, child care, etc.), unless the employee is assigned to a placed where full facilities are made available to them by the institution.

#### **16.07 Compensation for a lease**

An employee covered under clause 16.01 is also entitled to the following compensation, if applicable: for leaving rental accommodations without a written lease, the SNMO pays the equivalent of one (1) month's rent. If there is a lease, the SNMO compensates an employee who must terminate a lease and is required to pay compensation to the landlord for up to a maximum of three (3) months' rent. In both cases, the employee must attest to the validity of the landlord's claim and provide supporting documents.

**16.08** If the employee decides to sub-let their accommodations themselves, the SNMO covers reasonable advertising expenses for this purpose.

### **16.09 Reimbursement of expenses inherent in selling a house**

The SNMO reimburses a relocated employee for the following expenses related to selling and/or purchasing their main residence:

- a) broker's fees, upon presentation of supporting documents after the sales contract has been signed;
- b) all notary fees owed by the employee for the purchase of a house in which to reside in the place to which they are assigned, providing that the employee already owned a house at the time of their move and that the house has been sold;
- c) mortgage cancellation penalties and transfer tax.

**16.10** If the house of a relocated employee has not been sold at the time the employee must take on new obligations for housing despite being put up for sale at a reasonable price, the SNMO does not reimburse expenses for keeping the unsold home. In this case, however, the SNMO does reimburse the following expenses for a period of up to three (3) months, upon presentation of supporting documents:

- a) municipal and school taxes;
- b) interest on a mortgage;
- c) insurance premiums.

**16.11** If a relocated employee decides not to sell their main place of residence, they may benefit from the provisions of this article to avoid a dual financial burden if the main place of residence is not rented out at the time the employee must take on new obligations for housing in the locality to which they are relocated. For the period of time the house is not yet rented, the SNMO reimburses the employee the amount of their new rent for up to three (3) months, upon presentation of the lease. In addition, the SNMO reimburses reasonable expenses incurred for advertising as well as travel expenses for a maximum of two (2) trips related to renting the house, upon presentation of supporting documentation and in accordance with existing SNMO regulations on travel expenses.

### **16.12 Living and assignment expenses**

When an employee cannot move directly from one residence to another for reasons of *force majeure* other than the construction of a new residence, the SNMO reimburses the employee for living expenses in accordance with rules on travel expenses in effect at the SNMO for the employee and the employee's family for a period of no more than two (2) weeks.

**16.13** When the move is delayed with the SNMO's authorization, or when the family (spouse, dependent child or children as defined in this collective agreement) is not relocated immediately, the SNMO covers travel expenses incurred by the employee to visit the family every two (2) weeks for up to four hundred and eighty (480) kilometres, if the return distance travelled is equal to or less than four hundred and eighty (480) kilometres, or once per month, up to a maximum of sixteen hundred (1,600) kilometres, if the return distance is more than four hundred and eighty (480) kilometres.



**16.14** Moving expenses under this article are reimbursed within sixty (60) days of the employee submitting the supporting documentation.

## ARTICLE 17

### YEARS OF PRIOR EXPERIENCE

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**17.01** Child nurses, baby nurses, nursing assistants, beneficiary attendants (“A” Certificate), beneficiary attendants and stretcher bearers now in the employer’s service or hired in the future are, for pay purposes only, classified on the basis of the duration of their prior work in the health and social services sector.

**17.02** Other employees now in the employer’s service or hired in the future are, for pay purposes only, classified as follows:

- i) on the basis of experience acquired in the health and social services sector, taking into account the duration of prior work in the same job title or valid experience in a comparable job title, as the case may be;
- ii) on the basis of experience acquired outside the health and social services sector, taking into account valid experience since January 1, 1989 in the same or a comparable job.

In all cases, an employee must not have ceased to hold the job providing them with this experience more than two (2) years previously.

**17.03** Despite clauses 17.01 and 17.02, employees now in the employer’s service or hired in the future cannot be credited with experience acquired in 1983 for the purpose of classification on the pay scale.

**17.04** At the time of hiring, the employer must require attestation of such experience from the employee, who obtains it from the employer where the experience was acquired. If this is not done, the employer may not impose any time limit for doing so on the employee. If it is impossible for the employee to supply written proof or attestation of their experience, they may, after demonstrating that this is in fact impossible, make a sworn statement that then has the same value as a written attestation.

**17.05** On the day of an employee’s departure, the employer provides them with a written attestation of the experience acquired by the employee in the institution.

## ARTICLE 18

### LEAVE WITHOUT PAY AND PART-TIME LEAVE WITHOUT PAY

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#### Leave without pay

**18.01** During leave without pay not exceeding thirty (30) days, an employee continues to participate in the pension plan, and service and pensionable earnings corresponding to the leave are credited to them. To this end, the local parties may agree on terms and conditions for payment of the employee's contributions to the pension plan. If they do not agree, the employee pays the full amount of contributions normally due for the period of leave.

In the case of part-time leave without pay of more than twenty per cent (20%) of a full-time position or leave without pay of more than thirty (30) days, an employee may continue to participate in the pension plan providing that they pay the required contributions.

**18.02** The following terms and conditions apply to leave without pay of more than thirty (30) days:

a) Seniority

An employee retains the seniority they have at the time of going on leave. In the case, however, of leave without pay for the purpose of teaching at a CEGEP, school board or university, the employee continues to accumulate seniority during the first (1<sup>st</sup>) year.

b) Group insurance

An employee is not covered by the group insurance plan during the leave, except for the basic life insurance plan provided for in this collective agreement. Upon returning from leave, they are readmitted to the plan. Subject to the provisions of clause 23.14, their participation in the basic health insurance plan is, however, mandatory and the employee must pay the full amount of all the necessary contributions and premiums for it.

An employee may maintain their participation in insurance plans by paying the full amount of all the necessary contributions and premiums for them, subject to the clauses and stipulations of the insurance policy in force.

c) Sick leave

If employment is terminated, sick leave under clause 23.28 and that accumulated under clause 23.29 is cashed out at the rate of pay in force at the start of the leave, in accordance with the quantum and terms and conditions provided in this collective agreement.

d) Exclusion

Except for the provisions of this clause and other provisions negotiated in local agreements, an employee on leave without pay is not entitled to the benefits of the collective agreement in force in the institution, just as if they were not employed by the institution, subject to their right to claim benefits acquired previously and the provisions of Articles 10 and 11.

**18.03** If a course taken by an employee for the purpose of academic upgrading or job training requires leave without pay not exceeding sixty-two (62) weeks, the employee accumulates seniority.

If the leave without pay exceeds sixty-two (62) weeks, the employee only retains seniority from the sixty-third (63<sup>rd</sup>) week on for the duration of the studies undertaken.

An employee on leave without pay who wishes to work part-time during the leave is considered to be a part-time employee and covered by the rules applicable to part-time employees.

### **Part-time leave without pay**

**18.04** A full-time employee on part-time leave without pay is considered to be a part-time employee and covered by the rules for part-time employees for the duration of the part-time leave without pay. They accumulate seniority, however, and are covered by the basic life insurance plan as if they were a full-time employee for a maximum of fifty-two (52) weeks.

If part-time leave without pay for studies is extended beyond fifty-two (52) weeks, except as concerns the first (1<sup>st</sup>) paragraph of clause 18.03 and clause 6.03 of Appendix D of the collective agreement, the employee is deemed to be a part-time employee and covered by the rules for part-time employees, in particular with respect to contributions to the pension plan.

### **Leave without pay to work in a northern institution**

For the purpose of facilitating recruitment for northern institutions, the parties agree to the following:

**18.05** After agreement with their employer, an employee recruited to work in one of the following institutions:

#### **CÔTE-NORD (09)**

- Centre intégré de santé et de services sociaux de la Côte-Nord
- CLSC Naskapi

#### **NORD-DU-QUÉBEC (10)**

- Centre régional de santé et de services sociaux de la Baie-James

#### **NUNAVIK (17)**

- Ungava Tulattavik Health Centre
- Inuulitsivik Health Centre

#### **JAMES BAY CREE TERRITORY (18)**

- James Bay Cree Health and Social Services Council

obtains, upon written request made thirty (30) days in advance, leave without pay for a maximum of twelve (12) months.

**18.06** After agreement with the original employer, this leave without pay may be extended for one or more periods totalling a maximum of forty-eight (48) months.

**18.07** The following terms and conditions apply to this leave without pay to work in a northern institution:

A) Seniority

Seniority acquired by an employee during this leave without pay is recognized when they return, unless the local parties agree otherwise.

B) Experience

Experience acquired by an employee during this leave without pay is recognized when they return.

C) Voluntary transfers

An employee may apply for a position that is posted and obtain it in accordance with the provisions of the collective agreement providing that they can begin work within thirty (30) days of being appointed to it.

D) Annual vacation leave

The employer pays the employee remuneration corresponding to the number of days of annual vacation leave accumulated up to the date on which the employee goes on leave without pay.

E) Sick leave

Sick leave accumulated under clause 23.29 by the beginning of the leave is credited to the employee and reimbursed in accordance with the provisions of clause 23.30.

If employment is terminated, sick leave under clause 23.28 and that accumulated under clause 23.29 is reimbursed at the rate of pay in force at the start of the leave, in accordance with the quantum and terms and conditions provided in this collective agreement.

F) Pension plan

During this leave without pay, an employee does not suffer any prejudice to their pension plan if they return to work within the authorized period of time.

G) Group insurance

An employee is no longer entitled to coverage under the group insurance plan during leave without pay. They are, however, entitled to the plan in force in the institution where they are working as soon as they begin work there.

H) Exclusion

Except for the provisions of this clause, an employee on leave without pay is not entitled to the benefits of the collective agreement in effect in the institution, just as if they were not employed by the institution, subject to their right to claim benefits acquired previously and to the provisions of Articles 10 and 11 of the collective agreement.

I) Terms and conditions for returning to the original employer

An employee may resume their position with their original employer providing that they give written notice at least thirty (30) days in advance.

If, however, the position that the employee held when they left is no longer available, they must use the bumping and/or layoff procedure provided in Article 14 of the collective agreement.

## ARTICLE 19

### OVERTIME

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**19.01** All work done in addition to the regular day or week of work with the immediate supervisor's approval or knowledge and without objection on the latter's part is deemed to be overtime.

**19.02** All work performed by an employee on their weekly days off, provided it is approved by or done with the knowledge of the employer or its representative, is deemed to be overtime and paid at time-and-a-half.

**19.03** An employee who works overtime is remunerated as follows for the number of overtime hours worked:

- 1- at one-and-one-half times their regular rate of pay, as a general rule;
- 2- at double their regular rate of pay, if the overtime is worked on a statutory holiday, in addition to payment for the holiday.

**19.04** If an employee is called back to work without prior notice after having left the institution, they receive, for each callback:

- 1- a transportation allowance equal to one (1) hour of pay at straight time;
- 2- remuneration for at least two (2) hours at the overtime rate.

Even if prior notice has been given, however, an employee who is required to come back to perform specific or exceptional work outside of their usual schedule for a purpose other than replacing an absent employee is also be deemed to have been called back to work.

This clause does not apply if the overtime is worked continuously immediately before or after the employee's regular period of work.

**19.05** It is agreed that calling back an employee on the recall list does not constitute a callback to work within the meaning of this article.

**19.06** An employee who goes in to work while on stand-by duty is paid in accordance with the provisions of this article in addition to the stand-by allowance, if applicable.

**19.07** An employee on stand-by duty after their regular day of work receives an allowance equal to one (1) hour of pay at straight time for each eight (8)-hour period.

**19.08** Any work done as overtime in private service for a user is paid in accordance with the provisions of this article.

**19.09** The local parties may agree to convert any time worked as overtime, including calls back to work and availability, into paid time off.

## ARTICLE 20

### PAID STATUTORY HOLIDAYS

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**20.01** The employer recognizes and observes thirteen (13) statutory holidays during the year (July 1 to June 30), including the National Holiday (June 24).

In no case may there be more than thirteen (13) paid statutory holidays for the period between July 1 and June 30.

**20.02** When there is a statutory holiday, the work week in which it is taken is, for the purpose of calculating overtime, reduced by the number of hours in a regular day of work, even if the statutory holiday coincides with a weekly day off.

**20.03** When an employee is required to work on one of these statutory holidays, the employer gives them a compensating day off within four (4) weeks before or after the statutory holiday, unless the local parties have agreed that employees required to work on statutory holidays may accumulate them.

If the employer cannot grant the statutory holiday within the above-mentioned period of time and the employee has not accumulated it in a bank of time off, it agrees to pay the employee at double their regular rate of pay while at the same time paying them one day's regular pay for the statutory holiday lost.

**20.04** When one of these holidays falls on a Saturday, a Sunday, a weekly day off, during an employee's the vacation period or during sick leave of not more than twelve (12) months, except in the case of industrial accidents, the employee does not lose the statutory holiday.

Furthermore, if the statutory holiday coincides with sick leave of not more than twelve (12) months, the employer pays the difference between the disability insurance benefit and the remuneration provided for in clause 20.06.

**20.05** To be entitled to the preceding provisions, the employee must perform their regular duties on the working day preceding or following the statutory holiday, unless their absence is already scheduled on the work schedule, has already been authorized by the employer or is subsequently justified by a serious reason.

**20.06** While on a statutory holiday, an employee receives remuneration equal to what they would receive if they were at work.

## ARTICLE 21

### ANNUAL VACATION LEAVE

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**21.01** An employee with less than one (1) year of service on April 30 is entitled to one and two thirds (1-2/3) days of paid vacation leave for each month of service.

**21.02** An employee who is entitled to less than ten (10) days of paid vacation leave may complete up to two (2) weeks (fourteen (14) calendar days) at their own expense.

**21.03** An employee with one (1) year or more of service on April 30 is entitled to four (4) weeks of annual paid vacation leave.

**21.04** An employee with at least seventeen (17) years of service is entitled to the following quantum of annual vacation leave:

17 and 18 years of service on April 30	21 working days
19 and 20 years of service on April 30	22 working days
21 and 22 years of service on April 30	23 working days
23 and 24 years of service on April 30	24 working days

An employee with twenty-five (25) years or more of service on April 30 is entitled to five (5) weeks of annual paid vacation leave.

An employee hired since May 14, 2006 who has not been out of the health and social services system for more than one (1) year has all their years of service accumulated in the health and social services system recognized for the purpose of determining the quantum of annual vacation leave to which they are entitled. For an employee with less than one (1) year of service in the new institution on April 30, the annual vacation quantum and corresponding remuneration is prorated to the number of months of service during the reference year (May 1 to April 30). An employee may, however, complete the number of days of annual vacation leave at their own expense, up to the number to which they would be entitled if they had been employed by the institution for the entire reference year.

**21.02** For calculation purposes, an employee hired between the first (1<sup>st</sup>) and the fifteenth (15<sup>th</sup>) day of the month is deemed to have a full month of service.

**21.03** The period of service entitling an employee to paid annual vacation runs from May 1 of one year to April 30 of the following year.

**21.04** A full-time employee on annual vacation leave receives remuneration equal to what they would receive if they were at work.

If, however, an employee has had more than one job status since the beginning of the period of service entitling them to said annual vacation leave, the amount they receive is determined as follows:

- 1- remuneration equal to what the employee would receive if they were at work for the number of days of annual vacation leave accumulated during the full months when they had full-time status;



2- remuneration established in accordance with 8.15, sub-paragraph 2, calculated on the amounts provided in the said sub-paragraph and paid in the course of the months during which the employee had part-time status.

**21.05** When an employee leaves the employer's service, they are entitled to the days of vacation leave accumulated up to the date of their departure, in the proportions set out in this article.

## ARTICLE 22

### PARENTAL RIGHTS

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#### SECTION I GENERAL PROVISIONS

**22.01** Maternity, paternity and adoption leave allowances are only paid as supplements to parental insurance or employment insurance benefits, as the case may be, or, in the cases provided for below, as payments during a period of leave for which the Quebec Parental Insurance Plan or the employment insurance plan do not apply.

Subject to paragraph A) of clause 22.11 and clause 22.11A, maternity paternity and adoption leave allowances are only paid during the weeks when the employee receives, or would be entitled to receive benefits under the terms of the Québec Parental Insurance Plan or employment insurance if they applied for them.

When an employee shares the parental or adoption benefits paid by the Québec Parental Insurance Plan or employment insurance with their spouse, the allowances are only paid if the employee actually receives benefits from one of these plans during the maternity leave provided for in clause 22.05, the paternity leave provided for in clause 22.21A or the adoption leave provided for in clause 22.22A.

**22.02** When both parents are women, the allowance that would normally be paid to the father is paid to the mother who has not given birth to the child.

**22.03** The employer does not reimburse an employee for sums which might be required of them by either the Minister of Employment and Social Solidarity, under the terms of the *Act respecting parental insurance* (CQLR c A-29.011), or Employment and Social Development Canada, under the *Employment Insurance Act* (S.C. 1996, c.23).

**22.03A** Basic weekly pay,<sup>1</sup> deferred weekly pay and severance pay are neither increased nor reduced by payments received under the Québec Parental Insurance Plan or supplemental employment insurance benefits.

**22.04** Unless expressly stipulated otherwise, this article may not have the effect of conferring upon an employee any monetary or non-monetary benefits they would not have had if they had remained at work.

#### SECTION II MATERNITY LEAVE

**22.05** A pregnant employee who is eligible for the Québec Parental Insurance Plan is entitled to twenty-one (21) weeks of maternity leave that must be taken consecutively, subject to clauses 22.08 or 22.08A.

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<sup>1</sup> “Basic weekly pay” means an employee’s regular pay, including any regular pay supplement, for one (1) week of work with regular increases, as well as additional remuneration payable to an employee under the collective agreement for postgraduate training and responsibility premiums, excluding other premiums, and without any other additional remuneration, even for overtime.

An employee who is not eligible for the Québec Parental Insurance Plan is entitled to twenty (20) weeks of maternity leave that must be taken consecutively, subject to clauses 22.08 or 22.08A.

An employee who becomes pregnant while on leave without pay or part-time leave without pay as provided in this article is also entitled to this maternity leave and to the allowances provided in clauses 22.10, 22.11 or 22.11A, as the case may be.

An employee whose spouse dies has the remaining part of the maternity leave transferred to them and is entitled to the related rights and allowances.

**22.06** An employee whose pregnancy comes to an end after the beginning of the twentieth (20<sup>th</sup>) week preceding the expected due date is also entitled to this maternity leave.

**22.07** The distribution of maternity leave before and after the birth of the child is up to the employee. This leave is simultaneous with the payment of benefits under the *Act respecting parental insurance* and must start no later than the week following the first payment of benefits provided under the Québec Parental Insurance Plan.

In the case of an employee eligible for employment insurance benefits, the maternity leave must include the day of the child's birth.

**22.08** When an employee has recovered sufficiently from giving birth but the child is not ready to leave the health-care institution, they may suspend their maternity leave by returning to work. The maternity leave is completed once the child is at home.

Furthermore, when an employee has recovered sufficiently from giving birth but the child is hospitalized after leaving the health-care institution, the employee may, after agreement with the employer, suspend their maternity leave by returning to work during the child's hospitalization.

**22.08A** At the employee's request, the maternity leave may be split into week-long periods if the child is hospitalized, or for a situation other than a pregnancy-related condition covered by clauses 79.1 and 79.8 to 79.12 of the *Act respecting labour standards* (CQLR c N-1.1).

The maximum number of weeks the maternity leave may be suspended is equal to the number of weeks the child is hospitalized. For other possibilities of splitting the leave, the maximum number of weeks that the leave may be suspended is that set out in the *Act respecting labour standards* for the situation in question.

During a suspension of maternity leave, an employee is considered to be on leave without pay and does not receive an allowance or benefits from the employer; they are, however, entitled to the benefits of clause 22.28.

**22.08B** When an employee resumes the suspended or split maternity leave under the terms of clause 22.08 or 22.08A, the employer pays the employee the allowance to which they would have been entitled if they had not suspended or split the leave for the number of weeks remaining under the terms of clauses 22.10, 22.11 or 22.11A, as the case may, be subject to clause 22.01.

**22.09** To obtain maternity leave, an employee must give the employer advance written notice at least two (2) weeks before going on leave. This advance notice must be accompanied by a medical certificate or a report signed by a midwife attesting to the pregnancy and the expected date of birth.

The prescribed period of advance notice may be reduced if the medical certificate attests that the employee must leave their position sooner than anticipated. In case of unforeseen circumstances, the employee is exempt from the formality of advance notice, subject to providing the employer with a medical certificate attesting that they had to leave the job immediately.

### **Cases eligible for the Québec Parental Insurance Plan**

**22.10** An employee who has accumulated twenty (20) weeks of service<sup>1</sup> and who is eligible for benefits under the Québec Parental Insurance Plan receives an allowance calculated as follows for twenty-one (21) weeks of maternity leave:<sup>2</sup>

1° by adding:

- a) an amount corresponding to 100% of the employee's basic weekly pay, up to \$225;
- b) and an amount corresponding to 88% of the difference between the employee's basic weekly pay and the amount established in sub-paragraph a) above;

2° and subtracting from this total the amount of maternity or parental benefits under the Québec Parental Insurance Plan that they receive or would receive if they applied for them.

This allowance is calculated on the basis of the Québec Parental Insurance Plan benefits the employee is entitled to receive, without taking into account any amounts subtracted from these benefits due to the reimbursement of benefits, interests, penalties or other amounts recoverable under the terms of the *Act respecting parental insurance*.

If, however, there is a change in the amount of the benefits paid under the Québec Parental Insurance Plan as a result of a modification to the information supplied by the employer, the latter corrects the amount of the allowance accordingly.

When an employee works for more than one employer, the allowance is equal to the difference between the amount established in sub-paragraph 1° of the first paragraph and the amount of Québec Parental Insurance Plan benefits corresponding to the proportion of the basic weekly pay paid by each employer prorated to the total basic weekly pay paid by all the employers. For this purpose, the employee provides each employer with a statement indicating the weekly earnings received from all their employers, as well as the amount of the benefits they are entitled to under the *Act respecting parental insurance*.

**22.10A** The employer may not use the allowance it pays to an employee on maternity leave to compensate for any reduction in the amount of Québec Parental Insurance Plan benefits attributable to pay earned with another employer.

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<sup>1</sup> An employee on leave accumulates service if their absence is authorized, particularly for disability, and involves benefits or remuneration.

<sup>2</sup> This formula is used to take account in particular of the fact that an employee in such a situation is exempted from contributing to the pension plan, the Québec Parental Insurance Plan and employment insurance.

Despite the preceding paragraph, the employer pays such compensation to the employee if the employee demonstrates, by means of a written letter to the employer to this effect, that the pay is regular pay. If the employee demonstrates that only a portion of the pay is regular, the compensation is limited to that portion.

The employer who pays the regular pay mentioned in the preceding paragraph must supply the employee with this letter at the employee's request.

The total amounts paid to the employee during maternity leave in the form of Québec Parental Insurance Plan benefits, allowances and pay must not, however, exceed the gross amount established in sub-paragraph 1 of the first (1<sup>st</sup>) paragraph of clause 22.10. The formula must be applied to the total of basic weekly pay received from their employer under clause 22.10 or their employers, as the case may be.

### **Cases not eligible for the Québec Parental Insurance Plan but eligible for employment insurance**

**22.11** An employee who has accumulated twenty (20) weeks of service and who is eligible for employment insurance without being eligible for the Québec Parental Insurance Plan is entitled to receive an allowance calculated as follows for the twenty (20) weeks of maternity leave:

A. For each week of the waiting period provided for in the employment insurance plan, an allowance calculated as follows:<sup>1</sup>

by adding:

- a) an amount corresponding to 100% of the employee's basic weekly pay, up to \$225;
- b) and an amount corresponding to 88% of the difference between the employee's basic weekly pay and the amount established in sub-paragraph a) above;

B. For each of the weeks following the period stipulated in paragraph A, an allowance calculated as follows:

1° by adding:

- a) an amount corresponding to 100% of the employee's basic weekly pay, up to \$225;
- b) and an amount corresponding to 88% of the difference between the employee's basic weekly pay and the amount established in sub-paragraph a) above;

2° and subtracting from this total the amount of maternity or parental benefits under the employment insurance plan that they receive or would receive if they applied for them.

This allowance is calculated on the basis of the employment insurance benefits the employee is entitled to receive, without taking into account any amounts subtracted from these benefits due to the reimbursement of benefits, interests, penalties or other amounts recoverable under the employment insurance plan.

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<sup>1</sup> This formula is used to take account in particular of the fact that an employee in such a situation is exempted from contributing to the pension plan, the Québec Parental Insurance Plan and employment insurance.

If, however, there is a change in the amount of employment insurance benefits as a result of a modification to the information supplied by the employer, the latter corrects the amount of the allowance accordingly.

When an employee works for more than one employer, the allowance is equal to the difference between the amount established in sub-paragraph 1° of paragraph B of the first paragraph and the amount of employment insurance benefits corresponding to the proportion of the basic weekly pay paid by each employer prorated to the total basic weekly pay paid by all the employers. For this purpose, the employee provides each employer with a statement indicating the weekly pay received from all their employers, as well as the amount of the benefits to which they are entitled under the *Employment Insurance Act*.

Furthermore, if ESDC reduces the number of weeks of employment insurance benefits to which the employee would otherwise be entitled if they had not received employment insurance benefits before their maternity leave, the employee continues to receive the allowance stipulated in paragraph B here for a period equal to the weeks subtracted by ESDC as if they had received employment insurance benefits during this period.

Clause 22.10A applies, with the necessary adjustments.

### **Cases not eligible for either the Québec Parental Insurance Plan or employment insurance**

**22.11A** An employee who is not eligible for either the Québec Parental Insurance Plan or employment insurance is also excluded from receiving any allowance under clauses 22.10 and 22.11.

However, a full-time employee who has accumulated twenty (20) weeks of service is entitled to an allowance calculated as follows for twelve (12) weeks if they do not receive any benefits from a parental rights plan established by another province or territory:

by adding:

- a) an amount corresponding to 100% of the employee's basic weekly pay, up to \$225;
- b) and an amount corresponding to 88% of the difference between the employee's basic weekly pay and the amount established in sub-paragraph a) above.

The 4<sup>th</sup> paragraph of clause 22.10A applies to this clause, with the necessary adjustments.

**22.12** In the cases provided for in clauses 22.10, 22.11 and 22.11A:

- a) No allowance may be paid during a vacation period for which the employee is remunerated.
- b) Unless the applicable pay period is weekly, the allowance is paid at two (2) week intervals. In the case of an employee eligible for Québec Parental Insurance Plan or employment insurance benefits, however, the first payment is only due fifteen (15) days after the employer obtains proof that the employee is receiving benefits from one of these plans. For the purposes of this clause, a statement of benefits, a cheque stub or an official statement from the Ministère du Travail, de l'Emploi et de la Solidarité sociale or ESDC is considered proof.
- c) Service is calculated on the basis of employment with all public and para-public sector employers (public service, education, health and social services) as well as health and social

services agencies, organizations whose remuneration standards and scales are determined in accordance with the conditions defined by the government, the Office franco-québécois pour la jeunesse, the Société de gestion du réseau informatique des commissions scolaires as well as any other organization listed in Schedule C of the *Act respecting the process of negotiation of the collective agreements in the public and para-public sectors* (CQLR c R-8.2).

Furthermore, the requirement of twenty (20) weeks of service under clauses 22.10, 22.11 or 22.11A is deemed to be met, should the case arise, when the employee has met this requirement with any of the employers mentioned in this sub-paragraph.

d) The basic weekly pay of a part-time employee is their average basic weekly pay for the last twenty (20) weeks preceding the maternity leave.

If the employee has received benefits established as a certain percentage of their regular pay during this period, it is agreed that the reference for the purposes of calculating their basic pay during maternity leave is the basic pay on which such benefits have been established.

Furthermore, any period during which an employee on special leave under clause 22.19 does not receive compensation from the Commission des normes, de l'équité, de la santé et sécurité du travail (CNESST) and weeks during which the employee was on leave without pay provided for in the collective agreement is excluded for the purposes of calculating their average basic weekly pay.

If the period of the last twenty (20) weeks preceding a part-time employee's maternity leave includes the date of an increase in pay rates and scales, the basic weekly pay is calculated on the basis of the rate of pay in effect on that date. Furthermore, if the maternity leave includes the date of an increase in pay rates and scales, the basic weekly pay is increased on that date in accordance with the formula for the adjustment of the applicable pay scale.

The provisions of this sub-paragraph constitute one of the express stipulations covered by clause 22.04.

**22.13** During maternity leave, employees are entitled to the following benefits, providing they are normally entitled to them:

- life insurance;
- health insurance, paying their share of contributions;
- accumulation of vacation leave;
- accumulation of sick leave;
- accumulation of seniority;
- accumulation of experience;
- accumulation of seniority for the purpose of job security;
- the right to apply for and obtain a position in accordance with the provisions of the collective agreement as if they were at work

**22.14** An employee may postpone a maximum of four (4) weeks of annual vacation leave if they fall within the period of maternity leave and if the employee notifies the employer in writing no later than two (2) weeks before the end of their maternity leave of the dates to which the vacation leave is postponed.

**22.15** If the birth occurs after the due date, an employee is entitled to an extension of their maternity leave equal to the period of time by which the baby is overdue, unless they already have a period of at least two weeks of maternity leave remaining after the birth.

An employee may benefit from an extension of maternity leave if their own or their child's health requires it. The length of this extension is the period of time prescribed on the medical certificate that the employee must provide.

During such extensions, the employee is considered to be on leave without pay and does not receive any allowance or benefits from the employer. The employee only receives the benefits provided under clause 22.13 during the first six (6) weeks of the extension, after which they receive the benefits of clause 22.28.

**22.16** Maternity leave may be shorter than the period of time provided in clause 22.05. If an employee returns to work within two (2) weeks of giving birth, they produce, at the employer's request, a medical certificate attesting that they have sufficiently recovered to be able to resume work.

**22.17** During the fourth (4<sup>th</sup>) week preceding the end of an employee's maternity leave, the employer must send the employee notice indicating the date on which the leave is scheduled to end.

An employee to whom the employer has sent the above notice must report for work when their maternity leave expires unless the leave is extended as provided for in clause 22.31.

An employee who does not comply with the preceding paragraph is deemed to be on leave without pay for a period of no more than four (4) weeks. At the end of this period, an employee who has not reported for work is deemed to have resigned.

**22.18** Upon returning from maternity leave, employees resume their position or a position obtained at their request during the leave in accordance with the provisions of the collective agreement, as the case may be.

If their position has been abolished, or if they have been bumped, the employee is entitled to the benefits they would have had if they had then been at work.

Similarly, upon returning from maternity leave, an employee who does not hold a position resumes the assignment they had when they went on leave if the assignment was expected to last longer than the maternity leave. If the assignment is terminated, the employee is entitled to any other assignment in accordance with the provisions of the collective agreement.

### **SECTION III SPECIAL LEAVE DURING PREGNANCY AND BREASTFEEDING**

#### **Temporary assignment and special leave**

**22.19** Employees may request temporary assignment to another position that is vacant or temporarily without an incumbent in the same job title or, if they consent and subject to the applicable provisions of the collective agreement, in another job title, in the following cases:



- a) They are pregnant and their working conditions involve risks of infectious disease or physical danger to their unborn child.
- b) Their working conditions involve hazards to the child they are breastfeeding.
- c) They work regularly on a video display terminal.

The employee must present a medical certificate to this effect as soon as possible.

When the employer receives a request for protective leave, it notifies the union immediately and informs the latter of the name of the employee and the reasons given to justify the request for protective leave.

If they agree, an employee other than the one who requests a temporary assignment may, after obtaining the employer's consent, exchange their position with the employee who is pregnant or breastfeeding for the duration of the period of the temporary assignment. This applies insofar as both employees meet the normal requirements of the job.

An employee thus assigned to another position or the employee who agrees to fill the position of the reassigned employee retains the rights and privileges attached to their respective regular positions.

An employee who regularly works on a video display terminal and requests to be temporarily assigned to another position that is either vacant or temporarily without its incumbent is then assigned with priority over employees on the recall list, subject to the provisions of clause 15.01 C).

If the temporary assignment does not take effect immediately, the employee is entitled to special leave beginning immediately. Unless the employee is subsequently given a temporary assignment putting an end to it, the special leave ends on the day they give birth in the case of a pregnant employee, or at the end of the period of breastfeeding in the case of an employee who is nursing. For an employee eligible to receive benefits under the Québec Parental Insurance Plan, however, the special leave ends as of the fourth (4<sup>th</sup>) week preceding the due date.

During the special leave provided for in this clause, the employee's indemnity is governed by the provisions of the *Act respecting occupational health and safety* (CQLR c S-2.1) on protective special leave for pregnant or nursing workers.

Following a written request to this effect, however, the employer pays the employee an advance on the indemnity to be received, based on projected payments. Should the CNESST pay the projected indemnity, the employer's advance is reimbursed from the indemnity. Otherwise, the advance is reimbursed at the rate of ten per cent (10%) of the sum paid in each pay period until the debt has been paid off.

If, however, an employee exercises their right to ask for a review of the CNESST's decision or to contest the decision before the Tribunal administratif du Travail, no reimbursement can be required before the CNESST's administrative review decision or the decision of the Tribunal administratif du Travail, as the case may be, has been rendered.

An employee who works regularly on a video display terminal may request a reduction in the amount of time spent working on it. The employer must then study the possibility of temporarily modifying the duties of the employee assigned to a video display terminal without any loss of their rights for the purpose of reducing the amount of work on the video display terminal to a maximum of two (2) hours

per half-day. If such modifications are possible, the employer then assigns the employee to other duties that they are reasonably able to perform for the rest of their hours of work.

A respiratory therapist who is pregnant and who works in constant contact with anaesthetic gases may be transferred to another respiratory care unit at their or the employer's request. This transfer is only temporary and they resume their position upon returning from maternity leave.

### **Other special leave**

**22.19A** Employees are also entitled to special leave in the following cases:

- a) when a complication in pregnancy or a danger of miscarriage requires the employee to stop work for a period of time prescribed by a medical certificate; this special leave may not, however, last beyond the fourth (4<sup>th</sup>) week preceding the date the baby is due;
- b) upon presentation of a medical certificate prescribing its duration, when a natural or induced interruption of pregnancy occurs before the beginning of the twentieth week preceding the date the baby is due;
- c) for pregnancy-related visits to a health professional attested to by a medical certificate or a written report signed by a midwife.

**22.20** For visits covered by sub-paragraph c) of clause 22.19A, the employee is entitled to special leave with full pay for up to a maximum of four (4) days. Such special leave may be taken in half (1/2) days.

During special leave under the terms of this section, employees are entitled to benefits under clause 22.13 providing they are normally entitled to them, and under clause 22.18 in Section II. Employees covered by sub-paragraph a), b) or c) of clause 22.19A may also themselves of benefits under the sick leave or disability insurance plans. In the case of sub-paragraph c) however, the employee must first use up the four (4) days mentioned in the preceding paragraph.

## **SECTION IV PATERNITY LEAVE**

**22.21** Employees are entitled to a maximum of five (5) working days of paid leave for the birth of their child. Employees are also entitled to this leave in the event of an interruption of pregnancy occurring after the beginning of the twentieth (20<sup>th</sup>) week preceding the due date. The leave may be taken non-continuously and must be taken between the beginning of the delivery and the fifteenth (15<sup>th</sup>) day after the mother or child returns home.

One of the five (5) days may be used to baptize or register the child.

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

**22.21A** Employees are also entitled to a maximum of five (5) weeks of paternity leave for the birth of their child; subject to clauses 22.33 and 22.33A, these weeks must be taken consecutively. This leave must end no later than the end of the fifty-second (52<sup>nd</sup>) week following the birth of the child.

If the employee is eligible for the Québec Parental Insurance Plan, this leave is simultaneous with the period during which benefits under the *Act respecting parental insurance* are paid, and must begin no later than the week following the start of payment of parental insurance benefits.

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

**22.21B** During paternity leave under clause 22.21A, an employee who has completed twenty (20) weeks of service<sup>1</sup> receives an allowance equal to the difference between their basic weekly pay and the amount of benefits under the Québec Parental Insurance Plan or the employment insurance plan that they receive or would receive if they applied for them.

The 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> paragraphs of clause 22.10 or the 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> paragraphs of clause 22.11, as the case may be, and clause 22.10A apply to this clause, with the necessary adjustments.

**22.21C** An employee who is not eligible for paternity benefits under the Québec Parental Insurance Plan or parental benefits under the employment insurance plan receives an allowance equal to their basic weekly pay for the paternity leave provided for in clause 22.21 if they have completed twenty (20) weeks of service.

**22.21D** Clause 22.12 applies to an employee receiving the allowance set out in clauses 22.21B or 22.21C, with the necessary adjustments.

## **SECTION V ADOPTION LEAVE AND LEAVE IN VIEW OF ADOPTION**

**22.22** An employee is entitled to a maximum of five (5) working days of paid leave for the adoption of a child other than their spouse's child. This leave may be non-continuous and cannot be taken more than fifteen (15) days after the child's arrival in the home.

One of these five (5) days may be used to baptize or register the child.

**22.22A** An employee who legally adopts a child other than their spouse's child is entitled to a maximum of five (5) weeks of adoption leave which, subject to clauses 22.33 and 22.33A, must be taken consecutively. The leave must end no later than the end of the fifty-second (52<sup>nd</sup>) week after the week in which the child arrives in the home.

For an employee who is eligible for the Québec Parental Insurance Plan, this leave is simultaneous with the period during which they receive payments under the terms of the *Act respecting parental insurance* and must start no later than the week following the first payment of these benefits.

For an employee who is not eligible for the Québec Parental Insurance Plan, this leave is taken after the child's placement order, or an equivalent document in the case of an international adoption in accordance with the adoption system, is issued, or at another time agreed upon with the employer.

**22.23** During the adoption leave provided in clause 22.22A, an employee who has completed twenty (20) weeks of service<sup>2</sup> receives an allowance equal to the difference between their basic weekly pay and the amount of benefits under the terms of the Québec Parental Insurance Plan or the employment insurance plan that they receive or would receive if they applied for them.

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<sup>1</sup> An employee on leave accumulates service if their absence is authorized, particularly for disability, and involves benefits or remuneration.

<sup>2</sup> An employee on leave accumulates service if their absence is authorized, particularly for disability, and involves benefits or remuneration.

The 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> paragraphs of clause 22.10 or the 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> paragraphs of clause 22.11, as the case may be, and clause 22.10A apply, with the necessary adjustments.

**22.24** An employee who is not eligible for adoption benefits under the Québec Parental Insurance Plan or for parental benefits under the terms of the employment insurance plan and who adopts a child other than their spouse's child receives an allowance equal to their basic weekly pay during the adoption leave provided for in clause 22.22A if the employee has completed twenty (20) weeks of service.

**22.24A** An employee who adopts their spouse's child is entitled to a maximum of five (5) working days of leave, only the first two days of which are paid.

This leave may be interrupted and cannot be taken after the expiry of the fifteen (15)-day period following the filing of the application for adoption.

**22.25** Clause 22.12 applies to an employee entitled to the allowance under the terms of clause 22.23 or 22.24, with the necessary adjustments.

**22.26** An employee is entitled to unpaid leave of no more than ten (10) weeks for the adoption of a child from the date on which they take effective custody of the child, unless the child is their spouse's child.

An employee traveling outside Québec for the purpose of adopting a child other than their spouse's child is entitled to unpaid leave for the time necessary for the trip, upon written request to the employer, if possible two (2) weeks in advance.

Despite the preceding paragraphs, the leave without pay ends no later than the week following the first payment of benefits under the Québec Parental Insurance Plan or the employment insurance plan, at which time the terms of clause 22.22A take effect.

During the leave without pay, the employee is entitled to the benefits of clause 22.28.

## **SECTION VI LEAVE WITHOUT PAY AND PART-TIME LEAVE WITHOUT PAY**

**22.27** a) Employees are entitled to one of the following forms of leave:

- 1) a maximum of two (2) years of leave without pay immediately following the maternity leave provided for in clause 22.05;
- 2) a maximum of two (2) years of leave without pay immediately following the paternity leave provided for in clause 22.21A. The leave must not, however, extend beyond the 125<sup>th</sup> week after the birth of the child.
- 3) a maximum of two (2) years of leave without pay immediately following the adoption leave provided for in clause 22.22A. The leave must not, however, extend beyond the 125<sup>th</sup> week after the child's arrival in the home.

Full-time employees who do not use this leave without pay are entitled to part-time leave without pay established over a maximum period of two (2) years. The leave must not, however, extend beyond the 125<sup>th</sup> week after the birth of the child or the child's arrival in the home.

During such leave, and upon written request at least thirty (30) days in advance to the

employer, an employee is authorized to make one (1) of the following changes once:

- i) from leave without pay to part-time leave without pay or vice versa, as the case may be;
- ii) from part-time leave without pay to a different arrangement of part-time leave without pay.

Despite the preceding, an employee may make a second change in their leave without pay or part-time leave without pay providing that they give notice of it in their first (1<sup>st</sup>) request for a change.

A part-time employee is also entitled to this part-time leave without pay. In the event of a disagreement with the employer over the number of days of work per week, however, a part-time employee must provide the equivalent of two-and-one-half (2-1/2) days of work.

An employee who does not make use of their leave without pay or part-time leave without pay may, for the portion of leave that their spouse has not used, choose to take leave without pay or part-time leave without pay in accordance with the formalities provided.

When an employee's spouse is not a public-sector employee, the employee may choose to use the leave provided for above whenever they so choose in the two (2) years following the birth or adoption of the child without, however, exceeding the maximum of two (2) years after the date of birth or adoption.

b) An employee who does not take the leave provided for in paragraph a) may, after the birth or adoption of a child, take a maximum of fifty-two (52) weeks of continuous leave without pay starting at the time decided by the employee and ending no later than seventy (70) weeks after the child's birth or, in the case of an adoption, seventy (70) weeks after receiving custody of the child.

c) During the second (2<sup>nd</sup>) year of leave without pay and after agreement with the employer, an employee may register for the recall list of their institution instead of returning to their position. In such a case, the employee is not subject to rules on minimum availability that may be stipulated in local provisions. The employee is then considered to be on part-time leave without pay.

**22.28** During leave without pay under clause 22.27, an employee continues to accumulate seniority and retain experience and continues to participate in the applicable basic health insurance plan, paying their share of the premiums during the first fifty-two (52) weeks of the leave and the total amount of the premiums in the following weeks. As well, they may continue to participate in the applicable optional insurance plans if they request it at the beginning of leave and if they pay the full amount of the premiums.

During part-time leave without pay, an employee also accumulates seniority and, by virtue of working, is governed by the rules applicable to part-time employees.

Despite the preceding paragraphs, an employee accumulates experience for the purpose of determining their pay for the first fifty-two (52) weeks of leave without pay or part-time leave without pay.

During one of the forms of leave under clause 22.27, an employee has the right to apply for a position and obtain it in accordance with the provisions of the collective agreement as if they were at work.

**22.29** An employee may take postponed annual vacation leave immediately before their leave without pay or part-time leave without pay, providing that it is continuous with their paternity, maternity or adoption leave, as the case may be.

For the purposes of this clause, statutory holidays or floating days off accumulated before the beginning of the maternity, paternity or adoption leave are treated like postponed annual vacation leave.

**22.29A** At the end of this leave without pay or part-time leave without pay, an employee resumes their position or a position that they have obtained at their request in accordance with the provisions of the collective agreement, as the case may be. If their position has been abolished or they have been bumped, the employee is entitled to the benefits they would have had if they had then been at work.

Similarly, upon returning from leave without pay or part-time leave without pay, an employee who does not hold a position resumes the assignment they had when they went on leave if the assignment continues after the end of the leave.

Should the assignment be terminated, the employee is entitled to any other assignment, in accordance with the provisions of the collective agreement.

**22.29B** Upon presentation of a supporting document, up to one (1) year of leave without pay or part-time leave without pay is allowed to an employee whose minor child is emotionally disturbed, handicapped or suffering from a prolonged illness and whose condition requires the presence of the employee in question. The terms and conditions for this leave are the same as those provided in clauses 22.28, 22.31 and 22.32.

## **SECTION VII MISCELLANEOUS CLAUSES**

### **Notice and advance notice**

**22.30** For paternity and adoption leave:

- a) The leave under clauses 22.21 and 22.22 must be preceded as early as possible by notice from the employee to the employer.
- b) The leave under clauses 22.21A and 22.22A is granted upon written request at least three (3) weeks in advance. This advance notice may, however, be shorter if the birth takes place before the due date.

The request must specify the date on which the said leave is scheduled to end.

The employee must report for work at the end of paternity leave under clause 22.21A or adoption leave under clause 22.22A unless it is extended as provided for in clause 22.31.

An employee who does not comply with the preceding sub-paragraph is deemed to be on leave without pay for a period of no more than four (4) weeks. At the end of this period, an employee who has not reported for work is deemed to have resigned.

**22.31** Leave without pay under clause 22.27 is granted upon written request at least three (3) weeks in advance.

Part-time leave without pay is granted following a written request submitted at least thirty (30) days in advance.

In the case of leave without pay or part-time leave without pay, the request must specify the date of the return to work. It must also specify how the leave is to be arranged in terms of the position held by the employee. If the employer disagrees with the number of days of leave per week, a full-time employee is entitled to a maximum of two-and-one-half (2-1/2) days per week or the equivalent, for up to two (2) years.

In the event of disagreement with the employer over the distribution of these days, the employer schedules them.

The employee and the employer may agree to rearrange part-time leave without pay at any time.

**22.32** An employee to whom the employer has sent notice of the end of leave without pay four (4) weeks in advance must give advance notice of their return to work at least two weeks before the end of the leave. If they do not report for work on the scheduled date, they are deemed to have resigned.

Employees who wish to end their leave without pay before the scheduled date must give advance notice in writing of their intention to do so at least twenty-one (21) days before returning to work. If the leave without pay is for more than fifty-two (52) weeks, at least thirty (30) days of advance notice must be given.

### **Extension, suspension or splitting of leave**

**22.33** When an employee's child is hospitalized, the employee may, after agreement with the employer, suspend paternity leave under clause 22.21A or adoption leave under clause 22.22A by returning to work during the period of hospitalization.

**22.33A** Upon request, an employee may split paternity leave under clause 22.21A, adoption leave under clause 22.22A or full-time leave without pay under clause 22.27 into separate weeks before the end of the first fifty-two (52) weeks.

The leave may be split if the employee's child is hospitalized, or in a situation covered by Sections 79.1 or 79.8 to 79.12 of the *Act respecting labour standards*.

The maximum number of weeks that leave may be suspended is equal to the number of weeks the child is hospitalized. For other possibilities of splitting leave, the maximum number of weeks that the leave may be suspended is that provided in the *Act respecting labour standards* for the situation in question.

During such a suspension of leave, the employee is considered to be on leave without pay and does not receive any allowance or benefits from the employer. The employee is covered by clause 22.28 during this period.

**22.33B** When paternity or adoption leave that has been suspended or split under clauses 22.33 or 22.33A is resumed, the employer pays the employee the allowance to which they would have been entitled to if they had not suspended or split the leave. The employer pays the allowance for the

number of weeks remaining under clause 22.21A or 22.22A, as the case may be, subject to clause 22.01.

**22.33C** An employee is entitled to an extension of paternity or adoption leave if they provide the employer with notice and a medical certificate attesting that it is required by the child's state of health before the end of paternity leave under clause 22.21A or adoption leave under clause 22.22A. The length of the extension is the length of time indicated on the medical certificate.

During this extension, the employee is considered to be on leave without pay and does not receive any allowance or benefits from the employer. The employee is covered by clause 22.28 during this period.

**22.34** An employee who takes paternity leave or adoption leave under clauses 22.21, 22.21A, 22.22, 22.22A or 22.24A is entitled to benefits under clause 22.13, providing they would normally be entitled to them, and under clause 22.18 of Section II.

**22.35** An employee who is entitled to a regional disparities premium under the terms of this collective agreement receives the premium during maternity leave as provided in Section II.

Similarly, an employee who is entitled to a regional disparities premium under the terms of this collective agreement receives the premium for the weeks during which they receive an allowance under clauses 22.21A or 22.22A, as the case may be.

**22.35A** Any allowance or benefits under this article that have begun to be paid before a strike continue to be paid during the strike.

**22.36** If changes are made to the Québec Parental Insurance Plan, the *Employment Insurance Act* or the *Act respecting labour standards* with respect to parental rights, the parties will meet to discuss the implications of such modifications for this parental rights plan.

### **22.37 Transitional clauses**

Despite the provisions of clauses 22.10, 22.10A, 22.11, 22.11A, 22.21B, 22.21C, 22.23 and 22.24 in this article, an employee who is receiving an allowance in accordance with the corresponding clauses of the national provisions of the FSSS-CSN 2011-2015 collective agreement on the date these national provisions of the 2016-2020 collective agreement is signed continues to receive the allowance in accordance with the methods of calculation or conditions stipulated in the former clauses, providing that they are entitled to them.



## ARTICLE 23

### LIFE, HEALTH AND DISABILITY INSURANCE PLANS

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#### SECTION I GENERAL PROVISIONS

**23.01** In the event of death, illness or accident, employees covered by this collective agreement are entitled to the plans described in this article as of the date indicated and until their effective retirement, whether or not they have completed their probation period.

a) Any employee hired on a full-time basis or for seventy per cent (70%) or more of full-time in a position: after one (1) month of continuous service.

Any employee hired on a full-time basis or for seventy per cent (70%) or more of full-time for an assignment: after three (3) months of continuous service, except for the basic health insurance plan, in which they participate after one (1) month of continuous service.

b) Any part-time employee who works less than seventy per cent (70%) of full-time: after three (3) months of continuous service, except for the basic health insurance plan, in which they participate after one (1) month of continuous service.

For the purpose of applying the second (2nd) sub-paragraph of a) and paragraph b), the percentage of time worked by a part-time employee is calculated as follows:

1) For a new employee, according to the percentage of time worked during the first (1st) month of continuous service for the basic health insurance plan, and during the first three (3) months of continuous service for the other plans, until the next December 31. If, however, the employee has not completed the relevant period of continuous service on October 31, or if their date of hiring falls between November 1 and December 31, the percentage of time worked is calculated as soon as they complete the relevant period of continuous service.

2) Subsequently, according to the percentage of time worked during the period from November 1 to October 31 of the previous year and applicable on January 1 of the following year.

3) As soon as a new part-time employee completes three (3) years of continuous service and on November 21 of each year, the employer sends them written notice indicating the percentage of time worked during the relevant period.

New employees who have worked twenty-five per cent (25%) or less of full time have the choice of participating or not in the basic life or disability insurance plans. If they choose to participate, they notify the employer to this effect in writing within ten (10) calendar days of receiving the notice sent to them by the employer.

On January 1 of each year, employees whose amount of work has shrunk to twenty-five per cent (25%) or less of full-time during the period from November 1 to October 31 of the previous year may cease to participate in the basic life or disability insurance plans, providing that they notify the employer to this effect in writing within ten (10) calendar days of receiving the notice sent to them by the employer.

Employees who work twenty-five per cent (25%) or less of full-time and who have chosen not to participate in the basic life or disability insurance plans may modify their choice on January 1 of each year. They must notify the employer to this effect by December 1 at the latest.

Subject to the provisions of clause 23.14, the participation of each employee in the basic health insurance plan is mandatory after one (1) month of continuous service.

4) The employer pays its full contribution to the basic health insurance plan for an employee covered by paragraph a), and half of this contribution for an employee covered by paragraph b). An employee covered by paragraph b) pays the balance of the employer's contribution in addition to their own contribution.

If an employee has not completed one (1) month of continuous service on October 31, or if their date of hiring falls between November 1 and December 31, the percentage of time worked is calculated as soon as they complete one (1) month of continuous service, and the employer's contribution remains unchanged for the subsequent year beginning on January 1.

**23.02** For the purpose of this article, "dependant" means an employee's spouse, dependent child or a person with a functional impairment as defined below:

i) spouse: within the meaning of Article 1 of the collective agreement.

However, this status of spouse is lost with the dissolution of the marriage by divorce or annulment, or *de facto* separation of more than three (3) months in the case of a common-law union, or nullity or dissolution of a civil union. An employee who is not cohabiting with their spouse may designate this person as spouse. They may also designate another person in place of the legal spouse if the other person meets the definition of spouse set out in Article 1.

ii) dependent child: within the meaning of Article 1 of the collective agreement. An unmarried child over whom the employee or their spouse exercises parental authority or would exercise it if the child were a minor and met all the other conditions set out in Article 1 is also considered to be a dependent child.

iii) person with a functional impairment: a person of full legal age without a spouse, who is affected by a functional impairment defined in the Regulation on the general prescription drug insurance plan (CQLR c A-29.01, r 4) that occurred before the person reached eighteen (18) years of age, who does not receive any benefits under a last-resort assistance program provided for in the *Individual and Family Assistance Act* (CQLR c A-13.11) who is residing with the employee and over whom the employee or their spouse would exercise parental authority if the person were a minor.

### **23.03 Definition of disability**

Disability means a state of incapacity resulting from an illness, including an accident or a complication of pregnancy, a tubal ligation, a vasectomy or similar forms of family planning, or an organ or bone marrow donation that is being monitored medically and that renders the employee totally incapable of performing the usual duties of their job or any other comparable job with similar remuneration offered to them by the employer.

**23.04** A period of disability is any continuous period of disability or a series of successive periods separated by a period of actual full-time work or availability for full-time work, unless the employee

can establish to the satisfaction of the employer or its representative that a subsequent period is due to an illness or accident completely unrelated to the cause of the previous disability.

This period of actual full-time work or availability for full-time work is:

- 1- less than fifteen (15) days if the period of disability is less than seventy-eight (78) weeks;
- 2 less than forty-five (45) days if the period of disability is equal to or greater than seventy-eight (78) weeks.

**23.05** A period of disability resulting from illness or injury voluntarily caused by the employee themselves, alcoholism or drug addiction, active participation in a riot, insurrection or criminal acts or service in the armed forces is not recognized as a period of disability for the purposes of this article.

However, a period of disability resulting from alcoholism or drug addiction during which the employee receives treatment or medical care aimed at their rehabilitation is recognized as a period of disability.

**23.06** In return for the employer's contribution to the insurance benefits provided below, the total rebate authorized by Employment and Social Development Canada in the case of a registered plan accrues to the employer.

**23.07** The provisions concerning the life, health and disability insurance plans existing in the previous collective agreement remain in force until the collective agreement comes into force.

**23.08** The union insurance committee is responsible for establishing the basic health insurance plan and the optional life, health and disability insurance plans, which are an integral part of the insurance contract.

The insurance contract must be underwritten by an insurance company whose head office is located in Québec.

The optional plans that may be established by the committee are life insurance, health insurance and disability insurance plans.

Premiums for the optional plans are borne entirely by participants. Participation is optional in accordance with the terms of the insurance contract.

The contract must provide that the Comité patronal de négociation du secteur de la santé et des services sociaux (CPNSSS) may obtain from the insurer any useful and relevant statement or statistical compilation that the insurer provides to the union committee.

The CPNSSS receives a copy of the specifications, the list of insurance companies tendering and a copy of the contract. The CPNSSS is informed of any change in the contract, and changes affecting the administration of the plans are subject to agreement between the negotiating parties. No change in premiums may take effect until at least sixty (60) days after written notice is sent to the CPNSSS.

The CPNSSS and the FSSS-CSN meet as necessary to try and resolve problems related to the administration of the basic health insurance plan and the optional plans.

The employer does the work required to establish and implement the basic health insurance plan and optional plans in accordance with the terms of the contract reached between the insurer and the union committee. The employer co-operates in any campaign concerning the insurance plans. In particular, the employer:

- a) provides information to employees;
- b) registers and withdraws employees;
- c) forwards to the insurer applications for coverage and relevant information for keeping the insured person's file up to date with the insurer;
- d) forwards requests to terminate coverage to the insurer;
- e) collects the required contributions and remits to the insurer the premiums deducted or received from employees, as the case may be;
- f) gives employees application forms, benefits forms, bulletins, pamphlets, insurance certificates or other documents supplied by the insurer;
- g) transmits information normally required from the employer by the insurer to settle certain benefits;
- h) transmits to the insurer the names of employees who have informed the employer that they have decided to retire.

The waiting period for the disability insurance plan may not be less than twenty-four (24) months, and the net benefit after taxes may not exceed eighty per cent (80%) of net pay after taxes, including the benefits that an employee may receive from any other source, in particular under the *Act respecting the Québec Pension Plan* (CQLR c R-9), the *Automobile Insurance Act* (CQLR c A-25), the *Act respecting industrial accidents and occupational diseases* (CQLR c A-3.001) and the various acts regarding pension plans; this maximum should not be interpreted as imposing an identical limit on the benefits that an employee may receive from other sources.

Persons covered by the provisions of the James Bay and Northern Québec Agreement as defined in Section 1 of the *Act approving the agreement concerning James Bay and Northern Québec* (CQLR c C-67) who are also employees within the meaning of this collective agreement may be exempted from participating in the basic plan and the supplementary health insurance plan(s) and retain the right to participate in the supplementary life and disability insurance plans.

## **SECTION II BASIC LIFE INSURANCE PLAN**

**23.09** An employee covered by paragraph a) of clause 23.01 is entitled to six thousand four hundred dollars (\$6,400) of life insurance.

An employee covered by paragraph b) of clause 23.01 is entitled to three thousand two hundred dollars (\$3,200) of life insurance.

The employer pays one hundred per cent (100%) of the cost of the above-mentioned life insurance.

**23.10** Employees who on the date the previous collective agreement came into force were entitled to a life insurance plan for an amount greater than the one provided by this agreement as part of a group insurance plan to which the employer contributed, and who remained insured during the previous collective agreement for the greater amount provided by the plan still in force, as well as retired employees who on the same date were entitled to such an insurance plan and who have continued to be entitled to it during the same period, may remain insured providing that:

- a) they had made a written request to their employer on the form provided for this purpose by December 1, 1976 at the latest;
- b) they make monthly payments of the first forty cents (\$0.40) of the cost of such insurance for each one thousand dollars (\$1,000) of insurance, the employer paying the difference in the cost.

### **SECTION III BASIC HEALTH INSURANCE PLAN**

**23.11** In accordance with the terms of the contract, the basic plan covers medication prescribed by a physician or a dentist and sold by a licensed pharmacist or duly authorized physician, and, if provided by the insurance contract, transportation by ambulance, hospital and medical costs not otherwise reimbursable when the insured employee is temporarily outside of Quebec and when their condition necessitates their hospitalization outside of Québec, purchase of an artificial limb in the event of loss during an insured period, or other supplies and services prescribed by an attending physician and necessary for the treatment of the illness, and hospitalization costs to a maximum of the cost of a semi-private room.

**23.12** In each pay period, the employer's contribution for the basic health insurance plan, excluding costs for hospitalization in a semi-private room, for any employee cannot exceed the lesser of the following amounts:

- a) in the case of employees insured for themselves and their dependants:
  - i) job title with a maximum on the pay scale on March 13, 2011 equal to or greater than \$40,000 a year:
    - pay every 14 days: \$5.97;
    - pay every 7 days: \$2.99;
  - ii) job title with a maximum on the pay scale on March 13, 2011 of less than \$40,000 a year:
    - pay every 14 days: \$13.24;
    - pay every 7 days: \$6.61.
- b) in the case of employees ensured for themselves alone:
  - i) job title with a maximum on the pay scale on March 13, 2011 equal to or greater than \$40,000 a year:
    - pay every 14 days: \$2.39;
    - pay every 7 days: \$1.19;

- ii) job title with a maximum on the pay scale on March 13, 2011 of less than \$40,000 a year:

- pay every 14 days: \$5.28;

- pay every 7 days: \$2.64.

- c) double the premium paid by the employee themselves for the benefits provided by the basic plan.

The employer continues to make this contribution for any absence without pay of twenty-eight (28) days or less.

The employer's contribution varies, if applicable, if the employee changes job titles.

**23.13** The insurance contract must provide for waiving the employer's contribution as of the one hundred and fifth (105<sup>th</sup>) week of an employee's disability.

**23.14** Participation in the basic health insurance plan is mandatory.

Upon written notice to the employer, however, an employee may refuse or cease to participate in the health insurance plan providing they prove that they are insured under another group insurance plan or, if the contract allows, the general drug insurance plan provided by the Régie de l'assurance-maladie du Québec (RAMQ).

An employee on leave without pay for more than twenty-eight (28) days may stop participating in the basic health insurance plan on the same conditions. If these conditions are not met, the employee pays the full amount of their contributions and the employer's contributions.

**23.15** Subject to the provisions of clause 23.14, an employee continues to participate in the insurance plans during a suspension of up to twenty-eight (28) days. In the event of a suspension of more than twenty-eight (28) days, an employee may continue to participate by paying the full amount of their contributions and the employer's contributions, if applicable.

**23.16** An employee who has refused or ceased to participate in the basic health insurance plan may resume participation in accordance with the conditions provided in the contract.

#### **SECTION IV DISABILITY INSURANCE PLAN**

**23.17** Subject to the provisions of this agreement, employees are entitled to the following for each period of disability during which they are absent from work:

- a) For up to the lesser of the number of accumulated days of sick leave credited to them or five (5) working days, payment of benefits equal to the pay they would receive if they were at work.

However, if an employee must be absent from work because of illness without having enough days credited to them to cover the first five (5) working days of the absence, they may use in advance the days that they will accumulate up to November 30 of the current year. If, however, the employee leaves the position before the end of the year, they must reimburse the employer out of their last pay for the days of sick leave taken in advance and not yet earned, at the rate prevailing at the time of their departure.

b) Starting from the sixth (6th) working day and up to one hundred and four (104) weeks, payment of benefits equal to eighty per cent (80%) of their pay.

For purposes of calculating benefits, the employee's pay is the rate of pay on the applicable pay scale that the employee would receive if at work, including additional remuneration provided in Article 4 of Appendix B, Article 5 of Appendix D or Article 2 of Appendix O, if applicable; nevertheless an employee may only advance one echelon on the pay scale during a given period of disability, if the advancement was scheduled to occur during the six (6) months following the beginning of the disability.

For part-time employees, the amount of benefits is established in proportion to the time worked during the last fifty-two (52) calendar weeks preceding a period of disability period, prorated to the amount of benefits payable to a full-time employee. Weeks of authorized sick leave, vacation, maternity, paternity, adoption or protective leave or leave without pay provided for in the collective agreement are excluded from this calculation.

This calculation must, however, cover at least twelve (12) weeks. Otherwise, the employer takes into account weeks prior to the fifty-two (52)-week period until the calculation covers a twelve (12)-week period.

If the calculation cannot cover a minimum of twelve (12) weeks because the period between the employee's last date of hiring and the commencement of disability does not allow it, the calculation is then made on the basis of this period.

c) Beginning in the eighth (8th) week of disability as defined in clause 23.03, an employee who receives disability insurance benefits may, on the recommendation of a physician designated by the employer or at the employee's request and on the recommendation of their attending physician, be entitled to one or more periods of rehabilitation in their position, in their assignment or, if their assignment has ended, in another assignment, for a maximum of three (3) consecutive months.

This rehabilitation is possible with the consent of the employer, providing that it can enable the employee to perform all of their usual duties. During any rehabilitation period, the employee continues to be covered by the disability insurance plan.

At the end of the three (3) months, the employer and the employee may, on the recommendation of the attending physician, agree to extend this period for a maximum of another three (3) consecutive months.

The employer may extend a rehabilitation period on the recommendation of its designated physician.

An employee may terminate their rehabilitation period before the end of the period agreed upon by presenting a medical certificate from their attending physician. The employer may terminate a rehabilitation period, on the recommendation of its designated physician.

During rehabilitation, an employee is entitled to both their pay for the proportion of time worked and the disability insurance benefits to which they are entitled for the proportion of time not worked. The time not worked for a part-time employee corresponds to the difference between the average number of days used to calculate their benefits and the number of days worked.

A rehabilitation period does not have the effect of interrupting the period of disability or extending the period during which full or reduced disability insurance benefits are paid beyond one hundred and four (104) weeks of benefits for that disability.

At the end of a rehabilitation period, the employee may return to their position if they are no longer disabled. If their disability persists, the employee continues to receive benefits for as long as they are eligible for them.

**23.18** The employee continues to participate in the Government and Public Employees Pension plan (RREGOP) as long as the benefits provided for in paragraph b) of clause 23.17 are payable, including the waiting period, and for one (1) additional year if they are disabled at the end of the twenty-fourth (24<sup>th</sup>) month, unless they return to work, die or retire before the end of this period. They benefit from a waiver of their contributions to the RREGOP with no loss of rights as soon as the benefit provided under paragraph a) of clause 23.17 ceases to be paid or the period provided in the third (3<sup>rd</sup>) paragraph of clause 23.32 expires, as the case may be. The provisions on the waiver of contributions are an integral part of RREGOP provisions. Subject to the provisions of the collective agreement, payment of benefits must not be interpreted as conferring the status of employee on the person receiving them, nor as adding to their rights as such, particularly with respect to the accumulation of days of sick leave.

If the insurance contract provides for it, an employee continues to benefit from the insurance plans provided for in the collective agreement for a period of three (3) years following the start of their disability. Their contributions are waived after the expiry of the waiting period.

**23.19** The disability insurance benefits are reduced by the initial amount of all disability benefits payable under any law, including the Quebec's *Automobile Insurance Act*, the *Act respecting the Quebec Pension Plan*, the *Act respecting industrial accidents and occupational diseases* and the various acts respecting pension plans, without regard for subsequent increases in basic benefits as a result of indexation. More specifically, the following provisions apply.

a) If the disability entitles the employee to benefits payable under the *Act respecting the Quebec Pension Plan* or various acts respecting pension plans, the disability insurance benefits are reduced by the amount of these disability benefits.

b) If the disability entitles the employee to benefits paid under the terms of Quebec's *Automobile Insurance Act*, the following provisions apply:

i) For the period covered by paragraph a) of clause 23.17, if the employee has banked sick days, the employer pays the employee the difference between their net pay<sup>1</sup> and the benefits payable by the Société d'assurance automobile du Québec (SAAQ). The bank of sick days is reduced in proportion to the amount paid in this way.

ii) For the period covered by paragraph b) of clause 23.17, the employee receives the difference between eighty-five per cent (85%) of their net pay<sup>1</sup> and the benefits payable by the SAAQ.

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<sup>1</sup> Net pay: net pay means gross pay minus federal and provincial income tax and contributions to the QPP and employment insurance.



c) If an employment injury entitles the employee to an income replacement indemnity paid under the *Act respecting industrial accidents and occupational diseases*, the following provisions apply:

- i) The employee continues to receive ninety per cent (90%) of their net pay<sup>1</sup> from their employer until the date on which their injury is consolidated without, however, exceeding one hundred and four (104) weeks from the beginning of their period of disability.
- ii) If their injury is consolidated before the one hundred and fourth (104th) week following the date on which their continuous absence as a result of an employment injury began, the disability insurance plan provided for in clause 23.17 applies if the employee is still disabled as defined in clause 23.03, as a result of the same injury, in which case the date on which such an absence begins is considered to be the date on which the disability began for the purposes of applying the disability insurance plan;
- iii) the benefits paid by the Commission des normes, de l'équité, de la santé et de la sécurité du travail (CNESST) for that same period are paid to the employer, up to the amounts stipulated in i) and ii).

The employee must sign the required forms to authorize these reimbursements to be made to the employer.

The employee's bank of sick leave is not affected by such an absence and the employee is deemed to be receiving disability insurance benefits.

No disability insurance benefits can be paid for a disability compensated under the *Act respecting industrial accidents and occupational diseases* when the employment injury entitling the employee to such compensation occurred with another employer. In such a case, the employee is required to inform their employer of such an occurrence and the fact that they are receiving an income replacement indemnity. If, however, the CNESST ceases payment of an indemnity pursuant to the *Act respecting industrial accidents and occupational diseases* following an employment injury that occurred with another employer, the disability insurance plan provided for in clause 23.17 applies if the employee is still disabled as defined in clause 23.03, and in such a case the date when such an absence begins is considered to be the date on which the disability began for the purposes of applying the disability insurance plan.

In order to receive benefits under clause 23.17 or under this clause, the employee informs the employer of the amount of weekly benefits payable under any legislation.

**23.20** Payment of benefits cease upon the employee's effective date of retirement. The amount of the benefits is split, if necessary, into one-fifth (1/5) of the amount provided for a complete week for each working day of disability during the normal work week.

**23.21** No benefits are paid during a strike, except for a disability that began prior to it.

**23.22** Sick leave benefits as well as disability insurance benefits are paid directly by the employer, subject to the employee presenting supporting documents that may be reasonably required.

An employee is entitled to reimbursement of any amount charged by a physician for a request for additional medical information required by the employer.

The employee is responsible for seeing that all supporting documents are duly completed.

**23.23** Regardless of the duration of the absence or whether it is compensated, or whether an insurance contract is underwritten for the purpose of protecting against the risk, the employer, insurer or the government agency chosen by the employer party as the employer's representative for this purpose may verify the reason for the absence and control both the nature and the duration of the disability.

**23.24** In order to permit this verification, the employee must notify their employer without delay whenever they are unable to report for work because of illness and promptly submit the supporting document required under clause 23.22; the employer or its representative may require a declaration by the employee or their attending physician except in cases where, because of circumstances, no physician has been consulted. The employer may also have the employee examined for any absence, in which case the employer notifies the union in writing at the same time as the employee, the cost of the examination is not borne by the employee and reasonable travelling expenses incurred are reimbursed in accordance with the provisions of the collective agreement.

**23.25** The verification may be done on a sampling basis as well as when needed when the employer considers it appropriate due to an accumulation of absences. If the employee makes a false declaration or if the reason for the absence is something other than the employee's illness, the employer may take appropriate disciplinary measures.

**23.26** If the nature of their illness or injuries means that an employee cannot notify the employer without delay and promptly submit the required proof, they must do so as soon as possible.

### **23.27 Procedure for settling a dispute concerning a disability**

An employee may use the following procedure to contest any dispute concerning the alleged non-existence or termination of a disability, a decision by the employer requiring them to engage in or extend a rehabilitation period, or the existence or non-existence of permanent functional limitations.

1- The employer must notify the employee and the union in writing of its decision not to recognize or no longer recognize a disability, to require the employee to engage in or to extend a period of rehabilitation or to recognize or not the existence of permanent functional limitations. The notice sent to the employee is accompanied by the report or reports and expert medical opinions directly related to the disability that the employer will send to the medical arbitrator and that will be used in the arbitration procedure provided by paragraph 3 or 4.

2- An employee who does not report for work on the day indicated in the notice mentioned in paragraph 1 is deemed to have contested the employer's decision by means of a grievance on that date. In the case of an unassigned part-time employee on the recall list, the grievance is deemed to have been filed on the day on which the union receives notice from the employer indicating that the employee has not reported for work on an assignment offered to them or no more than seven (7) days after receiving the notice mentioned in paragraph 1.

3- If a disability falls within the field of practice of a physiatrist, psychiatrist or orthopaedist, the medical arbitration procedure applies.

a) The local parties have ten (10) days from the date the grievance is filed to agree on the choice of a medical arbitrator. If there is no agreement on the relevant specialty in the first five (5) days, the specialty is determined in the following two (2) days by the general

practitioner or their alternate<sup>1</sup> on the basis of the reports and expert opinions provided by the attending physician and the first (1st) physician designated by the employer. In this case, the local parties have the number of days remaining in the ten (10)-day period to agree on the choice of the medical arbitrator. If they fail to reach agreement on the choice of the medical arbitrator, the registrar designates one in rotation from the list set out in this sub-paragraph, according to the relevant specialty decided upon and the following two (2) geographic sectors:

## **PHYSIATRY**

### **Eastern sector<sup>2</sup>**

Boulet, Daniel, Québec  
Lavoie, Suzanne, Québec  
Morand, Claudine, Québec

### **Western sector<sup>3</sup>**

Bouthillier, Claude, Montréal  
Lambert, Richard, Montréal  
Morand, Marcel, Laval  
Tinawi, Simon, Montréal

## **ORTHOPAEDICS**

### **Eastern sector<sup>2</sup>**

Bélanger, Louis-René, Saguenay  
Blanchet, Michel, Québec  
Boivin, Jules, Québec  
Lacasse, Bernard, Québec  
Lefebvre, François, Saguenay  
Lemieux, Rémy, Saguenay  
Lépine, Jean-Marc, Québec  
Séguin, Bernard, Saguenay

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<sup>1</sup> For the duration of this collective agreement, the general practitioner is Dr. Gilles Bastien and his alternate is Daniel Choinière.

<sup>2</sup> The Eastern sector includes the following regions: Bas Saint-Laurent, Saguenay-Lac-Saint-Jean, Capitale-Nationale, Chaudière-Appalaches, Côte-Nord and Gaspésie-Îles-de-la-Madeleine.

<sup>3</sup> The Western sector includes the following regions: Mauricie et Centre-du-Québec, Estrie, Montréal, Outaouais, Abitibi-Témiscamingue, Nord-du-Québec, Laval, Lanaudière, Laurentides, Montérégie, Nunavik and the James Bay Cree Territory.

### **Western sector<sup>1</sup>**

Bah, Chaikou, Laval  
Beauchamp, Marc, Montréal  
Beaumont, Pierre, Montréal  
Bertrand, Pierre, Laval  
Blanchette, David, Montréal  
Desnoyers, Jacques, Longueuil  
Dionne, Julien, Saint-Hyacinthe  
Gagnon, Sylvain, Laval  
Godin, Claude, Montréal  
Héron, Timothy A., Montréal  
Jodoin, Alain, Montréal  
Lamarre, Claude, Montréal  
Major, Pierre, Montréal  
Murray, Jacques, Sorel-Tracy  
Perron, Odette, Gatineau  
Ranger, Pierre, Laval  
Renaud, Éric, Laval

### **PSYCHIATRY**

#### **Eastern sector<sup>2</sup>**

Brochu, Michel, Québec  
Gauthier, Yvan, Québec  
Girard, Claude, Québec  
Jobidon, Denis, Québec  
Laplante, Bruno, Québec  
Leblanc, Gérard, Québec  
Proteau, Guylaine, Québec  
Rochette, Denis, Saguenay

#### **Western sector<sup>1</sup>**

Côté, Louis, Montréal  
Fortin, Hélène, Montréal  
Gauthier, Charles, Laval  
Grégoire, Michel F., Montréal  
Guérin, Marc, Montréal  
Legault, Louis, Montréal  
Margoiese, Howard Charles, Montréal  
Massac, Charles-Henri, Montréal  
Pineault, Jacinthe, Saint-Hyacinthe  
Poirier, Roger-Michel, Montréal  
Turcotte, Jean-Robert, Montréal

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<sup>1</sup> The Western sector includes the following regions: Mauricie et Centre-du-Québec, Estrie, Montréal, Outaouais, Abitibi-Témiscamingue, Nord-du-Québec, Laval, Lanaudière, Laurentides, Montérégie, Nunavik and the James Bay Cree Territory.

<sup>2</sup> The Eastern sector includes the following regions: Bas Saint-Laurent, Saguenay-Lac-Saint-Jean, Capitale-Nationale, Chaudière-Appalaches, Côte-Nord and Gaspésie-Îles-de-la-Madeleine.

- b) To be chosen, the medical arbitrator must be able to render a decision within the prescribed time limits.
- c) Within fifteen (15) days of the determination of the relevant specialty, the employee or the union representative and the employer send the medical arbitrator the files and expert opinions directly related to the disability produced by their respective physicians.
- d) The medical arbitrator meets with the employee and examines them if they deem it necessary. This meeting must be held within thirty (30) days of the determination of the relevant specialty.
- e) Travel expenses reasonably incurred by the employee are reimbursed by the employer in accordance with the provisions of the collective agreement. If the employee's health does not allow them to travel, they are not required to do so.
- f) The medical arbitrator's mandate is solely to determine the following:
  - whether or not the disability exists;
  - the date on which the disability ends;
  - whether or not there are permanent functional limitations;
  - the employee's capacity to engage in a period of rehabilitation or an extension of this period.
- g) If the medical arbitrator concludes that the employee is or remains disabled, they may also determine the employee's ability to engage in a period of rehabilitation.
- h) The medical arbitrator renders a decision on the basis of the documents provided in accordance with the provisions of sub-paragraph c) and the meeting provided for in sub-paragraph d). The medical arbitrator must, subject to compliance with the rules of professional conduct, decide between the opinion of the attending physician and that of the physician designated by the employer. They must render a decision no later than forty-five (45) days after the date the grievance is filed. Their decision is final and binding.

4- If the disability does not fall within the field of practice of a physiatrist, psychiatrist or orthopaedist, the medical arbitration procedure provided in paragraph 3 applies, replacing sub-paragraph a) with the following:

The local parties have ten (10) days from the date on which the grievance is filed to agree on the choice of a medical arbitrator. If there is no agreement on the relevant specialty within the first five (5) days, the specialty is determined in the following two (2) days by the general practitioner or their alternate<sup>1</sup> on the basis of the reports and expert opinions provided by the attending physician and the first (1<sup>st</sup>) physician designated by the employer. In this case, the local parties have the number of days remaining in the ten (10)-day period to agree on the choice of the medical arbitrator. If they fail to reach agreement on the choice of the medical

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1 For the duration of this collective agreement, the general practitioner is Dr. Gilles Bastien and his alternate is Réjean Haineault.

arbitrator, the employer notifies the general practitioner or the latter's alternate to have them appoint a physician in the field of practice identified within five (5) days.

If the employer disputes the termination of the employee's disability period, it notifies the employee and the union in writing to this effect. The employee has thirty (30) days after the employer's decision to file a grievance. The provisions of paragraphs 3 or 4 apply, as the case may be.

The employee receives the disability insurance benefits provided for in this article until the date of their return to work or until the medical arbitrator's decision.

The employer may not require the employee to return to work before the date stipulated on the medical certificate or until the medical arbitrator has ruled otherwise.

If the decision is that the disability does not exist or has ceased to exist, the employee reimburses the employer at the rate of ten per cent (10%) of the amount paid by pay period, until the debt is paid off.

An employee may not contest their ability to return to work under the terms of this collective agreement in cases where a competent body or tribunal established by law, in particular the *Automobile Insurance Act*, the *Act respecting industrial accidents and occupational diseases* or the *Crime Victims Compensation Act* (CQLR c I-6), has already rendered a decision concerning their ability to return to work with regard to the same disability or diagnosis.

**23.28** The sick days credited to an employee on April 1, 1980 and not used in accordance with the provisions of the preceding collective agreement remain credited to them and may be used at the regular rate of pay in effect when used in the following manner:

- a) to cover the waiting period of five (5) working days when the employee has exhausted their 9.6 sick days under clause 23.29 in the course of the year;
- b) for early retirement purposes;
- c) in order to redeem years of service for which contributions have not been paid to the RREGOP (Section III of Chapter II of the Act);

In this case all of the bank of sick days can be used, as follows:

- first, the first sixty (60) days at their full value;
- and
- then, the excess of sixty (60) days, without limit, at half their value.

d) to cover the difference between the employee's net pay and the disability insurance benefits provided for in paragraph b) of clause 23.17. During this period, the banked sick days are reduced in proportion to the amount thus paid;

The same rule applies when the one hundred and four (104) weeks of disability insurance benefits expire. For the purpose of applying this clause, net pay means gross pay minus federal and provincial taxes and QPP, employment insurance and pension plan contributions;

e) when an employee leaves the job, up to sixty (60) working days of accumulated sick days are paid to them in full. Anything over sixty (60) working days of accumulated sick leave is

paid to the employee at the rate of one half (1/2) a working day per accumulated working day up to thirty (30) working days. In no case may the maximum number of days cashed in when an employee leaves the job exceed ninety (90) working days.

**23.29** At the end of each month of remunerated service, an employee is credited with 0.80 of a working day of sick leave. If the credit under the terms of the previous collective agreement was other than one (1) day per month, the credit is calculated at the rate provided in that collective agreement minus 0.20 days per month. For the purpose of applying this clause, any authorized absence of more than thirty (30) days interrupts the accumulation of sick leave; this accumulation is not, however, interrupted if an employee is absent for more than thirty (30) consecutive days under clause 21.01.

Any continuous period of disability of more than twelve (12) months interrupts the accumulation of annual vacation leave, regardless of the reference period provided in clause 21.03.

An employee may use three (3) of the sick days provided in the first (1<sup>st</sup>) paragraph as personal days. An employee takes these days separately and notifies the employer at least twenty-four (24) hours in advance. The employer may not refuse without a valid reason. The parties may agree in local arrangements to allow an employee to split these three (3) days of sick leave for personal reasons into half (1/2) days. If so, the parties agree on the applicable terms and conditions.

Sick days to be accumulated by November 30 of the current year may be used in advance. They may not, however, be used in advance between December 15 and January 15 unless there is an agreement to this effect with the employer. If the employee leaves the job before the end of the year, they must reimburse the employer out of their last pay cheque at the rate prevailing at the time of their departure for days of leave taken in advance and not yet earned.

**23.30** An employee who has not used all of the sick days to which they are entitled in accordance with clause 23.29 are paid on December 15 of each year for days accumulated and not used as of November 30 of each year.

**23.31** Disability periods already under way on the date this collective agreement comes into force are not interrupted.

**23.32** Instead of accumulating sick days as provided in clause 23.29, a part-time employee receives with each pay 4.21% of:

- their pay;
- the pay they would have received if it were not for unpaid sick leave that occurs while they are assigned to their position or an assignment;
- the pay used as the basis for establishing maternity, paternity, adoption or protective leave. The amount calculated during protective leave is not, however, paid with each pay period; instead it is accumulated and paid at the same time as vacation pay.

However, a new part-time employee who has not completed three (3) months of continuous service and who chooses under clause 23.01 not to be covered by the insurance plans receives 6.21% of the remuneration stipulated in the first (1<sup>st</sup>) paragraph.

A part-time employee covered by sub-paragraphs a) or b) of clause 23.01 is entitled to the other provisions of the disability insurance plan, except that benefits for each period of disability are only payable after seven (7) calendar days of absence from work due to a disability, starting from the first (1<sup>st</sup>) day on which the employee was required to report for work.

The preceding paragraph does not apply to a part-time employee who has decided under clause 23.01 not to be covered by the insurance plans.

## **SECTION V TERMS AND CONDITIONS FOR THE RETURN TO WORK OF AN EMPLOYEE WHO HAS SUFFERED AN EMPLOYMENT INJURY AS DEFINED BY THE ACT RESPECTING INDUSTRIAL ACCIDENTS AND OCCUPATIONAL DISEASES**

**23.33** Unless the local parties agree otherwise, for as long as an employee is eligible for an income replacement indemnity, the employer may assign them temporarily either to their original position or to a position temporarily without its incumbent, with priority over employees on the recall list and subject to the provisions of clause 15.01, even if the injury is not consolidated. The assignment is made to a position that, in the opinion of the attending physician, does not endanger the employee's health, safety or physical well-being given their injury, is conducive to the employee's rehabilitation and the duties of which they are reasonably able to accomplish. The employer terminates the assignment upon receiving a medical certificate to this effect from the attending physician. Before the start of the assignment, the employer gives the employee a copy of the form describing the conditions of the temporary assignment. As well, it informs the union at the start of the assignment that an employee is temporarily assigned.

**23.34** An employee who despite the consolidation of their injury remains unable to meet the normal requirements of their job is reassigned in accordance with one of the following procedures:

- The employee is registered on a special team and deemed to have applied for any vacant or newly created position with the same job status if, in the opinion of their attending physician, their residual capacities allow them to perform the duties associated with the position without endangering their health, safety or physical well-being, given their injury.

Despite the provisions on voluntary transfers, the position is awarded to the employee with the most seniority on the special team, subject to clause 15.05, providing that they are able to meet the normal requirements of the job.

An employee who refuses a position thus offered without a valid reason ceases to be registered on the special team.

- The local parties may also agree to adapt either the employee's original position or a vacant or newly created position so as to allow them to perform only those duties that in the opinion of their attending physician do not endanger their health, safety or physical well-being, given their injury.

In no case is an employee who obtains a position in accordance with the provisions of this clause paid less than what they would have received before the beginning of their continuous absence due to their injury.

## **SECTION VI RESERVED POSITION**

**23.35** If an employee becomes unable to perform some or all of the duties involved in their position for medical reasons, the employer and the union may, on the recommendation of the health office or physician appointed by it or a recommendation from the employee's physician, agree to reassign the employee to another position for which they are able to meet the normal requirements. In such a case, the employee does not incur a reduction in pay and the position thus awarded is not subject to the provisions on voluntary transfers.



## ARTICLE 24

### PENSION PLAN

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**24.01** Employees are covered by the provisions of the Teacher's Pension Plan (RRE), the Public Sector Superannuation Plan (RRF) or the Government and Public Employees Retirement Plan (RREGOP), as the case may be.

#### **Phased retirement plan**

**24.02** The purpose of the phased retirement plan is to allow a full-time employee or a part-time employee who holds a position and works more than forty per cent (40%) of full-time to reduce the amount of time they work during the last years before retirement.

**24.03** Obtaining phased retirement is subject to prior agreement with the employer, taking into account the needs of the service.

A full-time or part-time employee may only take advantage of the program once, even if it is cancelled before the expiry date of the agreement

**24.04** The phased retirement program is subject to the following terms and conditions.

#### **1) Period covered by these provisions and retirement**

- a) These provisions may apply to an employee for a minimum period of twelve (12) months and a maximum period of sixty (60) months.
- b) This period, including the percentage and distribution of work done is called "the agreement" in this article.
- c) The percentage of time worked must be at least forty per cent (40%) and no more than eighty per cent (80%) of the time worked by a full-time employee on an annual basis.
- d) However, if the employee is not eligible for retirement at the end of the agreement because of circumstances beyond their control (e.g. strike, lockout, correction of previous service), the agreement is extended until the date on which the employee becomes eligible for retirement.

#### **2) Duration of the agreement and amount of work**

- a) The agreement is for a minimum of twelve (12) months and a maximum of sixty (60) months.
- b) Phased retirement must be requested in writing at least ninety (90) days before the start of the agreement; the request must also stipulate the length of the agreement.
- c) The percentage of time worked must be at least forty per cent (40%) and no more than eighty per cent (80%) of the time worked by a full-time employee, on an annual basis.
- d) The amount and arrangement of time worked must be agreed upon by the employee and employer and may vary over the duration of the agreement. Moreover, during the agreement

the employer and the employee may agree to modify the arrangement and percentage of time worked.

e) The agreement between the employee and the employer is recorded in writing and a copy given to the union.

### **3) Rights and benefits**

a) For the duration of the agreement, the employee is remunerated in proportion to the amount of time worked.

b) An employee continues to accumulate seniority as if they were not participating in the program.

For a part-time employee, the reference period for calculating seniority is the weekly average number of days of seniority accumulated during their last fifty-two (52) weeks of service or since they began working, whichever date is the closest to the start of the agreement.

c) For the purposes of determining pension eligibility and calculating the amount of pension benefits, an employee is credited with the full-time or part-time service that they performed before the start of the agreement.

d) For the duration of the agreement, the employee and the employer pay contributions to the pension plan on the basis of the evolving pensionable earnings and the amount of work (full-time or part-time) that the employee performed before the start of the agreement.

e) Should the employee become disabled during the course of the agreement, they benefit from a waiver on contributions to the pension plan on the basis of the evolving pensionable earnings and the amount of work (full-time or part-time) performed before the start of the agreement.

During a period of disability, the employee receives disability insurance benefits calculated according to the arrangement and annual percentage of work agreed upon, without extending beyond the date on which the agreement ends.

f) In accordance with clause 23.28, days of sick leave credited to an employee may be used in the framework of the agreement to exempt the employee from some or all of the work to be done under the agreement for a number of days equal to the number of sick days credited to the employee.

g) For the duration of the agreement, the employee benefits from the basic life insurance plan that they had before the start of the agreement.

h) The employer continues to pay its premium for the basic health insurance plan corresponding to what it paid before the start of the agreement, providing that the employee pays their share.

### **4) Voluntary transfer**

When an employee benefiting from the phased retirement program is voluntarily transferred, the employee and the employer meet to agree on whether or not to continue the agreement and on any modifications to be made to it. Should they fail to agree, the agreement is terminated.

## 5) **Bumping or layoff**

For the purpose of applying the bumping procedure, when an employee's position is abolished or the employee is bumped, the employee is deemed to be performing the amount of work (full-time or part-time) normally provided for the position. They continue to benefit from the phased retirement program.

In the case of an employee who has job security and is laid off, the layoff does not have any effect on the agreement; it continues to apply during the layoff.

## 6) **Termination of the agreement**

The agreement is terminated in the following cases:

- retirement;
- death;
- resignation;
- dismissal;
- withdrawal with the employer's consent;
- disability for more than three (3) years if the employee was eligible for disability insurance during the first two (2) years of the disability.

In these cases as well as in those provided in paragraph 24.04 4), the service credited under the agreement is preserved; unpaid contributions, if any, with accrued interest, remain in their file.

**24.05** Unless otherwise provided in the preceding clauses, an employee benefiting from the phased retirement program is governed by the rules of the collective agreement applying to part-time employees.

## ARTICLE 25

### BENEFITS

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**25.01** The employer gives employees:

- 1- five (5) calendar days of leave for the death of their spouse, dependent child or minor child who is not a dependant;
- 2- three (3) calendar days of leave for the death of the following family members: father, mother, brother, sister, children (with the exception of those covered by the preceding paragraph), father-in-law, mother-in-law, son-in-law, or daughter-in-law;
- 3- one (1) calendar day of leave for the death of their spouse's child, with the exception of those covered by paragraph 25.01-1, sister-in-law, brother-in-law, grand-parents or grandchildren.

In the event of a death covered by the preceding paragraphs, the employee is entitled to one (1) additional day for travel if the funeral takes place two hundred and forty (240) kilometres or more from their home.

**25.02** The leave under paragraph 25.01-1 is calculated from the date of the death.

Leave under paragraph 25.01-2 is taken continuously between the date of the death and the date of the funeral.

Leave under paragraph 25.01-3 is taken the day of the funeral.

Despite the preceding, an employee may use one of the days of leave under paragraph 25.01-1, 25.01-2 or 25.01-3 to attend the burial or cremation when one of these events takes place outside the period of time provided.

**25.03** For the calendar days of leave mentioned in clause 25.01, an employee receives remuneration equal to what they would have received had they been at work, unless those days coincide with any other leave provided in this collective agreement.

**25.04** In all cases, the employee notifies their immediate supervisor or the personnel manager, and at the latter's request submits proof of or attestation to these facts.

**25.05** An employee who is summoned for jury duty or as a witness in a court case in which they are not one of the interested parties receives the difference between their regular pay and the allowance paid by the court for the period of juror or witness duty.

In the case of civil proceedings against an employee in the framework of the normal performance of their duties, the employee does not suffer any loss of regular pay for the time they are required to be in court.

**25.06** Upon request at least four (4) weeks in advance, an employee is entitled to one (1) week of paid leave for their marriage.

An employee who holds a part-time position is entitled to the week of paid leave in proportion to the number of days provided for the position that they hold. If the employee has an assignment on the date they go on leave, the leave is paid in proportion to the number of days scheduled for the assignment on that date plus, if applicable, the number of days of the position that they hold if they have not temporarily left their position. Other part-time employees are entitled to this paid leave in proportion to the number of days scheduled for the assignment held on the date they go on leave.

**25.07** An employee is entitled to two (2) fifteen (15)-minute rest periods per day of work.

**25.08** An employee may, after having notified their employer as quickly as possible, take up to ten (10) days of time off work without pay per year to meet obligations related to the care, health or education of their child or their spouse's child, or because of the health of their spouse, father, mother, brother, sister or grandparent.

Days used for this purpose are deducted from the employee's annual bank of sick leave or taken as leave without pay, at the employee's discretion.

This leave may also be split into half days if the employer agrees.

**25.09** An employee may take time off work under Sections 79.8 to 79.15 of the *Act respecting labour standards* (CQLR c N-1.1) by informing the employer of the reasons for their absence as soon as possible and providing proof justifying the absence.

During this leave without pay, an employee accumulates seniority and experience. They continue to participate in the basic health insurance plan, paying their share of premiums. They may also continue to participate in applicable optional insurance plans by requesting it at the start of the leave and paying the full cost of the premiums.

At the end of this leave without pay, the employee may return to their position or a position they have obtained at their request in accordance with the provisions of the collective agreement, as the case may be. If the position has been abolished, or if they have been bumped, the employee is entitled to the benefits they would have had if they had been at work at the time.

Similarly, upon returning from leave without pay, an employee who does not hold a position returns to the assignment that they had when they went on leave if the assignment is still in progress after the end of the leave.

If the assignment is finished, the employee is entitled to any other assignment in accordance with the provisions of the collective agreement.

## ARTICLE 26

### MEALS

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**26.01** When meals are served to users at an employee's workplace or when an employee can reach the institution to have their meals within the period of time provided for this purpose, the employer provides them with a suitable meal when the meal(s) are part of their work schedule.

An employee who receives a meal allowance instead of the meal provided in this clause because of their work location continues to receive it unless the employer is able to replace it otherwise.

Meals are priced by item, but the price of a full meal must not exceed:

breakfast:	\$1.99
lunch:	\$4.52
supper:	\$4.52

On April 1 of each year, the cost of meals is increased by the percentage increase in rates of pay and pay scales set out in clause 8.31 of the collective agreement.

An employee may bring their own meal and eat it in an appropriate place designated for this purpose by the employer.

It is agreed that there will not be any acquired privileges for employees who used to pay less than the rates stipulated above.

In institutions where higher prices were in effect before this collective agreement comes in force, the higher prices will continue to apply for the duration of this collective agreement for all the employees of these institutions.

**26.02** The employer also provides a meal to an employee working on the night shift.

## ARTICLE 27

### TRAVEL ALLOWANCES

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**27.01** When an employee must perform their duties outside the institution at the employer's request, they are entitled to reimbursement of travel expenses in accordance with following terms.

#### **Automobile expenses**

When employees use their own automobile, they receive:

- i) for the first 8,000 km in one year: \$0.430 per km;
- ii) for every kilometre above 8,000 km in the same year: \$0.375 per km.

An amount of \$0.108 is added to the stipulated allowances for kilometres driven on gravel roads.

If an employee does not use their own vehicle, the employer reimburses expenses incurred by the employee in accordance with conditions established locally.

Tolls and parking expenses incurred by an employee during work-related travel are reimbursed.

**27.02** In addition to the compensation provided by the general plan, an employee who is required by their employer to use an automobile and who uses their own automobile regularly for this purpose during the year and drives less than 8,000 km is entitled to receive compensation equal to \$0.08 per km between the kilometres actually covered and 8,000 km, payable at the end of the year.

#### **27.03 Meals**

During travel, an employee is entitled to the following meal expenses, in accordance with conditions agreed upon locally:

breakfast:	\$10.40
lunch:	\$14.30
supper:	\$21.55

#### **Accommodations**

**27.04** If an employee must stay in a hotel in the performance of their duties, they are entitled to reimbursement of actual and reasonable expenses incurred, plus a daily allowance of \$5.85.

**27.05** When an employee stays with a relative or a friend in the performance of their duties, they are entitled to a reimbursement of \$22.25.

**27.06** An employee who is required by the employer to use an automobile and who uses their own automobile for this purpose may be reimbursed the amount of the annual premium upon presenting proof of payment of a business insurance premium for the use of their personal automobile for work for the employer.

The business insurance policy must include all the necessary riders, including those permitting transportation of passengers for business purposes, and must not be cancelled before its expiry date unless the employer is notified in advance.

**27.07** If, during the life of this collective agreement, government regulations authorize rates higher than those provided in clauses 27.01 to 27.06 for employees covered by this collective agreement, the employer undertakes to adjust the rates provided in clauses 27.01 to 27.06 within thirty (30) days.



## ARTICLE 28

### VESTED BENEFITS OR PRIVILEGES

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**28.01** Any benefits or privileges related to a matter defined as being subject to stipulations to be negotiated and agreed upon at the national level under the terms of the *Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors* (CQLR c R-8.2) acquired by an employee before December 15, 2005 and that are superior to the stipulations of this collective agreement are maintained for the sole benefit of that employee.

Despite any provision in this collective agreement, no departure from the *List of job titles, job descriptions and salary rates and scales in the health and social services network* can constitute an acquired benefit or privilege or be invoked as such by an employee.

**28.02** Provisions from previous collective agreements that are superior to the provisions of this collective agreement cannot be invoked as vested benefits or privileges.

## ARTICLE 29

### CONTRACTING OUT (CONTRACT FOR SERVICES)

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**29.01** Any contract between the employer and a third party as well as any public-private partnership contract whose effect is to take away directly or indirectly some or all of the work done by employees covered by the bargaining unit obligates the employer toward the union and the employees as follows.

1- The union must first be given the opportunity to examine the economic and other bases of the institution's project, and the employer meets with the union within a period of no more than sixty (60) days to give the latter the opportunity to propose an alternative, suggestion or modification that can ensure the achievement of the goals pursued by the institution while complying with the project's parameters. The employer and the union may agree in writing to extend this period.

The institution provides the union with the relevant information to enable it to do a full analysis of the project.

The sixty (60)-day period provided above begins on the date the union receives the information mentioned in the preceding paragraph.

The provisions of this paragraph also apply to the renewal of a contract.

2- The employer notifies the third party of the existence of the bargaining unit, the collective agreement and its contents.

3- The employer does not proceed with any layoffs or dismissals arising directly or indirectly from such a contract.

4- Any change in the working conditions of an employee affected as a result of such a contract must be made in accordance with the provisions of this collective agreement.

5- The employer sends the union a copy of any such contract within thirty (30) days of when it is signed.

**29.02** The employer agrees that the termination of a contract for services (contracting out) may not be motivated or mainly caused by a sub-contractor's employees exercising any of their rights whatsoever under the *Labour Code* (CQLR c C-27).

**29.03** In the case of work performed by employees in housekeeping, food (kitchen and cafeteria) or nursing services, contracts for services to be awarded or renewed by the employer must stipulate that rates of pay and benefits for the employees of a subcontractor working on the employer's premises must be generally comparable to market rates in the hospital sector for the same job titles.

The rates of pay and benefits of employees of a subcontractor whose rates of pay and benefits are determined by collective agreement are presumed to be generally comparable.

Moreover, the employer will not award, renew or terminate any contract for services (contracting out) in housekeeping, food (kitchen and cafeteria) or nursing services without notifying the union at least thirty (30) days in advance.

## **Calls for tenders**

**29.04** The employer informs the union of any call for tenders made by the institution that would have the effect of directly or indirectly taking away some or all of the work done by employees in the bargaining union at least thirty (30) days before the notice of the call for tenders is published.

## ARTICLE 30

### HEALTH AND SAFETY

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**30.01** The employer takes the necessary steps to eliminate any hazard to employees' health, safety or physical well-being at the source, with the union's co-operation.

The employer commits to maintaining health and safety conditions that comply with existing laws and regulations.

#### **Joint committee**

**30.02** A joint local health and safety committee is established to examine problems specific to the institution and make recommendations to the employer on any matter related to occupational health and safety.

Terms and conditions for representation on the committee and operating procedures are established in local arrangements.

The committee's role is to:

1. agree on methods for workplace inspection;
2. identify situations that can be sources of hazards for employees;
3. gather useful information concerning accidents that occur;
4. recommend any measure deemed useful for remedying problems that it identifies;
5. receive and examine reports of inspections done in the institution;
6. recommend personal protective devices and equipment that both comply with regulations and are adapted to the needs of the institution's employees;
7. receive and examine statistical reports on work-related accidents and occupational diseases;
8. recommend priorities for action on occupational health and safety to the employer for the purposes of the action plan;
9. inform employees on any topic that the committee deems relevant.

The parties may agree in local arrangements to give the committee any other role.

**30.03** The employer give the union a copy of the form required by the Commission des normes, de l'équité, de la santé et de la sécurité du travail (CNESST) when it reports an industrial accident or occupational disease resulting in time off work.

**30.04** Employees delegated by the Fédération de la santé et des services sociaux – CSN (FSSS-CSN) are given leave with no loss of pay to attend meetings of the Association paritaire pour la santé et la sécurité du travail du secteur des affaires sociales (committees, general meetings, board of directors).

An employee is given leave with no loss of pay for the hearing on their case by the appeal bodies provided for in the *Act respecting industrial accidents and occupational diseases* (CQLR c A-3.001) (including the BEM – the office of medical examiners), for an employment injury within the meaning of this Act that occurs with their employer.

**30.05** Any examination, immunization or treatment of an employee required by the employer takes place during working hours at no cost to the employee.

Any such examination, immunization or treatment required by the employer must be related to the work to be performed or necessary to protect employees.

An employee who is a healthy germ-carrier and who is relieved of their work on the recommendation of the staff health office or the physician designated by the employer may be reassigned to a position for which they meet the normal requirements of the job (taking into account the sectors of work established in clause 15.05).

If such a reassignment is impossible due to a lack of available positions in the same sector of work, the employee does not incur any loss of pay or any deduction from their bank of sick leave. The employer may, however, submit the case to the CNESST, without prejudice to the employee.

**30.06** Any employee exposed to radiation through their work undergoes a blood analysis (complete cytology) every three (3) months, during their working hours and at no cost to them. In cases where the norms of the International Commission on Radiological Protection have been exceeded, the employee also undergoes a chromosomal test.

When an anomaly is detected, the results of the analysis are transmitted to the head of the staff health service and the chief radiologist, as well as to the employee concerned. Depersonalized annual statistics are sent to the union.

Any blood (or chromosomal) anomaly detected in an employee is investigated without delay by a haematologist or a physician competent in the field in order to discover the cause.

**30.07** The quantity of radiation received must be counted rigorously. The result of the radiation counts is posted every month in the radiology service.

In order to obtain as accurate a record as possible of the quantity of radiation received, each employee agrees to wear a dosimeter.

**30.08** In order to ensure the safety of users and employees, the employer undertakes to comply with the standards of Health Canada, Radiation Protection Division.

If an employee's personal dosimeter reveals that excessive doses have been received due to defective or improperly functioning radiology equipment, the institution implements corrective measures without delay and upon request supplies the union with information to this effect.

**30.09** If the personal dosimeter reveals that an employee has received excessive doses, the employer must give the employee time off work. This leave in no way affects the employee's annual vacation or sick leave. During this time off work, the employee receives remuneration equal to what they would receive if they were at work.

**30.10** The employer gives an employee who requests it a copy of the federal radiation exposure report for their personal dosimeter.

**30.11** A pregnant employee exposed to radiation may leave their work at any time during their pregnancy.

**30.12** When an employee deems that a user may constitute an immediate or potential hazard to people around them, they report the situation to their immediate supervisor. In light of the facts stated in the employee's report, authorities immediately take whatever steps are necessary.

## ARTICLE 31

### **PROCEDURE FOR MODIFYING *THE LIST OF JOB TITLES, JOB DESCRIPTIONS AND SALARY RATES AND SCALES***

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#### **General provisions**

**31.01** Any change to the *List of job titles, job descriptions and salary rates and scales* is made in accordance with the following procedure.

**31.02** Only the Ministère de la Santé et des Services sociaux (MSSS) is authorized to abolish or modify a job title on the list or to create a new one.

**31.03** A union or a union group or an employer may also ask for a change to the *List of job titles and job descriptions*. To do so, they must send a written request to the MSSS, with reasons, using the form provided for this.

Unless the request is made jointly, a copy is sent to the other party.

The MSSS informs union groups of any request for changes that it receives.

**31.04** A job title may only be created if the MSSS determines that:

- the main duties of a job are not found in any of the job descriptions of job titles on the *List of job titles*;
- significant modifications are made to the main duties of a job title already on the *List of job titles*.

In all cases, the main duties of a job title must be permanent duties.

**31.05** The MSSS informs the applicant and the union groups of its decision to go ahead or not with any request for a change to the *List of job titles and job descriptions*.

For the purposes of this procedure, the union groups are the following nine (9) union organizations: APTS, FP-CSN, FSSS-CSN, FSQ-CSQ, F4S-CSQ, FIQ, CSD, CUPE-FTQ and SQEES-298-FTQ.

Each union group is responsible for providing the MSSS with contact information for the person designated to receive information from the MSSS.

#### **Consultations on proposed changes**

**31.06** If the MSSS wishes to make changes to the *List of job titles and job descriptions* during the life of this collective agreement, it informs each of the union groups in writing. The notice given by the MSSS must include a detailed description of the proposed change.

If the MSSS decides not to go ahead with a proposed change to the *List of job titles and job descriptions* following a request made under clause 31.03, it informs the union groups and local parties concerned.

**31.07** Union groups have ninety (90) days from receiving proposed changes to the *List of job titles and job descriptions* to submit their opinion to the MSSS in writing.

**31.08** Upon written request from a union group, the MSSS calls a meeting of union groups and representatives of the MSSS for the purpose of exchanging information about a proposed change. The meeting must take place within thirty (30) days of receiving the opinion. The MSSS may also call such a meeting on its own initiative.

**31.09** At the end of the period set out in clause 31.07, the MSSS informs the union groups of its decision.

### **National Jobs Committee**

**31.10** A National Jobs Committee is created within ninety (90) days of the date this collective agreement comes into force.

**31.11** The committee is composed of six (6) representatives of the employer party, and for the union party two (2) representatives each for CSN and FIQ unions and a maximum of two (2) representatives for each of the following unions: CSQ, APTS and FTQ.

Each party appoint a secretary, and all communications from one party to the other go through these secretaries.

**31.12** The committee meets at the request of either party made by written notice through its secretary. The meeting must take place within ten (10) days of receiving the notice.

**31.13** The committee's mandate is to determine the proper ranking for any new job title referred to the committee by the MSSS, or for any existing job title for which the MSSS changes the academic requirements.

To do so, the committee uses the existing job evaluation system and determines the valuation scores for each sub-factor.

**31.14** The committee must decide that all relevant information is available before initiating discussions concerning the new job title and the value of its related duties.

If applicable, the committee may, for the purpose of evaluating duties, use significant benchmark or reference jobs or reference characteristics agreed upon by the parties, as well as the value determination system guidelines. The committee members must take into account previous applications of the value determination system for other job classes under the terms of the *Pay Equity Act* (CQLR c E-12.001).

**31.15** If the parties agree on the valuation of every sub-factor, the pay rate or scale for the new job title is the reference rate or scale of the corresponding ranking, as determined by the Conseil du trésor or, if it is completed, by the pay equity program that covers the evaluated job title.

**31.16** Any agreement at the National Jobs Committee level is final and binding.

**31.17** If the parties do not agree on the scores for the value determination system sub-factors within ninety (90) days of the finding provided for in clause 31.14, the determination of the scores for the sub-factors at issue is submitted to arbitration along with a summary of the representations made by each party.



## **Arbitration procedure**

**31.18** The parties try to agree on the appointment of an arbitrator who specialises in job valuation. Failing agreement within thirty (30) days, one of the parties asks the Minister responsible for Labour to appoint a specialized arbitrator.

**31.19** Each party appoints its own assessor and pays their fees and expenses.

**31.20** The arbitrator's authority is limited to the application of the value determination system to the sub-factors at issue and the evidence submitted. The arbitrator does not have the authority to modify the job value determination system, its guidelines, the reference rates and scales or other tools used to value duties.

For the purpose of comparing valuation scores, the arbitrator must take into consideration how they have been applied to other job classes.

**31.21** The ranking for the job evaluated corresponds to the scores of the sub-factors on which there is consensus within the National Jobs Committee plus those determined by the arbitrator.

**31.22** The pay rate or scale applicable for the new job title is the reference rate or scale of the corresponding ranking, as determined by the Conseil du trésor or, if it is completed, by the pay equity program that covers the evaluated job title.

**31.23** If it is established in arbitration that one or more duties do not appear in the job description even though employees were and still are required to perform them, the arbitrator may decide to include these duties in the job description in order to exercise their authority under clause 31.20.

**31.24** The arbitrator's decision is final and binding upon the parties. The arbitrator's fees and expenses are borne equally by the parties.

## **Change in pay following reclassification**

**31.25** If applicable, the pay adjustment for a person who is reclassified under the terms of this article is determined by the provisions of this collective agreement and is retroactive to the date the employee started performing the duties of the new job title or, at the earliest, the effective date provided in clause 31.06.

**31.26** Payment is made within ninety (90) days of agreement between the parties or the arbitration award.

## **Modifications to the *List of job titles***

**31.27** When changes are made to the *List of job titles* under the terms of this article, the Ministère de la Santé et des Services sociaux (MSSS) notifies the national parties. These modifications are effective on the date of the notice.

## **ARTICLE 32**

### **LIABILITY INSURANCE**

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**32.01** Except in cases of gross negligence, the employer undertakes to protect employees who might incur civil liability because of performing their duties with a civil liability insurance policy.

If it does not take out a liability insurance policy, the employer then assumes responsibility for defending the employee, except in cases of gross negligence, and agrees not to file any claim against the latter in this respect.

**32.02** Upon request, the employer provide the union with a copy of the section of the liability insurance policy concerning the civil liability of employees as attendants in the institution.

## ARTICLE 33

### PERMANENT NEGOTIATING MECHANISM

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**33.01** In order to settle any problems related to working conditions, including problems in implementing and interpreting the collective agreement, the negotiating parties agree to strike a permanent national negotiating committee.

**33.02** The committee is composed of three (3) representatives of the Comité patronal de négociation du secteur de la santé et des services sociaux (CPNSSS), including one (1) representative from the Ministère de la Santé et des Services sociaux (MSSS), on the one hand, and of three (3) representatives from the Fédération de la santé et des services sociaux – CSN (FSSS-CSN), on the other.

**33.03** Either party sends the other a brief written summary of the problem or problems it wishes to submit to the committee for negotiation, as well as the names of its representatives.

The parties must meet within twenty (20) days of receiving this request.

**33.04** Employees representing the FSSS-CSN are given leave with no loss of pay for the purpose of attending bargaining sessions between the parties.

**33.05** The parties have a maximum of ninety (90) days in which to find a solution or solutions to the problems raised.

**33.06** Any agreement between the parties that modifies the collective agreement is filed with the Tribunal administratif du travail.

**33.07** If there is no agreement between the parties, they may agree on any mechanism which would enable them eventually to settle the problem or problems. When such a disagreement occurs on a modification to be made to the collective agreement and there is also disagreement on the mechanism to be used to reach a settlement, the parties refer the matter to the next round of collective bargaining.

## **ARTICLE 34**

### **LEAVE WITH DEFERRED PAY PLAN**

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#### **34.01 Definition**

The purpose of the leave with deferred pay plan is to enable an employee to spread their pay over a defined period of time in order to take leave. The purpose is not to provide benefits at the time of retirement or to defer income taxes.

This plan includes a period during which an employee contributes on the one hand, and a period of leave on the other.

#### **34.02 Duration of the plan**

The duration of a leave with deferred pay plan may be two (2), three (3), four (4) or five (5) years, unless it is extended as a result of the application of paragraphs f, g, j, k, or l of clause 34.06. The duration of a plan, including the extensions, may in no case exceed seven (7) years, however.

#### **34.03 Length of the leave**

The length of the leave may be from six (6) to twelve (12) consecutive months, as provided in paragraph a) of clause 34.06, and may not be interrupted for any reason whatsoever.

An employee may also use a plan involving three (3), four (4) or five (5) months of leave when such a plan is intended to enable the employee to pursue full-time studies at an educational institution recognized under the *Income Tax Act* (RSC, 1985, c. 1 ) 5<sup>th</sup> supp.). Such leave can only be taken in the last three (3), four (4) or five (5) months of the plan.

The leave must begin no later than the end of a maximum of six (6) years after the date on which the plan begins. Otherwise, the relevant provisions of paragraph n) in clause 34.06 apply.

Except for what is provided in this article, during leave an employee is not entitled to the benefits of the collective agreement in force in the institution, just as if they were not employed by the institution, subject to their right to claim benefits acquired previously and the provisions of Articles 10 and 11.

During this leave, an employee may not receive any remuneration from the employer or from another person or corporation with which the employer is not at arm's length, other than the amount corresponding to the percentage of their pay as provided in paragraph a) of clause 34.06 plus, if applicable, the amounts that the employer is required to pay under clause 34.06 for benefits.

#### **34.04 Conditions of eligibility**

An employee is entitled to a leave with deferred pay plan after a request to the employer, who cannot refuse without a valid reason. The employee must meet the following conditions:

- a) hold a position;
- b) have completed two (2) years of service;
- c) submit a written request specifying:

- the length of participation in the leave with deferred pay plan;
- the length of the leave;
- when the leave will be taken.

These terms must be agreed upon and recorded in the form of a written contract with the employer, which also include the provisions of this plan;

d) not be on disability leave or leave without pay at the time the contract comes into force.

### 34.05 Return to work

When the leave expires, the employee may resume their position with their employer. If, however, the position the employee held at the time they went on leave is no longer available, the employee must use the provisions on the bumping and/or layoff procedure under Article 14.

At the end of their leave, the employee remains in the service of the employer for a length of time at least equal to the length of their leave.

### 34.06 Terms and conditions of application

#### a) Pay

During each of the years covered by the plan, the employee receives a percentage of the pay on the applicable pay scale that they would receive if they were not participating in the plan including, if applicable, responsibility premiums and the additional remuneration provided in Article 4 of Appendix B, Article 5 of Appendix D or Article 2 of Appendix O. The applicable percentage is determined by the following chart:

Length of the leave	Duration of the plan			
	2 YEARS %	3 YEARS %	4 YEARS %	5 YEARS %
3 months	87.50	91.67	N/A	N/A
4 months	83.33	88.89	91.67	N/A
5 months	79.17	86.11	89.58	91.67
6 months	75.00	83.34	87.50	90.00
7 months	70.80	80.53	85.40	88.32
8 months	N/A	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	N/A	77.07	81.66
12 months	N/A	N/A	75.00	80.00

Other premiums are paid to the employee in accordance with the clauses of the collective agreement providing they are normally entitled to them, just as if they were not participating in the plan. During the period of leave, however, the employee is not entitled to these premiums.

#### b) Pension plan

For the purpose of applying pension plans, each year of participation in the leave with deferred pay plan, excluding the suspensions provided for in this article, is deemed to equal one (1) year of service, and the average pay is established on the basis of the pay that the employee would receive if they were not participating in the leave with deferred pay plan.

For the duration of the plan, the employee's contributions to the pension plan are calculated on the basis of the percentage of the pay they receive in accordance with 34.06 a).

**c) Seniority**

During the period of leave, the employee retains and accumulates seniority.

**d) Annual vacation leave**

During the period of leave, the employee is deemed to be accumulating service for the purpose of annual vacation leave.

For the duration of the plan, annual vacation leave is remunerated in accordance with the percentage of pay provided in paragraph a) of clause 34.06.

If the length of leave is one (1) year, the employee deemed to have taken the annual quantum of the paid vacation leave to which they are entitled. If the length of leave is less than one (1) year, the employee is deemed to have taken the annual quantum of paid vacation leave to which they are entitled prorated to the length of the leave.

For vacation leave other than that deemed to have been taken under the previous sub-paragraph, the employee indicates their choice of vacation dates in accordance with the provisions of the collective agreement.

**e) Sick leave**

During the period of leave, the employee is deemed to accumulate days of sick leave.

For the duration of the plan, days of used or unused sick leave are remunerated in accordance with the percentage provided in paragraph a) of clause 34.06.

**f) Disability insurance**

If a disability occurs during the leave with deferred pay plan, the following provisions apply.

1- If the disability occurs during the period of leave, it is presumed not to have occurred.

If the employee is still disabled at the end of the leave, and after exhausting the prescribed waiting period, they receive disability insurance benefits equal to eighty per cent (80%) of the percentage of their pay as provided in paragraph a) of clause 34.06 for as long as they are eligible under clause 23.17. If the person is still disabled on the date the contract ends, the full amount of disability insurance benefits applies.

2- If the disability occurs before the period of leave is taken, the employee may make one of the following choices.

- They may continue to participate in the plan. In such a case, after exhausting the prescribed waiting period, they receive disability insurance benefits equal to eighty per cent (80%) of their pay as provided in paragraph a) of clause 34.06 for as long as they are eligible under clause 23.17.

If the employee is disabled at the beginning of their period of leave and the end of their leave coincides with the scheduled end of the plan, they may interrupt their participation in it until the end of their disability. During this period of interruption the employee receives full disability insurance benefits for as long as they are eligible under clause 23.17, and they begin their leave on the day on which their disability ends;

- They may suspend participation in the plan. In such a case, after exhausting the prescribed waiting period, they receive full disability insurance benefits for as long as they are eligible under clause 23.17. Upon their return to work, participation in the plan is extended for a length of time equal to their disability.

If the disability continues until the time when the leave was to begin, the employee may postpone their leave until they are no longer disabled.

3- If the disability occurs after the period of leave, the employee, after exhausting the prescribed waiting period, receives disability insurance benefits equal to eighty per cent (80%) of the percentage of their pay as provided in paragraph a) of clause 34.06 for as long as they are eligible under clause 23.17. If the employee remains disabled at the end of the plan, they receive full disability insurance benefits.

4- If the employee remains disabled after the expiry of the time limit provided in paragraph 5 of clause 12.11, the contract becomes void and the following provisions apply:

- If the employee has already taken the leave, the pay that has been overpaid is not repayable and one (1) year of service for the purpose of participation in the pension plan is credited for each year of participation in the leave with deferred pay plan.
- If the employee has not already taken the leave, the contributions withheld on their pay are reimbursed without interest and without being subject to contributions to the pension plan.

5- Despite the second (2nd) and third (3rd) sub-paragraphs of this paragraph, a part-time employee's contributions to the plan are suspended during a disability, and after exhausting the prescribed waiting period, they receive full disability insurance benefits as long as they are eligible under clause 23.17. The employee may then make one of the following choices:

- They may suspend participation in the plan. Upon their return to work, their participation is extended for a length of time equal to the duration of their disability.
- If they do not wish to suspend their participation in the plan, the disability period is then considered as a period of participation in the plan for the purposes of paragraph q).

For the purpose of applying this paragraph, an employee disabled by an employment injury is deemed to be receiving disability insurance benefits.

#### **g) Leave or absence without pay**

For the duration of the plan, an employee who is on leave or absence without pay has their participation in the leave with deferred pay plan suspended. When they return to work, their participation is extended for a length of time equal to the length of their leave or absence without pay.

In the case of part-time leave without pay, the employee receives the pay for the time worked that they would have received if they had not participated in the plan.

However, leave or absence without pay of one (1) year or more, with the exception of that provided in clause 22.27, amounts to a withdrawal from the plan, and the provisions of paragraph n) apply.

#### **h) Leave with pay**

For the duration of the plan, leave with pay not provided for in this article is remunerated at the percentage of pay provided in paragraph a) of clause 34.06.

Leave with pay occurring during the period of leave is deemed to have been taken.

#### **i) Floating days off**

During the period of leave, the employee is deemed to accumulate service for the purpose of floating days off.

For the duration of the plan, floating days off are remunerated at the percentage of pay provided in paragraph a) of 34.06.

If the length of the leave is one (1) year, the employee is deemed to have taken the annual quantum of floating days off to which they are entitled. If the length of the leave is less than one (1) year, the employee is deemed to have taken the annual quantum of floating days off to which they are entitled prorated to the length of the leave.

#### **j) Maternity, paternity or adoption leave**

If the maternity leave occurs during the contributions period, participation in the leave with deferred pay plan is suspended. When the employee returns to work, participation in the plan is extended for a maximum of twenty-one (21) weeks. During maternity leave, benefits are based on the pay that would be paid if the employee were not participating in the plan.

If paternity or adoption leave occurs during the contributions period, participation in the leave with deferred pay plan is suspended. When the employee returns to work, their participation in the plan is extended for a maximum of five (5) weeks. During paternity or adoption leave, benefits are based on the pay that would be paid if the employee were not participating in the plan.

#### **k) Protective leave**

For the duration of the plan, an employee who takes protective leave has their participation in the leave with deferred pay plan suspended. When they return to work, their participation is extended for a length of time equal to the length of the protective leave.

#### **l) Professional development**

For the duration of the plan, an employee who benefits from leave for the purpose of professional development has their participation in the leave with deferred pay plan suspended. When they return to work, their participation in the plan is extended for a length of time equal to the length of this leave.



### **m) Layoff**

If the employee is laid off, the contract ends on the date of the layoff and the provisions of paragraph n) apply.

However, an employee does not lose any rights with respect to their pension plan. Thus, one year of service is credited for each year of participation in the leave with deferred pay plan and the pay that has not been paid is reimbursed without interest and without being subject to contributions to the pension plan.

A laid-off employee who benefits from job security under clause 15.03 continues to participate in the leave with deferred pay plan as long as they are not reassigned to another institution by the Service national de main-d'oeuvre (SNMO). From that date on, the provisions of the two (2) preceding subparagraphs apply to this employee. However, an employee who has already taken their leave continues to participate in the leave with deferred pay plan with the employer to whom they are reassigned by the SNMO. An employee who has not yet taken their leave may continue their participation in the plan subject to their new employer's agreement to the terms and conditions of the contract or, failing this, to them reaching an agreement with their new employer on another date for taking the leave.

### **n) Breach of contract because of termination of employment, retirement, withdrawal or expiry of the seven (7)-year time limit for the duration of the plan or the six (6)-year time limit for beginning the period of leave**

- 1- If the leave has been taken, the employee must reimburse, without interest, the pay received during the leave prorated to the period of time that remains in the plan in relation to the contributions period.
- 2- If the leave has not been taken, the employee is reimbursed (without interest) for an amount equal to the contributions withheld on their pay up until the date of the breach of contract.
- 3- If the leave is in progress, the amounts due by either party are calculated as follows: the amount received during the leave by the employee minus the amounts deducted from the pay of the employee in fulfilment of the contract. If the resulting balance is negative, the employer reimburses the balance (without interest) to the employee; if the balance is positive, the employee reimburses the balance to the employer (without interest).

For the purpose of the pension plan, the rights the employee would have had if they had never participated in the leave with deferred pay plan are recognized. Thus, if the leave has been taken, the contributions made during the leave are used to compensate for the missing contributions for the years worked so as to restore the pension credits lost during this period; the employee is able, however, to redeem the lost period of service on the same conditions as those applying to leave without pay provided for in the *Act respecting the Government and Public Employees Retirement Plan (RREGOP)* (CQLR c R-10).

Furthermore, if the leave has not been taken, the missing contributions needed to credit all the years worked are deducted from the reimbursement of contributions deducted from pay.

### **o) Breach of contract due to the employee's death**

If the employee dies during the plan, the contract ends on the date of death and the following

provisions apply:

- If the employee had already taken their leave, the contributions withheld on their pay are not refundable and one (1) year of service for the purpose of their participation in the pension plan is recognized for each year of participation in the leave with deferred pay plan.
- If the employee had not taken their leave, the contributions withheld on their pay are reimbursed without interest and without being subject to contributions for the purposes of the pension plan.

#### **p) Dismissal**

If the employee is dismissed during the plan, the contract is terminated on the date the dismissal takes effect. The provisions of paragraph n) apply.

#### **q) Part-time employee**

A part-time employee may participate in the leave with deferred pay plan. They may only take their leave during the last year of the plan, however.

Furthermore, the pay they receive during their leave is based on the average number of hours worked, excluding overtime, in the years of contributions preceding the leave.

The remuneration provided for in clauses 8.15 and 23.32 of the collective agreement and 4.03 of Appendix A are calculated and paid on the basis of the percentage of pay provided for in paragraph a) of clause 34.06.

#### **r) Change of status**

An employee whose status changes during their participation in the leave with deferred pay plan may make one of the following choices:

- 1- They may end their contract on the conditions provided for in paragraph n).
- 2- They may continue to participate in the plan and are then treated as a part-time employee.

However, a full-time employee who becomes a part-time employee after having taken their leave is deemed to still be a full-time employee for the purposes of determining their contributions to the leave with deferred pay plan.

#### **s) Group insurance plan**

During the leave, an employee continues to benefit from the basic life insurance plan and may maintain coverage under the insurance plans by paying all the necessary contributions and premiums themselves, in accordance with the clauses and stipulations of the insurance contract in force. However, subject to the provisions of clause 23.14, their participation in the basic health insurance plan is mandatory and they must pay the full amount of all the necessary contributions and premiums.

During the plan, insurable pay is what is provided in paragraph a) of clause 34.06. An employee may, however, maintain insurable pay based on the pay that would be paid if they were not participating in the plan by paying the extra part of the applicable premiums.

**t) Voluntary transfers**

An employee may apply for a position and obtain it in accordance with the provisions of the collective agreement, providing that the time left in their leave allows them to begin work within thirty (30) days of being appointed to the position.

## **ARTICLE 35**

### **TECHNOLOGICAL CHANGE**

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#### **Definition**

**35.01** A technological change is the introduction or addition of machinery, equipment or devices or modifications to them that have the effect of abolishing one (1) or more positions or significantly modifying the performance of an employee's duties or the knowledge required for the usual performance of their position.

#### **Notice**

**35.02** If a technological change is implemented that has the effect of abolishing one or more positions, the employer provides the union and the employee with at least four (4) months of written notice.

In the other cases provided for in clause 35.01, at least thirty (30) days of notice must be given.

**35.03** The notice to the union includes the following information:

- a) the nature of the technological change;
- b) the implementation schedule;
- c) the positions or job titles affected by the change and the foreseeable effects on the organization of work;
- d) the main technical characteristics of the new machinery, equipment or devices or the planned modifications, when these are available;
- e) all other pertinent information about the change.

#### **Meetings**

**35.04** In the case of technological changes that have the effect of abolishing one or more positions, the parties meet no more than thirty (30) days from when the union receives the notice, and subsequently at any other time they agree upon, to discuss the steps planned to implement the change, the foreseeable effects on the organization of work and alternatives likely to reduce the impact on the employees.

In cases of technological changes requiring human resources development activities for employees, the employer meets with the union at the latter's request to inform it of the terms and conditions of these activities.

#### **Retraining**

**35.05** An employee covered by clause 15.03 who is in fact laid off following the implementation of a technological change is eligible for retraining in accordance with the provisions of clause 15.17.

## **ARTICLE 36**

### **LABOUR RELATIONS COMMITTEE**

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**36.01** The local parties have sixty (60) days from the date the collective agreement comes into force to establish a labour relations committee. The committee's composition, role and operating procedures are decided in arrangements at the local level.

**36.02** Once a year, however, the labour relations committee must meet at least ninety (90) days before the adoption of the institution's annual budget to discuss annual plans for work to be contracted out.

## **ARTICLE 37**

### **LOCAL JOINT INTER-UNION COMMITTEE ON THE ORGANIZATION OF WORK**

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The local parties create a joint inter-union committee on the organization of work.

#### **COMMITTEE'S MANDATES**

The committee's mandates are to:

- become informed about organization of work projects, with access to all the relevant information;
- share committee members' concerns about these projects;
- examine ways of reducing difficulties.

The local parties agree on the projects to be addressed by the committee.

#### **COMMITTEE'S COMPOSITION AND OPERATING PROCEDURES**

Only the unions representing the employees concerned by a project attend a meeting on that project.

The committee's composition, role and operating procedures' are determined in local arrangements.

## ARTICLE 38

### DURATION AND RETROACTIVE EFFECT OF THE NATIONAL PROVISIONS OF THE COLLECTIVE AGREEMENT

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**38.01** Subject to clauses 38.03, 38.04 and 38.05, the national provisions of the collective agreement come into force on July 10, 2016 and remain in force until March 31, 2020.

**38.02** Subject to clauses 38.03, 38.04 and 38.05, the provisions of the previous collective agreement continue to apply until the date on which this collective agreement comes into force.

**38.03** The following provisions and the corresponding provisions in the appendices come into force as of April 1, 2016:

- 1- overtime;
- 2- premium for team leader and assistant team leader;
- 3- pay rates and scales, including job security benefits, disability insurance benefits, including those paid by the Commission des normes, de l'équité, de la santé et de la sécurité du travail (CNESST) and/or the Société d'assurance automobile du Québec (SAAQ), as well as sick days payable on December 15 of each year, parental rights allowances, the additional remuneration provided in Article 5 of Appendix D and Article 2 of Appendix O and the provisions on employees off the rate or off the scale;
- 4- pay supplement for replacing in various duties stipulated in Article 11 of Appendix D;
- 5- pay supplement of the rehabilitation instructor (specialized trades);
- 6- evening and night shift premiums stipulated in clause 9.05;
- 7- enhanced evening and night shift premiums stipulated in clause 9.06;
- 8- professional co-ordination premium;
- 9- split-shift premium;
- 10- premium for sorting soiled linen;
- 11- premium for operating an incinerator;
- 12- premium for orientation courses on dealing with psychiatric users;
- 13- psychiatry premium;
- 14- professional development premium for operating room technicians;
- 15- study incentive premium for educators;

- 16- clinical teaching premium (E.E.G., medical electro-physiology) provided in Article 8 of Appendix C;
- 17- premium for closed custody, intensive supervision and evaluation of reports concerning children and youth;
- 18- isolation and remoteness premium, as well as the retention premium;
- 19- weekend premium;
- 20- pay supplement for the certificate in refrigeration machinery (A-B);
- 21- pay supplement for a high-pressure welding certificate;
- 22- course on dealing with beneficiaries in chronic care;
- 23- pay supplement for nurse clinicians working in outposts or dispensaries;
- 24- stand-by duty premium provided for in clause 19.07;
- 25- critical care and enhanced critical care premiums;
- 26- shift rotation premium;
- 27- premium for orientation and clinical training;
- 28- premium applicable in the absence of overlapping periods between shifts stipulated in Article 5 of Letter of Agreement no. 43;
- 29- attraction and retention premium for biomedical engineering technicians, technical co-ordinators in biomedical engineering and industrial hygiene technicians.

### **Part-time employees**

For part-time employees, the amounts of retroactive pay stemming from the application of clause 38.03 include the adjustment of remuneration for sick leave, annual vacation leave and statutory holidays as well as that replacing floating days off in accordance with the percentage rates provided by the collective agreement. This adjustment is calculated on the portion of the retroactive amounts due to the adjustment of rates of pay and pay scales.

**38.04** The following provisions came into force as of April 1, 2015:

- 1- additional remuneration stipulated in paragraph A) of clause 8.32;
- 2- the letter of agreement on employees in the job title of psychologist;
- 3- the letter of agreement on employees working with clients presenting serious behavioural disorders;
- 4- the letter of agreement on employees working in an institution in the Far North;



5- the letter of agreement on employees working with clients in a residential and long-term care centre (CHSLD).

**38.05** The following provisions and the corresponding provisions in appendices come into force on the date the national provisions of the collective agreement are signed:

- 1- parental rights stipulated in Article 22;
- 2- regional disparities set out in Appendix H;
- 3- the premium paid to certain skilled worker job titles stipulated in Letter of Agreement no. 46.

**38.06** Payment of pay on the basis of the pay scales and of the premiums and supplements provided by the collective agreement begins no later than forty-five (45) days after the date on which the provisions of the collective agreement are signed.

**38.07** Subject to the provisions of clause 38.08, the retroactive amounts stemming from the application of clauses 38.03, 38.04 and 38.05 are payable no later than sixty (60) days after the date on which the collective agreement is signed.

Retroactive amounts are paid in a separate instalment, accompanied by a document explaining the details of the calculations.

**38.08** An employee whose employment ended between April 1, 2015 and payment of retroactivity has four (4) months from receiving the list mentioned in clause 38.09 to apply for payment of pay owing. If the employee has died, payment may be requested by their heirs or beneficiaries.

**38.09** The employer has three (3) months from the date on which the collective agreement comes into force to provide the union with a list of all employees who left their jobs after April 1, 2015, along with their last known address.

**38.10** The letters of agreement and appendices are an integral part of the collective agreement.

**38.11** Despite the provisions of clause 11.22 of the collective agreement, claims under clauses 38.03 and 38.04 may be accepted retroactively respectively to April 1, 2016 and April 1, 2015. Claims under clause 38.05 may be accepted retroactively to the date on which the national provisions of the collective agreement are signed.

**38.12** The collective agreement is deemed to remain in effect until a new collective agreement comes into force.

In witness whereof the national parties have signed this fourth (4<sup>th</sup>) day of July 2016.

**THE FÉDÉRATION DE LA SANTÉ ET DES  
SERVICES SOCIAUX (CSN)**

**THE COMITÉ PATRONAL DE NÉGOCIATION  
DU SECTEUR DE LA SANTÉ ET DES  
SERVICES SOCIAUX**

\_\_\_\_\_  
**Nadine Lambert**

\_\_\_\_\_  
**Marco Thibault**

\_\_\_\_\_  
**Guy Laurion**

\_\_\_\_\_  
**Yvan Gendron**

\_\_\_\_\_  
**Josée Marcotte**

\_\_\_\_\_  
**Mélanie Hillinger**

\_\_\_\_\_  
**Mélissa Gaouette**

\_\_\_\_\_  
**François Perron**

\_\_\_\_\_  
**Xavier M. Milton**

**THE MINISTRE DE LA SANTÉ ET DES  
SERVICES SOCIAUX**

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**Gaétan Barrette**



**PART II**  
**APPENDICES**

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## APPENDIX A

### SPECIAL CONDITIONS FOR EMPLOYEES OF PSYCHIATRIC HOSPITALS

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#### ARTICLE 1 PREVENTIVE MEASURES

**1.01** When an employee feels that a user may present an immediate or potential danger to those around them, they must report the fact to their immediate supervisor. A written copy of the report is placed in the employee's personal file.

**1.02** The authorities immediately take the necessary measures in light of the facts related in the employee's report.

#### ARTICLE 2 ORIENTATION COURSES ON DEALING WITH PSYCHIATRIC USERS

**2.01** Employees who take orientation courses on dealing with psychiatric users or equivalent courses and pass the examination receive a certificate attesting to their success and a weekly premium of:

Rate 2015-04-01 to 2016-03-31 (\$)	Rate 2016-04-01 to 2017-03-31 (\$)	Rate 2017-04-01 to 2018-03-31 (\$)	Rate 2018-04-01 to 2019-04-01 (\$)	Rate as of 2019-04-02 (\$)
11.18	11.35	11.55	11.78	12.02

If they do not pass the exam, they receive a weekly premium of:

Rate 2015-04-01 to 2016-03-31 (\$)	Rate 2016-04-01 to 2017-03-31 (\$)	Rate 2017-04-01 to 2018-03-31 (\$)	Rate 2018-04-01 to 2019-04-01 (\$)	Rate as of 2019-04-02 (\$)
8.66	8.79	8.94	9.12	9.30

**2.02** To be entitled to the premium, an employee who has attended fifty per cent (50%) of a course for nurses, nursing assistants, beneficiary attendants ("A" certification), child nurses or baby nurses given by a recognized institution but who has not completed the course may take the examination without being obliged to attend the course. If they fail the examination, they may, however, register for this course.

Certified or graduate employees in the job titles mentioned in the previous paragraph are not entitled to the premium. However, employees who already receive it continue to receive it for the duration of this collective agreement.

**2.03** The employer recognizes the courses given by other psychiatric institutions.

**2.04** The courses last for a minimum of sixty (60) hours and a maximum of seventy (70) hours.

**2.05** The course is divided as follows:

- fifty per cent (50%) general nursing care,

and

- fifty per cent (50%) psychiatric nursing care.

**2.06** Attendance at eighty per cent (80%) of the classes is required for admission to the examination. The examination is oral or written, at the employee's choice. It includes a practical test in all cases.

**2.07** The written or oral examination is based on a five hundred (500)-point system broken down as follows:

- 200 points for general nursing care;
- 200 points for psychiatric nursing care;
- 100 points for attendance at the course.

**2.08** Sixty per cent (60%) of total possible points is required in order to pass the examination.

**2.09** An employee who fails the examination is only entitled to take the examination again once at a subsequent session, in accordance with the procedure outlined above. In no case may an employee take the course a second time.

### **ARTICLE 3 PSYCHIATRY PREMIUM**

Except for employees in a psychiatric emergency department covered by the critical care or enhanced critical care premium provided for in clause 9.14, rehabilitation attendants, care attendants or employees assigned to supervise users are entitled to a weekly premium of:

<b>Rate 2015-04-01 to 2016-03-31 (\$)</b>	<b>Rate 2016-04-01 to 2017-03-31 (\$)</b>	<b>Rate 2017-04-01 to 2018-03-31 (\$)</b>	<b>Rate 2018-04-01 to 2019-04-01 (\$)</b>	<b>Rate as of 2019-04-02 (\$)</b>
18.65	18.93	19.26	19.65	20.04

This premium is distinct from the premium for training provided in Article 2 of this appendix.

### **ARTICLE 4 FLOATING DAYS OFF**

**4.01** On July 1 of each year, a full-time employee working in an institution listed in Article 6 or in the psychiatric department or wing or emergency department of the institutions listed in Article 5 is entitled to one-half day off per month worked, up to a maximum of five (5) days per year.

**4.02** An employee who leaves the assignment entitling them to these days off is paid for all days off thus acquired but not taken, in accordance with the remuneration they would receive if they took the days off at that time.

**4.03** A part-time employee is not entitled to these floating days off and instead receives monetary compensation for them with each pay cheque equal to 2.2% of:

- pay, premiums<sup>1</sup> and the additional remuneration provided in Article 4 of Appendix B, Article 5 of Appendix D or Article 2 of Appendix O;
- the pay that they would have received if they had not been absent on unpaid sick leave when scheduled to work in their position or on an assignment;
- the pay used to establish maternity, paternity, adoption or protective leave benefits. However, the amount calculated during protective leave is not paid with each pay period, but is accumulated and paid at the same time as vacation pay.

## **ARTICLE 5 DEFINITION OF A PSYCHIATRIC WING, DEPARTMENT OR EMERGENCY DEPARTMENT**

**5.01** The provisions of Articles 1, 3 and 4 of this appendix apply to structured psychiatric wings or departments in general hospitals. For the purpose of applying this article, a structured psychiatric wing or department is defined as follows: a designated area specifically set up with personnel assigned to the care and supervision of psychiatric users and allowing the implementation of structured rehabilitation programs designed for the users by the professional staff of that wing or department.

These benefits only apply to employees working in the hospital facilities of the institutions listed in this clause.

### **BAS SAINT-LAURENT (01)**

Centre intégré de santé et de services sociaux du Bas-Saint-Laurent:

- Hôpital régional de Rimouski.

### **SAGUENAY-LAC SAINT-JEAN (02)**

Centre intégré universitaire de santé et de services sociaux du Saguenay-Lac-St-Jean:

- Hôpital de Chicoutimi;
- Hôpital, CLSC et Centre d'hébergement de Roberval;
- Hôpital d'Alma.

### **CAPITALE-NATIONALE (03)**

CHU de Québec-Université Laval:

- Hôpital de l'Enfant-Jésus;
- Hôpital du Saint-Sacrement.

### **MAURICIE ET CENTRE-DU-QUÉBEC (04)**

Centre intégré universitaire de santé et de services sociaux de la Mauricie-et-du-Centre-du-Québec:

- Pavillon Sainte-Marie;

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<sup>1</sup> Evening and night shift, enhanced evening and night shift, shift rotation and weekend shift premiums are not taken into account.

- Hôtel-Dieu d'Arthabaska;
- Centre de santé et de services sociaux du Haut-Saint-Maurice;
- Hôpital du Centre-de-la-Mauricie;
- Hôpital Sainte-Croix de Drummondville.

#### ESTRIE (05)

Centre intégré universitaire de santé et de services sociaux de l'Estrie - Centre hospitalier universitaire de Sherbrooke:

- Hôtel-Dieu de Sherbrooke;
- Hôpital de Granby.

#### MONTRÉAL (06)

Centre intégré universitaire de santé et de services sociaux du Nord-de-l'Île-de-Montréal:

- Hôpital Fleury;
- Hôpital Jean-Talon.

Centre hospitalier de l'Université de Montréal:

- Hôpital Notre-Dame du CHUM.

Centre intégré universitaire de santé et de services sociaux de l'Ouest-de-l'Île-de-Montréal:

- Lakeshore General Hospital;
- St. Mary's Hospital.

Centre intégré universitaire de santé et de services sociaux de l'Est-de-l'Île-de-Montréal:

- Pavillon Rosemont.

McGill University Health Centre:

- Montréal General Hospital;
- Montréal Children's Hospital.

Centre hospitalier universitaire Sainte-Justine

Centre intégré universitaire de santé et de services sociaux du Centre-Ouest-de-l'Île-de-Montréal:

- Jewish General Hospital.

#### OUTAOUAIS (07)

Centre intégré de santé et de services sociaux de l'Outaouais:

- Hôpital de Gatineau;
- Hôpital de Hull.

#### ABITIBI-TÉMISCAMINGUE (08)

Centre intégré de santé et de services sociaux de l'Abitibi-Témiscamingue:

- Centre de soins de courte durée La Sarre;
- Hôpital d'Amos.

#### CÔTE-NORD (09)

Centre intégré de santé et de services sociaux de la Côte-Nord:

- Hôpital de Sept-Îles;
- Hôpital Le Royer.



#### GASPÉSIE – ILES-DE-LA-MADELEINE (11)

Centre intégré de santé et de services sociaux de la Gaspésie:

- Centre d'hébergement Mgr Ross de Gaspé;
- Hôpital de Chandler.

Centre intégré de santé et de services sociaux des Îles:

- Hôpital de l'Archipel.

#### CHAUDIÈRE-APPALACHES (12)

Centre intégré de santé et de services sociaux de Chaudière-Appalaches:

- Hôtel-Dieu de Lévis;
- Hôpital de Thetford Mines;
- Hôpital de Montmagny.

#### LAVAL (13)

Centre intégré de santé et de services sociaux de Laval:

- Hôpital Cité-de-la-Santé.

#### LANAUDIÈRE (14)

Centre intégré de santé et de services sociaux de Lanaudière:

- Centre hospitalier régional de Lanaudière;
- Hôpital Pierre-Le Gardeur.

#### LAURENTIDES (15)

Centre intégré de santé et de services sociaux des Laurentides:

- Hôpital Laurentien;
- Hôpital régional de Saint-Jérôme;
- Centre de services de Rivière-Rouge.

#### MONTÉRÉGIE (16)

Centre intégré de santé et de services sociaux de la Montérégie-Centre:

- Hôpital Charles-Lemoyne;
- Hôpital du Haut-Richelieu.

Centre intégré de santé et de services sociaux de la Montérégie-Ouest:

- Hôpital du Suroît.

Centre intégré de santé et de services sociaux de la Montérégie-Est:

- Hôpital Pierre-Boucher;
- Hôpital Honoré-Mercier;
- Hôtel-Dieu de Sorel.

The parties, acting through the Comité patronal de négociation du secteur de la santé et des services sociaux (CPNSSS) and the Fédération de la santé et des services sociaux – CSN (FSSS-CSN), will meet after the date the collective agreement comes into force for the purpose of completing the list of institutions in this paragraph, if necessary. After sixty (60) days from the date on which the collective agreement comes into force, this list will be deemed final.

**5.02** If a hospital sets up a psychiatric department or a psychiatric wing during the life of this collective agreement, the parties, acting through the CPNSSS and the FSSS-CSN, as well as representatives of the institution concerned meet in order to determine whether this department or

wing should be considered a structured department or wing as defined in the first paragraph of clause 5.01.

**5.03** The provisions of this article also apply to employees who work in a structured psychiatric emergency department in the following hospitals:

**CAPITALE-NATIONALE (03)**

CHU de Québec-Université Laval:

- Hôpital de l'Enfant-Jésus;
- Hôpital du Saint-Sacrement.

**ESTRIE (05)**

Centre intégré universitaire de santé et de services sociaux de l'Estrie-Centre hospitalier universitaire de Sherbrooke:

- Hôtel-Dieu de Sherbrooke.

**MONTRÉAL (06)**

Centre intégré universitaire de santé et de services sociaux de l'Ouest-de-l'Île-de-Montréal:

- St. Mary's Hospital.

Centre intégré universitaire de santé et de services sociaux du Centre-Ouest-de-l'Île-de-Montréal:

- Jewish General Hospital.

Centre intégré universitaire de santé et de services sociaux de l'Est-de-l'Île-de-Montréal:

- Pavillon Rosemont.

McGill University Health Centre:

- Glen Site;
- Montréal General Hospital.

Centre hospitalier de l'Université de Montréal:

- Hôpital Notre-Dame du CHUM.

**MONTÉRÉGIE (16)**

Centre intégré de santé et de services sociaux de la Montérégie-Centre:

- Hôpital Charles-Lemoyne.

For the purpose of applying this article, a structured psychiatric emergency department is defined as a specially arranged emergency department with staff assigned to the care and supervision of psychiatric patients.

If a hospital sets up or closes a psychiatric emergency department during the life of this collective agreement, the CPNSSS and the FSSS-CSN, as well as representatives of the hospital concerned, meet in order to determine whether the psychiatric emergency department should be considered or cease to be considered a structured psychiatric emergency department as defined above.

If, during the life of this collective agreement, a recognized psychiatric hospital ceases to be recognized as such yet maintains a psychiatric emergency department, the CPNSSS and the FSSS-CSN, as well as representatives of the hospital concerned, meet in order to determine whether this emergency department or wing is to be considered a structured psychiatric emergency department as defined above.

## ARTICLE 6

The provisions of Appendix A apply to the employees of the following facilities:

### CAPITALE-NATIONALE (03)

Centre intégré universitaire de santé et de services sociaux de la Capitale-Nationale:

- Institut universitaire en santé mentale de Québec.

### MAURICIE ET CENTRE-DU-QUÉBEC (04)

Centre intégré universitaire de santé et de services sociaux de la Mauricie-et-du-Centre-du-Québec:

- Centre régional de santé mentale.

### MONTRÉAL (06)

Centre intégré universitaire de santé et de services sociaux de l'Est-de-l'Île-de-Montréal:

- Institut universitaire en santé mentale de Montréal.

Centre intégré universitaire de santé et de services sociaux du Nord-de-l'Île-de-Montréal:

- Hôpital Rivières-des-Prairies;
- Pavillon Albert-Prévost.

### OUTAOUAIS (07)

Centre intégré de santé et de services sociaux de l'Outaouais:

- Centre hospitalier Pierre-Janet.

### ABITIBI-TÉMISCAMINGUE (08)

Centre intégré de santé et de services sociaux de l'Abitibi-Témiscamingue:

- Hôpital psychiatrique de Malartic.

## **APPENDIX B**

### **SPECIAL CONDITIONS FOR BABY NURSES, CHILD NURSES, NURSING ASSISTANTS AND BENEFICIARY ATTENDANTS (“A” CERTIFICATION)**

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To the extent that they are not otherwise modified by this appendix, the provisions of the collective agreement apply to employees with the following job titles: child nurse/baby nurse, nursing assistant and beneficiary attendant (“A” certificate).

#### **ARTICLE 1 NURSING COMMITTEE**

Two (2) employees covered by Appendix B must sit on the nursing committee stipulated in Article 7 of Appendix D (Nurses). The employees who sit on this committee are given time off work for that purpose without any loss of pay.

**1.01** Employees may file any complaint with the committee concerning their workload or any issue directly related to nursing.

**1.02** If the committee does not render a decision within five (5) calendar days of when the complaint is filed, or if the decision does not satisfy the employee, the latter may ask the Ministère de la Santé et des Services sociaux to appoint a physician as arbitrator.

**1.03** The arbitrator conducts an inquiry and decides on the issue. Their decision must include the reasons for the decision and be given in writing within three (3) weeks of when the request for arbitration is made to the Ministère de la Santé et des Services sociaux.

**1.04** The arbitrator’s decision is final and binding on the parties.

#### **ARTICLE 2 NURSING COMMITTEE**

This article only applies where there are no unionized nurses, or where the nursing committee is composed of nurses from a union not affiliated with the CSN.

**2.01** A nursing committee is formed within thirty (30) days of when this collective agreement comes into force.

**2.02** The committee is composed of three (3) employees designated by the union (nursing assistant, child nurse or baby nurse) employed by the employer and three (3) persons designated by the employer.

Each party may from time to time draw on necessary outside assistance at its own expense when it deems it appropriate.

**2.03** The committee’s role is to examine complaints from nursing assistants, child nurses or baby nurses about their workload. The committee may also examine any issue directly related to nursing.

**2.04** The committee meets at the request of either party.

**2.05** Nursing assistants, child nurses or baby nurses sitting on the committee are given time off work without any loss of pay.

**2.06** A nursing assistant, child nurse or baby nurse who believes that they been aggrieved on matters mentioned in clause 2.03 files a complaint with the committee in writing.

If more than one nursing assistant, child nurse or baby nurse collectively or the union itself believe they have been aggrieved on matters mentioned in 2.03, the union may file a complaint with the committee in writing.

**2.07** The committee has five (5) days from when the complaint is filed to meet, formulate written recommendations and submit them to the employer. A copy of the recommendations is sent to the union.

**2.08** The employer has five (5) days from receiving the committee's recommendations to render its decision in writing.

**2.09** If the committee cannot meet within a reasonable period of time because of the employer's refusal, or if the employer does not render a decision within the prescribed period of time, or if the decision does not satisfy the nursing assistant, child nurse, baby nurse or the union, any of these may request arbitration by notifying the employer to this effect within thirty (30) calendar days of the expiry of the time limit provided in clause 2.08.

**2.10** The parties agree on the choice of an arbitrator. If they do not, the Ministère de la Santé et des Services sociaux automatically appoints a physician to act as arbitrator.

**2.11** The employer and the union have seven (7) calendar days from the appointment of the arbitrator to each designate an assessor of their choice and communicate the assessor's name to the arbitrator.

**2.12** The arbitrator sends the date of the first arbitration hearing in writing to the MSSS at least ten (10) days in advance.

The MSSS may, if it deems it appropriate, delegate an official representative to participate in the arbitration hearing.

The arbitrator and assessors, accompanied by the official representative of the MSSS if applicable, meet with the members of the nursing committee and examine the complaint made to the committee, the result of the committee's discussions, its recommendations and the employer's decision.

**2.13** These various exhibits and any other documents produced by the parties or the official representative of the MSSS, as the case may be, must be filed as part of the record. The contents of these documents may become the object of supplementary or contradictory evidence.

**2.14** The arbitrator and assessors proceed with the inquiry in the presence of the parties and the official representative of the MSSS, if applicable, and hear witnesses for both parties.

The arbitrator, accompanied by the assessors, may also visit the premises, if they deem it appropriate, and use any findings for the purpose of reaching a decision.

**2.15** Arbitration hearings are public; the arbitrator may, however, order a session behind closed doors on their own or at the request of either party.

The arbitrator has all the powers conferred upon them by the *Labour Code* (CQLR c C-27) to conduct arbitration hearings.

At the request of the parties or the arbitrator, witnesses are summoned by means of a written order signed by the arbitrator, who may swear in the witness.

A person duly summoned to appear before an arbitrator who refuses to appear or to testify may be compelled to do so and convicted in accordance with the *Code of Penal Procedure* (CQLR c C-25.1) as if the person had been summoned under that act.

**2.16** The arbitrator has three (3) weeks from being appointed to render a decision in writing, with reasons, and send it to the MSSS and both parties.

If either of the parties' representatives disagree with the decision rendered, they have fifteen (15) days from when the decision is issued to submit their dissent in writing to the MSSS and the parties.

**2.17** The arbitrator's decision is final and binding on all parties. Unless otherwise stipulated in the arbitration award, it must be implemented within thirty (30) days unless it is absolutely impossible to do so.

**2.18** The arbitrator's expenses are borne equally by the parties.

### **ARTICLE 3 PROFESSIONAL DEVELOPMENT PREMIUM**

An employee who has successfully completed the six (6)-month course for operating room technicians receives, in addition to their regular pay, a weekly premium of:

<b>Rate 2015-04-01 to 2016-03-31 (\$)</b>	<b>Rate 2016-04-01 to 2017-03-31 (\$)</b>	<b>Rate 2017-04-01 to 2018-03-31 (\$)</b>	<b>Rate 2018-04-01 to 2019-04-01 (\$)</b>	<b>Rate as of 2019-04-02 (\$)</b>
7.47	7.58	7.71	7.86	8.02

### **ARTICLE 4 POST-GRADUATE TRAINING**

The provisions of this article apply to employees who have one of the following job titles:

- nursing assistant (3455);
- nursing assistant team leader (3445);
- nursing assistant – assistant team leader (3446).

**4.01** Each program of post-graduate nursing studies recognized under clause 4.06 that is worth fifteen (15) or more units (credits) but less than thirty (30) credits equals one (1) year of service for the purpose of echelon advancement on the pay scale or, if applicable, to additional remuneration of 1.5% of the rate of pay at the top echelon on the pay scale.

This provision does not apply to activities related to the development of human resources.

**4.02** Each program of post-graduate nursing studies recognized under clause 4.06 that is worth thirty (30) units (credits) is equal to two (2) years of service for the purpose of echelon advancement on the pay scale or, if applicable, to additional remuneration of 3% of the rate of pay at the top echelon on the pay scale.

**4.03** To benefit from the echelon advancement on the pay scale provided for in clauses 4.01 and 4.02, however, an employee must work in their specialty. To benefit from the additional remuneration, the post-graduate training must be required by the employer. An employee who uses more than one program of post-graduate studies in the specialty in which they work has one (1) or two (2) years of service recognized for the purpose of echelon advancement on the pay scale for each applicable program up to a maximum of four (4) years of service for all the programs or, if applicable, to additional remuneration of a maximum of 6% of the rate of pay at the top echelon on the pay scale.

**4.04** An employee who has benefited from an echelon advancement for post-graduate training receives the additional remuneration for the post-graduate training once they have completed one (1) year or more of experience at the top echelon of their pay scale and providing that the said post-graduate training is required by the employer in accordance with the provisions of clause 4.05.

When an employee who holds a position for which post-graduate training is required cannot benefit from all the years of service for the purpose of echelon advancement to which they are entitled for the post-graduate training because their combined experience and post-graduate training already puts them at the top echelon of their pay scale, the employee receives additional remuneration equal to 1.5% of the pay for the maximum of their pay scale for each echelon to which they no longer have access, until this additional remuneration corresponds to the total of the echelons to which they are entitled for their post-graduate training without, however, exceeding 6%.

An employee who is at the top echelon solely on the basis of experience benefits from the additional remuneration for post-graduate training when the training is required by the employer in accordance with the provisions of clause 4.05.

**4.05** The employer has six (6) months from the date on which the collective agreement comes into force to decide the list of post-graduate programs of study deemed to be required by service and job title that provide access to additional remuneration.

**4.06** The programs of studies recognized by the Ministère de l'Éducation et de l'Enseignement supérieur are recognized for the purpose of applying this article.

## **ARTICLE 5 ACQUIRED PRIVILEGE**

Employees who are entitled to a responsibility premium on the date this agreement comes into force continue to receive it as long as they continue to perform the duties for which it was granted.

## **ARTICLE 6 SPECIAL CLAUSES**

### **Candidate for admission to the practice of the nursing assistant profession**

**6.01** To the extent they are not otherwise modified by this article, these employees are entitled to all the provisions of the collective agreement and the appendix.

**6.02** Once a candidate for admission to the practice of the nursing assistant profession receives their licence to practise after taking or retaking the examination, the employer pays them the nursing assistant's rate of pay retroactively to the date the examinations were passed, providing they have worked after that date.

## APPENDIX C

### SPECIAL CONDITIONS FOR TECHNICIANS

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#### ARTICLE 1 SCOPE

To the extent that they are not otherwise modified by this appendix, the provisions of the collective agreement apply to graduate technicians in the following job titles:

- 2205 Radio-diagnostic technologist
- 2207 Radio-oncology technologist
- 2208 Nuclear medicine technologist
- 2212 Specialized radiology technologist
- 2213 Technical co-ordinator (radiology)
- 2214 Clinical instructor (radiology)
- 2219 Assistant head radiology technologist
- 2223 Medical technologist
- 2224 Graduate medical laboratory technician
- 2227 Technical co-ordinator (laboratory)
- 2232 Clinical instructor (radiology)
- 2234 Assistant head medical technologist  
Assistant head graduate medical laboratory technician
- 2236 Assistant head medical electro-physiology technician
- 2240 Assistant head dietetics technician
- 2241 Electro-encephalography technician (EEG)
- 2242 Assistant head of archives
- 2244 Respiratory therapist
- 2248 Assistant head respiratory therapist
- 2251 Medical records archivist
- 2282 Medical records archivist (team leader)
- 2290 Transfusion safety clinical officer
- 2291 Transfusion safety technical officer
- 2295 Physical rehabilitation therapist
- 2257 Dietetics technician
- 2261 Dental hygienist (reserved title)  
Dental hygiene technician
- 2287 Clinical perfusionist
- 2270 Cardio-respiratory physiology technician
- 2271 Cytologist
- 2278 Hemodynamics technologist
- 2276 Technical co-ordinator (medical electro-physiology)
- 2286 Medical electro-physiology technician
- 2362 Orthotics-prosthetics technician
- 2369 Electronics technician
- 2381 Electrodynamics technician
- 2696 Recreation technician
- 2702 Industrial hygiene technician
- 3224 Class "B" technician



## **ARTICLE 2 OVERTIME**

If an employee on stand-by duty in an institution is called in to work, they are entitled to the remuneration provided in clause 19.04, minus the transportation allowance, in addition to the stand-by premium.

## **ARTICLE 3 REASSIGNMENT TO A HIGHER POSITION**

An employee who is asked by the institution to take on a higher position temporarily receives the pay stipulated for this position during the time that they fill it, if they fill it for at least one regular shift.

## **ARTICLE 4 CLASSIFICATION AND ADVANCEMENT ON THE PAY SCALE**

### **4.01 Classification on the pay scale**

Employees covered by this appendix are integrated into their pay scale on the basis of their past experience and, if applicable, post-graduate training, as established in accordance with Article 5. The provisions of clause 8.26 of the collective agreement are taken into account for the purpose of classification on the pay scale.

### **4.02 Advancement on the pay scale**

This clause replaces clause 8.25 (Advancement on the pay scale) of the collective agreement.

If permitted by the number of echelons on the pay scale, each time an employee completes one year of service in their job title they advance to the echelon immediately higher than their current echelon. As of April 2, 2019, however, the length of time an employee with a ranking of nineteen (19) or higher stays at an echelon is six (6) months of service for echelons one (1) to eight (8) and one (1) year of service for echelons nine (9) to eighteen (18).<sup>1</sup>

For the purpose of applying the previous paragraph, each day of work by a part-time employee equals 1/225<sup>th</sup> of a year of service. However, for an employee entitled to twenty-one (21), twenty-two (22), twenty-three (23), twenty-four (24) or twenty-five (25) days of annual vacation leave, each day of work equals 1/224<sup>th</sup>, 1/223<sup>rd</sup>, 1/222<sup>nd</sup>, 1/221<sup>st</sup> or 1/220<sup>th</sup> of a year of service.

A part-time employee's days of leave for union work, excluding those stipulated in clauses 7.18 to 7.20 (Leave for union work) of the collective agreement, are deemed to be days of work for the purpose of advancement on the pay scale.

Furthermore, valid experience acquired in a comparable job title is recognized for part-time employees. The employee may ask the employer for an attestation of experience once each calendar year.

However, the year or fraction of a year of service acquired as well as days of work accumulated in 1983 are not credited for the purpose of determining an employee's date for advancement to the next echelon on the pay scale.

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<sup>1</sup> This length of stay applies as of April 2, 2018, however, for employees covered by Letter of Agreement no. 57.

## **ARTICLE 5 PRIOR EXPERIENCE AND POST-GRADUATE TRAINING**

(The following clauses replace clauses 17.01 to 17.04 of the collective agreement.)

**5.01** One (1) year of experience equals one year of service for the purpose of advancement on the pay scale, in accordance with the applicable rules on echelon advancement. This experience must be acquired as follows.

**5.02** For pay purposes only, an employee is entitled to be classified according to the length of their previous employment, on the condition that they did not leave the health and social services sector or other work as a technician more than ten (10) years ago.

**5.03** If an employee has been out of the health and social services sector or other work as a technician for more than five (5) but less than ten (10) years, the employee is classified no higher than the second-last echelon on the pay scale at the end of their probation period.

**5.04** If an employee left the health and social services sector or other work as a technician more than ten (10) years ago the employer takes into consideration the employee's relevant past experience in reclassifying them after the end of their probation period,.

**5.05** Despite clauses 5.01, 5.02, 5.03 and 5.04, employees currently in the service of the employer or hired in the future may not be credited for experience acquired in 1983 for purposes of classification on the pay scale.

**5.06** In calculating the experience of an employee who works part-time, each day of work is equal to 1/225<sup>th</sup> of a year of experience. However, for an employee entitled to twenty-one (21), twenty-two (22), twenty-three (23), twenty-four (24) or twenty-five (25) days of annual vacation leave, each day of work equals 1/224<sup>th</sup>, 1/223<sup>rd</sup>, 1/222<sup>nd</sup>, 1/221<sup>st</sup> or 1/220<sup>th</sup> of a year of experience, respectively.

**5.07** The employer must require that the employee provide an attestation of their prior experience, to be obtained from the authorities of the institution where such experience was acquired.

If this is not done, the employer may not hold a prescribed time limit against the employee.

**5.08** If it is impossible for the employee to produce written proof of their prior experience, they may, after demonstrating that this is in fact impossible, provide proof of their experience by declaring under oath all the relevant details, including the name of their employer, the dates of employment and the type of work.

**5.09** When an employee leaves the institution, the employer provides them with an attestation of the experience acquired in its service.

**5.10** The employee cannot have more than twenty-four (24) months of experience recognized for pay purposes during leave without pay for the purpose of teaching at a CEGEP, school board or university, providing that the nature of the teaching is specifically oriented towards the health and social services sector.

### **Post-graduate training**

**5.11** The provisions set out in Appendix O (Recognition of additional education) apply to employees covered by this appendix.

**5.12** An employee holding an advanced certificate (ART) in clinical chemistry, haematology, histopathology, microbiology, cytology, blood bank, virology, immunology, electron microscopy or cytogenetics has two (2) years of service recognized for the purpose of echelon advancement on the pay scale. The post-graduate training must be related to the specialty in which the employee works.

**5.13** An employee who uses more than one advanced certificate (ART) has two (2) years of service recognized for the purpose of echelon advancement for each certificate, up to a maximum of four (4) years of service for all their certificates. The post-graduate training must be related to the specialty in which the employee works.

**5.14** An employee holding a bachelor's degree in biology, biochemistry, chemistry or microbiology has four (4) years of service recognized for the purpose of echelon advancement on their pay scale.

**5.15** An employee holding a fellowship (FCSLT) in medical technology is entitled to advance four (4) echelons on their pay scale.

**5.16** An employee who has successfully completed thirty (30) units (credits) of a post-graduate program of studies at the college or university level in medical biology or radiology has two (2) years of service recognized for the purpose of echelon advancement on the pay scale. The post-graduate training must be related to the specialty in which the employee works.

**5.17** Subject to clause 5.13 and clause 2.03 of Appendix O, post-graduate training may not be cumulative for the purposes of advancing on the pay scale.

An employee only benefits from the diploma giving them the greatest number of echelons.

**5.18** This echelon advancement replaces any weekly pay supplement or premium previously paid for these purposes.

## **ARTICLE 6 INTEGRATION ON THE DATE THE COLLECTIVE AGREEMENT COMES INTO FORCE**

Within ninety (90) days of the date this collective agreement comes into force, an employee in the service of the employer on the date it comes into force is integrated into the pay scale on the terms and conditions set out in Article 4.

## **ARTICLE 7 SPECIAL CONDITIONS FOR A CLASS "B" TECHNICIAN WHO BECOMES A TECHNICIAN**

A Class "B" technician who becomes a graduate technician receives the rate of pay on the pay scale of their new job title that is immediately higher than the rate of pay received in the job title that they are leaving.

This employee is then deemed to have the number of years of experience as a graduate technician equal to their position on the pay scale for technicians.

## **ARTICLE 8 CLINICAL TEACHING PREMIUM (EEG, MEDICAL ELECTRO-PHYSIOLOGY)**

A technician who provides clinical teaching and training to student trainees doing practical work in the framework of a practical clinical training program related to their studies receives, in addition to their pay, an hourly premium of:

Rate 2015-04-01 to 2016-03-31 (\$)	Rate 2016-04-01 to 2017-03-31 (\$)	Rate 2017-04-01 to 2018-03-31 (\$)	Rate 2018-04-01 to 2019-04-01 (\$)	Rate as of 2019-04-02 (\$)
1.57	1.59	1.62	1.65	1.69

for each hour during which they assume this responsibility.

## **ARTICLE 9 ORGANIZATION OF WORK COMMITTEE**

**9.01** Within sixty (60) days of the date the collective agreement comes into force, the local parties set up an organization of work committee. The committee is composed of an equal number of employer and union representatives.

**9.02** The committee's mandates are to:

- deal specifically with problems and issues related to technicians;
- implement technological changes other than those whose effect is to abolish one or more positions and to assess the foreseeable impact of changes on the organization of work.

**9.03** For the purpose of carrying out this mandate, committee members must have access to training to be agreed upon by the local parties and to all information relevant to understanding the problems and finding solutions.

The employer or the union may add outside resource people, with the parties' consent.

**9.04** Employees representing the union are given leave in accordance with the provisions of clause 7.13 of the collective agreement.

## **ARTICLE 10 ORIENTATION AND CLINICAL TRAINING PREMIUM**

An employee with the job title of respiratory therapist (2244) who takes on responsibilities related to the orientation and clinical training of employees and student trainees receives an hourly premium corresponding to two per cent (2%) of the hourly rate plus, if applicable, the additional remuneration provided for in Article 2 of Appendix O when they take on these responsibilities.

Despite the above, an employee with the job title mentioned in the first (1<sup>st</sup>) paragraph who takes on responsibilities related to the orientation and clinical training of employees and student trainees for more than half of their shift of work receives the hourly premium for the full shift of work.

## **ARTICLE 11 CRITICAL CARE AND ENHANCED CRITICAL CARE PREMIUM**

(This article replaces the first (1<sup>st</sup>) paragraph of clause 9.14 of the collective agreement.)

Employees covered by the following paragraph receive the critical care or enhanced critical care premium for hours worked in critical care, as defined in the second (2<sup>nd</sup>) paragraph of clause 9.14, providing that they work there for a continuous period of at least three (3) hours.

This premium applies to employees who hold one of the following job titles:

- radio-diagnostic technologist (2205);
- nuclear medicine technologist (2208);
- specialized radiology technologist (2212);
- technical co-ordinator (radiology) (2213);
- assistant head radiology technologist (2219);
- hemodynamics technologist (2278);
- medical electro-physiology technician (2286);
- medical technologist (2223);
- graduate medical laboratory technician (2224);
- technical co-ordinator (laboratory) (2227).

## **ARTICLE 12 SPECIFIC CRITICAL CARE AND ENHANCED CRITICAL CARE PREMIUM**

(This article replaces the first (1<sup>st</sup>) paragraph of clause 9.15 of the collective agreement.)

Employees covered by the following paragraph receive a specific critical care or enhanced specific critical care premium for hours worked in the services defined in the second (2<sup>nd</sup>) paragraph of clause 9.15, providing that they work there for a continuous period of at least three (3) hours.

This premium applies to employees who hold one of the following job titles:

- radio-diagnostic technologist (2205);
- nuclear medicine technologist (2208);
- specialized radiology technologist (2212);
- technical co-ordinator (radiology) (2213);
- assistant head radiology technologist (2219);
- hemodynamics technologist (2278);
- medical electro-physiology technician (2286);
- medical technologist (2223);
- graduate medical laboratory technician (2224);
- technical co-ordinator (laboratory) (2227).

## **APPENDIX D**

### **SPECIAL CONDITIONS FOR NURSES**

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#### **ARTICLE 1 SCOPE**

**1.01** To the extent that they are not otherwise modified by this appendix, the provisions of the collective agreement apply to nurses in the following job titles:

- 2459 Nurse team leader
- 2471 Nurse
- 2485 Nurse on a refresher period
- 2489 Assistant head nurse  
Assistant to the immediate superior
- 2490 Candidate for admission to the practice of the nursing profession
- 2491 Outpost/dispensary nurse

**1.02** Furthermore, if the institution requires that a position be filled by a nurse, that nurse is covered by this appendix.

#### **ARTICLE 2 SPECIAL CONDITIONS**

##### **Candidate to the practice of the nursing profession**

**2.01** These employees are covered by all the terms of the collective agreement and the appendix to the extent that they are not otherwise modified by this article.

**2.02** Once a candidate receives their licence to practise after taking or retaking the examination with success, the employer pays the candidate to the nursing profession the rate of pay for a nurse, retroactive to the date of their successful examination, providing that they have worked since that date.

##### **Nurse on a refresher period**

**2.03** These employees are covered by all the terms of the collective agreement and the appendix to the extent that they are not otherwise modified by this article.

**2.04** These employees may not take charge of a service. They must work under the supervision of a nurse.

**2.05** The terms and conditions of the refresher period are communicated in writing to the employee and to the union at the time of hiring.

#### **ARTICLE 3 CLASSIFICATION AND ADVANCEMENT ON THE PAY SCALE**

##### **Classification on the scale**

**3.01** Employees covered by this appendix are integrated into their pay scale on the basis of their experience and, if applicable, post-graduate training, as established under the terms of articles 4 and

5. The provisions of clause 8.26 of the collective agreement are taken into account for the purpose of classification on the pay scale.

**3.02** At the time of hiring, the employer must require that the employee provide written attestation of their prior experience and/or post-graduate training, obtained by the employee from the institution where the experience was acquired and/or the educational institution that gave the post-graduate training.

If this is not done, the employer may not hold a prescribed time limit against the nurse.

If it is impossible for the nurse to provide written proof of their experience, they may, after demonstrating that this is in fact impossible, submit proof of their experience by swearing under oath to all the relevant details, including the name of the employer, the dates of the work and the kind of work done.

### **Advancement on the pay scale**

**3.03** This clause replaces clause 8.25 (Advancement on the pay scale) of the collective agreement.

If permitted by the number of echelons on the pay scale, each time an employee completes one year of service in their job title they advance to the echelon immediately higher than their current echelon. As of April 2, 2019, however, the length of time an employee with a ranking of nineteen (19) or higher stays at an echelon is six (6) months of service for echelons one (1) to eight (8) and one (1) year of service for echelons nine (9) to eighteen (18).<sup>1</sup>

For the purpose of applying the previous paragraph, each day of work by a part-time employee equals 1/225<sup>th</sup> of a year of service. However, for an employee entitled to twenty-one (21), twenty-two (22), twenty-three (23), twenty-four (24) or twenty-five (25) days of annual vacation leave, each day of work equals 1/224<sup>th</sup>, 1/223<sup>rd</sup>, 1/222<sup>nd</sup>, 1/221<sup>st</sup> or 1/220<sup>th</sup> of a year of service.

A part-time employee's days of leave for union work, excluding those provided for in clauses 7.18 to 7.20 (Leave for union work) of the collective agreement, are deemed to be days of work for the purpose of advancement on the pay scale.

Furthermore, valid experience acquired in a comparable job title is recognized for a part-time employee. The employee may ask the employer for an attestation of experience once each calendar year.

However, the year or fraction of a year of service acquired as well as days of work accumulated in 1983 are not credited for the purpose of determining an employee's date for advancement to the next echelon on the pay scale.

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<sup>1</sup> This length of stay applies, however, as of April 2, 2018 for employees covered by Letter of Agreement no. 57.

## **ARTICLE 4 PRIOR EXPERIENCE**

(The following clauses replace clauses 17.01 to 17.04 of the collective agreement.)

**4.01** One year of experience equals one year of service for the purpose of echelon advancement on the pay scale, in accordance with the applicable rules for advancement on the pay scale. This experience must be acquired as follows.

**4.02** For pay purposes only, an employee is entitled to be classified on the basis of the length of their previous work providing, however, that they did not leave the health and social services sector or other work as a nurse more than ten (10) years ago.

**4.03** If an employee has been out of the health and social services sector or other work as a nurse for more than five (5) years but less than ten (10) years, the employee is classified no higher than the second-last echelon on the pay scale at the end of their probation period.

**4.04** If an employee left the health and social services sector or other work as a nurse more than ten (10) years ago, the employer takes into account the nurse's valid experience for classification purposes once the probation period is completed.

**4.05** Despite clauses 4.01, 4.02, 4.03 and 4.04, employees now in the service of the employer or hired later are not credited with experience acquired during 1983 for the purpose of classification on the pay scale.

**4.06** In calculating the experience of an employee who works part-time, each day of work is equal to 1/225<sup>th</sup> of a year of experience. However, for an employee entitled to twenty-one (21), twenty-two (22), twenty-three (23), twenty-four (24) or twenty-five (25) days of annual vacation leave, each day of work equals 1/224<sup>th</sup>, 1/223<sup>rd</sup>, 1/222<sup>nd</sup>, 1/221<sup>st</sup> or 1/220<sup>th</sup> of a year of experience, respectively.

## **ARTICLE 5 POST-GRADUATE TRAINING**

**5.01** Each program of post-graduate studies in nursing recognized in accordance with clause 5.10 or 5.11 of this appendix that is worth fifteen (15) or more credits but less than thirty (30) credits is equal to one (1) year of service for the purpose of echelon advancement on the pay scale or additional remuneration of 1.5% of the rate of pay at the top echelon of the pay scale, as the case may be.

This provision does not apply to activities related to human resources development provided for in the collective agreement.

**5.02** Each program of post-graduate studies in nursing recognized in accordance with clause 5.10 or 5.11 of this appendix that is worth thirty (30) credits is equal to two (2) years of service for the purpose of echelon advancement on the pay scale or additional remuneration of 3% of the rate of pay at the top echelon of the pay scale, as the case may be.

**5.03** To benefit, however, from the echelon advancement on the pay scale provided for in clauses 5.01 and 5.02, an employee must work in their specialty. To benefit from the additional remuneration, the post-graduate training must be required by the employer. If an employee uses more than one post-graduate program in the specialty in which they work, they have one (1) or two (2) years of service recognized for the purpose of echelon advancement on the pay scale for each applicable program or are entitled to additional remuneration of a maximum of 6% of the rate of pay at the top echelon of the pay scale, as the case may.



**5.04** When the Professional Development Committee provided in previous collective agreements had accepted a program of studies, employees who have taken such a program retain the privileges related to them for the purpose of advancement on the pay scale in accordance with clauses 5.01 and 5.02. The employer continues to recognize existing programs of post-graduate studies.

**5.05** However, an employee holding a certificate from a nursing college or a bachelor or master's degree in nursing has the following number of years of service recognized for the purpose of echelon advancement on the pay scale, regardless of the position they hold:

- certificate from a college of nursing: two (2) years of service;
- one (1) successfully completed year of university toward a degree in nursing: two (2) years of service;
- bachelor's degree in nursing: four (4) years of service;
- master's degree in nursing: six (6) years of service

**5.06** An employee who has one or more of the diplomas for post-graduate studies mentioned in clause 5.05 may only benefit from the diploma giving them the most years of service.

**5.07** An employee who has a certificate from a college of nursing or a bachelor's or master's degree in nursing and who works in a service in which the employer demands or requires one or more post-graduate programs of study for their job title is deemed to have this training for the purpose of the additional remuneration provided in clauses 5.01 and 5.02. This additional remuneration may not, however, exceed the percentage normally awarded to other employees for the training demanded or deemed required.

**5.08** An employee who has qualified for additional echelons on the pay scale because of post-graduate training receives the additional remuneration for the said post-graduate training when they have completed one (1) or more years of experience at the top echelon of the pay scale and when the post-graduate training is required by the employer in accordance with the provisions of clause 5.09.

When an employee holding a position for which post-graduate training is required cannot benefit from all the years of service for the purpose of echelon advancement to which their post-graduate training entitles them because their combined experience and post-graduate training puts them at the top echelon of their pay scale, for each additional echelon that is not available to them they receive additional remuneration equal to 1.5% of the maximum rate of pay for their pay scale until this additional remuneration corresponds to the total number of echelons to which their post-graduate training entitles them, without, however, exceeding 6%.

An employee who is at the top echelon solely on the basis of experience receives the additional remuneration for their post-graduate training when the training is required by the employer in accordance with the provisions of clause 5.09.

**5.09** For the purpose of applying this article, the employer requires post-graduate training in accordance with the following terms and conditions.

1- When a position involving post-graduate training requirements is or has been awarded since January 1, 1983, employees in the same job title who work in this service and who have this training have the training recognized for the purpose of additional remuneration.

2- Within six (6) months of when the collective agreement comes into force, the employer decides on the list of programs of post-graduate studies deemed required by service and by job title that give employees access to additional remuneration.

### **Recognized post-graduate training**

**5.10** The programs of post-graduate studies and their relative value recognized under the terms of the collective agreement that came into force on May 22, 2000, as well as the programs of studies recognized by the Ministère de l'Éducation et de l'Enseignement supérieur, are recognized for the purpose of applying this article.

**5.11** Any diplomas issued outside Quebec must be validated by a certificate of equivalence issued by the authorized government agency.

## **ARTICLE 6 SENIORITY AND EXPERIENCE**

**6.01** Leave without pay for studies does not constitute an interruption of service for seniority purposes. Upon their return to work, employees regain the rights they had at the time of their departure

**6.02** In the case, however, of an employee who has at least four (4) years of service in the health and social services sector at the time of their departure, such an absence of at least one (1) year is deemed to be one (1) year of service for the purpose of calculating seniority and experience, providing the employee remains employed by a Québec institution within the meaning of the *Act respecting health services and social services* (CQLR c S-4.2) for a period of time equal to the length of their absence for studies.

**6.03** An employee who benefits from part-time leave without pay for studies as provided under clause 18.04 of the collective agreement is, in addition to the benefits set out in that clause, considered to be full-time for the purpose of calculating seniority, as well as for the calculation of experience if they are covered by the provisions of clause 6.02.

## **ARTICLE 7 NURSING COMMITTEE**

**7.01** A nursing committee is formed within thirty (30) days of the date on which this collective agreement comes into force.

**7.02** The committee is composed of four (4) persons appointed by the union, including two (2) nurses and two (2) employees covered by Appendix B employed by the employer, and four (4) persons appointed by the employer.

When there are no employees covered by Appendix B of this collective agreement affiliated with the CSN, the committee is composed of three (3) employees covered by this appendix, to be designated by the union, and three (3) persons designated by the employer.

Each party may from time to time add an outside person at its own expense when it deems it appropriate.

**7.03** The committee's role is to examine employees' complaints about their workload. The committee may also examine any issue directly related to nursing.

**7.04** The committee meets at the request of either party.

**7.05** Employees sitting on the committee are given time off work without any loss of pay.

**7.06** An employee who believes that they have been aggrieved on matters mentioned in clause 7.03 files a written complaint with the committee.

If more than one employee collectively or the union itself believe that have been aggrieved on matters mentioned in clause 7.03, the union may file a complaint with the committee in writing.

**7.07** The committee has five (5) days from when the complaint is filed to meet, formulate written recommendations and submit them to the employer. A copy of the recommendations is sent to the union.

**7.08** The employer has five (5) days from receiving the committee's recommendations to render its decision in writing.

**7.09** If the committee cannot meet within a reasonable period of time because of the employer's refusal, or if the employer does not render a decision within the prescribed period of time, or if the decision does not satisfy the employee or the union, either one may request arbitration by notifying the employer to this effect within thirty (30) calendar days of the expiry of the time limit provided in clause 7.08.

**7.10** The parties agree on the choice of an arbitrator.

If they do not, the Ministère de la Santé et des Services sociaux (MSSS) automatically appoints a physician to act as arbitrator.

**7.11** The arbitrator sends the date of the first arbitration hearing in writing to the MSSS at least ten (10) days in advance.

The MSSS may, if it deems it appropriate, delegate an official representative to participate in the arbitration hearing.

The arbitrator, accompanied by the official representative of the MSSS if applicable, meets with the members of the nursing committee and examines the complaint made to the committee, the result of the committee's discussions, its recommendations and the employer's decision.

**7.12** These various exhibits and any other documents produced by the parties or, as the case may be, by the official representative of the MSSS are filed as part of the record. The contents of these documents may become the object of supplementary or contradictory evidence.

**7.13** The arbitrator proceeds with the inquiry in the presence of the parties and the official representative of the MSSS, if applicable, and hears witnesses for both parties.

The arbitrator may also visit the premises, if they deem it appropriate, and use any findings for the purpose of reaching a decision.

**7.14** Arbitration hearings are public; the arbitrator may, however, order a session behind closed doors on their own or at the request of either party.

The arbitrator has all the powers conferred upon them by the *Labour Code* (CQLR c C-27) to conduct arbitration hearings.

At the request of the parties or the arbitrator, witnesses are summoned by means of a written order signed by the arbitrator, who may swear in the witness.

A person duly summoned to appear before an arbitrator who refuses to appear or to testify may be compelled to do so and convicted under the *Code of Penal Procedure* (CQLR c C-25.1), as if they had been summoned under that act.

**7.15** The arbitrator has three (3) weeks from being appointed to render a decision in writing, with reasons, and send it to the MSSS and to both parties.

If either of the parties' representatives disagrees with the decision rendered, they have fifteen (15) days from when the decision is issued to submit their dissent in writing to the MSSS and the parties.

**7.16** The arbitrator's decision is final and binding on all parties. Unless otherwise stipulated in the arbitration award, it must be implemented within thirty (30) days unless it is absolutely impossible to do so.

**7.17** The arbitrator's expenses and fees are borne equally by the parties.

## **ARTICLE 8 ANNUAL VACATION LEAVE**

(These provisions are added to Article 21 of the collective agreement.)

An employee with less than one (1) year of service as of April 30 is entitled to one-twelfth (1/12<sup>th</sup>) of four (4) weeks of annual vacation for each month of service.

<b>HIRED BETWEEN</b>	<b>LENGTH OF VACATION</b>
May 1 and May 15	28
May 16 and June 15	26
June 16 and July 15	23
July 16 and August 15	21
August 16 and September 15	19
September 16 and October 15	16
October 16 and November 15	14
November 16 and December 15	12
December 16 and January 15	9
January 16 and February 15	7
February 16 and March 1	5
March 16 and April 15	2

## **ARTICLE 9 PREMIUM FOR ORIENTATION AND CLINICAL TRAINING**

An employee with the job title of nurse (2471) or outpost/dispensary nurse (2491) who takes on responsibilities related to orientation and clinical training of employees and student trainees receives an hourly premium corresponding to five per cent (5%) of the hourly rate plus, if applicable, the additional remuneration provided for in Article 5 of Appendix D when they take on these responsibilities.

Despite the above, an employee with the job title mentioned in the first (1<sup>st</sup>) paragraph who takes on responsibilities related to orientation and clinical training of employees and student trainees for more than half of their shift of work receives the hourly premium for the full shift of work.

**ARTICLE 10 SPECIAL CONDITIONS FOR CERTAIN CANDIDATES TO THE PRACTICE OF THE NURSING PROFESSION**

The employer considers as a nurse anyone presently working for the institution who received a nursing diploma before 1966 and who was recognized by the institution as a graduate nurse under the terms of the 1968-71 collective agreement and had the pay provided in clause 25.01 of that collective agreement.

**ARTICLE 11 REPLACEMENT IN DIFFERENT DUTIES**

When there is no assistant head nurse, assistant to the immediate superior, nurse clinician assistant to the head nurse or nurse clinician assistant to the immediate superior on duty in a service, the employee who temporarily replaces their immediate superior (manager) for a period of at least seven (7) continuous hours of work is entitled for that period to a pay supplement of:

<b>Rate 2015-04-01 to 2016-03-31 (\$)</b>	<b>Rate 2016-04-01 to 2017-03-31 (\$)</b>	<b>Rate 2017-04-01 to 2018-03-31 (\$)</b>	<b>Rate 2018-04-01 to 2019-04-01 (\$)</b>	<b>Rate as of 2019-04-02 (\$)</b>
13.18	13.38	13.61	13.88	14.16

**ARTICLE 12 OUTPOST/DISPENSARY NURSE**

The provisions of this appendix apply to outpost/dispensary nurses with the exception of Articles 1, 2, 7, 10 and 11 and the additional remuneration stipulated in Article 5.

## APPENDIX E

### SPECIAL CONDITIONS FOR EDUCATORS

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To the extent that they are not otherwise modified by this appendix, the provisions of the collective agreement apply.

#### ARTICLE 1 PROBATION PERIOD

Every new educator undergoes a probation period.

#### ARTICLE 2 MEALS

A meal is provided free of charge to an employee who, in the performance of their duties, is required to have their meal with the users.

#### ARTICLE 3 LIVING AND/OR REHABILITATION UNIT SUPERVISOR

##### 3.01 Availability

To ensure the harmonious operation of the living and/or rehabilitation unit, the supervisor's presence is required among other circumstances in addition to the established schedule, excluding replacement of an absent educator:

- 1- for the departure and return of users from holidays and vacations;
- 2- to assist a replacement or new educator on their team;
- 3- when one or several users are causing major problems.

##### 3.02 Remuneration

The living and/or rehabilitation unit supervisor's pay scale is established taking into account the overtime worked for duties for which the employee is on availability in accordance with the provisions of clause 3.01 of this appendix. Consequently, neither the employee nor the union may claim payment for or time off in lieu of overtime worked to perform these duties.

#### ARTICLE 4 STUDY INCENTIVE PREMIUM

4.01 After successfully completing fifteen (15) units (credits) of the CEGEP program in institutional rehabilitation or special education, a full-time employee employed by the institution on the date this collective agreement comes into force receives a study incentive premium of:

Rate 2015-04-01 to 2016-03-31 (\$)	Rate 2016-04-01 to 2017-03-31 (\$)	Rate 2017-04-01 to 2018-03-31 (\$)	Rate 2018-04-01 to 2019-04-01 (\$)	Rate as of 2019-04-02 (\$)
510.00	518.00	527.00	538.00	549.00

4.02 An employee who is classified in a higher pay scale after completing fifteen (15) credits is not, however, entitled to this premium.

**4.03** Equivalences or exemptions granted by the CEGEP are not accepted for the purpose of this article.

**4.04** This incentive premium is only granted once for a given set of units (credits) and may not be claimed by an employee when the courses are taken during working hours without loss of pay.

**4.05** Programs successfully completed in institutional rehabilitation or special education (CEGEP study program) are not taken into account for the purposes of applying Appendix O (Recognition of additional education).

## **ARTICLE 5 PROFESSIONAL DEVELOPMENT**

The provisions of Articles 2 and 3 of Appendix O apply to all employees with the job title of educator.

An employee who successfully completes thirty (30) units (credits) of a course of study leading to a university degree in psycho-education, childhood maladjustment or academic and social adjustment has two (2) years of service recognized for the purpose of echelon advancement on the pay scale in accordance with the provisions of Appendix O.

For the purpose of applying clause 2.06 of Appendix O, any training related to the duties of an educator is deemed to be required.

## **ARTICLE 6 REMUNERATION**

When an employee moves into a higher class, they are classified in this new class on the basis of their years of experience and must never incur a reduction in pay at any time.

## **ARTICLE 7 RECREATION TECHNICIAN**

The provisions of this appendix apply to recreation technicians, except for Articles 3 and 6.

## **ARTICLE 8 (9) SPECIAL EDUCATION TECHNICIAN**

The provisions of this appendix apply to specialized education technicians.

## **APPENDIX F**

### **SPECIAL PROVISIONS FOR THE FOLLOWING INSTITUTIONS**

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#### **CÔTE-NORD (09)**

- Centre intégré de santé et de services sociaux de la Côte-Nord
  - Centre de santé et de services sociaux de la Basse-Côte-Nord
  - CLSC de Schefferville
- Naskapi CLSC

#### **NUNAVIK (17)**

- Inuulitsivik Health Centre;
- Tulattavik Health Centre of Ungava

#### **JAMES BAY CREE TERRITORY (18)**

- James Bay Cree Health and Social Services Council

### **BENEFITS**

The fourth (4<sup>th</sup>) paragraph of clause 25.01 of the collective agreement is amended as follows:

In the event of a death mentioned in the preceding paragraphs, an employee is entitled to the transportation time normally required for such travel if the funeral is held outside the sector in question.



## **APPENDIX G**

### **APPENDIX FOR PROFESSIONALS**

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#### **ARTICLE 1 SCOPE**

To the extent that they are not otherwise modified by this appendix, the provisions of the collective agreement apply to employees classified under Code 1000– Professionals, with the exception of those covered by Appendix N.

#### **ARTICLE 2 PRIOR EXPERIENCE**

(This article replaces 17.01 to 17.04 of the collective agreement.)

**2.01** Employees now in the service of the employer and employees hired subsequently are be classified, for pay purposes only, on the basis of their prior experience in the same job title, and where appropriate taking into account valid experience acquired in a comparable job title or another job title, providing that they have not ceased to practise their profession for more than five (5) consecutive years.

Any fraction of a year recognized under the previous paragraph is counted for the purpose of determining the date on which the employee advances an echelon on the pay scale.

**2.02** At the time of hiring, the employer must require that the employee submit an attestation certifying their prior experience, which the employee obtains from the institution where the experience was acquired. If this is not done, the employer may not hold a prescribed time limit against them. If it is impossible for an employee to supply written proof or attestation of their experience, they may, after demonstrating that this is in fact impossible, make a sworn statement that then has the same value as a written attestation.

**2.03** If the employee has left the practice of their profession for more than five (5) years but less than ten (10) years, they are subject to a probation period. At the time of hiring, they are entitled to classification on the second (2nd) pay echelon for their class. After the probation period, the employee is entitled, for pay purposes only, to recognition of their prior years of experience.

**2.04** If the employee has ceased to practise their profession for more than ten (10) years, they are subject to a probation period. At the time of hiring, they are entitled to the minimum pay rate of pay for their class. After the probation period, the employee is entitled, for pay purposes only, to recognition of three quarters (3/4) of their prior years of experience.

**2.05** Despite clauses 2.01, 2.03 and 2.04, employees now in the service of the employer and those hired later are not credited with experience acquired in 1983 for the purpose of classification on their pay scale.

#### **ARTICLE 3 OVERTIME**

(The following article replaces Article 19 of the collective agreement.)

**3.01** Any work done in addition to the regular day or week of work is deemed to be overtime.

All overtime work must be done with the knowledge of the employee's immediate supervisor or the latter's replacement. In unforeseen circumstances, however, or if the employee cannot reach their immediate supervisor, or if justified by the demands of the work in progress, an employee is paid at the overtime rate by justifying the overtime work to their immediate supervisor or the latter's replacement within the next two (2) working days.

**3.02** An employee who works overtime is remunerated as follows for the number of hours worked:

1- with hours off in lieu of the overtime worked within the thirty (30) days that follow. The local parties may agree on any other period;

2- If the employer cannot grant the time off in lieu of overtime, the employee is paid for the overtime worked at straight-time rates.

Overtime after forty (40) hours of work entails either an increase of 50% in the regular hourly rate that the employee is paid for such hours, or time off in lieu of the overtime equal to 150% of the length of the overtime worked, as the case may be.

These rules also apply to part-time employees.

#### **ARTICLE 4 EVALUATION**

**4.01** Any evaluation of an employee's professional activities must be brought to their attention.

**4.02** Any request for information about an employee's professional activities, regardless of whether the employee is on duty, are answered by the personnel manager or the department head.

#### **ARTICLE 5 JOB TITLES, JOB DESCRIPTIONS AND PAY RATES AND SCALES**

##### **Classification of employees in job titles**

**5.01** An employee in the service of the institution on the date this collective agreement comes into effect who is classified in one of these job titles is deemed to possess the minimum qualifications required for that job title.

##### **Integration into the pay scale of employees hired after the date on which the collective agreement comes into force**

(The following clause replaces the third (3<sup>rd</sup>) paragraph of clause 8.23 of the collective agreement.)

**5.02** An employee hired after the date on which this collective agreement comes into force is integrated at the echelon corresponding to their years of professional experience and taking into account the provisions of clauses 5.07 to 5.13, if applicable, in accordance with the rules on echelon advancement.

An employee with no professional experience is integrated at the first echelon, subject to the provisions of clauses 5.07 to 5.13.

##### **Recognition of years of professional experience**

**5.03** One year of valid professional work is equal to one year of professional experience. For pay purposes, however, an employee cannot accumulate more than twenty-four (24) months of

experience during leave without pay to teach at a CEGEP, school board or university, providing that the nature of the teaching is specifically oriented towards the health and social services sector.

**5.04** Fractions of a year recognized under the preceding clause are counted for the purpose of determining the date on which an employee advances an echelon.

**5.05** Subject to clauses 5.07 to 5.13 of this article, an employee cannot accumulate more than one year of work experience during a period of twelve (12) months.

**5.06** Despite clauses 5.03 and 5.04, employees now in the service of the employer and those hired in the future cannot be credited with professional experience acquired in 1983 for purposes of integration into the pay scale.

### **Recognition of professional development studies after completion of an undergraduate university degree**

**5.07** This refers to academic training pertinent to the profession beyond an undergraduate university degree.

**5.08** One year of studies (or its equivalent, 30 credits) successfully completed in the same discipline or a discipline related to that mentioned in the employee's job description is equal to one (1) year of professional experience.

**5.09** However, a master's degree involving forty-five (45) or more credits and less than sixty (60) credits successfully completed in the same discipline or a discipline related to that mentioned in the employee's job description is equal to one-and-one-half (1-1/2) years of professional experience.

**5.10** Only the number of years usually required to complete the studies undertaken may be counted.

**5.11** A maximum of three (3) years of studies may be credited for purposes of experience.

**5.12** "Undergraduate university degree" means that an employee has completed the studies necessary to obtain an undergraduate degree in accordance with the system in effect when the studies were completed.

**5.13** On their date for echelon advancement, an employee is entitled, if applicable, to advance one (1) additional echelon in accordance with this article.

In applying clause 5.09, however, an employee who in the case of an annual advancement is entitled to recognition of one-half (1/2) of a year of experience because of the fact that they have successfully completed a master's degree by their regular advancement date advances an echelon at the end of a period of six (6) months following their regular echelon advancement date. This paragraph has the effect of modifying the employee's regular echelon advancement date.

### **Echelon advancement**

**5.14** An employee normally stays at an echelon for six (6) months of professional experience for echelons 1 to 8 and one (1) year of professional experience for echelons 9 to 18.

**5.15** Echelon advancement is granted upon satisfactory job performance.

**5.16** Accelerated echelon advancement is granted in accordance with the provisions of clauses 5.07 to 5.13, as the case may be.

**5.17** Accelerated echelon advancement is granted to an employee on their echelon advancement date for performance that is judged exceptional by the employer.

**5.18** However, no year or fraction of a year of experience acquired in 1983 is credited for the purpose of determining the date on which an employee advances one echelon.

#### **5.19 Professional co-ordination premium**

An employee who is entrusted with responsibility for and supervision of the work of a group consisting of at least four (4) professional employees receives a premium of 5% of their pay.

#### **5.20 Critical care premium and enhanced critical care premium**

(The following clause replaces the first (1<sup>st</sup>) paragraph of clause 9.14 of the collective agreement.)

An employee covered by the following paragraph receives the critical care or enhanced critical care premium for hours worked in critical care, as defined in the second (2<sup>nd</sup>) paragraph of 9.14, providing that they work there for a continuous period of at least three (3) hours.

This premium applies to employees in one of the following job titles:

- human relations officer (1553);
- audiologist (1254);
- audiologist-speech therapist (1204);
- dietitian-nutritionist(1219);
- occupational therapist (1230);
- speech therapist (1255);
- physiotherapist (1233);
- psychologist (1546);
- professional social worker (1550).

#### **5.21 Specific critical care and enhanced specific critical care premium**

(This article replaces the first (1<sup>st</sup>) paragraph of clause 9.15 of the collective agreement.)

An employee covered by the following paragraph receives a specific critical care or enhanced specific critical care premium for hours worked in the services defined in the second (2<sup>nd</sup>) paragraph of clause 9.15, providing that they work there for a continuous period of at least three (3) hours.

This premium applies to employees in one of the following job titles:

- human relations officer (1553);
- audiologist (1254);
- audiologist-speech therapist (1204);
- dietitian-nutritionist(1219);
- occupational therapist (1230);
- speech therapist (1255);
- physiotherapist (1233);

- psychologist (1546);
- professional social worker (1550).

## **ARTICLE 6 PROFESSIONAL SECRECY**

If an employee is summoned to testify about facts brought to their attention in the course of performing their duties, and if they expect that they will have to invoke professional secrecy, they may be accompanied by legal counsel chosen by and paid for by the institution.

## APPENDIX H

### REGIONAL DISPARITIES

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#### SECTION I DEFINITIONS

For the purposes of this appendix, the following terms mean:

##### 1.01 Dependant:

The spouse or dependent child as defined in Article 1 or any other dependant within the meaning of the *Taxation Act* (CQLR c I-3), providing that the latter resides with the employee. For the purposes of this appendix, however, income earned from employment by the employee's spouse does not have the effect of negating the spouse's status as a dependant.

Similarly, the fact that a child attends a high school recognized as being of public interest in a place other than the employee's place of residence does not negate their status as a dependant when no public high school is accessible in the locality in which the employee resides.

Similarly, the fact that a child attends a pre-school or elementary school recognized as being of public interest in a place other than the employee's place of residence does not negate their status as a dependant when no pre-school or elementary school, as the case may be, recognized as being of public interest is accessible in the child's language of instruction (French or English) in the locality in which the employee resides.

A child who is 25 years of age or younger is also be deemed to be a dependant if they meet the following three (3) conditions:

- 1) the child attends full-time a post-secondary school recognized as being of public interest in a place other than the place of residence of an employee working in a locality in Sectors III, IV or V, with the exception of Parent, Sanmaur and Clova, or working in Fermont;
- 2) the child had the status of dependant in accordance with the definition of dependant provided in this appendix in the twelve (12) months preceding the start of their program of post-secondary studies;
- 3) the employee has provided supporting documents attesting that the child is pursuing a program of post-secondary studies full-time, namely proof of registration at the start of the session and proof of attendance at the end of the session.

Recognition of the status of dependant as defined in the preceding paragraph allows the employee to retain the level of their isolation and remoteness premium and allows the dependent child to benefit from provisions on trips out.

However, transportation expenses for a dependent child resulting from other programs are deducted from the benefits pertaining to trips out for the dependent child.

Furthermore, a child who is 25 years of age or younger who is no longer considered to be a dependant for the purpose of applying this clause and who attends a post-secondary school recognized as being

of public interest regains the status of dependant if they comply with conditions 1) and 3) set out above.

## **1.02 Point of departure**

Domicile in the legal sense of the term at the time of hiring, providing that the domicile is located in a Québec locality. This point of departure may be changed by agreement between the employer and the employee providing that it is located in a Québec locality.

## **1.03 Sectors**

### **Sector V**

The localities of Tasiujaq, Ivujivik, Kangiqsualujuaq, Aupaluk, Quaqtac, Akulivik, Kangiqsujuaq, Kangirsuk, Salluit and Taqungajuk.

### **Sector IV**

The localities of Wemindji, Eastmain, Waskaganish, Nemaska (Nemiscau), Inukjuak, Puvirnituq, Umiujaq, Kuujuaq, Kuujuarapik and Whapmagoostui.

### **Sector III**

- The territory north of the 51st parallel, including Mistissini, Chisasibi, Radisson, Schefferville, Kawawachikamach and Waswanipi, with the exception of Fermont and the localities specified in Sectors IV and V;
- The localities of Parent, Sanmaur and Clova;
- The territory of the Côte-Nord east from Havre-Saint-Pierre to the Labrador border, including Anticosti Island.

### **Sector II**

- The municipality of Fermont;
- The territory of the Côte-Nord east of the Rivière Moisie to Havre-Saint-Pierre;
- The Îles-de-la-Madeleine.

### **Secteur I**

- The localities of Chibougamau, Chapais, Matagami, Joutel, Lebel-sur-Quévillon, Témiscamingue and Ville-Marie.

## SECTION II PREMIUM LEVELS

**2.01** An employee working in one of the above mentioned sectors receives an isolation and remoteness premium of:

Sectors	Rate 2015-04-01 to 2016-03-31 (\$)	Rate 2016-04-01 to 2017-03-31 (\$)	Rate 2017-04-01 to 2018-03-31 (\$)	Rate 2018-04-01 to 2019-04-01 (\$)	Rate as of 2019-04-02 (\$)
<b>With dependants</b>					
<b>Sector V</b>	19,382	19,673	20,017	20,417	20,825
<b>Sector IV</b>	16,429	16,675	16,967	17,306	17,652
<b>Sector III</b>	12,633	12,822	13,046	13,307	13,573
<b>Sector II</b>	10,041	10,192	10,370	10,577	10,789
<b>Sector I</b>	8,119	8,241	8,385	8,553	8,724
<b>Without dependants</b>					
<b>Sector V</b>	10,994	11,159	11,354	11,581	11,813
<b>Sector IV</b>	9,320	9,460	9,626	9,819	10,015
<b>Sector III</b>	7,897	8,015	8,155	8,318	8,484
<b>Sector II</b>	6,692	6,792	6,911	7,049	7,190
<b>Sector I</b>	5,676	5,761	5,862	5,979	6,099

**2.02** A part-time employee working in one of these sectors receives the premium prorated to the number of hours remunerated.

**2.03** The amount of the isolation and remoteness premium is prorated to the length of the employee's assignment in the territory of an employer included in a sector described in Section I.

**2.04** Subject to clause 2.08, the employer ceases to pay the isolation and remoteness premium established under this section if the employee and their dependants intentionally leave the territory during leave or a paid absence of more than thirty (30) days. The isolation and remoteness premium is continued as if the employee were at work, however, during absences for annual vacation leave, statutory holidays, sick leave, maternity leave, paternity leave, adoption leave, protective leave or leave resulting from an industrial accident or occupational disease.

An employee who makes use of the provisions of Article 34 (Leave with deferred pay plan) may, at their request, defer the payment of the isolation and remoteness premium on the same terms and conditions as those agreed upon for deferring their pay.

**2.05** In the event that both spouses within the meaning of Article 1 work for the same employer or that they work for two (2) different employers in the public and para-public sectors, only one (1) of the two (2) is entitled to the premium for an employee with dependants if there are one or more dependants other than the spouse. If there is no dependant other than the spouse, each is entitled to



the premium without dependants, notwithstanding the definition of the term “dependant” in clause 1.01 of Section I of this appendix.

### **SECTION III OTHER BENEFITS**

**3.01** The employer s assumes the following expenses for any employees recruited in Québec more than fifty (50) kilometres from the locality in which they are called upon to perform their duties, providing that the locality is situated in one of the sectors described in clause 1.03 of Section I.

- a) the cost of transportation for the relocated employee and their dependants;
- b) the cost of transporting their personal effects and those of their dependants, up to:
  - 228 kg for each adult and each child aged 12 or older;
  - 137 kg for each child under 12 years of age;
- c) the cost of transporting the employee’s furniture, if applicable;
- d) the cost of transporting a motor vehicle, if applicable, by road, boat or train;
- e) the cost of storing the employee’s furniture and personal effects, if applicable.

These expenses are borne by the employer between the point of departure and the locality to which the employee is assigned, and are reimbursed upon presentation of receipts.

In the case of an employee recruited from outside Québec, these expenses are borne by the employer without exceeding the equivalent of the costs between Montréal and the locality where the employee is assigned to perform their duties.

**3.02** If an employee eligible for the provisions of sub-paragraphs b), c) and d) of clause 3.01 decides not to make immediate use of some or all of these provisions, they remain eligible to use them for two (2) years from the day on which their assignment begins.

**3.03** An employee who leaves has the expenses provided in clause 3.01 above reimbursed.

Moreover, the weight of 228 kilograms in sub-paragraph b) of clause 3.01 is increased by 45 kilograms per year of service spent in the territory employed by the employer. This provision applies solely to the employee.

An employee is not, however entitled to reimbursement of these expenses if they resign from the position to go and work for another employer before having spent 45 calendar days in the territory.

**3.04** These expenses are payable providing that the employee does not have them reimbursed by another plan, such as the federal labour mobility plan, and only in the following cases:

- a) during the employee’s first assignment;
- b) at the time of a subsequent assignment or a transfer at the employer’ or employee’s request;

c) when the contract is breached or the employee resigns or dies; in the case of sectors I and II, however, reimbursement is prorated to the time worked compared to a reference period of one (1) year, except in the case of death;

d) when an employee obtains leave for studies; in this case, the expenses under clause 3.01 are also payable to an employee whose point of departure is situated 50 kilometres or less from the locality in which they were working.

**3.05** In cases where both spouses within the meaning of Article 1 work for the same employer, only one (1) of the two (2) spouses is entitled to the benefits conferred by this section. Should one of the spouses receive equivalent benefits from another employer or another source for this move, the employer is not required to make any reimbursement.

## **SECTION IV TRIPS OUT**

**4.01** The employer reimburses employees recruited more than fifty (50) kilometres from the locality in which they work for the expenses inherent in the following trips out for the employee and their dependants:

a) for localities in sectors III, with the exception of those listed in the following sub-paragraph, localities in sectors IV and V and the locality of Fermont: four (4) trips out per year for an employee without dependants, and three (3) trips out per year for an employee with dependants;

b) for the localities of Clova, Havre-Saint-Pierre, Parent, Sanmaur and the Îles-de-la-Madeleine: one (1) trip out per year.

An employee who comes from a locality located more than fifty (50) kilometres from their place of assignment who has been recruited on the spot and who has obtained the right to trips out because of living as if they were married to a spouse working in the public sector continues to be entitled to the trips out provided under this article even if they lose their status of spouse within the meaning of Article 1.

**4.02** The fact that the employee's spouse works for the employer or another employer in the public and para-public sectors does not entitle the employee to a greater number of trips out paid by the employer than the number provided for in the collective agreement.

In the case of trips out granted to an employee with dependants, it is not necessary for the trip out to be taken at the same time by all of the individuals entitled to it. The effect of this, however, must not be to grant the employee or their dependants more employer-paid trips out than the number provided for in the collective agreement.

**4.03** These expenses are reimbursed upon presentation of receipts for the employee and their dependants up to the equivalent of each return air fare (by regularly scheduled flights or chartered flights, if made with the employer's consent) between the locality to which the employee has been assigned and the departure point located in Québec, or as far as Montréal.

In the case of an employee recruited from outside Québec, these expenses must not exceed the lesser of the following two (2) amounts:

- either the equivalent of a return air fare (regularly scheduled flight) between the locality where the employee is assigned and their domicile at the time of hiring;

- or the equivalent of a return air fare (regularly scheduled flight) between the locality where the employee is assigned and Montréal.

**4.04** One (1) trip out may be used by a non-resident spouse, non-resident relative or friend to visit the employee living in one of the regions listed in clause 1.03. The provisions of this section on the reimbursement of expenses apply.

**4.05** Subject to an agreement with the employer on the terms and conditions for recovery, an employee covered by the provisions of clause 4.01 may take a maximum of one (1) trip out in advance in the event of the death of a close relative living outside the locality in which the employee works. For the purposes of this clause, a close relative is defined as a spouse, child, father, mother, brother, sister, father-in-law, mother-in-law, daughter-in-law or son-in-law. In no case, however, may this early trip out give the employee or their dependants more trips out than the number to which they are entitled.

**4.06** The distribution and scheduling of trips out provided for in 4.01, including arrangements for trips out when there are transportation delays that are not the employee's fault, may be the subject of an agreement between the union and the employer.

## **SECTION V REIMBURSEMENT OF EXPENSES IN TRANSIT**

**5.01** The employer reimburses employees for expenses incurred in transit (meals, taxis and lodging if necessary) for themselves and their dependants at the time of hiring and of any trip out provided by the collective agreement, upon presentation of receipts and on providing that these expenses are not borne by a carrier.

## **SECTION VI DEATH OF AN EMPLOYEE**

**6.01** In the event of the death of an employee or of one of their dependants, the employer pays the transportation for the patriation of the mortal remains. In addition, the employer reimburses dependants for expenses incurred for return travel between the locality of the deceased employee's assignment and their place of burial in Québec.

## **SECTION VII TRANSPORTATION OF FOOD**

**7.01** An employee who is unable to provide for their own food supplies in sectors V and IV in the localities of Kuujjuaq, Kuujuarapik, Whapmagoostui, Radisson, Mistissini, Waswanipi and Chisasibi because there are no sources of supplies in their locality benefits from payment of the costs of transporting up to the following quantities of food:

- 727 kg per year per adult and per child aged 12 or older;
- 364 kg per year per child under 12.

This benefit is granted in accordance with one of the following formulas:

- a) either the employer takes responsibility for transporting the food from the most accessible or most economical source of supply in terms of transportation, and bears the cost directly;
- b) or the employer pays the employee an allowance equal to the cost which would have been incurred under the first formula.

**7.02** An employee benefiting from the reimbursement of the cost of transporting food under clause 7.01 is entitled annually on March 1 of each year to an additional indemnity equal to sixty-six per cent (66%) of the amount of the expenses incurred for the transportation of food in the previous calendar year.

## **SECTION VIII VEHICLE AT AN EMPLOYEE'S DISPOSAL**

**8.01** In all localities in which private vehicles are forbidden, the availability of vehicles for employees may be covered by local arrangements.

## **SECTION IX HOUSING**

**9.01** The obligations and practices related to the employer supplying the employee with a dwelling at the time of hiring are only maintained in the places where they already exist.

**9.02** The rents charged to employees benefiting from housing in sectors V, IV and III and in Fermont are maintained at their December 31, 1988 rates.

**9.03** At the union's request, the employer explains how housing is allocated. Similarly, at the union's request, the employer informs the union of existing maintenance measures.

## **SECTION X RETENTION PREMIUM**

**10.01** An employee working in the localities of Sept-Îles (including Clarke City), Port-Cartier, Galix or Rivière-Pentecôte receives a retention premium equal to eight per cent (8%) of their annual pay.

## **SECTION XI PROVISIONS OF PREVIOUS COLLECTIVE AGREEMENTS**

The employer agrees to renew the agreements on trips out for employees hired from less than fifty (50) km away from Schefferville or Fermont for all employees who were entitled to them on December 31, 1988.

## **APPENDIX I**

### **SPECIAL CONDITIONS FOR EMPLOYEES WORKING IN COMMUNITY SERVICES (LAUNDRIES)**

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To the extent that they are not otherwise modified by this appendix, the provisions of the collective agreement apply to employees of community services (laundries).

#### **HYGIENE MEASURES**

The employer provides employees assigned to sorting or receiving soiled linen with the possibility of taking a shower during working hours to avoid the transmission of pathogenic germs to family members or acquaintances.

The employer endeavours to eliminate emanations of nauseating odours by means of the appropriate techniques as much as possible.

## APPENDIX J

### SPECIAL CONDITIONS FOR SOCIAL ASSISTANCE TECHNICIANS

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#### ARTICLE 1 MECHANISMS FOR THE INTEGRATION OF SOCIAL ASSISTANCE TECHNICIANS

**1.01** Employees receive the pay for the echelon in their job title corresponding to the number of years of experience in the same or a comparable job title and taking into account valid experience acquired in another job title, as the case may be.

**1.02** Employees retain years of experience already recognized by the employer as a vested right. Thus, years of experience already recognized for an employee cannot be contested for any reason whatsoever.

**1.03** The pay scale for a social assistance technician applies to employees who have completed the training to become social assistance technicians.

**1.04** The provisions contained in Appendix O (Recognition of additional education) apply to employees covered by this article.

**1.05** Employees employed by an institution who successfully completes thirty (30) credits of the program of studies leading to a university degree in social work, sociology, criminology, psychology or sexology advances two (2) additional echelons on the social assistance technicians' pay scale, in accordance with the provisions of Appendix O.

**1.06** Each time an employee completes one (1) year of service in their job title, they advance one echelon on the pay scale, if this is possible given the number of echelons on the pay scale.

For the purpose of calculating the experience of an employee who works part-time, each day of work is equal to 1/225<sup>th</sup> of a year of experience. However, for an employee who is entitled to twenty-one (21), twenty-two (22), twenty-three (23), twenty-four (24) or twenty-five (25) days of annual vacation, each day of work equals 1/224<sup>th</sup>, 1/223<sup>rd</sup>, 1/222<sup>nd</sup>, 1/221<sup>st</sup> or 1/220<sup>th</sup> of a year of experience.

However, the year or fraction of a year of service acquired as well as the number of days of work accumulated in 1983 is not credited for the purpose of determining the date on which an employee advances one echelon on the pay scale.

**1.07** Despite clause 1.01, employees currently in the service of the employer as well as those hired subsequently are not credited with experience acquired in 1983 for purposes of classification on the pay scale.

#### ARTICLE 2 PROFESSIONAL SECRECY

To protect the professional secrecy of employees, the employer hires and pays the fees for legal counsel to represent an employee who is summoned to appear in court and whose testimony is required.

### **ARTICLE 3 CRITICAL CARE AND ENHANCED CRITICAL CARE PREMIUM**

(The following clause replaces the first (1<sup>st</sup>) paragraph of clause 9.14 of the collective agreement.)

A social assistance technician receives the critical care or enhanced critical care premium for hours worked in critical care, as defined in the second (2<sup>nd</sup>) paragraph of clause 9.14, providing that they work there for a continuous period of at least three (3) hours.

### **ARTICLE 4 SPECIFIC CRITICAL CARE PREMIUM AND ENHANCED SPECIFIC CRITICAL CARE PREMIUM**

(This article replaces the first (1<sup>st</sup>) paragraph of clause 9.15 of the collective agreement.)

A social assistance technician receives a specific critical care or enhanced specific critical care premium for hours worked in the services defined in the second (2<sup>nd</sup>) paragraph of clause 9.15, providing that they work there for a continuous period of at least three (3) hours.

## **APPENDIX K**

### **SPECIAL PROVISIONS FOR AN INTEGRATION CARRIED OUT UNDER SECTIONS 130 TO 136 OF THE *ACT RESPECTING OCCUPATIONAL HEALTH AND SAFETY* (CQLR c S-2.1)**

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#### **ARTICLE 1 SCOPE**

To the extent they are not otherwise modified by this appendix, the provisions of this collective agreement apply to employees who are to be integrated.

##### **A) Voluntary transfers**

Newly created positions are not posted and the positions are filled by employees to be integrated. By virtue of the integration, their appointment cannot be challenged.

##### **B) Seniority**

Years of service acquired with the original employer are transferred as years of seniority in the institution.

##### **C) Professional experience**

An employee's experience is recognized if it is deemed pertinent by the institution.

##### **D) Pay**

Employees do not incur any reduction in their hourly rate of pay.

##### **E) Annual vacation leave**

From the date they begin work, the provisions of the collective agreement on annual vacation leave apply to integrated employees.

##### **F) Pension plan**

Employees are covered by the Government and Public Employees Retirement Plan from the date they begin work for the institution.

#### **ARTICLE 2 OTHER WORKING CONDITIONS**

Integrated employees cannot transfer any other working conditions from the original employer.



## APPENDIX L

### SPECIAL CONDITIONS FOR EMPLOYEES HOLDING FULL-TIME POSITIONS WORKING ON STEADY NIGHT SHIFTS

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**1.01** An employee who on the date this collective agreement is signed is entitled to one (1) weekend of three (3) consecutive days off in each two (2)-week period continues to be entitled to this additional day of paid leave.

For the additional day of paid leave provided for in the preceding paragraph, an employee receives remuneration equal to what they would receive if they were at work.

**1.02** For any absence for which an employee receives remuneration, benefits or an indemnity, however, the pay<sup>1</sup> or the pay used as the reference for determining such a benefit or indemnity, as the case may be, is reduced by the percentage of the night shift premium that would apply to them under paragraph B of clause 9.06 of the collective agreement.

The above paragraph does not apply in the case of the following absences:

- a) statutory holidays;
- b) annual vacation leave;
- c) maternity, paternity or adoption leave;
- d) absence for disability, from the sixth (6<sup>th</sup>) working day on;
- e) absence for employment injury recognized as such in accordance with the provisions of the *Act respecting industrial accidents and occupational diseases* (CQLR c A-3.001);
- f) additional day of leave with pay as provided in clause 1.01 of this appendix.

**1.03** When the conversion of the night shift premium into paid time off exceeds twenty-four (24) days, the employee receives, no later than December 15 of each year, an amount corresponding to pay equal to the number of unused days exceeding twenty-four (24) days and calculated as follows:

$$\text{Number of days exceeding 24} \quad \times \quad \left( \frac{\text{Number of days worked during the reference year}}{204^2} \right)$$

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<sup>1</sup> Pay means rate of pay plus, if applicable, the supplement, responsibility premium or additional remuneration provided under Article 4 of Appendix B, Article 5 of Appendix D or Article 2 of Appendix O.

<sup>2</sup> When an employee is entitled to more than 20 days of annual leave, the number “204” is reduced by the number of days exceeding 20.

For the first (1<sup>st</sup>) year of application, this amount is proportional to the number of days between the date on which this collective agreement comes into force and November 30, 2016 divided by 365 days.

Should an employee leave the position or change status or shift of work, the amounts due are calculated using the formula given above, taking into account the number of days worked between December 1 and the date of departure or change of status or shift, as the case may be.

**1.04** An employee covered by this appendix may resume a full schedule of work in accordance with terms and conditions to be agreed upon by the employer, the union and the employee.

**1.05** An employee entitled to paid time off under this appendix retains full-time employee status.

**1.06** The provisions of Article 20 (Paid statutory holidays) of this collective agreement apply to employees covered by this appendix.

**1.07** An employee covered by this appendix is not entitled to the night shift premium under clause 9.06 of the collective agreement unless they work overtime on the night shift.

## APPENDIX M

### CONTRACT FOR SERVICES (CONTRACTING OUT) IN PRIVATE INSTITUTIONS UNDER AGREEMENT

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The provisions of this appendix apply to private institutions under agreement (EPCs) and replace Article 29 of the collective agreement.

Any contract between the employer and a third party that directly or indirectly takes away some or all of the duties performed by employees covered by the bargaining unit oblige the employer to the following vis-à-vis the union and employees:

1. The employer notifies the third party of the existence of the bargaining unit and the collective agreement and its content.
2. There may not be any layoffs, dismissals or permanent layoffs as a direct or indirect result of such contract.
3. Any changes in the working conditions of an employee affected by such contract must be in accordance with the provisions of this collective agreement.

The termination of a contract for services (contracting out) may not be motivated or mainly caused by a sub-contractor's employees exercising any of their rights whatsoever under the *Labour Code* (CQLR c C-27).

In the case of work performed by employees in housekeeping, food (kitchen and cafeteria) and nursing services, contracts for services to be awarded or renewed by the employer must provide that the pay and benefits to be paid by a subcontractor to its employees working in the employer's institution are generally comparable to market rates in the health sector for similar job titles.

The rates of pay and benefits of employees of a subcontractor whose rates of pay and benefits are determined by a collective agreement are presumed to be generally comparable.

Moreover, the employer may not award, renew or terminate any contract for services in housekeeping, food (kitchen and cafeteria) and nursing services without notifying the union at least thirty (30) days in advance.

## APPENDIX N

### SPECIAL CONDITIONS FOR EMPLOYEES WITH A NURSING JOB TITLE REQUIRING AN UNDERGRADUATE UNIVERSITY DEGREE

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#### ARTICLE 1 SCOPE

**1.01** To the extent they are not otherwise modified by this appendix, the provisions of the collective agreement apply to employees in the following job titles:

- 51911 Nurse clinician
- 1912 Nurse clinician assistant head nurse  
Nurse clinician assistant to the immediate superior
- 1913 Care counsellor nurse
- 1914 Specialty nurse practitioner candidate
- 1915 Specialty nurse practitioner
- 1916 Nurse surgical first assistant
- 1917 Nurse clinician specialist

**1.02** The following provisions in Appendix D apply to employees covered by this appendix:

- article 6 - seniority and experience;
- article 7 - nursing committee;
- article 8 - annual vacation leave;
- article 11 - replacement in different duties.

**1.03** The following provisions from Appendix G apply to employees covered by this appendix:

- article 4 - evaluation;
- article 5 - recognition of years of professional experience (clauses 5.03 to 5.06);  
recognition of professional development studies after obtaining an  
undergraduate university degree (clauses 5.07 to 5.13);  
echelon advancement (clauses 5.14 to 5.18);
- article 6 - professional secrecy.

#### ARTICLE 2 PRIOR EXPERIENCE

(This article replaces articles 17.01 to 17.04 of the collective agreement.)

**2.01** An employee currently in the employer's service or hired in the future is, for pay purposes only, classified on the basis of the length of their previous work in one of the job titles stipulated in this appendix and taking into account valid experience in a comparable job title, as the case may be, providing that they have not ceased to practise their profession for more than five (5) consecutive years. An employee who left the profession more than five (5) years ago may not be classified immediately at the last echelon of the pay scale.

Any fraction of a year recognized under the preceding paragraph is counted for the purpose of determining an employee's date of echelon advancement.

**2.02** At the time of hiring, the employer must require an attestation of this experience from the employee, who obtains it from the employer where the experience was acquired. If this is not done, the employer may not hold a prescribed time limit against the employee. If it is impossible for the employee to provide a written attestation of their experience, they may, after demonstrating that it is impossible, declare their experience under oath, which then has the same value as a written attestation.

**2.03** Despite clause 2.01, employees now in the service of the employer and those hired subsequently cannot be credited with experience acquired in 1983 for the purpose of classification on the pay scale.

### **ARTICLE 3 SPECIAL PROVISIONS RELATED TO ARTICLE 15 (JOB SECURITY)**

For the purpose of applying clause 15.05 (comparable position), the job titles covered in this appendix are deemed to be included in the “nursing” sector of work.

### **ARTICLE 4 OVERTIME**

(This article replaces clause 19.03 of the collective agreement.)

An employee who works overtime is remunerated for the number of hours worked as follows:

1- time off in lieu of overtime within the following thirty (30) days; the local parties may agree on any other period of time;

2- if the employer is unable to grant the time off in lieu of overtime, the overtime is paid at the straight-time rate.

Overtime after forty (40) hours of work entails either an increase of 50% in the regular hourly rate that the employee is paid for these hours or time off in lieu of the overtime equal to 150% of the length of the overtime worked, as the case may be.

Despite the preceding, the method of remuneration of overtime provided for in clause 19.03 applies to nurse clinicians (1911), nurse clinician assistant head nurses and nurse clinician assistants to the immediate superior (1912) who work in services where care is delivered twenty-four (24) hours a day, seven (7) days a week.

These rules also apply to part-time employees.

### **ARTICLE 5 PROVISIONS ON REMUNERATION**

#### **Integration into the pay scales of employees hired after the date on which the collective agreement comes into force**

**5.01** An employee hired after the date on which this collective agreement comes into force is integrated at the echelon corresponding to their years of experience in accordance with Article 2 of this appendix and taking into account the provisions of clauses 5.07 to 5.13 of Appendix G, if applicable, all in accordance with the rules on echelon advancement.

**5.02** An employee without experience in one of the job titles stipulated in this appendix is integrated at the first (1st) echelon, subject to the provisions of clauses 5.07 to 5.13 of Appendix G.

## **Integration into the pay scales of employees promoted after the date on which the collective agreement comes into force**

**5.03** An employee promoted to a position with a job title covered by this appendix is paid the rate of pay for this new job title that is immediately higher than what they were paid in the job title they are leaving, taking into account the additional remuneration for post-graduate training provided in Article 5 of Appendix D, if applicable.

An assistant head nurse or assistant to the immediate superior who obtains a position as a nurse clinician continues to be paid the remuneration they received before the promotion (pay plus, if applicable, the additional remuneration for post-graduate training provided in Article 5 of Appendix D) until they arrive at an echelon in their new pay scale that provides pay equal to or greater than the remuneration they received before the promotion.

**5.04** If during the twelve (12) months following each increase in the pay scale an employee in one of the job titles covered by clause 1.01 is paid less than what she/he would have received in their former job title (taking into account, if applicable, additional remuneration for post-graduate training), the employee is paid what they would have received in their former job title, as of the date on which their pay falls behind until their echelon advancement on the pay scale. If, however, that echelon advancement on the pay scale results in a pay that is less than what they would have received in their former job title, they continue to receive the pay for the former job title until their next echelon advancement.

## **ARTICLE 6 SPECIAL PROVISIONS FOR CERTAIN ROLES**

**6.01** A community health nurse<sup>1</sup>, assistant head nurse or assistant to the immediate superior who obtains a master's degree in nursing, a bachelor's degree in nursing or a bachelor of science involving at least two (2) recognized certificates in the field of nursing after the date on which the collective agreement comes into force is classified as a nurse clinician, nurse clinician assistant head nurse or nurse clinician assistant to the immediate superior, as the case may be, as of the date on which they obtain the degree.

**6.02** The rules for integrating an employee reclassified under clause 6.01 are those given in clause 5.03 of this appendix.

## **ARTICLE 7 PROVISIONS ON ACADEMIC TRAINING OF NURSE CLINICIANS AND CARE COUNSELLOR NURSES**

### **7.01 Nurse clinicians**

An employee working in an institution in the health and social services sector on May 14, 2006 who had a bachelor's degree in science comprising at least two (2) certificates admissible under the terms of the provisions of the 2000-2002 collective agreement qualifies to apply for a nurse clinician job. The same goes for an employee who on May 14, 2006 was pursuing studies to complete a third (3<sup>rd</sup>) certificate to obtain such a bachelor's degree. If an employee who on May 14, 2006 was pursuing studies had completed or begun studies for a second (2<sup>nd</sup>) certificate in a bachelor of science program,

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<sup>1</sup> This only applies to nurses working in the framework of a CLSC mission.

the third (3<sup>rd</sup>) certificate must be a recognized nursing certificate listed in clause 7.03, unless the person already had two (2) recognized certificates in nursing.

The employee is responsible for providing a copy of the degrees obtained in order to qualify to apply for this job with either their current employer or a future employer.

## **7.02 Care counsellor nurse**

An employee working in an institution in the health and social services sector on May 14, 2006 who had three (3) recognized certificates in nursing listed in clause 7.03 is qualified to apply for a job as care counsellor nurse.

An employee who, on May 14, 2006 had begun studies for a third (3<sup>rd</sup>) certificate in nursing recognized in clause 7.03 also qualifies to apply for a job as care counsellor nurse. A certificate in management or administration does not, however, count as a certificate in nursing.

The employee is responsible for providing a copy of the degrees obtained in order to qualify to apply for this job with either their current employer or a future employer.

## **7.03 Recognized certificates in nursing**

For the purpose of applying this collective agreement, the recognized certificates in nursing are those listed below.

This list is composed of undergraduate certificates. The actual names of these certificates may vary from one university to the next and depending on the period when they were offered.

Nursing science: Integration and Perspectives (Sciences infirmières: intégration et perspectives)

Nursing care (Soins infirmiers)

Nursing care (clinical setting) (Soins infirmiers: milieu clinique)

Palliative care (Soins palliatifs)

Critical care (Soins critiques)

Perioperative nursing care (Soins infirmiers périopératoires)

Nursing care: public health (Soins infirmiers: santé publique)

Community health (Santé communautaire)

Mental health (Santé mentale)

Gerontology (Gérontologie)

Social gerontology (Gérontologie sociale)

Occupational health and safety (Santé et sécurité au travail)

Drug addiction (Toxicomanie)

Youth Intervention: theory and practice (Intervention auprès des jeunes: fondements et pratiques)

Early childhood and family care: early intervention (Petite enfance et famille: intervention précoce)

Psychology (Psychologie)

Psychosocial techniques (Pratiques psychosociales)  
Family living education (Éducation à la vie familiale)  
Adult education (Éducation des adultes)  
Human relations and family living (Relations humaines et vie familiale)  
Health service management (Administration des services de santé)  
Organizational management (Gestion des organisations)  
Management (Administration)



## APPENDIX O

### RECOGNITION OF ADDITIONAL EDUCATION

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#### ARTICLE 1 SCOPE

The provisions of this appendix apply to employees whose job title requires a college studies diploma (DEC) and who are classified in the technicians group (Code 2000) in the collective agreement, except for employees covered by Appendix D.

#### ARTICLE 2 POST-GRADUATE TRAINING

**2.01** The successful completion of any recognized program of post-graduate studies worth fifteen (15) or more units (credits) but less than thirty (30) units (credits) is equal to one (1) year of service for the purpose of echelon advancement on the pay scale or additional remuneration of 1.5% of the rate of pay at the top echelon of the pay scale, as the case may be.

**2.02** The successful completion of any recognized program of post-graduate studies worth thirty (30) units (credits) is equal to two (2) years of service for the purpose of echelon advancement on the pay scale or additional remuneration of 3% of the rate of pay at the top echelon of the pay scale, as the case may be.

**2.03** For the purpose of applying clauses 2.01 and 2.02, an employee who uses more than one program of post-graduate studies in their specialty has one (1) or two (2) years of service recognized for the purpose of echelon advancement for each program, as the case may be, up to a maximum of four (4) years of service for all programs, or receives additional remuneration of a maximum of 6% of the rate of pay at the top echelon of the pay scale.

**2.04** When an employee has a recognized bachelor's degree, they have four (4) years of service recognized for the purpose of echelon advancement or receive additional remuneration of a maximum of 6% of the rate of pay for the top echelon on the pay scale, as the case may be.

An employee enrolled in a program of studies leading to a bachelor's degree has two (2) years of service recognized for the purpose of echelon advancement on their pay scale or receives additional remuneration of 3% of the rate of pay at the top echelon on the pay scale, as the case may be, once they have successfully completed the first thirty (30) units (credits). Once the employee obtains the bachelor's degree, they have two (2) years of service recognized for the purpose of echelon advancement or receive additional remuneration of 3% of the rate of pay at the top echelon on the pay scale, as the case may be.

**2.05** When an employee has a recognized master's degree, they have six (6) years of service recognized for the purpose of echelon advancement on their pay scale or receive additional remuneration of a maximum of 6% of the rate of pay at the top echelon on the pay scale, as the case may be.

**2.06** To entitle an employee to the additional echelons on the pay scale provided for in the preceding clauses, the post-graduate training must be related to the specialty in which the employee works. To entitle an employee to the additional remuneration, the post-graduate training must be required by the employer. If an employee uses more than one program of post-graduate studies in the specialty in which they work, they have one (1) or two (2) years of service recognized for the

purpose of echelon advancement for each applicable program or receive additional remuneration of up to a maximum of 6% of the rate of pay at the top echelon on the pay scale, as the case may be.

**2.07** Subject to clause 2.03, the post-graduate training provided for in this collective agreement acquired on top of basic training cannot be cumulative for the purpose of advancing on the pay scale or obtaining additional remuneration, as the case may be. An employee only benefits from the diploma or degree entitling them to the most years of service for the purpose of echelon advancement.

**2.08** An employee who has benefited from additional echelons for post-graduate training receives the additional remuneration for the post-graduate training once they have completed one (1) year or more of experience at the top echelon of their pay scale and when the post-graduate training is required by the employer according to the provisions of clause 2.09.

When an employee holding a position for which post-graduate training is required cannot benefit from all the years of service for the purpose of echelon advancement to which their post-graduate training entitles them because their combined experience and post-graduate training already puts them at the top echelon of their pay scale, for each echelon that is no longer available to them the employee receives additional remuneration equal to 1.5% of the rate of pay at the top of their pay scale until this additional remuneration corresponds to the total number of echelons to which they are entitled for the post-graduate training without, however, exceeding 6%.

An employee who is at the top echelon solely on the basis of experience benefits from the additional remuneration for post-graduate training when it is required by the employer in accordance with the provisions of clause 2.09.

**2.09** For the purposes of applying this article, the employer has six (6) months from when this collective agreement comes into force to identify the list of post-graduate programs of studies deemed to be required by service and job title that entitle employees to additional remuneration.

### **ARTICLE 3 RECOGNIZED POST-GRADUATE TRAINING**

**3.01** The list of post-graduate programs of studies and their relative worth recognized under the terms of the collective agreement that came into force on May 22, 2000, as well as programs of studies recognized by the Ministère de l'Éducation et de l'Enseignement supérieur are recognized for the purposes of applying this appendix.

**3.02** Any diplomas or degrees issued outside the Province of Québec must be validated by a certificate of equivalence issued by the authorized government agency.

## APPENDIX P

### REGARDING A FOUR (4)-DAY SCHEDULE

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The local parties may agree to implement a four (4)-day work week with a reduction in work time in accordance with the following guidelines.

A) For full-time employees, the regular work week is modified as follows:

a) The regular work week of employees who now work thirty-two-and-one-half (32.5) hours becomes thirty (30) hours, divided into four (4) days of seven-and-one-half (7.5) hours per day of work.

b) The regular work week of employees who now work thirty-five (35) hours becomes thirty-two (32) hours, divided into four (4) days of eight (8) hours per day of work.

c) The regular work week of employees who now work thirty-six-and-one-quarter (36.25) hours becomes thirty-two (32) or thirty-three (33) hours, divided into four (4) days of eight (8) or eight-and-one-quarter (8.25) hours per day of work.

d) The regular work week of employees who now work thirty-seven and one half (37.5) hours becomes thirty-three (33) hours divided into four (4) days of eight and one quarter (8.25) hours per day of work.

e) The regular work week of employees who now work thirty-eight-and-three-quarters (38.75) hours becomes thirty-four (34) or thirty-five (35) hours, divided into four (4) days of eight-and-one-half (8.5) or eight-and-three-quarters (8.75) hours per day of work

B) Conversion of days of leave into premiums

- The maximum number of sick days that can be accumulated annually drops from 9.6 to 5.
- Statutory holidays may be reduced by at least 8 days and no more than 11 days.
- The days of leave freed up are converted into a premium added to the hourly rate for the job title. Depending on the number of days of leave converted, the percentage varies in accordance with the following chart:

<b>Days converted</b>	<b>Percentage of premium</b>
12.6	4.3
13.6	4.9
14.6	5.5
15.6	6.0

C) Modifications resulting from the new schedule

Full-time employees continue to be governed by the rules for full-time employees.

In addition to benefits such as statutory holidays and sick leave that are taken into account for the purpose of calculating the percentage rate of compensation, the other benefits to be established in proportion to the new duration of work are:

- weekly premiums;
- floating days off;  
and
- annual vacation leave.

	<b>Former schedule</b>	<b>New schedule</b>
Less than 17 years of service	20 days	16 days
17 or 18 years of service	21 days	16.8 days
19 or 20 years of service	22 days	17.6 days
21 or 22 years of service	23 days	18.4 days
23 or 24 years of service	24 days	19.2 days
25 years of service or more	25 days	20 days

The pay to be taken into account in calculating any benefit, allowance and so on is the pay provided for the new schedule, including the premium for converted days of leave, in particular for calculating:

- maternity, paternity and adoption leave benefits;
- disability insurance benefits;
- leave with deferred pay.

Despite the preceding paragraph, layoff benefits for a full-time employee must be equal to the pay provided for their job title or their off-the-scale rate of pay, as the case may be, at the time of the layoff. Evening, night split-shift, seniority, responsibility and inconvenience premiums not incurred are excluded from the basis for calculating layoff benefits.

The waiting period for disability benefits for a full-time employee is four (4) working days.

For the purposes of qualifying for overtime, a regular day of work for a full-time employee or a part-time employee replacing a full-time employee is the day of work provided in the new schedule.

A regular work week for a full-time employee or a part-time employee replacing a full-time employee for the entire week is the work week provided in the new schedule.

The regular work week for a full-time employee or a part-time employee doing replacement work on both types of schedules is the work week for a five (5)-day schedule provided for the job title.

#### D) Terms and conditions

The model chosen on the basis of the provisions in paragraphs A, B and C and its duration and terms and conditions of implementation must be agreed upon by the local parties. The model selected is only applicable if all employees in the targeted field of implementation agree to participate. Where the activities of the service allow for it, the local parties may agree to make the four (4)-day schedule available on an individual basis.

The terms and conditions to be agreed upon locally include in particular:

- a) the field of implementation (service);

- b) implementation for a minimum period of one (1) year, renewable;
- c) the possibility for either party to end the arrangement on sixty (60) days' notice before the end of the implementation period;
- d) the possibility for the parties to end the agreement at any time by mutual consent;
- e) the possibility of splitting one of the weeks of annual leave into days;
- f) what is to be done with the hours of work freed up by implementation of the model.

E) Any full-time employee affected by this appendix may continue to participate in the pension plan as if they were full-time, in which case a full year of service and the corresponding pensionable earnings are credited to them. To this end, the local parties may agree on terms and conditions for payment of the employee's contributions to the pension plan. If they do not agree, the employee pays the full amount of contributions normally due for the leave time.

## **APPENDIX Q**

### **SPECIAL CONDITIONS FOR OUTPOST/DISPENSARY NURSES**

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#### **ARTICLE 1 SCOPE**

The provisions of this appendix apply to nurses, nurse clinicians and outpost/dispensary nurses working in one of the following outposts or dispensaries of the Centre intégré de santé et de services sociaux de la Côte-Nord: Aguanish, Baie-Johan-Beetz or Natashquan.

#### **ARTICLE 2 ANNUAL UPGRADING TRAINING**

An employee working in an outpost or dispensary where there is no full-time physician is entitled to one (1) period of five (5) days of upgrading training per year, adapted to the needs of the employer. This upgrading training period must be combined with one (1) trip out unless the training is provided at the institution itself.

#### **ARTICLE 3 STAND-BY DUTY AT HOME**

An employee covered by this appendix who is on stand-by duty at home and provides phone consultation services or advice pertaining to the health status of users is remunerated in accordance with overtime provisions for the time spent on these phone consultations, in addition to receiving the premium provided in clause 19.07. They are not, however, entitled to callback benefits.

#### **ARTICLE 4 ECHELON ADVANCEMENT FOR OUTPOST/DISPENSARY NURSES**

The provisions of clauses 5.14 to 5.18 of Appendix G apply to nurses working in an outpost or dispensary for the purpose of echelon advancement.

#### **ARTICLE 5 SAFETY**

The employer pledges to take the appropriate steps to ensure that there are at least two (2) employees per outpost or dispensary.

This provision does not apply, however, if the employee resides with an adult family member or spouse, or when the employee, with the consent of the employer, prefers to work alone at the outpost or dispensary.

## APPENDIX R

### SPECIAL CONDITIONS FOR CLOSED CUSTODY, INTENSIVE SUPERVISION AND EVALUATION OF REPORTS CONCERNING CHILDREN AND YOUTH

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#### ARTICLE 1 SCOPE

This appendix concerns employees assigned to the surveillance or rehabilitation of youth placed in closed custody under the *Youth Criminal Justice Act* (S.C. 2002, c. 1) or placed in services where intensive supervision is provided, as well as employees working as psychosocial workers whose duties include as a major and regular component the evaluation of reports regarding children and youth under the *Youth Protection Act* (CQLR c P-34.1).

Employees covered by the appendix in the 1995-98 agreement for rehabilitation centres concerning the special premium for employees of residential care facilities working in a secure environment and who continue to perform the same duties are covered by this appendix.

#### ARTICLE 2 PREMIUM FOR CLOSED CUSTODY, INTENSIVE SUPERVISION AND EVALUATION OF REPORTS CONCERNING CHILDREN AND YOUTH

Employees receive a weekly premium of:

Rate 2015-04-01 to 2016-03-31 (\$)	Rate 2016-04-01 to 2017-03-31 (\$)	Rate 2017-04-01 to 2018-03-31 (\$)	Rate 2018-04-01 to 2019-04-01 (\$)	Rate as of 2019-04-02 (\$)
18.65	18.93	19.26	19.65	20.04

#### ARTICLE 3 FLOATING DAYS OFF

**3.01** On July 1 of each year, a full-time employee is entitled to one half (1/2) day of paid leave for each month worked, up to a maximum of five (5) days per year.

**3.02** An employee who leaves an assignment in a job that entitles them to these floating days off receives the remuneration they would normally receive when taking the days off for every unused day off that they have accumulated.

**3.03** A part-time employee is not entitled to these floating days off and instead receives monetary compensation of 2.2% with each pay, applied to:

- pay, premiums<sup>1</sup> and additional remuneration provided for in Article 5 of Appendix D or Article 2 of Appendix O;

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<sup>1</sup> Evening and night shift, enhanced evening and night shift, shift rotation and weekend shift premiums are not taken into account.

- the pay they would receive if not on unpaid sick leave while assigned to a position or assignment;
- the amount of pay used to calculate allowances for maternity, paternity, adoption or protective leave. However, the amount calculated during protective leave is not paid with each pay but is instead accumulated and paid at the same time as vacation pay.

#### ARTICLE 4 INSTITUTIONS COVERED

**4.01** For closed custody, these provisions apply to institutions covered under the law. The institutions concerned are:

Centre intégré de santé et de services sociaux du Bas-Saint-Laurent	Unités de réadaptation Rimouski Unité Le Quai
Centre intégré universitaire de santé et de services sociaux du Saguenay-Lac-St-Jean	Centre de réadaptation St-Georges Unité L'Escale Centre de réadaptation La Chesnaie Unité L'Entracte
Centre intégré universitaire de santé et de services sociaux de la Capitale-Nationale	Centre de réadaptation jeunesse Le Gouvernail Unité Banlieue Unité Oasis Unité l'Orchidée
Centre intégré universitaire de santé et de services sociaux de la Mauricie-et-du-Centre-du-Québec	Centre de réadaptation Laforest (Drummondville) La Clairière  Centre de réadaptation Bourgeois (Trois-Rivières) Unité Le Séjour Urgence Sociale
Centre intégré universitaire de santé et de services sociaux de l'Estrie - Centre hospitalier universitaire de Sherbrooke	Point de service Val-du-Lac Escale Avant-garde
Centre intégré universitaire de santé et de services sociaux du Centre-Sud-de-l'Île-de-Montréal	Site Cité des Prairies Unité Aube Unité Envol Unité Épisode Unité Gite Unité Havre Unité Source



Centre intégré de santé et de services sociaux de la Côte-Nord	Pavillon Richelieu Unité Horizon
	Les unités de réadaptation de Sept-Îles Unité La Halte
Centre intégré de santé et de services sociaux de la Gaspésie	Site Gaspé Unité La Rade
Centre intégré de santé et de services sociaux de Chaudière-Appalaches	Site Campus Lévis Le Boisé
Centre intégré de santé et de services sociaux de Laval	Centre Notre-Dame de Laval Passerelle Interlude
	Centre Cartier Tournant Transit Station
Centre intégré de santé et de services sociaux de Lanaudière	Campus Joliette Unité Le Relais
Centre intégré de santé et de services sociaux des Laurentides	Campus d'Huberdeau Unité Le Relais
Centre intégré de santé et de services sociaux de la Montérégie-Est	Campus Chambly L'Azimut L'Émergence La Passerelle Le Versant
	Campus St-Hyacinthe Le Séjour

**4.02** These provisions apply to employees working in the child and youth protection mission who evaluate reports on children and youth and employees working in the mission of rehabilitation centres for youth with adjustment problems in intensive supervision units covered by this appendix.

## APPENDIX S

### SPECIAL CONDITIONS FOR EMPLOYEES OF REHABILITATION CENTRES OFFERING WORK HABITS ADJUSTMENT SERVICES

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#### ARTICLE 1 SCOPE

To the extent that they are not otherwise modified by this appendix, the provisions of the collective agreement apply to employees working in rehabilitation centres offering work habits adjustment services.

#### ARTICLE 2 GENERAL PROVISIONS

It is understood that for the purposes of therapy, rehabilitation and social reinsertion, users are required to perform certain work activities as part of a diversified program with a view to orienting them to an adapted work centre or the regular labour market.

No employee may be dismissed or bumped as a direct or indirect result of users performing work that is normally done by employees.

#### ARTICLE 3 PARATECHNICAL JOBS

##### Instructor

Person who implements activity or learning programs in fields of activities, either skilled trades or other trades provided for in this collective agreement, with the exception of handcrafts or comparable therapeutic activities or techniques, with the goal of promoting the development and rehabilitation of users.

They provide requested observations concerning the behaviour and attitudes of users.

In addition to the pay provided for their job title, instructors receive the following weekly supplement (instructor premium):

<b>Rate 2015-04-01 to 2016-03-31 (\$)</b>	<b>Rate 2016-04-01 to 2017-03-31 (\$)</b>	<b>Rate 2017-04-01 to 2018-03-31 (\$)</b>	<b>Rate 2018-04-01 to 2019-04-01 (\$)</b>	<b>Rate as of 2019-04-02 (\$)</b>
71.93	73.01	74.29	75.78	77.30

## **APPENDIX T**

### **SPECIAL CONDITIONS FOR EMPLOYEES OF RESIDENTIAL AND LONG-TERM CARE CENTRES WORKING IN A SPECIFIC UNIT**

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#### **ARTICLE 1 SCOPE**

This appendix applies to residential and long-term care centres recognized by the Ministère de la Santé et des Services sociaux as being required to provide care to users who are admitted to specific units.

#### **ARTICLE 2 FLOATING DAYS OFF**

**2.01** On July 1 of each year, a full-time employee working in a specific unit in one of the institutions listed in Article 4 is entitled to one half (1/2) day off for each month worked, up to a maximum of five (5) days per year.

**2.02** An employee who leaves an assignment that entitles them to these floating days off receives the remuneration they would normally receive when taking the days off for every unused day off that they have accumulated

**2.03** A part-time employee is not entitled to these floating days off and instead receives monetary compensation of 2.2% with each pay, applied to:

- pay, premiums<sup>1</sup> and additional remuneration provided in Article 4 of Appendix B, Article 5 of Appendix D or Article 2 of Appendix O;
- the pay they would receive if not on unpaid sick leave while assigned to a position or assignment;
- the amount of pay used to calculate allowances for maternity, paternity, adoption or protective leave. However, the amount calculated during protective leave is not paid with each pay but is instead accumulated and paid at the same time as vacation pay.

#### **ARTICLE 3 TRAINING COURSE ON DEALING WITH USERS IN SPECIFIC UNITS**

The employer dedicates an annual budget equal to two (2) days of work for each full-time equivalent. This equivalence is calculated on the basis of the number of employees working in one or more specific units.

#### **ARTICLE 4 INSTITUTIONS COVERED**

**4.01** The following institutions are covered by the provisions of this appendix:

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<sup>1</sup> Evening and night shift, enhanced evening and night shift, shift rotation and weekend premiums are not taken into account.

## CAPITALE-NATIONALE (03)

Centre intégré universitaire de santé et de services sociaux de la Capitale-Nationale:

- Centre d'hébergement Saint-Antoine.

## ESTRIE (05)

Centre intégré universitaire de santé et de services sociaux de l'Estrie - Centre hospitalier universitaire de Sherbrooke:

- Hôpital et centre d'hébergement Argyll.

## MONTRÉAL (06)

Centre intégré universitaire de santé et de services sociaux de l'Est-de-l'Île-de-Montréal:

- Centre d'hébergement Pierre-Joseph-Triest;
- Centre d'hébergement Jeanne-Le Ber;
- Centre d'hébergement Rousselot.

Centre intégré universitaire de santé et de services sociaux du Centre-Sud-de-l'Île-de-Montréal:

- Centre d'hébergement des Seigneurs;
- Centre d'hébergement Yvon-Brunet;
- Centre d'hébergement Armand-Lavergne;
- Centre d'hébergement Émilie-Gamelin.

Centre intégré universitaire de santé et de services sociaux du Nord-de-l'Île-de-Montréal:

- Centre d'hébergement Paul-Gouin;
- Centre d'hébergement de Saint-Laurent.

## ABITIBI-TÉMISCAMINGUE (08)

Centre intégré de santé et de services sociaux de l'Abitibi-Témiscamingue:

- CHSLD Macamic.

## LAVAL (13)

Centre intégré de santé et de services sociaux de Laval:

- Centre d'hébergement Idola-St-Jean.

## LANAUDIÈRE (14)

Centre intégré de santé et de services sociaux de Lanaudière:

- Centre d'hébergement des Deux-Rives.

## MONTÉRÉGIE (16)

Centre intégré de santé et de services sociaux de la Montérégie-Est:

- Centre d'hébergement de Contreccœur.

**4.02** If, during the course of this collective agreement, a residential and long-term care centre is recognized by the MSSS as being required to offer care to users admitted to a specific unit, the parties, represented by the Comité patronal de négociation du secteur de la santé et des services sociaux and the Fédération de la santé et des services sociaux – CSN (FSSS-CSN), as well as representatives from the institution concerned, meet with a view to including the institution on the list in clause 4.01.

## APPENDIX U

### SPECIAL CONDITIONS FOR CONTRIBUTIONS TECHNICIANS AND SOCIAL AIDES

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**1.01** An employee with the job title of social aide is paid according to the echelon for their job title corresponding to their years of experience in the same or a comparable job title, taking into consideration any valid experience acquired in another job, as the case may be, and taking into account the provisions of clauses 1.02 and 1.03, if applicable.

Despite the preceding paragraph, employees who are currently working for the employer and those hired subsequently cannot be credited with experience acquired in 1983 for the purpose of integration into the pay scale.

**1.02** The first echelon of the social aide job title corresponds to eleven (11) years of education. One additional echelon is granted for each additional year of education, up to a maximum of two (2) additional echelons.

**1.03** A social aide who is registered in a CEGEP course in social work techniques recognized by the Ministère de l'Éducation et de l'Enseignement supérieur is entitled to an additional echelon on the pay scale for their job.

**1.04** A social aide who obtains the diploma of social assistance technician is integrated into the pay scale for social assistance technicians at the echelon corresponding to the rate of pay immediately higher than the rate of pay they were receiving or, if it is more advantageous for the employee, the echelon corresponding to their years of experience in accordance with the provisions of clause 1.01, except as regards the application of clauses 1.02 and 1.03.

**1.05** An employee working as a social aide maintains their years of experience already recognized by the employer as a vested right. Thus, years of experience already recognized for an employee cannot be revoked for any reason.

**1.06** If the number of echelons on the pay scale allows it, each time an employee completes one year of service in their job title, they advance to the next higher echelon.

For the purpose of applying the preceding paragraph, each day of work by a part-time employee represents  $1/225^{\text{th}}$  of a year of experience. However, for an employee who is entitled to twenty-one (21), twenty-two (22), twenty-three (23), twenty-four (24) or twenty-five (25) days of annual leave, each day of work represents  $1/224^{\text{th}}$ ,  $1/223^{\text{rd}}$ ,  $1/222^{\text{nd}}$ ,  $1/221^{\text{st}}$  or  $1/220^{\text{th}}$  of a year of experience respectively.

However, any year or fraction of a year of service acquired, as well as days of work acquired in 1983 are not credited for the purpose of determining the date of an employee's echelon advancement.

**1.07** Each time a social aide or a contributions technician taking courses in social work, sociology, criminology, psychology or sex therapy successfully completes thirty (30) credits of their program of studies, they obtain two (2) additional echelons in their job title.

## APPENDIX V

### SPECIAL CONDITIONS FOR NURSING AND CARDIO-RESPIRATORY CARE EMPLOYEES

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#### Article 1 Scope

**1.01** The provisions of this appendix apply to employees in the nursing and cardio-respiratory care class of personnel, with the exception of employees who hold the job title of nursing extern, respiratory therapy extern or candidate for admission to the practice of the nursing profession.

These provisions do not, however, apply to employees in institutions where the local parties have decided by agreement to opt out of implementing the incumbency process.

This agreement only applies to groups of job titles that have twenty or fewer employees calculated in full-time equivalents (ETCs). The groups are as follows:

- nursing job titles;
- nursing assistant job titles;
- respiratory therapist job titles;
- clinical perfusionist.

An agreement aimed at waiving the incumbency process agreed upon pursuant to the 2006-2010 collective agreement continues to apply, providing that there are still twenty (20) or fewer equivalent to full-time employees (ETCs) in the above-mentioned groups of job titles. If the number of employees grows to more than twenty (20) in one of the groups of job titles, the agreement lapses.

**1.02** An employee who meets one of the following criteria may be exempted from the provisions of this appendix:

- holds a position corresponding to the terms of this appendix in another institution in the health and social services sector;
- has a teaching load in a recognized educational institution;
- is fifty-five (55) years of age or older.

The parties may agree in local arrangements to add other criteria for waiving the provisions of this appendix and stipulate the terms and conditions applicable to employees concerned by these criteria.

#### Article 2

**2.01** (This clause replaces clause 1.03 of the collective agreement.)

Part-time employee:

“Part-time employee” means any employee who works fewer hours than the number provided by their job title. However, a part-time employee holds a position that involves at least eight (8) shifts of work per period of twenty-eight (28) days. An employee who works the total number of hours provided for their job title on an exceptional basis continues to have part-time employee status.

**2.02** (This clause replaces the first (1<sup>st</sup>) paragraph of clause 15.02 of the collective agreement.)

An employee with less than two (2) years of seniority who is laid off is entitled to employment priority in the health and social services sector. Their name is put on the list of the Service national de main-d'oeuvre (SNMO) and they are reassigned in accordance with the procedures set out in this article.

**2.03** An employee with job security who refuses a position or retraining without a valid reason is deemed to have resigned.

**2.04** An employee covered by a special measure provided for in Article 14 of the collective agreement who refuses to choose a position through the bumping procedure or otherwise, or who refuses to be transferred, is deemed to have resigned.

**2.05** (This clause replaces the provisions on the concept of available position in clause 15.05 of this collective agreement.)

For the purpose of applying this article, a full-time or part-time position is deemed to be available when there are no applicants for the position or when none of the applicants meets the normal requirements of the job in accordance with the provisions on voluntary transfers, or when in accordance with the provisions on voluntary transfers, the position should be awarded to a part-time employee who has less seniority than an employee covered by clause 15.03 and registered with the SNMO.

An institution may not hire a part-time employee with less seniority than an employee covered by clause 15.03 who is registered with the SNMO, or hire an outside candidate for an available full-time or part-time position as long as employees covered by clause 15.03 who are registered with the SNMO can meet the normal requirements of the position.

**2.06** The last paragraph of clause 22.18 and the last two (2) paragraphs of clauses 22.29A and 25.09 do not apply to employees covered by this appendix.



## **APPENDIX W**

### **SPECIAL CONDITIONS FOR MEDICAL TECHNOLOGY EXTERNS**

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#### **ARTICLE 1 SCOPE**

To the extent that they are not otherwise modified by this appendix, and with the exception of Article 18, the provisions of the collective agreement apply to medical technology externs during their employment, as provided in regulations.

#### **ARTICLE 2 PROBATION PERIOD**

A medical technology extern who is rehired or integrated in a medical technologist job title after their externship undergoes another probation period.

#### **ARTICLE 3 SENIORITY**

Despite the provisions of the second (2<sup>nd</sup>) paragraph of clause 12.11 of the collective agreement, an employee's seniority as a medical technology extern is recognized and accumulated if they are hired by the same institution as a medical technologist or graduate medical laboratory technician within six (6) months of completing their studies.

#### **ARTICLE 4 LIFE, HEALTH AND DISABILITY INSURANCE PLAN**

The employee is not covered by the life, health and disability insurance plan and receives the same benefits as a part-time employee not covered by the plan.

## **APPENDIX X**

### **SPECIAL CONDITIONS FOR NURSING AND RESPIRATORY THERAPY EXTERNS**

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#### **ARTICLE 1 SCOPE**

To the extent that they are not otherwise modified by this appendix, and with the exception of Article 18, the provisions of the collective agreement apply to nursing care or respiratory therapy externs during their employment, as provided in regulations.

#### **ARTICLE 2 PROBATION PERIOD**

A nursing or respiratory therapy extern who is rehired or integrated in the job title of candidate for admission to the practice of the nursing profession or of cardio-respiratory care therapist after completing their externship undergoes another probation period.

#### **ARTICLE 3 SENIORITY**

Despite the provisions of the second (2<sup>nd</sup>) paragraph of clause 12.11 of the collective agreement, an employee's seniority as a nursing or respiratory therapy extern is recognized and accumulated if they are hired by the same institution as a candidate for admission to the practice of the nursing profession or as a cardio-respiratory therapist within six (6) months of completing their studies.

#### **ARTICLE 4 LIFE, HEALTH AND DISABILITY INSURANCE PLAN**

The employee is not covered by the life, health and disability insurance plan and receives the same benefits as a part-time employee not covered by the plan

## APPENDIX Y

### ATYPICAL SCHEDULES

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Local parties may, by agreement, establish atypical schedules that have more hours per day than the regular day of work without, however, exceeding twelve (12) hours of work.

Employees on an atypical schedule may not under any circumstances receive benefits that are more advantageous than those of employees on regular schedules.

#### Terms and conditions

The following provisions are aimed at adapting the corresponding national provisions in the collective agreement.

#### 1. Statutory holidays

On July 1 of each year, statutory holidays are converted into hours using the following formula:

$$\left( \frac{\text{Number of hours per regular week of work stipulated for a full-time position}}{5 \text{ days}} \right) \times 13 \text{ statutory holidays}$$

If an employee goes onto an atypical schedule after July 1, the number of hours obtained by using the formula above is reduced by the number of hours equal to the statutory holidays already taken since that date.

For an absence during which statutory holidays are not accumulated, the number of hours calculated using the formula is reduced by the number of hours equal to one (1) regular day of work multiplied by the number of statutory holidays that occur during the absence.

When a statutory holiday is taken, the employee is paid in accordance with the number of hours scheduled for the day of work on the atypical schedule, and the number of hours calculated using the formula is reduced by the number of hours thus paid.

When a statutory holiday coincides with sick leave of no more than twelve (12) months, the employee is paid in accordance with the provisions of clause 20.04, and the number of hours calculated using the formula is reduced by a number of hours equal to one (1) regular day of work.

For full-time employees, the employer withholds enough hours to pay the National Holiday as a statutory holiday.

## 2. Other leave or time off

The days of leave or time off listed below are converted into hours using the following formula:

$$\left( \frac{\text{Number of hours per regular work week stipulated for a full-time position}}{5 \text{ days}} \right) \times \left( \text{Number of days stipulated in the collective agreement for the time off in question} - \text{Number of days of time off already used} \right)$$

The time off covered here includes:

- annual vacation leave;
- floating days offs;
- the bank of sick leave;
- some leave under parental rights:
  - special leave (clause 22.20);
  - paternity leave (clause 22.21);
  - adoption leave (clause 22.22).

When the leave or time off is taken, the employee is paid in accordance with the number of hours scheduled for the day of work on the atypical schedule, and the number of hours calculated using the formula is reduced by the number of hours thus paid.

## 3. Leave for union work

When the number of hours of leave for union work exceeds the number of hours in the regular work week provided for a full-time position divided into five (5) days, the bank of leave for union work is reduced by the equivalent in days, using the following formula:

$$\text{Number of hours of leave for union work on the day of the atypical schedule} \div \left( \frac{\text{Number of hours in the regular work week for a full-time position}}{5 \text{ days}} \right)$$

## 4. Disability insurance

The waiting period equals the number of hours provided for the regular work week.

## 5. Premiums payable per shift of work

The premiums payable per shift of work are converted into hourly premiums by dividing them by the number of hours in the regular work week provided for a full-time position divided by five (5) days.

## 6. Weekly premiums and supplements

Weekly premiums and supplements are converted into hourly premiums and supplements by dividing them by the number of hours in the regular work week provided for a full-time position.

## **7. Rest period**

When an employee's work schedule provides for a day of between eight (8) and twelve (12) hours inclusively, the employee is entitled to a prorated number of minutes of rest, based on the employee being entitled to thirty (30) minutes of rest per eight (8)-hour day. These minutes of rest are divided into at least two (2) periods of rest.

## **8. Calculation of minimum availability for enhanced evening and night shift premiums, enhanced critical care premiums and enhanced specific critical care premiums**

For the purpose of calculating the minimum availability of sixteen (16) days per twenty-eight (28) days for the enhanced evening and night shift premiums, enhanced critical care premiums and enhanced specific critical care premiums, the number of hours of availability offered and honoured by an employee including the hours of their position during the twenty-eight (28)-day period is divided by the number of hours provided for a shift of work in a regular work week.

## **9. Overtime**

For the purpose of qualifying for overtime, the regular day of work for a full-time or part-time employee or an employee working on a replacement assignment is the one provided on the new schedule. The regular work week for a full-time employee or an employee replacing them fully is the one provided on the new schedule. For an employee who does replacement work on two (2) kinds of schedules, the regular work week is the one regularly scheduled for the job title.

An employee on overtime cannot work more than four (4) hours following a twelve (12)-hour shift.

## **10. Accumulation of experience by a part-time employee**

When the number of hours of work differs from the number provided for a regular day of work for the job title, a day of experience on an atypical schedule is calculated in accordance with the hours worked compared to the number of hours in a regular day. An employee cannot, however, accumulate more than one (1) year of experience per calendar year.

## **11. Payment of hours that are not used**

Within one (1) month of the end of the period provided for taking the time off in question under the collective agreement, an employee who has not used all the hours of time off converted under this appendix is paid for unused hours that do not allow for one (1) full day off with pay.

**PART III**  
**ATTACHMENTS**

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## ATTACHMENT NO. 1

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The provisions of Article 30 (Health and Safety) replace the provisions of chapter IV of the *Act respecting occupational health and safety* (CQLR c S-2.1) unless the local parties agree otherwise.

**PART IV**

**LETTERS OF AGREEMENT**

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## **LETTER OF AGREEMENT NO. 1**

### **REGARDING THE NUMBER OF CHILD NURSES/BABY NURSES AND NURSING ASSISTANTS TO BE REGISTERED WITH THE SNMO**

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The parties agree as follows:

- 1- that the number of child nurses/baby nurses and nursing assistants who benefit from job security and are registered with the SNMO does not exceed sixty-three (63);
- 2- that this ceiling remains in force for the life of this collective agreement;
- 3- that no employer may carry out layoffs that could lead to the registration of child nurses/baby nurses or nursing assistants benefiting from job security on the SNMO list if the ceiling of sixty-three (63) has already been reached;
- 4- if the number of child nurses/baby nurses and nursing assistants benefiting from job security and registered on the SNMO list is less than sixty-three (63), the parity committee on job security verifies whether the new registrations increase their number to more than sixty-three (63).

## LETTER OF AGREEMENT NO. 2

### REGARDING LOCAL NEGOTIATIONS ON THE CONCEPT OF HOME BASE

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In the framework of negotiations on local provisions of the collective agreement stemming from the amalgamation of institutions under the *Act to modify the organization and governance of the health and social services network, in particular by abolishing the regional agencies* (CQLR c O-7.2), the parties must review provisions on the concept of home base inasmuch as it is necessary for the application of the rules on special measures, bumping and job security.

## **LETTER OF AGREEMENT NO. 3**

### **REGARDING RECOGNITION OF ADDITIONAL EDUCATION IN THE FRAMEWORK OF THE MASTER OF SOCIAL WORK PROGRAM AT UNIVERSITÉ LAVAL**

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In the framework of the provisions concerning the recognition of additional education for professionals, an employee who successfully completes twenty-seven (27) credits' worth of theoretical courses in the Master of Social Work program at Université Laval is entitled to the provisions of Article 5 of Appendix G as if they had successfully completed thirty (30) credits, providing the Ministère de l'Éducation et de l'Enseignement supérieur recognizes the employee's studies as being the equivalent of one year of study.

## **LETTER OF AGREEMENT NO. 4**

### **REGARDING THE DEINSTITUTIONALIZATION OF PERSONS WITH AN INTELLECTUAL IMPAIRMENT OR MENTAL PROBLEMS**

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#### **ARTICLE 1 PURPOSE**

**1.01** This letter of agreement is concluded for the purpose of specifying the conditions applicable to employees affected by deinstitutionalization.

**1.02** It applies when positions are abolished or when employees who hold positions are transferred as a direct or indirect result of some or all of the users being discharged from an institution.

**1.03** It also applies to employees who hold a position in a living unit or a department covered by the preceding paragraph when other measures are taken concurrently with the effect of abolishing positions or causing the transfer of employees.

**1.04** If a residential facility created in the framework of deinstitutionalization is closed partly or completely, this agreement also applies to the employees if the closing is the result of a second deinstitutionalization, as defined in this article.

**1.05** The collective agreement continues to apply, subject to the following provisions.

#### **ARTICLE 2 NEEDS ASSESSMENT**

**2.01** The parties agree that one or more multidisciplinary teams composed in part of the workers directly involved with users is set up for each living unit and/or department, etc.

**2.02** The team assesses needs, develops the intervention plan required for each user and, if applicable, recommends the kind of residential facility appropriate for each of them.

**2.03** The employer promises to take the recommendations of the multidisciplinary team into account.

#### **ARTICLE 3 EMPLOYMENT**

**3.01** The provisions of this article are in addition to those already provided by the collective agreement and apply to all employees who hold positions, regardless of their seniority.

**3.02** Employees are covered by one or another of the clauses in Article 14, with the exception of 14.18, and are entitled to the related provisions.

**3.03** Employees who do not have a job after the bumping procedure have their name registered on the replacement team.

**3.04** The provisions set out in clause 15.01 and the provisions on the maintenance of benefits under clause 15.03, as well as the provisions of clause 15.05 on the reassignment procedure within the institution, apply to these employees.

**3.05** In such cases, the employer may offer them an updating or retraining program for the purpose of facilitating their reassignment to a position that eventually becomes available in the institution or, following agreement between the local parties, in another institution, as the case may be; in the latter case, reassigned employees carries all the rights conferred by this collective agreement with them to the new employer.

**3.06** Employees covered by the preceding clauses who have valid reasons for doing so may refuse to take part in any retraining program necessary to perform the duties assigned to them. If they do not have a valid reason, they are deemed to belong to the institution's recall list.

**3.07** These updating or retraining programs are free of charge for the employees affected and they continue to receive remuneration equal to what they would receive if they were at work.

#### **ARTICLE 4 PROVISIONS ON APPLICATION**

**4.01** The employer and employees who have not been reassigned in accordance with the provisions of Article 3 may agree on special arrangements, such as severance pay, early retirement, etc. Such arrangements are valid once they have been approved by the union in writing.

**4.02** In the context of the application of this letter of agreement, employees transferred outside a fifty (50)-kilometre radius are entitled to a mobility premium equal to three (3) months of pay, plus reimbursement of moving expenses as provided by the collective agreement.

To be entitled to such reimbursements, the move must take place within a maximum of six (6) months of when the employee takes up their new duties.

**4.03** Any disagreement over the application of this letter of agreement is subject to the arbitration procedure provided by the collective agreement.

In the event, however, of a disagreement over the application of Article 2, the local parties agree to submit the case to an arbitrator within ten (10) days of the employer's decision on the individualized plan of services. The arbitrator has five (5) days from when the grievance is filed to render a decision.

The arbitrator's role with respect to Article 2 consists of verifying whether the consultation process provided by this article has been carried out in a valid way. The arbitrator may not examine or consider individualized plans of services or intervention plans.

If the arbitrator deems that the consultation process was not carried out in a valid way, they order the employer to meet with the multidisciplinary team and receive the team's recommendations.

The time limits provided in this section are mandatory and are part of the process leading to the discharge of the user.

Designation of arbitrators to hear a disagreement concerning Article 2:

Within forty-five (45) days of when the collective agreement comes into force, the local parties agree to designate one or more persons who may eventually be called upon to hear a grievance or grievances on Article 2.

If the parties do not agree on the choice of these persons, or if one or more of the designated persons is not available to hear a grievance within the prescribed period of time, the local parties resort to the services of the first person available on the following list:

**WESTERN REGION<sup>1</sup>**

BOLDUC, Michel  
HAMELIN, François  
MARTIN, Claude  
MORO, Suzanne

**EASTERN REGION<sup>2</sup>**

CÔTÉ, Gabriel M.  
GAGNON, Huguette  
MÉNARD, JEAN  
MORIN, Marcel

**4.04** Grievances filed with respect to the application of this letter of agreement are treated as priority grievances within the meaning of clause 11.33 of the collective agreement.

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<sup>1</sup> The Western region includes: Mauricie et Centre-du-Québec, Estrie, Montréal, Outaouais, Abitibi-Témiscamingue, Nord-du-Québec, Laval, Lanaudière, Laurentides, Montérégie, Nunavik and the James Bay Cree Territory.

<sup>2</sup> The Eastern region includes: Bas Saint-Laurent, Saguenay-Lac-Saint-Jean, Capitale-Nationale, Chaudière-Appalaches, Côte-Nord and Gaspésie-Iles-de-la-Madeleine.

## **LETTER OF AGREEMENT NO. 5**

### **BINDING THE SYNDICAT DES EMPLOYÉS DU CENTRE HOSPITALIER RÉGIONAL LANAUDIÈRE AND THE CENTRE HOSPITALIER RÉGIONAL DE LANAUDIÈRE**

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1- Employees holding positions employed by the Centre hospitalier régional de Lanaudière on January 1, 1981 who benefited on that date from the premium provided in clause 2.01 and from the floating days off provided in Article 4 of Appendix A continue to benefit from them from that date on until they obtain another position as a result of the application of provisions on voluntary transfers.

2- Employees registered on the recall list as of January 1, 1981 who benefited on that date from the monetary compensation provided in clause 4.03 and/or the premium provided in clause 2.01 of Appendix A are entitled to payment of this benefit from that date on until they obtain a position as a result of the application provisions on voluntary transfers.

3- Employees who obtain a position leading to the application of Article 5 of Appendix A are not covered by the preceding clauses.

## LETTER OF AGREEMENT NO. 6

### **BINDING THE SYNDICAT DU CENTRE HOSPITALIER DE CHARLEVOIX ET DU CENTRE D'ACCUEIL ET D'HÉBERGEMENT PIERRE DUPRÉ (CSN) AND THE CENTRE HOSPITALIER DE CHARLEVOIX**

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1- Employees employed by the Centre Hospitalier de Charlevoix on the date this collective agreement comes into force who are entitled to the weekly premium because they have taken the orientation course on dealing with psychiatric users or equivalent courses as provided in Article 2 of Appendix A continue to be entitled to the premium for as long as they continue to be employed by the institution.

Furthermore, for the benefit of interested employees who are employed by the institution on the date the collective agreement comes into force, the employer continues to offer orientation courses on dealing with psychiatric users in accordance with the conditions provided in Article 2 of Appendix A.

2- Employees employed by the Centre Hospitalier de Charlevoix on the date the collective agreement comes into force who are entitled to the psychiatry premium provided in Article 3 of Appendix A continue to be entitled to it for as long as they work in units other than short-term general care units in one of the following job titles:

- beneficiary attendant (3480);
- educator (2691);
- head of module (2699);
- education instructor (3687);
- rehabilitation assistant (3462);
- child nurse/baby nurse (3461);
- specialized education technician (2686).

3- Employees employed by the Centre Hospitalier de Charlevoix before July 1, 1991 continue to be entitled to the provisions of Article 4 of Appendix A for as long as they are employed by the institution.



## **LETTER OF AGREEMENT NO. 7**

### **REGARDING THE COMMITTEE ON THE WORK FORCE IN MEDICAL TECHNOLOGY**

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The national parties agree to establish a committee on the work force in medical technology.

#### **COMMITTEE'S MANDATES**

Taking into account the fields of professional practice, this committee's mandates are to:

A- Examine and review:

- the impact on the work force of various modes of organization of work and of technological changes;
- current and future workforce needs as well as needs in terms of human resources development;
- prospects of new fields of professional practice;
- the potential impact of the transformation of structures and services in the system (shift towards ambulatory care, reorganization of laboratories or other services, medical advances, access to public services, etc.);
- any other relevant information.

B- Draft and forward to the Ministère de la Santé et des Services sociaux, institutions and negotiating parties all opinions that the committee deems pertinent to express.

#### **COMMITTEE'S COMPOSITION**

The committee on the work force in medical technology is composed of:

- five (5) persons appointed by the employer;
- five (5) persons appointed by the Fédération de la santé et des services sociaux – CSN (FSSS-CSN)
- persons chosen by both parties for their expert knowledge.

#### **COMMITTEE OPERATIONS AND WORK PLAN**

The committee define its operating rules and establishes its work plan, taking into account its mandates.

## LETTER OF AGREEMENT NO. 8

### REGARDING THE CREATION OF A COMMITTEE TO STUDY TRAINING NEEDS IN NORTHERN REGIONS

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Within thirty (30) days of when the collective agreement comes into force, the parties set up a committee to study training needs in institutions covered by Appendix F. The committee is composed of three (3) representatives of the union party on the one hand, and three (3) representatives of the employer party on the other.

The committee's mandate is to:

- 1- analyse the general level of education of Indigenous people in relation to the various jobs to which they could have access;
- 2- examine the possibility of establishing programs specifically designed to meet the needs of Indigenous people for basic and/or technical training that would give them access to jobs in the health and social services sector;
- 3- make the necessary recommendations to the Comité patronal de négociation du secteur de la santé et des services sociaux (CPNSSS) on the training needs identified.

These recommendations are also be submitted to the Ministère de la Santé et des Services sociaux, the Ministère de l'Éducation et de l'Enseignement supérieur and to the educational institutions concerned.

## **LETTER OF AGREEMENT NO. 9**

### **REGARDING THE LIST OF MEDICAL ARBITRATORS IN ARTICLE 23 OF THE COLLECTIVE AGREEMENT**

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The parties, through the Comité patronal de négociation du secteur de la santé et des services sociaux (CPNSSS) on the one hand, and the Fédération de la santé et des services sociaux – CSN (FSSS-CSN) and the Fédération des professionnelles – CSN (FP-CSN) on the other, may meet as needed to amend the list of medical arbitrators in clause 23.27-3) of the collective agreement.

## LETTER OF AGREEMENT NO. 10

### REGARDING THE CREATION OF A NATIONAL INTER-UNION COMMITTEE TO REVIEW THE *LIST OF JOB TITLES AND JOB DESCRIPTIONS*

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Within two (2) months of the date the collective agreement comes into force, the parties set up a national inter-union committee to continue the work on the review of the *List of job titles and job descriptions*.

#### COMMITTEE'S MANDATES

The committee's mandates are to:

- continue updating requirements in the *List of job titles and job descriptions*;
- review job descriptions;
- make joint or separate recommendations to the Ministère de la Santé et des Services sociaux (MSSS).

The mandates are for twelve (12) months after the committee is set up, but the committee may decide to continue the work for an additional period, to be determined by the parties.

#### COMMITTEE'S COMPOSITION

The committee is composed of thirteen (13) members designated as follows:

- three (3) representatives of the MSSS;
- dix (10) representatives of the union party (two (2) each for the CSN, APTS, FTQ, CSQ and FIQ).

The parties may bring in additional people as needed.

# LETTER OF AGREEMENT NO. 11

## REGARDING TRIAL PROJECTS

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The purpose of this letter of agreement is to agree on a means of enabling the negotiating parties at the national level to oversee the implementation of trial projects that they decide to initiate in institutions. These trial projects are aimed at testing potential changes to collective agreements reached by the negotiating parties at the national level or doing preliminary work on potential solutions that they wish to validate.

### **I - NATIONAL PROCESS FOR OVERSEEING TRIAL PROJECTS**

For the purposes of overseeing trial projects, the negotiating parties at the national level agree to the following:

1. The negotiating parties at the national level negotiate and approve the matters on which they wish to conduct trial projects.
2. The negotiating parties at the national level negotiate and approve a guide for the investigation and analysis of problems in regard to the matters chosen. The guide includes a definition of indicators and is sent to the local parties that they identify.
3. The local parties set up joint committees whose mandate is to oversee the trial projects and see to their implementation.
4. The joint committees created by the local parties or, in their absence, each local party report to the negotiating parties at the national level, which negotiate and approve the solutions following an analysis of the data compiled from the investigation and analysis guides and the reports of the local joint committees or local parties. The time limit for producing these reports is agreed upon by the negotiating parties at the national level, depending on the nature of the trial project.
5. The solutions approved under paragraph 4 are implemented on an experimental basis in certain centres identified by the negotiating parties at the national level. These solutions are implemented in the centres for a period agreed upon by the negotiating parties at the national level.
6. At the end of this period, the local parties have one (1) month to conduct a joint assessment of the results of the solutions tested and report to the negotiating parties at the national level.
7. Following an analysis of the reports produced by the local parties, the negotiating parties at the national level negotiate and approve, if appropriate, collective agreement provisions on the matters dealt with in the framework of the trial projects.

### **II - LOCAL PROCESS FOR MANAGING TRIAL PROJECTS**

The negotiating parties at the national level agree on this agreement for the management of trial projects on subjects to be decided by them.

## **1. Creation of a joint committee**

The local parties set up a committee whose mandate is to oversee the trial projects and see to their implementation.

## **2. Role of the joint committee**

The committee must:

- be responsible for the implementation of the trial project previously agreed upon by the negotiating parties at the national level;
- report to the negotiating parties at the national level according to the calendar established by the latter;
- see to the local implementation of decisions and recommendations made by the negotiating parties at the national level.

More specifically, the committee must, among other things:

- take on as its own the process, trial project matters and indicators agreed upon by the negotiating parties at the national level;
- determine the problems in the workplace related to the trial project matters and the priorities for action by completing the investigation and analysis guide agreed upon by the negotiating parties at the national level;
- develop potential solutions and submit them to the negotiating parties at the national level;
- receive, analyse and test locally the solutions approved by the negotiating parties at the national level.

## **3. Prior conditions**

In order to fulfil their mandate, committee members must:

- have access to training agreed upon by the local parties and to all information relevant to understanding the problems and pursuing solutions;
- fill out the national investigation and analysis guide and agree on the diagnosis for their centre.

## **4. Committee's composition**

The committee is composed of an equal number of employer and union representatives:

- the union's representatives are given leave in accordance with the provisions of clause 7.13 of the collective agreement;
- the employer or the union may add outside resource people, with the consent of both parties.

## **5. Committee operations**

Committee decisions are made by consensus. If there is no consensus on the reports to be forwarded to the negotiating parties at the national level, each local party reports to the negotiating party that represents it.

The matters addressed by the joint committee must be dealt with in accordance with the collective agreement and existing working conditions, except when specific agreements stipulating the trial matters and periods of time have been reached by the negotiating parties at the national level. The union remains the sole spokesperson authorized to represent employees covered by the bargaining unit.

Committee meetings, required work and training agreed upon by local parties take place during working hours.

## **6. Term of the agreement**

This agreement is valid for the experimental period decided by the negotiating parties at the national level, at the end of which the trial project is assessed by the local parties and a report is submitted to the negotiating parties at the national level.

## **LETTER OF AGREEMENT NO. 12**

### **REGARDING PILOT PROJECTS**

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The parties agree to establish pilot projects in institutions in the health and social services sector in the framework of Letter of Agreement no. 11 regarding trial projects, in particular on the following matters:

- technological change;
- team work;
- health and safety for employees who have sustained an employment injury.



## **LETTER OF AGREEMENT NO. 13**

### **REGARDING THE SETTLEMENT OF GRIEVANCES IN INSTITUTIONS SLATED TO BE CLOSED**

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#### **MEDIATION-ARBITRATION PROCEDURE**

1- All non-mandated grievances are submitted to the mediation-arbitration procedure and covered by the provisions set out in Article 11 of the collective agreement.

2- The parties agree on the person who is to act as mediator-arbitrator no later than four (4) months before the date the institution is to be closed. If the time between when this letter of agreement comes into force and the slated date of closing is less than four (4) months, the parties agree on the choice of this person within seven (7) days of when this letter of agreement comes into force. If the slated date of closing is moved ahead and the four (4)-month period is no longer applicable, the parties have seven (7) days from when the decision to close is announced to agree on the choice of this person.

If they do not agree, a mediator-arbitrator is appointed by the Ministère du Travail, de l'Emploi et de la Solidarité sociale at the request of either party.

3- The mediator-arbitrator strives to bring the parties to reach a settlement and makes any suggestion they deem appropriate.

4- The mediator-arbitrator has the authority to conduct investigations and conciliation. They may hear witnesses and examine evidence submitted to them. With the parties' consent, they may also decide to proceed solely on the basis of a presentation of the facts.

If a settlement is reached at this stage, it is recorded in writing and is binding on the parties.

5- Before rendering a decision, the mediator-arbitrator must allow the parties and their witnesses to be heard, if they so wish.

Their written decision and reasons must normally follow within fifteen (15) days.

6- The mediator-arbitrator hears the dispute on its merits before rendering a decision on a preliminary objection, unless they can rule on the objection immediately.

7- The mediator-arbitrator's decision constitutes a specific case. It has, however, the same effect as an arbitration award. It is final and binding.

8- The parties may also agree on any other form of mediation-arbitration.

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

10- When an institution covered by this letter of agreement is closed, the Ministère de la Santé et des Services sociaux sees to it that any obligations arising from an arbitrator's or an mediator-arbitrator's decision are fulfilled for all employees in the said institutions.

## LETTER OF AGREEMENT NO. 14

### REGARDING TRANSFORMATION OR REORGANIZATION PLANS

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The parties agree as follows:

1. On April 1 of each year, the employer sends the union the institution's structure of positions. To this end, it provides the following information:

- job title;
- service;
- status when it is a part-time position, and the number of hours involved in the position;
- the shift of work;
- vacant or staffed position.

2. As part of developing any transformation or reorganization plans that would have the effect of triggering the application of any of clauses 14.01 to 14.07 of the collective agreement, the employer undertakes to meet with the union before making any final decision to allow the latter to propose, within no more than sixty (60) days of the transmission of the information stipulated in clause 3, any alternative, suggestion or modification that could contribute to the institution's plan.

3. For the purpose of enabling the union to do a full analysis of the plan, the employer provides the union with the following information:

- the nature of the planned transformation or reorganization;
- the reasons underlying the transformation or reorganization and the objectives pursued;
- the services (or work units) in the institution that are liable to be affected by the planned transformation or reorganization;
- the planned schedule for decision-making as well as the planned implementation calendar;
- any other information deemed relevant.

4. The provisions of this letter of agreement do not prevent the application of clause 14.09 of the collective agreement.

## LETTER OF AGREEMENT NO. 15

### REGARDING FAMILY RESPONSIBILITIES AND STUDIES

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The negotiating parties recognize the interdependent relationship of family, work and studies. They therefore encourage taking the balance of family, work and studies into account in the organization of work.

To this end, the negotiating parties encourage local parties to strive for a better balance between parental and family responsibilities as well as studies, on the one hand, and work responsibilities on the other, as they decide on and apply working conditions.

#### **Joint local inter-union committee on family-work-studies balance**

The negotiating parties recommend that local parties use local arrangements to create a joint inter-union committee on family-work-studies balance, with the mandates, as the case may be, of:

- consulting employees to identify needs with respect to family-work-studies balance;
- analysing the data gathered;
- proposing measures adapted to the needs of employees and the reality of the workplace and, if applicable, analysing the appropriateness of implementing these through trial projects.

The committee's composition, role and operations are decided by the local parties.

## **LETTER OF AGREEMENT NO. 16**

### **REGARDING CERTAIN EMPLOYEES REASSIGNED BETWEEN JUNE 1, 1997 AND JUNE 29, 1998**

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This letter of agreement applies to employees who were covered by job security and who were reassigned between June 1, 1997 and June 29, 1998.

These employees may not be paid less in their new position than the amount of their layoff benefits.

Moreover, the weekly pay of a part-time employee reassigned to a part-time position with fewer hours than the average number of hours used to calculate their layoff benefits continues to be determined on the basis of this average as long as the employee is not voluntarily transferred.

Such part-time employees are assigned for up to the same number of hours as the difference between the average number of hours used to calculate their layoff benefits and the hours of the position to which they have been reassigned. They may be assigned to complete a shift of work even if they only need a fraction of the shift to make up the difference between the average number of hours used to calculate the layoff benefits and the hours of the position to which they have been reassigned.

For the purpose of the preceding paragraph only, they are deemed to be registered on the replacement team. They may also register on the recall list to complete a normal or regular week of work.

**LETTER OF AGREEMENT NO. 17  
BINDING THE SYNDICAT DES EMPLOYÉS DU CH STE-THÉRÈSE DE  
SHAWINIGAN  
AND  
THE CENTRE HOSPITALIER DU CENTRE DE LA MAURICIE**

**THE SYNDICAT DES TRAVAILLEURS ET TRAVAILLEUSES DE L'INSTITUT  
ROLAND SAUCIER  
AND  
THE COMPLEXE HOSPITALIER DE LA SAGAMIE**

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1- Employees belonging to a union covered by this letter of agreement who held positions and were employed by the Centre Hospitalier du Centre de la Mauricie<sup>1</sup> or the Complexe Hospitalier de la Sagamie<sup>2</sup> on May 1, 2000 benefit from the premium provided in clause 2.01 and the floating days off provided in Article 4 of Appendix A until they obtain another position as a result of the application of provisions on voluntary transfers.

2- Employees belonging to a union covered by this letter of agreement registered on the recall list on May 1, 2000 benefit from the monetary compensation provided in clause 4.03 and/or to the premium provided in clause 2.01 of Appendix A until they have obtained a position as a result of the application of provisions on voluntary transfers.

3- Employees belonging to a union covered by this letter of agreement who have or obtain a position leading to the application of Article 5 or 6 of Appendix A are not covered by the preceding clauses.

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<sup>1</sup> Of the Centre intégré universitaire de santé et de services sociaux de la Mauricie-et-du-Centre-du-Québec.

<sup>2</sup> Of the Centre intégré universitaire de santé et de services sociaux du Saguenay-Lac-Saint-Jean.

## LETTER OF AGREEMENT NO. 18

### **BINDING THE SYNDICAT NATIONAL DES EMPLOYÉS D'HÔPITAUX DE L'ANNONCIATION AND THE CENTRE HOSPITALIER ET CENTRE DE RÉADAPTATION ANTOINE-LABELLE**

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1- Employees belonging to the union covered by this letter of agreement who held positions and were employed by the Centre Hospitalier et Centre de Réadaptation Antoine-Labelle<sup>1</sup> on May 1, 2000 who benefited from the premium provided in clause 2.01 and the floating days off provided in Article 4 of Appendix A continue to benefit from them until they obtain another position as a result of the application of provisions on voluntary transfers.

2- Employees belonging to the union covered by this letter of agreement and registered on the recall list on May 1, 2000 who benefited from the monetary compensation provided in clause 4.03 and/or the premium provided in clause 2.01 of Appendix A continue to benefit from them until they obtain a position as a result of the application of provisions on voluntary transfers.

3- Employees belonging to the union covered by this letter of agreement who obtain a position leading to the application of Article 5 of Appendix A not covered by the above paragraphs.

Employees working for the Centre Hospitalier et Centre de Réadaptation Antoine-Labelle on May 1, 2000 who benefited from psychiatry premium provided for in Article 5 of Appendix A continue to benefit from it as long as they work in units other than general short-term care units in one of the following job titles:

- integration officer (2688);
- educator (2691);
- nursing assistant (3455);
- education instructor (3687);
- rehabilitation assistant (3462);
- beneficiary attendant (3480);
- living and/or rehabilitation unit supervisor (2694);
- recreation technician (2696);
- specialized education technician (2686).

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<sup>1</sup> Of the Centre intégré de santé et de services sociaux des Laurentides.

## LETTER OF AGREEMENT NO. 19

### REGARDING CERTAIN EMPLOYEES OF THE CENTRE DE RÉADAPTATION LE CLAIRE FONTAINE

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#### THE PARTIES AGREE TO THE FOLLOWING:

1. Employees employed by the Centre Psychiatrique de Roberval<sup>1</sup> before September 14, 1990 who benefited on October 22, 1992 from the weekly premium for having taken the orientation course on dealing with psychiatric users or equivalent courses as provided in Article 3 of Appendix A of the 1990-1991 collective agreement for the Centres Hospitaliers Publics continue to be entitled to this premium for as long as they are employed by the institution.

Furthermore, for the benefit of interested employees employed by the institution before September 14, 1990, the employer continues to offer orientation courses on dealing with psychiatric users in accordance with the conditions provided in Article 3 of Appendix A of the 1990-91 collective agreement for the Centres Hospitaliers Publics.

2. Employees working for the Centre Psychiatrique de Roberval before September 14, 1990 who on October 22, 1992 benefited from the psychiatry premium provided in Appendix A of the 1990-91 collective agreement for the Centres Hospitaliers Publics continue to be entitled to it for as long as they work for the institution in job titles directly related to user care.

3. Employees working for the Centre Psychiatrique de Roberval before September 14, 1990 continue to benefit from the provisions of Article 6 of Appendix A of the 1990-91 collective agreement for the Centres Hospitaliers Publics for as long as they are employed by the institution.

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<sup>1</sup> Of the Centre intégré universitaire de santé et de services sociaux du Saguenay-Lac-Saint-Jean.

## LETTER OF AGREEMENT NO. 20

### REGARDING CERTAIN EMPLOYEES OF THE C.S.D.I. MAURICIE/CENTRE DU QUÉBEC OR THE C.R.D.I. CHAUDIÈRE APPALACHES

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#### THE PARTIES AGREE TO THE FOLLOWING:

1. Employees employed by the Hôpital St-Julien before May 1, 2000 and transferred to the C.S.D.I. Mauricie/Centre du Québec<sup>1</sup> or the C.R.D.I. Chaudière-Appalaches<sup>2</sup> who benefited from the weekly premium for having taken the orientation course on dealing with psychiatric users or equivalent courses as provided in Article 3 of appendix A of the 2000-2003 collective agreement for the Centres Hospitaliers Publics continue to benefit from this premium for as long as they are employed by the institution.

Furthermore, for the benefit of interested employees employed by the institution before May 1, 2000, the employer continues to offer orientation courses on dealing with psychiatric users, in accordance with the conditions provided in Article 3 of Appendix A of the 2000-2003 collective agreement for the Centres Hospitaliers Publics.

2. Employees employed by the Hôpital St-Julien before May 1, 2000 and transferred to the C.S.D.I. Mauricie Centre-du-Québec or the C.R.D.I. Chaudière-Appalaches who benefited from the psychiatry premium provided in Article 5 of Appendix A of the 2000-2003 collective agreement for the Centres Hospitaliers Publics continue to benefit from the premium as they as they are employed by the institution in job titles whose duties are directly related to the rehabilitation, care and supervision of users.

3. Employees employed by the Hôpital St-Julien before May 1, 2000 and transferred to the C.S.D.I. Mauricie Centre-du-Québec or the C.R.D.I. Chaudière-Appalaches continue to benefit from the provisions of Article 6 of Appendix A of the 2000-2003 collective agreement for the Centres Hospitaliers Publics as long as they are employed by the institution.

4. Employees employed by the Hôpital St-Julien before May 1, 2000 and transferred to the C.S.D.I. Mauricie Centre-du-Québec or the C.R.D.I. Chaudière-Appalaches benefit from the provisions of clauses 1 to 3 of this letter of agreement.

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<sup>1</sup> Of the Centre intégré universitaire de santé et de services sociaux de la Mauricie-et-du-Centre-du-Québec.

<sup>2</sup> Of the Centre intégré de santé et de services sociaux de Chaudière-Appalaches.



## LETTER OF AGREEMENT NO. 21

### REGARDING CONDITIONS FOR NURSES AND NURSE CLINICIANS WORKING IN OUTPOSTS OR DISPENSARIES

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This letter of agreement applies to employees covered by Appendices D or N.

For the purpose of applying this letter of agreement, an outpost or dispensary is a point of service where, in addition to their duties as a nurse or nurse clinician, the employee does assessments of users that allow a physician to make a remote diagnosis and decide on the appropriate interventions. The employee is furthermore called upon to perform activities and interventions that are generally reserved to physicians in other workplaces.

A nurse or nurse clinician covered by the preceding paragraph receives the following weekly supplement in addition to their basic pay:

<b>Rate 2015-04-01 to 2016-03-31 (\$)</b>	<b>Rate 2016-04-01 to 2017-03-31 (\$)</b>	<b>Rate 2017-04-01 to 2018-03-31 (\$)</b>	<b>Rate 2018-04-01 to 2019-04-01 (\$)</b>	<b>Rate as of 2019-04-02 (\$)</b>
172.00	175.00	178.00	182.00	186.00

A part-time employee receives this supplement prorated to the number of hours worked.

Despite the provisions of clause 5.03 of Appendix D, a nurse is entitled to the echelon advancement or additional remuneration for post-graduate training, providing that it is recognized, for the duration of their assignment to an outpost or dispensary.

The supplement provided for in this letter of agreement ceases to apply to employees with the job title of outpost/dispensary nurse (2491) as of April 2, 2019.

## LETTER OF AGREEMENT NO. 22

### REGARDING EMPLOYEES WITH THE JOB TITLE OF PSYCHOLOGIST

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#### ARTICLE 1 SCOPE

The provisions of this letter of agreement apply to employees with the job title of psychologist (1546).

#### ARTICLE 2 RETENTION PREMIUM FOR THE JOB TITLE OF PSYCHOLOGIST

As of April 1, 2015, employees concerned benefit from a retention premium based on the number of hours of work remunerated, established as follows:

- Level 1:
  - 6.7% of pay for fifty-six (56) hours or more and less than seventy (70) hours of remunerated work per pay period;
- Level 2:
  - 9.6% of pay for more than seventy (70) hours of remunerated work per pay period.

The two (2) levels of retention premium cannot be combined.

Remunerated work includes regular hours actually worked and the following hours of absence:

- the following leave provided by the collective agreement:
  - annual vacation leave;
  - statutory holidays;
  - sick leave;
  - floating days off;
  - special leave under clauses 22.19 or 22.19A;
  - special leave under Article 25;
- leave for union work remunerated by the employer or reimbursed by the union when the person concerned is scheduled to be at work;
- training offered by the employer and scheduled during working hours;
- leave remunerated by the employer under Section 59 of the *Act respecting industrial accidents and occupational diseases* (CQLR c A-3.001) or Section 36 of the *Act respecting occupational health and safety* (CQLR c S-2.1).

The retention premium is non-contributory for pension plan purposes.

The retention premium ends on March 30, 2020.

## Method and formula for adjusting the premium

The percentages of the two (2) premium levels are reduced by any adjustment in pay<sup>1</sup> except for the general parameters of raises in pay provided by the collective agreement.

The reduction in the premium is applied using the following method and formula.

The percentage to be attributed to each of the two (2) levels is determined using the base rate of the maximum echelon on the pay scale. The two (2) reference percentages for the retention premium for the first adjustment to occur are those in force on April 1, 2015.

Mathematically,

$$\% \text{ retention premium}_{\text{Level}_i, t+1} = \left[ \left( \frac{\text{Base rate at maximum echelon}_t \times (1 + \% \text{ retention premium}_{\text{Level}_i, t} / 100)}{\text{Base rate at maximum echelon}_{t+1}} \right) - 1 \right] \times 100$$

When,

$i$  = the number of the retention premium level

when  $i = 1$  for Level 1 and  $i = 2$  for Level 2;

$t$  = the date preceding the increase in the base rate at the maximum echelon;

$t + 1$  = the date when the base rate at the maximum echelon is increased.

The result of the numerator must be rounded off to the dollar<sup>2</sup> if the base rate of the echelon is annual, or to the cent<sup>3</sup> if it is an hourly rate.

The percentage obtained for the retention premium at each level is rounded off to one place after the decimal point.<sup>4</sup>

If the retention premium is reduced in accordance with the premium adjustment method and formula during the life of the collective agreement, the Comité patronal de négociation du secteur de la santé et des services sociaux notifies the union.

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<sup>1</sup> Including adjustments in pay related to the evaluation of the maintenance of pay equity or pay relativity awarded after April 1, 2015.

<sup>2</sup> For rounding off to the dollar, when the decimal point is followed by one or more digits, the first (1<sup>st</sup>) and following digits are dropped if the first (1<sup>st</sup>) digit is less than five (5). If the first (1<sup>st</sup>) digit is equal to or greater than five (5), the dollar is increased by one unit and the first (1<sup>st</sup>) and following decimal places are dropped.

<sup>3</sup> For rounding off to the cent, when the decimal point is followed by three (3) digits or more, the third (3<sup>rd</sup>) and following digits are dropped if the third (3<sup>rd</sup>) digit is less than five (5). If the third (3<sup>rd</sup>) digit is equal to or greater than five (5), the second (2<sup>nd</sup>) is increased by one unit and the third (3<sup>rd</sup>) and following are dropped.

<sup>4</sup> Thus, when the decimal point is followed by two (2) or more digits, the second (2<sup>nd</sup>) and following digits are dropped if the second (2<sup>nd</sup>) digit is less than five (5). If the second (2<sup>nd</sup>) digit is equal to or greater than five (5), the first (1<sup>st</sup>) digit is increased by one unit and the second (2<sup>nd</sup>) and following digits are dropped.

### **Provisions for part-time employees**

The provisions of this letter of agreement apply to part-time employees with the following adjustments:

- Benefits for part-time employees that are paid with each pay are applied to the retention premium.
- Hours of absence remunerated as benefits coinciding with a day of work scheduled for an employee are considered to be hours of work for purposes of eligibility for the retention premium. The retention premium does not, however, apply to the absences.

## LETTER OF AGREEMENT NO. 23

### REGARDING EMPLOYEES WHO HAVE TAKEN THE ORIENTATION COURSE ON DEALING WITH BENEFICIARIES IN CHRONIC CARE

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Employees who, on May 14, 2006 received the weekly premium for having taken the orientation course on dealing with beneficiaries in chronic care continue to receive this premium as long as they continue to hold the same position with the same employer.

The premium is follows:

<b>Rate 2015-04-01 to 2016-03-31 (\$)</b>	<b>Rate 2016-04-01 to 2017-03-31 (\$)</b>	<b>Rate 2017-04-01 to 2018-03-31 (\$)</b>	<b>Rate 2018-04-01 to 2019-04-01 (\$)</b>	<b>Rate as of 2019-04-02 (\$)</b>
9.04	9.18	9.34	9.53	9.72

## LETTER OF AGREEMENT NO. 24

### CONDITIONS FOR CERTAIN EMPLOYEES OF THE AGENCE DE LA SANTÉ ET DES SERVICES SOCIAUX DE LA CAPITALE-NATIONALE AND THE AGENCE DE LA SANTÉ ET DES SERVICES SOCIAUX DE LA MAURICIE ET DU CENTRE-DU-QUÉBEC

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#### SCOPE

This letter of agreement applies to employees who, on May 14, 2006 were employed by the Agence de la santé et des services sociaux de la Capitale-Nationale<sup>1</sup> or the Agence de la santé et des services sociaux de la Mauricie et du Centre-du-Québec.<sup>2</sup>

The employer grants one (1) day of leave with pay for moving, no more than once per year. The employee undertakes, however, to notify the employer at least one (1) month in advance, except in a case of *force majeure*, in which case they notify the employer as soon as possible.

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<sup>1</sup> Of the Centre intégré universitaire de santé et de services sociaux de la Capitale-Nationale.

<sup>2</sup> Of the Centre intégré universitaire de santé et de services sociaux de la Mauricie-et-du-Centre-du-Québec.

## **LETTER OF AGREEMENT NO. 25**

### **SPECIAL CONDITIONS FOR HEALTH AND SOCIAL SERVICES AIDES**

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Health and social services aides formerly employed by the Société de Service social aux Familles and now employed in the child and youth protection mission by institutions in the socio-sanitary region of Montréal who were granted an equivalence by the employer and the Ministère de la Santé et des Services sociaux between a special training program they followed and the four hundred and eighty (480)-hour course offered by the Ministère de l'Éducation et de l'Enseignement supérieur continue to benefit from recognition of this equivalence for the life of this collective agreement (if they continue to be employed in the child and youth protection mission by institutions in the socio-sanitary region of Montréal).

## **LETTER OF AGREEMENT NO. 26**

### **REGARDING THE REMUNERATION OF EMPLOYEES WITH THE JOB TITLE OF LAWYER**

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To the extent they are not otherwise modified by this letter of agreement, the provisions of the collective agreement apply to employees with the job title of lawyer.

#### **ARTICLE 1 ECHELON ADVANCEMENT**

Despite the provisions of clause 5.17 of Appendix G of the collective agreement, an employee who is a lawyer may not benefit from accelerated advancement of one echelon for performance deemed exceptional by the employer.

#### **ARTICLE 2 RETENTION PREMIUM FOR LAWYERS**

**2.01** An employee with the job title of lawyer may benefit from a retention premium with three (3) levels, in accordance with the following terms and conditions:

- after one (1) year at echelon 18 of the pay scale since their last echelon advancement, a premium of 5% of pay corresponding to echelon 18 on the pay scale;
- after two (2) years at echelon 18 of the pay scale since their last echelon advancement, a premium of 10% of pay corresponding to echelon 18 on the pay scale;
- after three (3) years at echelon 18 of the pay scale since their last echelon advancement, a premium of 15% of pay corresponding to echelon 18 on the pay scale.

The three (3) premium levels cannot be combined.

The rules on advancement on pay scales set out in the collective agreement apply for the purpose of calculating the length of time an employee spends at echelon 18.

**2.02** The retention premium is paid if performance is satisfactory. It is maintained from one year to the next unless the employer notifies an employee with the job title of lawyer in writing that the latter's performance is no longer satisfactory. This notice is given to an employee with the job title of lawyer at least thirty (30) days before the date on which the premium is stopped.

**2.03** This premium is non-contributory for pension plan purposes.



## LETTER OF AGREEMENT NO. 27

### REGARDING THE STABILITY OF POSITIONS, LOCAL NEGOTIATIONS AND THE DEPLOYMENT OF RESERVED ACTIVITIES STIPULATED IN BILL 90

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CONSIDERING that the parties want to reduce precarious employment and ensure more stable positions for personnel working in institutions in the health and social services system;

AND CONSIDERING that the parties want to maximize the contribution made by personnel working in institutions in the health and social services system;

AND CONSIDERING that the parties want to encourage using the services of employees in order to eliminate recourse to independent labour and to limit overtime;

AND CONSIDERING that the parties wish to deliver accessible, continuous, safe quality care and services to the population;

AND CONSIDERING the need to ensure that positions continue to be attractive,

**The parties agree on the following:**

#### **1. Scope**

This letter of agreement applies to employees in all institutions in the health and social services system.

#### **2. National target for full-time positions**

The parties set themselves the objective of reaching a national target of 60% for full-time positions in the classes of personnel listed below by the time the collective agreement expires:

- nursing and cardio-respiratory care personnel;
- paratechnical, auxiliary services and trades personnel.

The above-mentioned percentage of full-time positions is calculated as a percentage of the total number of employees holding positions in the class of personnel concerned.

#### **3. National target for an increase in the number of hours in positions**

The parties set themselves the objective of reaching a national target of a 5% increase in the number of hours in positions for the classes of personnel listed below by the time the collective agreement expires:

- office personnel and administrative technicians and professionals;
- health and social services technicians and professionals.

The reference basis is the 2014-2015 financial year.

#### **4. Information**

The employer must give the local union the relevant information for carrying out the job stability process.

#### **5. Local negotiations**

The parties at the local level must revise provisions binding them in order to make it possible to achieve the targets mentioned in clauses 2 and 3. This process will give institutions more of the flexibility and adaptability they need and encourage using employees in order to limit recourse to independent labour or overtime.

As part of this process, the parties should analyse the possibility of introducing atypical positions.

The national parties undertake to accompany and support the parties in carrying out the process of revising their local provisions.

#### **6. Deployment of the program in relation to Bill 90**

Despite the scope of this letter of agreement set out in clause 1, the employer deploys an updating or professional development program to train employees in the job title of nurse with a college studies diploma throughout the entire health and social services system. This program deals with assessing the physical or mental conditions of the user, with a view to enabling the employees to perform reserved activities entrusted to them by the *Act to amend the Professional Code and other legislative provisions are regards the health sector* (S.Q. 2002 c. 33) (Bill 90), in all institutions.

The program is established in accordance with the following:

- A calendar is prepared by the Ministère de la Santé et des Services sociaux, following a sequence by sector of activities.
- The union party collaborates in implementing the program and determining how available budgets are used within the meaning of Article 13 of the collective agreement.
- Employees with the job title of nurse covered by the program must receive twenty-five (25) hours of duly accredited updating or professional development recognised by the Ordre des infirmières et des infirmiers du Québec for purposes of continuing education. The employer may exempt an employee concerned from part or all of the program. A total or partial exemption may also be requested by an employee. The exemption is granted, if appropriate, after a theoretical and practical assessment.
- The program is remunerated and given either during or outside the hours of work of the employee with the job title of nurse concerned.
- The employer takes steps to consolidate and entrench all the reserved activities listed in Bill 90 in practice.

At the end of the process, all the employees with the job title of nurse concerned must have received the program unless they have been exempted.

## **7. Joint national committee on job stability and the deployment of the program in relation to Bill 90**

Within sixty (60) days of the date the collective agreement comes into force, the parties set up a joint national committee.

The committee is mandated to:

- see to the implementation of the letter of agreement;
- monitor the deployment of the program in relation to Bill 90;
- produce a preliminary report by December 31, 2017;
- produce a final report twelve (12) months after the collective agreement expires.

The committee is composed of two representatives of the employer party and two (2) representatives of the union party, each party being allowed to bring in a resource person from time to time.

## **LETTER OF AGREEMENT NO. 28**

### **REGARDING THE CLASSIFICATION OF CERTAIN NURSES**

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An employee who has a bachelor's degree in nursing and holds a nursing position on July 10, 2016 is reclassified in that position as a nurse clinician, providing that she/he undertakes to perform the duties of a nurse clinician.

This process is repeated on April 1, 2019.

An employee who has a bachelor's degree in nursing and who is excluded from the incumbency process provided under Appendix V of this collective agreement on July 10, 2016 is reclassified as nurse clinician, on the same condition as in the first (1<sup>st</sup>) paragraph.

This process is repeated on April 1, 2019.

## **LETTER OF AGREEMENT NO. 29**

### **REGARDING THE REHIRING OF RETIRED EMPLOYEES**

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Retired employees who are rehired are covered by the provisions of the collective agreement, with the exception of the provisions of Appendix V – Special conditions for nursing and cardio-respiratory care employees. They are then be deemed to be part-time employees and covered by the rules for part-time employees for the duration of their employment.

Such employees receive, however, the benefits applicable for part-time employees who are not covered by the insurance plans, as provided in the second (2<sup>nd</sup>) paragraph of clause 23.32 of the collective agreement.

## LETTER OF AGREEMENT NO. 30

### REGARDING PROFESSIONAL SUPERVISION OF NEWLY HIRED NURSING AND CARDIO-RESPIRATORY CARE PERSONNEL

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#### Scope

The provisions of this Letter of Agreement concern professional supervision of employees hired in one of the job titles in the class of nursing and cardio-respiratory care personnel in the *List of job titles, job descriptions and salary rates and scales* who have less than two (2) years of practice in their job.

#### Annual budget for professional supervision

From the date on which the collective agreement comes into force through until March 30, 2020, the employer sets aside a budget for April 1 to March 31 of each year specifically earmarked for this professional supervision. This budget is equal to 0.19% of the total payroll<sup>1</sup> of employees in the bargaining unit for the previous financial year.

The parties must agree in local arrangements on how the budget is to be used.

#### Transitional clause

For the 2016-2017 financial year, the budget is prorated to the period between the date the collective agreement comes into force and March 31, 2017.

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<sup>1</sup> Total payroll is the amount paid as regular pay, paid leave, days of sick leave or disability insurance, to which are added the benefits paid to part-time employees as a percentage (vacation leave, statutory holidays, sick leave and disability insurance, if applicable), as defined and appearing in the institution's annual financial report.

## **LETTER OF AGREEMENT NO. 31**

### **REGARDING THE CREATION OF A NATIONAL JOINT COMMITTEE ON QUALIFICATIONS REQUIRED AND ACCESS TO POSITIONS**

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Within two (2) months of the date on which the collective agreement comes into force, the parties set up a national joint committee on qualifications required and access to positions.

#### **COMMITTEE'S MANDATES**

The committee is mandated to do the following work:

- catalogue qualifications demanded by institutions;
- identify the predominant trends in terms of qualifications required;
- catalogue the staffing practices of institutions, including those pertaining to the qualifications required and tests administered;
- document and assess specific situations that may be brought to the committee's attention;
- produce recommendations for the Ministère de la Santé et des Services sociaux (MSSS) at the end of the committee's work.

During the committee's work, the MSSS may transmit best practices in terms of qualifications required to institutions in the health and social services system.

The mandates are for twelve (12) months after the committee is set up, but the parties may decide to continue the work for an additional twelve (12) months. When, however, the national inter-union committee on qualifications required and access to positions (national inter-union committee) is set up, this committee will be ended and its work transferred to the national inter-union committee.

#### **COMMITTEE'S COMPOSITION**

The committee is composed of three (3) representatives of the employer party and three (3) representatives of the union party.

## LETTER OF AGREEMENT NO. 32

### REGARDING THE CREATION OF A NATIONAL INTER-UNION COMMITTEE ON QUALIFICATIONS REQUIRED AND ACCESS TO POSITIONS

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CONSIDERING the diversity of job requirements for a given job title;

AND CONSIDERING that the parties want to aim for greater standardization of job requirements for a given job title;

AND CONSIDERING that for the purposes of this letter of agreement, the term “qualifications” means training, experience, main practical knowledge required and any other characteristic qualification needed to perform the job;

AND CONSIDERING that it is the responsibility of the Ministère de la Santé et des Services sociaux (MSSS) to amend job titles in the *List of job titles, job descriptions and salary rates and scales* (the “Nomenclature”);

AND CONSIDERING the need for the MSSS to obtain a status report on the situation with respect to qualifications required by institutions.

#### **The parties agree as follows:**

Within two (2) months of the date the prior condition for establishing the committee set out in clause F) is met, the parties set up a national inter-union committee on qualifications required and access to positions.

#### **A) COMMITTEE’S MANDATES**

The committee is mandated to:

- catalogue qualifications demanded by institutions;
- identify the predominant trends in terms of qualifications required;
- catalogue the staffing practices of institutions, including those pertaining to the qualifications required and tests administered;
- document and assess specific situations that may be brought to the committee’s attention;
- produce recommendations for the Ministère de la Santé et des Services sociaux (MSSS) at the end of the committee’s work

The mandates are for twelve (12) months after the committee is set up, but the parties may decide to continue the work for an additional period, to be determined by the parties.



## **B) COMMITTEE'S COMPOSITION**

The committee is composed of fifteen (15) members, designated as follows:

- three (3) representatives of the employer party;
- twelve (12) representatives of the union party (two (2) representatives each of the CSN, APTS, FTQ, CSQ, FIQ and CSD).

Only the unions representing employees in the classes of personnel concerned by the work will be present at meetings.

The parties may bring in additional people as needed.

## **C) ACCOMPLISHMENT OF THE WORK**

The committee does its work in two (2) phases:

- phase 1: job titles in the class of paratechnical, auxiliary services and trades personnel (Class 2) and the class of office personnel and administrative technicians and professionals (Class 3);
- phase 2: job titles in the class of nursing and cardio-respiratory care personnel (Class 1) and the class of health and social services technicians and professionals (Class 4).

## **D) GENERAL CONDITIONS**

At the end of the work done by the MSSS on updating the *List of job titles and job descriptions* for job titles in Classes of personnel 2 and 3 (phase 1), which must be completed within six (6) months of receiving the necessary authorizations, the following conditions apply:

- The minimum qualifications will be those set out in the *List of job titles and job descriptions*. Despite the minimum qualifications in the *List of job titles and job descriptions*, institutions may set specific requirements. These requirements must be directly related to needs to be met, the clientele concerned or the institution's geographic situation.
- In a context of labour shortages in which no candidate meets the requirements set out in the *List of job titles and job descriptions*, an employee may be deemed to meet the requirements of the job if they have specific qualifications or knowledge or relevant experience for the work.

Subsequently, once the work on job titles in Classes 1 and 4 of personnel (phase 2) is completed, the same process of updating the *List of job titles and job descriptions* will apply, along with the related conditions.

## **E) NATIONAL JOBS COMMITTEE**

Despite clauses 31.10 and following of the collective agreement, changes resulting from the work of this committee cannot be submitted to the National Jobs Committee.

## **F) PRIOR CONDITION FOR ESTABLISHING THE COMMITTEE**

To begin each of the phases set out in clause C), all the unions identified in clause B) representing employees in the classes of personnel concerned by the work must have accepted the condition set out in clause E).

## LETTER OF AGREEMENT NO. 33

### REGARDING EMPLOYEES WORKING WITH CLIENTS PRESENTING SERIOUS BEHAVIOURAL DISORDERS

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#### ARTICLE 1 LUMP SUM

From April 1, 2015 to March 30, 2020, an employee holding one or more job titles in a given group listed in Article 3 and working in one or more activity centres or sub-centres listed in Article 4 is entitled to payment of a lump sum for each five hundred (500) hours actually worked with clients presenting serious behavioural disorders.

Hours actually worked include overtime and exclude annual vacation leave, sick leave and other remunerated absences.

The hours worked entitling an employee to a floating day off or monetary compensation in lieu of time off under Appendices A, R and T of the collective agreement are excluded from the accumulation of hours for the purpose of obtaining this lump-sum payment.

For each five hundred (500) hours actually worked, an employee concerned receives a lump-sum amount depending on the group of job titles involved:

<b>Job title groups</b>	<b>Lump sum per 500 hours actually worked</b>
1000-1999	\$360
2000-2999	\$295
3000 or +	\$195

The lump sum is paid when the stipulated number of hours is worked, and there is no prorated payment of this lump sum.

The lump sum is not contributory for pension plan purposes.

#### ARTICLE 2 PAID DAY OFF

An employee who holds a full-time position may replace the lump sum to which they are entitled with one (1) paid day off, after agreement with the employer on the date the day off is taken, providing that they:

- inform the employer of this choice before having completed the period of five hundred (500) hours actually worked;
- take the paid day off during the current year and no later than March 30, 2020.

However, an employee holding a job title in one of the groups of nurse or nursing assistant job titles or appearing in the list mentioned below is not entitled to the paid day off:

- Audiologist (1254)
- Audiologist-speech therapist (1204)
- Occupational therapist (1230)

- Speech therapist (1255)
- Physiotherapist (1233)
- Beneficiary attendant (3480)
- Beneficiary attendant (“A” certification) (3459)
- Psychologist (1546)
- Professional social worker (1550)

### **ARTICLE 3 JOB TITLES BY GROUP**

By group, the following job titles are covered by the letter of agreement:

1) Codes 1000 to 1999

- Human relations officer (1553)
- Audiologist (1254)
- Audiologist-speech therapist (1204)
- Vocational guidance counsellor (1701)
- Adapted work counsellor (1703)
- Criminologist (1544)
- Physical educator / kinesiologist (1228)
- Occupational therapist (1230)
- Nurse clinician assistant head nurse, nurse clinician assistant to the immediate superior (1912)
- Nurse clinician (1911)
- Professional social worker (1550)
- Community organizer (1551)
- Speech therapist (1255)
- Physiotherapist (1233)
- Psycho-educator (1652)
- Psychologist (1546)
- Art therapist (1258)
- Clinical activities specialist (1407)

2) Codes 2000 to 2999

- Social aide (2588)
- Assistant head nurse, assistant to the immediate superior (2489)
- Educator (2691)
- Nurse (2471)
- Nurse team leader (2459)
- Social assistance technician (2586)
- Specialized education technician (2686)
- Recreation technician (2696)
- Physical rehabilitation technician (2295)
- Community worker (2375)
- Living and/or rehabilitation unit supervisor (2694)

3) Codes 3000 and higher

- Intervention officer (3545)
- Medico-legal intervention officer (3544)
- Rehabilitation assistant (3462)
- Health and social services aide (3588)
- Vehicle driver (6336)

- Guard (6438)
- Residence guard (6349)
- Nursing assistant (3455)
- Industrial workshop instructor (3585)
- Handicrafts or occupational therapy instructor (3598)
- Unit and/or pavilion attendant (3685)
- Beneficiary attendant (3480)
- Beneficiary attendant (“A” certification) (3459)
- Institutional guard (6422)

#### **ARTICLE 4 ACTIVITY CENTRES OR SUB-CENTRES**

##### **4.01** The activity centres or sub-centres are the following:

- 5202 Request for intervention with young offenders (YCJA)
- 5203 Access mechanism (YPA – LSJPA – HSSSA)
- 5400 Assistance and support for youth and families (YPA – YCJA – HSSSA)
- 5401 Assistance and support for youth and families (YCJA)
- 5402 Assistance and support for youth and families (YPA – HSSSA)
- 5410 Support for mental health services (HSSSA)
- 5500 Living units for youth (YPA – YCJA – HSSSA)
- 5501 Living units for youth – Open custody YPA – YCJA)
- 5502 Living units for youth – Closed custody (YPA – YCJA)
- 5503 Living units for youth - Regular (YPA – HSSSA)
- 5504 Living units for youth – Mental health (YPA – YCJA – HSSSA)
- 5600 Outreach services (YPA – YCJA – HSSSA)
- 5860 Youth health (YPA – YCJA – HSSSA)
- 5917 Psychosocial services for youth in difficulty and their families and the Crise-Adolescence-Famille-Enfance (CAFE) program (crisis program for adolescents, families and children)
- 5927 Crisis intervention and follow-up only as well as the UPS-Justice Program: direct intervention, in the presence of the client (excluding interventions by phone)
- 5941 Intensive community follow-up
- 5942 Variable intensity community support
- 6670 Specialized addiction services – users admitted to program
- 6682 Outreach addiction services only for the following programs:
  - Clinique Cormier Lafontaine;
  - Team for the homeless;
  - Youth worker team in youth centres;
  - Addiction-justice team;
  - Substitution therapy;
  - Emergency-triage.
- 6690 Short-term addiction treatment intervention unit
- 6940 Residential program – Intellectual or physical impairment or pervasive developmental disorders
- 6945 Residential program – Intellectual impairment or pervasive developmental disorders
- 6946 Residential program – Physical impairment
- 6984 Group homes – Physical impairment
- 6985 Group homes, mental health - Youth 0-17 years old
- 6989 Group homes – Youth in difficulty (YPA – YCJA – HSSSA)
- 7000 Day activity centre
- 7010 Workshop

- 7040 Residential resources – Continuous residential assistance
- 7041 Residential resources – Continuous residential assistance (Intellectual impairment or pervasive developmental disorders)
- 7042 Residential resources – Continuous residential assistance (Physical impairment)
- 7690 Transportation of users outside the facility
- 7710 Security
- 8022 Adult rehabilitation – Cranio-cerebral trauma
- 8032 Child rehabilitation – Cranio-cerebral trauma
- 8054 Adjustment and rehabilitation services for individuals and the mobile intervention team
- 8090 Intensive functional rehabilitation unit

For activity centres 7690 (Transportation of users outside the facility) and 7710 (Security), only the employees concerned working directly with clients presenting serious behavioural disorders receiving care and services in the above-mentioned activity centres or sub-centres are entitled to a lump sum, in accordance with the terms and conditions set out in this letter of agreement.

**4.02** The specific activity centres or sub-centres authorized by the Comité patronal de négociation du secteur de la santé et des services sociaux (CPNSSS) under Schedule 4 of ministerial circular 2013-022 are also covered by this letter of agreement as long as they continue to provide care and services to clients presenting a serious behavioural disorder.

**4.03** If the number of an activity centre or sub-centre is changed during the life of the collective agreement, the CPNSSS notifies the union and the list is updated.

## **LETTER OF AGREEMENT NO. 34**

### **REGARDING GRIEVANCES FILED BEFORE MAY 14, 2006**

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1- Despite the provisions of clauses 11.40 and 11.42 of the collective agreement, if a grievance filed before May 14, 2006 is settled or withdrawn without any days of hearings having been held, regardless of whether it was put on the Registry, the arbitrator's fees and expenses are not charged to the union or the employee.

2- It is agreed that the provisions on arbitration costs stipulated in the article on arbitration in the 2000-2003 collective agreement apply for up to a maximum of five thousand (5,000) grievances filed before May 14, 2006, regardless of whether they were put on the Registry. However, grievances on a dismissal or medical arbitration under clause 11.38 of the collective agreement are not counted in the five thousand (5,000) grievances.

The local union notifies the registrar of grievances filed before May 14, 2006 on which hearings have begun. The registrar informs the arbitrator that the provisions of the 2000-2003 collective agreement on arbitration costs apply. Once the number of five thousand (5,000) grievances is reached, the registrar so informs the parties' representatives at the Registry.

## LETTER OF AGREEMENT NO. 35

### REGARDING THE IMPLEMENTATION OF THE PAY EQUITY PLAN FOR THE SECTORS OF HEALTH AND SOCIAL SERVICES AND EDUCATION, ESTABLISHED IN ACCORDANCE WITH THE PROVISIONS OF THE *PAY EQUITY ACT*

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Considering that adjustments in compensation are applicable under the pay equity plan for job classes in the health and social services and education sectors;  
And considering Sections 71 and 74 of the *Pay Equity Act*,

The parties to this agreement agree as follows:

#### **SECTION I      GENERAL PROVISIONS FOR THE SECTORS OF EDUCATION AND HEALTH AND SOCIAL SERVICES**

1. The pay rates and scales stemming from this agreement have been established in accordance with the pay equity plan for which notice was given following the second posting signed by committee members on December 14, 2006.

2. For the health and social services sector from November 21, 2001 to December 15, 2005 or November 20, 2006, as the case may be, and for the Education sector, the pay rates and scales set out in Schedules 1, 2 and 4 replace the pay rates and scales in the collective agreements or what replaces them for the job titles or categories concerned and are effective as of the dates indicated.

The job title of radiology technologist (digital imaging and information system) (2222) is deemed to have been part of the collective agreement since November 20, 2001.

Radiology technologists who have performed digital imaging and information system duties (2222) are entitled to the pay equity adjustment and retroactivity set out in the pay equity plan.

An employee with college-level training who has performed the duties of a nurse in an outpost or dispensary and who has received the weekly supplement for such duties is entitled to retroactive adjustments based on the pay scale for 2491 set out in Schedule 1, given that the level of education recognized in the valuation of this job class is the technical (college) level.

As of December 16, 2005<sup>1</sup> or November 21, 2006, the general provisions set out in Section II apply to the health and social services sector.

3. The premiums set out in Schedule 5 are integrated into the pay rates and scales in force on April 1, 2007. Consequently, these premiums are abolished as of that date and references to the premiums or supplements appearing in the collective agreement are abrogated.

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<sup>1</sup> In the case of employees covered by paragraph 31 of Schedule 4 of the *Act respecting conditions of employment in the public sector*, this date is replaced by the date on which the employee is reclassified, when required by this agreement.



3.1 The provisions of the collective agreement set out in the appendix on special conditions for educators regarding the supplement for the living and/or rehabilitation unit supervisor are replaced with the following:

The pay scale of a living and/or rehabilitation unit supervisor is established taking into account the overtime worked on duties for which the employee is on stand-by in accordance with the provisions set out in the appendix on special conditions for educators. Consequently, neither the employee nor the union may claim payment or time off in lieu of overtime for overtime worked to perform such duties.

3.2 The provisions of the collective agreement on the preservation of vested rights or benefits may not be invoked to maintain a supplement or responsibility premium that is abrogated by this agreement.

4. Within 60 days<sup>1</sup> of December 21, 2006, the pay rates and scales in force for the job titles or occupations affected by pay equity adjustments are to be modified in accordance with this agreement.

5. An employee is entitled retroactively, taking into account the length of their service, to an amount of money equal to the difference between:

- the pay that they received for the period between November 21, 2001 and the date on which the pay rates and scales that have been adjusted and that appear in Schedules 1, 2 and 4 come into force;

and

- the pay that they would have received for the same period if the new pay rates and scales had been in force.

Except for employees covered by Section III, clause 5, the amounts owing are to be paid no later than April 30, 2007.<sup>2</sup>

6. An employee whose rate of pay on the day before the date on which pay rates and scales are adjusted is higher than the flat rate or the maximum rate for the pay scale in effect for their job title or category and equal to or higher than the new flat rate or new maximum on the pay scale does not receive any pay adjustment.

7. An employee whose rate of pay on the day before the date on which pay rates and scales are adjusted is equal to or higher than the flat rate or maximum rate of the pay scale in effect for their job title or category and less than the new flat rate or new maximum rate on the pay scale has their rate of pay adjusted to the new flat rate or maximum echelon of the pay scale.

This adjustment is, however, equal to the difference between the adjusted rate and the rate in effect on the day preceding the adjustment, minus any lump-sum amount paid to them as an off-rate or off-scale employee, as the case may be.

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<sup>1</sup> For the health and social services sector, this period may be extended by twenty (20) days.

<sup>2</sup> In the health and social services sector, this date may be postponed by fifteen (15) days.

## **SECTION II OTHER GENERAL PROVISIONS FOR THE HEALTH AND SOCIAL SERVICES SECTOR**

### **SUB-SECTION A CLASSIFICATION**

1. The *List of job titles and job descriptions*<sup>1</sup> applies as of December 16, 2005 or November 21, 2006, as the case may be, and an employee's job title is the one set out in the *List of job titles and job descriptions* for the period 2005-2010.

### **SUB-SECTION B GENERAL CLAUSES**

1. On December 16, 2005, or November 21, 2006, as the case may be, the pay rates and scales set out in the *List of job titles and job descriptions* are replaced by those stemming from the pay equity adjustments on the relevant dates as presented in Schedule 1, if applicable, except for those covered by the following sub-section.

Furthermore, as of November 21, 2006, an employee with college-level training who has performed the duties of a nurse in an outpost or dispensary and who has received the weekly supplement for such duties is entitled to retroactive adjustments based on the pay scale for 2491 set out in Schedule 1, given that the level of education recognized in the valuation of this job class is the technical (college) level.

The parties make the necessary adjustments to the collective agreements to take into account the modifications that this agreement makes to the structure of the pay scale for the job title of outpost/dispensary nurse.

2. An employee who moves into one of the job titles listed in Schedules 6A or 6B as a result of a movement of personnel or who is newly hired in one of these job titles after December 15, 2005 or November 20, 2006, as the case may be, is covered by the following provisions:

- a) The employee is paid according to the pay rate or scale for the corresponding job title set out in the *List of job titles and job descriptions* unless this pay rate or scale has been modified by Schedule 2.
- b) The employee is integrated into this new pay scale in accordance with the rules set out in the collective agreement.
- c) If, however, between November 21, 2006 and the date on which the employee's pay rate is modified under clause 4 of Section I the rate of pay for an employee classified in job title 5302 is higher than the rate set out in Schedule 2, the employee in question stays at the rate of pay applicable to them until this rate reaches the rate set out in Schedule 2.

### **SUB-SECTION C TRANSITIONAL CLAUSES**

1. This section concerns employees who held one of the job titles listed in Schedules 6A or 6B on December 15, 2005 or November 20, 2006, as the case may be.

2. An employee whose job title on December 15, 2005 or November 20, 2006, as the case may be, is in a gender-neutral or predominantly male job class, or a predominantly female job class that is not

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<sup>1</sup> The term "*List of job titles and job descriptions*" used here refers to Sessional Document no. 2575-20051215.

affected by a pay equity adjustment is paid from December 16, 2005 or November 21, 2006 until November 21, 2007 on the basis of the pay rate or scale set out in the *List of job titles and job descriptions* unless this pay rate or scale has been modified by Schedule 3.

3. An employee whose job title is subject to a pay equity adjustment on December 15, 2005 or November 20, 2006, as the case may be, is paid from December 16, 2005 or November 21, 2006 until November 21, 2007, the pay equity pay rate or scale for the job title that they held on whichever previous day applies.

The pay rates and scales are set out in Schedule 2 and replace those set out in the *List of job titles and job descriptions*.

On December 16, 2005 or November 21, 2006, as the case may be, an employee stays at the same echelon they would have been at if the *List of job titles and job descriptions* had not been applied, despite the fact that more echelons may have been added to it.

If, however, between November 21, 2006 and the date on which an employee's rate of pay is modified under clause 4 of Section I, the rate of pay of an employee classified in job titles 5301, 5302, 5303 or 5304 was higher than the rate of pay set out in Schedule 2, the employee concerned stays at the rate of pay applicable to them until this rate reaches the rate of pay set out in that Schedule.

3.1 An employee who is registered on the recall or availability list on December 15, 2005 or November 20, 2006, as the case may be, is covered by the provisions set out in clause 3 of this sub-section.

However, for an employee who is registered on the recall or availability list on either of these dates for more than one job title with different pay rates and scales that are combined in a single merger under Schedule 6A or 6B, the pay rate or scale is determined in accordance with the following provisions:

An employee assigned in a new job title resulting from a merger is paid until November 21, 2007 on the basis of the pay rate or scale for the job title for which they were registered on the recall or availability list on December 15, 2005 or November 20, 2006, as the case may be, in which there were the most employees.

The job title in which there were the most employees is determined on the basis of the staff in each job title as set out in Schedule 7.

4. The number of hours a week applicable to an employee is the number stipulated for their position, notwithstanding the number of hours a week indicated in the pay rate or scale applicable to them under Schedules 2 or 3.

5. On November 22, 2007, an employee is integrated at the pay rate or scale for the job title corresponding to their position, notwithstanding any provisions of the collective agreement.

This pay rate or scale is the one set out in the *List of job titles and job descriptions* unless this pay rate or scale has been modified by Schedule 2.

The integration is done at the hourly rate equal to or immediately higher than the rate at which the employee was paid on November 21, 2007.

6. For the purposes of this sub-section, if an employee's rate of pay on November 21, 2007, is higher than the flat rate or maximum of the pay scale for their job title, the employee's rate of pay is reduced using the following method:

a) the full difference between the rate of pay that they received before their integration and the new rate of pay to which they are entitled is paid as a lump sum for the first three years following this integration;

b) 2/3 of the difference between the rate of pay that they received before their integration and the new rate of pay to which they are entitled for the fourth year is paid to them in the same way for the fourth year;

c) 1/3 of the difference between the rate of pay that they received before their integration and the new rate of pay to which they are entitled for the fifth year is paid to them in the same way for the fifth year.

### **SECTION III OTHER CLAUSES**

1. Rights and benefits related to remuneration set out in the collective agreements that are the employer's financial responsibility are adjusted retroactively to November 21, 2001 as if the pay rates and scales had been applied on the dates on which they should have been.

2. Within 60 days<sup>1</sup> of December 21, 2006, the union organizations, acting through the insurer, provide the employer with the rate or rates stipulated under the life insurance and long-term disability insurance plans that should be applied, as the case may be, to amounts owing under clause 5 of Section I and for which the union organizations are financially responsible.

3. Measures are taken to enable employees to receive the amounts to which they are entitled.

4. Within 90 days of the date on which this letter of agreement is incorporated into the collective agreement, the employer provides the union with a list of employees who have left their jobs since November 21, 2001, along with their last known addresses.

5. Employees whose employment ended between November 21, 2001 and the payment of retroactive adjustments may ask their former employer to pay them the amounts they are owed.

Following a written request from an employee in accordance with the provisions set out above, the employer pays the amounts owed by April 30, 2007,<sup>2</sup> or within 30 days of such a request if it is made after April 1, 2007.<sup>2</sup>

If the employer has ceased to exist, the request may be made to the employer who succeeded the former employer if the succeeding employer is covered by these provisions or, failing that, to the agency concerned

6. The amounts owed to an employee under this agreement, if any, are payable to their heirs or beneficiaries.

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<sup>1</sup> For the health and social services sector, this period may be extended by twenty days.

<sup>2</sup> In the health and social services sector, this date may be postponed by 15 days.

7. The amounts calculated for the purposes of applying this agreement bear interest at the legal rate, in accordance with the provisions of the *Pay Equity Act*.
8. Subject to the terms of this agreement, all the other provisions of the collective agreements continue to apply.
9. It is agreed that mergers or modifications to job titles or categories generated by the new classifications or the implementation of the *List of job titles and job descriptions* do not have the effect of changing the value of such jobs solely on the basis of the mergers or modifications, unless the duties or functions warrant it.
10. Schedules 1 to 7 of this agreement constitute an integral part of the collective agreement. The job titles and pay rates and scales effective as of December 15, 2005 from Schedules 1, 2 and 3 appear in the *List of job titles, job descriptions and pay rates and scales for the Health and Social Services network*.
11. The time limit for submitting a grievance pertaining to this letter of agreement is six (6) months from the occurrence of the fact or incident giving rise to the grievance.

## SCHEDULE 5

### JOB TITLES FOR WHICH THE PREMIUMS ARE INTEGRATED INTO PAY RATES OR SCALES ON 2007-04-01

Job title no.	Class	Job title	Value of the premium on 2007-04-01 (\$)
1236	0	ASSISTANT HEAD OF PHYSIOTHERAPY	777.40 / year
1234	0	CLINICAL LECTURER (PHYSIOTHERAPY)	644.80 / year
2211	1	SPECIALIZED RADIOLOGY TECHNICIAN	24.41 / week
2212	1	SPECIALIZED RADIOLOGY TECHNOLOGIST	24.41 / week
2215	1	CLINICAL INSTRUCTOR (RADIOLOGY)	49.01 / week
2216	1	CLINICAL INSTRUCTOR (RADIOLOGY)	49.01 / week
2231	1	CLINICAL INSTRUCTOR (LABORATORY)	49.01 / week
2236	1	ASSISTANT HEAD MEDICAL ELECTRO-PHYSIOLOGY TECHNICIAN	58.79 / week
2240	1	ASSISTANT HEAD DIETETICS TECHNICIAN	58.79 / week
2242	1	ASSISTANT HEAD OF ARCHIVES	58.79 / week
2247	1	CLINICAL LECTURER (RESPIRATORY THERAPY)	49.01 / week
2276	1	TECHNICAL CO-ORDINATOR (MEDICAL ELECTRO-PHYSIOLOGY)	49.01 / week
2282	1	MEDICAL RECORDS ARCHIVIST (TEAM LEADER)	24.40 / week
2458	1	NURSE TEAM LEADER (ORGANIZED TEAM WORK) (35 H)	39.51 / week
2459	1	NURSE TEAM LEADER (ORGANIZED TEAM WORK)	39.51 / week
2462	1	NURSE INSTRUCTOR	58.79 / week
2463	1	INSTRUCTOR (35 H)	58.79 / week
2464	1	INSTRUCTOR (35 H)	58.79 / week
2694	1	LIVING AND/OR REHABILITATION UNIT SUPERVISOR	3,343 / year
2694	2	LIVING AND/OR REHABILITATION UNIT SUPERVISOR	3,343 / year
2694	3	LIVING AND/OR REHABILITATION UNIT SUPERVISOR	3,343 / year
2699	1	HEAD OF MODULE	1,159 / year
2699	2	HEAD OF MODULE	1,159 / year
2699	3	HEAD OF MODULE	1,159 / year
3445	1	NURSING ASSISTANT (RESERVED TITLE) TEAM LEADER OR HEALTH SERVICE GRADUATE TEAM LEADER	24.40 / week
3598	1	HANDICRAFTS OR OCCUPATIONAL THERAPY INSTRUCTOR	64.19 / week

**SCHEDULE 6A**

**AS OF DECEMBER 16, 2005**

**JOB TITLES**

<b>CLASS 1 – NURSING AND CARDIO-RESPIRATORY CARE PERSONNEL</b>			
<b>2000-2003 LIST OF JOB TITLES</b>		<b>2005-2010 LIST OF JOB TITLES</b>	
1902	Baccalaureate assistant head nurse	1902	Baccalaureate assistant head nurse
1906	Baccalaureate assistant head nurse		
1904	Baccalaureate nurse, assistant to the immediate superior	1904	Baccalaureate nurse, assistant to the immediate superior
1905	Baccalaureate nurse, assistant to the immediate superior		
2248	Assistant head respiratory therapist	2248	Assistant head respiratory therapist
2249	Assistant head respiratory therapist		
2458	Nurse team leader (organized team work)	2459	Nurse team leader (organized team work)
2459	Nurse team leader (organized team work)		
2458	Group leader nurse		
2462	Nurse instructor	2462	Nurse instructor
2463	Instructor		
2464	Nurse instructor		
2467	Assistant head nurse	2468	Assistant head nurse
2468	Assistant head nurse		
2471	Nurse	2471	Nurse
2472	Nurse		
2474	Nurse		
2475	Candidate to the practice of the nursing profession	2475	Candidate to the practice of the nursing profession
2476	Candidate to the practice of the nursing profession		
2477	Candidate eligible by equivalence	2477	Candidate eligible by equivalence
2478	Candidate eligible by equivalence		
2485	Nurse on a refresher period	2485	Nurse on a refresher period
2486	Nurse on a refresher period		
2487	Nurse, assistant to the immediate superior	2488	Nurse, assistant to the immediate superior
2488	Nurse, assistant to the immediate superior		
3448	Nursing assistant <sup>(RT)</sup> or health care graduate	3455	Nursing assistant
3455	Nursing assistant <sup>(RT)</sup> or health care graduate		
3529	Nursing assistant or health care graduate on a refresher period	3529	Nursing assistant on a refresher period
3530	Nursing assistant or health care graduate on a refresher period		

<b>CLASS 2 – PARATECHNICAL PERSONNEL AND AUXILIARY SERVICES AND TRADES PERSONNEL</b>			
<b>2000-2003 LIST OF JOB TITLES</b>		<b>2005-2010 LIST OF JOB TITLES</b>	
3201	Health care technical assistant	3201	Health care technical assistant
3202	Health care technical assistant		
3205	Technical laboratory or radiology assistant	3205	Technical laboratory or radiology assistant
3210	Technical laboratory or radiology assistant		
3206	Technical dental surgery assistant	3218	Technical dental assistant
3207	Technical dental assistant		
3217	Technical dental assistant		
3243	Service aide	3244	Service aide
3249	Pharmacy clerk		
3250	Milk laboratory attendant		
3260	Commissionnaire		
3468	Rehabilitation assistant	3462	Rehabilitation assistant
3471	Rehabilitation monitor (handicrafts or occupational therapy)		
3472	Rehabilitation monitor (handicrafts or occupational therapy)		
3464	Residence worker	3466	Residence worker
3466	Residence worker		
3478	Beneficiary attendant	3479	Beneficiary attendant
3479	Beneficiary attendant		
3481	Sterilization attendant	3481	Sterilization attendant
3482	Sterilization attendant		
3508	Residence attendant	3509	Residence attendant
3509	Residence attendant		
3589	Family and social aide	3589	Family and social aide
3590	Family and social aide		
3591	Home care auxiliary	3591	Home care aide
3592	Home care auxiliary		
3698	Recreation monitor	3699	Recreation monitor
3699	Recreation monitor		
6335	Housekeeping attendant (light work)	6335	Housekeeping attendant (light work)
6403	Housekeeping attendant (light work)		
6435	Housekeeping attendant (light work)		

<b>CLASS 3 – OFFICE PERSONNEL AND ADMINISTRATIVE TECHNICIANS AND PROFESSIONALS</b>			
<b>2000-2003 LIST OF JOB TITLES</b>		<b>2005-2010 LIST OF JOB TITLES</b>	
2100	Administrative technician	2101	Administrative technician
2101	Administrative technician		
2265	Library technician	2265	Library technician
2266	Library technician		
5103	Senior accounting clerk	5103	Senior accounting clerk
5104	Senior accounting clerk		



5105	Paymaster	5105	Paymaster
5106	Paymaster		
2355	Documentation technician	2365	Documentation technician
2365	Documentation technician		
5109	Senior clerk	5109	Senior clerk
5110	Senior clerk		
5009	Senior clerk (C.S.D.)		
5113	Intermediate clerk	5113	Intermediate clerk
5114	Intermediate clerk		
5128	Clerk	5129	Clerk
5129	Clerk		
5029	Clerk (C.S.D.)		
5138	Purchaser	5140	Purchaser
5140	Purchaser		
5144	Executive secretary	5145	Executive secretary
5145	Executive secretary		
5151	Typist	5151	Typist
5152	Typist		
5155	Secretary	5155	Secretary
5156	Secretary		
5163	Operator-receptionist	5164	Operator-receptionist
5164	Operator-receptionist		
5148	Legal secretary	5168	Legal secretary
5168	Legal secretary		
5278	Archives assistant	5279	Archives assistant
5279	Archives assistant		

<b>CLASS 4 – HEALTH AND SOCIAL SERVICES TECHNICIANS AND PROFESSIONALS</b>			
<b>2000-2003 LIST OF JOB TITLES</b>		<b>2005-2010 LIST OF JOB TITLES</b>	
2215	Clinical instructor (radiology and laboratory)	2214	Clinical instructor (radiology and laboratory)
2231	Clinical instructor	2232	Clinical instructor (laboratory)
2250	Medical records archivist	2251	Medical records archivist
2251	Medical records archivist		
2271	Cyto-technologist	2271	Cytologist
2255	Rehabilitation technician	2295	Physical rehabilitation therapist
2585	Social counsellor	2586	Social assistance technician
2586	Social counsellor		
2587	Social aide	2588	Social aide
2588	Social aide		
2690	Specialized education technician	2686	Specialized education technician
2689	Educator	2691	Educator
2691	Educator		
2692	Educator		
2693	Educator		

**APPENDIX 6B**

**AS OF NOVEMBER 21, 2006**

**JOB TITLES**

<b>CLASS 1 – NURSING AND CARDIO-RESPIRATORY CARE PERSONNEL</b>			
<b>2000-2003 LIST OF JOB TITLES</b>		<b>2005-2010 LIST OF JOB TITLES</b>	
1902	Baccalaureate assistant head nurse	1912	Nurse clinician assistant head nurse
1904	Baccalaureate nurse, assistant to the immediate superior		Nurse clinician, assistant to the immediate superior
2468	Assistant head nurse	2489	Nurse, assistant to the immediate superior
2488	Nurse, assistant to the immediate superior		
2475	Candidate to the practice of the nursing profession	2490	Candidate to the practice of the nursing profession
2477	Candidate to the practice of the nursing profession		
		2491	Outpost/dispensary nurse

<b>CLASS 2 – PARATECHNICAL PERSONNEL AND AUXILIARY SERVICES AND TRADES PERSONNEL</b>			
<b>2000-2003 LIST OF JOB TITLES</b>		<b>2005-2010 LIST OF JOB TITLES</b>	
3209	Respiratory therapy attendant	3480	Beneficiary attendant
3237	Electro-cardiography attendant		
3239	EEG attendant (electroencephalography)		
3479	Beneficiary attendant		
3466	Residence worker	3588	Health and social services aide
3474	Residential care beneficiary attendant		
3509	Resident attendant		
3577	Living environment worker		
3578	Residence attendant		
3589	Family and social aide		
3591	Home care auxiliary		
6307	Dishwasher operator	6386	Food service attendant
6309	Kitchen helper		
6314	Cafeteria attendant		
6315	Restaurant attendant		
6318	Food service aide		
6319	Diet helper		
6221	Laundry-linen attendant	6398	Laundry attendant
6321	Laundry attendant		
6332	Linen department attendant		
6333	Mangle attendant		
3594	Living unit officer	6422	Institutional guard
6410	Institutional guard		
6413	Student supervision attendant		

<b>CLASS 3 –OFFICE PERSONNEL AND ADMINISTRATIVE TECHNICIANS AND PROFESSIONALS</b>	
<b>2000-2003 LIST OF JOB TITLES</b>	<b>2005-2010 LIST OF JOB TITLES</b>
2265 Library technician 2365 Documentation technician	2356 Documentation technician
5103 Senior accounting clerk 5105 Paymaster 5140 Purchaser 5145 Executive secretary 5150 Secretary to the department head (university teaching) 5154 Administrative secretary (development agency)	5301 Administrative officer, Class 1
5109 Senior clerk 5143 Accounts receivable clerk 5147 Medical secretary 5155 Secretary 5168 Legal secretary 5279 Archives assistant	5302 Administrative officer, Class 2
5102 Unit clerk (Institut Pinel) 5113 Intermediate clerk 5151 Typist 5271 Admitting clerk 5272 Admitting clerk (CLSC) 5275 Outpatient admitting clerk	5303 Administrative officer, Class 3
5121 Data-processing attendant 5129 Clerk 5135 Reprography attendant 5159 Switchboard operator 5161 Receptionist 5164 Operator-receptionist 5165 Messenger 5171 Receptionist (development agency) 5280 Medical records clerk 5283 Library attendant	5304 Administrative officer, Class 4

<b>CLASS 4 – HEALTH AND SOCIAL SERVICES TECHNICIANS AND PROFESSIONALS</b>	
<b>2000-2003 LIST OF JOB TITLES</b>	<b>2005-2010 LIST OF JOB TITLES</b>
1229 Creativity therapist 1245 Music therapist 1259 Art therapist	1258 Art therapist
2229 Assistant head technologist Assistant head graduate laboratory technician (technical) 2230 Assistant head technologist Assistant head graduate laboratory technician (administrative) 2235 Assistant head medical technologist Assistant head laboratory technician	2234 Assistant head medical technologist Assistant head graduate laboratory technician

**SCHEDULE 7**

<b>Job title no.</b>	<b>Number of individuals 2004-2005</b>	<b>Job title number</b>	<b>Number of individuals 2004-2005</b>
1229	4	5114	19
1245	16	5121	35
1259	10	5128	3
2458	34	5129	150
2459	1,442	5135	38
2462	36	5138	1
2463	0	5140	214
2464	1	5143	108
3205	437	5144	15
3209	24	5145	1,280
3210	41	5147	3,759
3237	150	5148	36
3239	3	5150	24
3243	419	5151	291
3249	18	5152	1
3250	1	5154	21
3260	2	5155	3,914
3464	813	5156	289
3466	1,099	5159	691
3468	27	5161	451
3471	581	5163	32
3472	15	5164	183
3474	1	5165	114
3478	151	5168	34
3479	36,415	5171	5
3508	47	5271	1,040
3509	55	5272	18
3577	0	5275	884
3578	31	5278	6
3589	3,723	5279	163
3590	144	5280	1,485
3591	10	5283	10
3592	28	6221	0
3594	0	6307	407
5009	20	6309	6,935
5029	2	6314	797
5102	31	6315	12
5103	815	6318	55
5104	12	6319	13
5105	193	6321	995
5106	0	6332	206
5109	3,538	6333	27
5110	121	6410	431
5113	5,905	6413	3

# LETTER OF AGREEMENT NO. 36

## REGARDING WORK-TIME ARRANGEMENTS

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### 1. Scope

The provisions of this letter of agreement apply to employees holding a full-time position with a regular work week distributed over five (5) days who work on the evening or night shift or on rotating shifts. They also apply to employees working on the day shift who have fifteen (15) or more years of experience.

Work-time arrangements are made on an individual and voluntary basis.

### 2. Terms and conditions for work-time arrangements

The local parties negotiate the terms and conditions for implementing work-time arrangements, in particular:

- the implementation date;
- the duration of requests for work-time arrangements;
- what is done with the day or days freed up by an employee holding a full-time position, with priority being given to employees in the department or service, or as otherwise agreed upon by the local parties.

#### A. Day or evening shift

An employee holding a full-time position on the evening shift who wishes to have a schedule of nine (9) days of work per fourteen (14)-day period obtains one (1) paid day off per fourteen (14)-day period by converting twelve (12) statutory holidays, ten (10) days of annual leave and three (3) days of sick leave into time off.

The same provisions apply to an employee holding a full-time position on the day shift who has fifteen (15) or more years of service.

#### B. Night shift

a) An employee holding a full-time position on the night shift who wishes to have a schedule of nine (9) days of work per fourteen (14)-day period obtains one (1) paid day off per period of fourteen (14) days by converting the night shift premium into time off. In such a case, the provisions of clauses 1.02 of Appendix L apply.

b) An employee holding a full-time position on the night shift who wishes to have a schedule of eight (8) days of work per fourteen (14)-day period has two (2) days of paid leave per fourteen (14)-day period:

- i) by converting part of the night shift premium into the equivalent of twenty-five (25) days of time off;
- ii) and by converting eleven (11) statutory holidays, ten (10) days of annual vacation leave and four (4) days of sick leave into time off;

iii) An employee who can obtain more than twenty-five (25) days by converting all of their night shift premium may:

- convert all the surplus days so as to reduce by a corresponding number the days of annual vacation leave stipulated in sub-paragraph ii). If applicable, the residual amount representing a fraction of a day that does not constitute a full day is paid;
- or
- be paid the part of the night shift premium that is not converted within a maximum of thirty (30) days of the anniversary date for the implementation of work-time arrangements for the employee in question.

For the purpose of applying this sub-paragraph, surplus days are established as follows:

- for the 14% premium: 2 days;
- for the 15% premium: 3.7 days;
- for the 16% premium: 5.3 days.

iv) During any absence for which an employee receives remuneration, benefits, allowances or indemnities, their pay or the pay used to establish the benefits or indemnity, as the case may be, is reduced during the absence by the percentage of the night shift premium that would be applicable under paragraph B of clause 9.06 of the collective agreement.

This sub-paragraph does not apply to the following absences:

- a) statutory holidays;
- b) annual vacation leave;
- c) maternity, paternity or adoption leave;
- d) absence for disability from the sixth (6<sup>th</sup>) working day on;
- e) absence for an employment injury recognized as such in accordance with the provisions of the *Act respecting industrial accidents and occupational diseases* (CQLR c A-3.001);
- f) additional days of leave paid under sub-paragraphs i) or ii).

### **C. Rotating shifts**

An employee holding a full-time position on rotating shifts may only take advantage of work-time arrangements for the portion of time worked on the evening or night shift. The applicable terms and conditions are those provided for full-time positions on evenings or nights, prorated to the time worked on those shifts.

Despite the above, an employee with fifteen (15) or more years of experience may take advantage of work-time arrangements for the portion of time worked on the day shift too.



#### **D. Reconciliation of time**

When an employee ceases to be covered by this letter of agreement in the course of a year, the reduction in the number of days of sick leave and annual leave provided for in paragraph A or sub-paragraph ii) of paragraph B is prorated to the time between the last anniversary date of the implementation of the letter of agreement for the employee in question and the termination date, compared to a full year.

In such a case, the employer also pays an employee working on the night shift an amount corresponding to the part of the premium that has not been converted, prorated to the number of days worked between the anniversary date of the implementation of the letter of agreement for the employee and the termination date in relation to the number of days of work included in this period. For the purpose of this clause, days of leave stemming from the application of sub-paragraphs i) and ii) of paragraph B are deemed to be days worked.

#### **E. Status of a part-time employee who replaces on the shifts freed up**

An employee holding a part-time position who replaces on the shifts freed up by the full-time employee continues to have the status of part-time employee unless the local parties agree otherwise.

#### **F. Termination of the implementation of work-time arrangements**

If the day or days freed up by the employee benefiting from work-time arrangements are no longer worked by someone else for a period of at least fifteen (15) days, the employer may terminate work-time arrangements after giving the employee in question fifteen (15) days' notice.

## LETTER OF AGREEMENT NO. 37

### REGARDING EMPLOYEES WORKING FOR AN INSTITUTION IN THE FAR NORTH

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#### ARTICLE 1 INTERIM ANNUAL ALLOWANCE

**1.01** From April 1, 2015 to March 30, 2020, an employee holding a job title in any of the following classes of personnel:

- administrative technicians and professionals in the office personnel and administrative technicians and professionals class of personnel
- social services technicians and professionals in the health and social services technicians and professionals class of personnel

working in an institution concerned in the Far North receives an interim annual recruitment and continued employment allowance (interim allowance). The amount of this interim allowance is set on the basis of the sector where the employee works and their years of continuous service in an institution in the Far North.

The annual amount of the interim allowance is established as follows:

	<b>Less than two (2) years of continuous service in an institution in the Far North</b>	<b>Between two (2) and three (3) years of continuous service in an institution in the Far North</b>	<b>Three (3) or more years of continuous service in an institution in the Far North</b>
<b>Sector III</b> The communities covered are Mistissini, Ouje-Bougoumou, Chisasibi, Waswanipi.	\$5,000	\$7,000	\$9,750
<b>Sector IV</b> The communities covered are Wemindji, Eastmain, Waskaganish, Nemaska (Nemiscau), Inukjuak, Puvimituq, Umiujaq, Kuujjuaq, Kuujjuarapik, Whapmagoostui.	\$6,000	\$8,000	\$10,750
<b>Sector V</b> The communities covered are Tasiujaq, Ivujivik, Kangiqsualujjuaq, Aupaluk, Quaqtaq, Akulivik, Kangiqsujuaq, Kangirsuk, Salluit.	\$7,000	\$9,000	\$11,750

**1.02** For the first (1<sup>st</sup>) period of application, the interim allowance is prorated to the length of time between the date the collective agreement comes into force and the end of the current financial year compared to the total length of this financial year.

## **ARTICLE 2 TERMS AND CONDITIONS OF APPLICATION**

**2.01** Years of continuous service accumulated at an institution in the Far North by an employee already employed by the institution on the date the collective agreement comes into force are recognized. Subsequently, one year of additional continuous service for the purpose of determining the amount of the employee's interim allowance is recognized on July 10 of each year.

**2.02** If an employee is hired between the date the collective agreement comes into force and March 30, 2020, the number of years of continuous service is calculated from the employee's date of hiring by the institution in the Far North. Subsequently, one year of additional continuous service for the purposes of determining the amount of the employee's interim allowance is recognized on the anniversary of their hiring date.

**2.03** The interim allowance is divided and paid each pay period.

**2.04** A part-time employee receives the amount of the interim allowance prorated to hours remunerated.

**2.05** The amount of the interim allowance is prorated to the length of the employee's assignment if the assignment is for less than one year.

**2.06** The employer ceases to pay the interim allowance if the employee intentionally leaves the territory during remunerated leave or absence of more than thirty (30) days. The allowance is, however, maintained as if the employee were at work during absences for annual vacation leave, statutory holidays, sick leave, maternity leave, paternity leave, adoption leave, protective leave or an industrial accident or occupational disease.

**2.07** An employee on unpaid leave is not entitled to the interim allowance.

**2.08** An employee who uses the provisions of Article 34 of the collective agreement (Leave with deferred pay plan) or Letter of Agreement no. 39 (Plan for leave for family-work-studies with averaging of pay) cannot ask for a postponement of the interim allowance.

**2.09** The amount of the interim allowance is non-contributory for pension plan purposes.

## **LETTER OF AGREEMENT NO. 38**

### **REGARDING THE CREATION OF A NATIONAL INTER-UNION COMMITTEE ON PREVENTION WORK IN HEALTH AND SAFETY**

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Within one hundred and twenty (120) days of the date on which the collective agreement comes into force, the parties set up a national inter-union committee on prevention work in health and safety.

#### **COMMITTEE'S MANDATES**

The committee is mandated to:

- analyse situations that may adversely affect the health, safety or physical or psychological integrity of employees in the workplace;
- analyse the available data;
- catalogue and circulate best practices in prevention work;
- make recommendations to the negotiating parties and suggest an action plan during the life of the agreement, if need be;
- produce a final report to the negotiating parties no later than March 30, 2020 on follow-up on the implementation of the letter of agreement.

#### **COMMITTEE'S COMPOSITION**

The committee is composed of twelve (12) members designated as follows:

- three (3) representatives of the employer party;
- nine (9) representatives of the union party (one representative each of the FSSS-CSN, FP-CSN, APTS, CUPE-FTQ, SQEES-298-FTQ, FSQ-CSQ, F4S-CSQ, FIQ and CSD).

## **LETTER OF AGREEMENT NO. 39**

### **REGARDING THE PLAN FOR LEAVE FOR FAMILY-WORK-STUDIES BALANCE WITH PAY AVERAGING**

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#### **ARTICLE 1 DEFINITION**

The plan for leave for family-work-studies balance with pay averaging is aimed at allowing an employee to average their pay over a defined period of time so as to take the leave for family-work-studies balance provided for in Article 4.

The purpose of the plan for leave for family-work-studies balance with pay averaging is not to provide benefits in retirement, nor to defer income tax. This plan is not a prescribed plan under tax regulations.

This plan includes a period of contributions by the employee, on the one hand, and a period of leave on the other.

#### **ARTICLE 2 LENGTH OF THE PLAN**

The length of a plan for leave for family-work-studies balance with pay averaging is six (6) or twelve (12) months unless it is extended following the application of paragraph g) of Article 7. The plan's length includes the period of leave.

#### **ARTICLE 3 LENGTH OF THE LEAVE**

The length of the leave is from one (1) to eight (8) consecutive weeks, which cannot be split.

#### **ARTICLE 4 REASONS FOR USING THE PLAN FOR LEAVE FOR FAMILY-WORK-STUDIES BALANCE WITH PAY AVERAGING**

a) Family reasons

An employee may apply for a plan for leave for family-work-studies balance with pay averaging when they are required to be present with their child, spouse, spouse's child, father or mother, father's or mother's spouse, brother, sister or grandparent because of:

- a serious accident or illness;
- end-of-life care;
- death abroad;
- a severe handicap;
- another family situation on which the parties agree in local arrangements.

b) Study reasons

An employee can apply for the plan for leave for family-work-studies balance with pay averaging to do a practical training placement in an institution in the health and social services system.

Leave for studies must be taken during the final weeks of the plan.

To apply for the plan, the employee must meet the eligibility conditions set out in Article 5.

## **ARTICLE 5 ELIGIBILITY CONDITIONS**

To be eligible for the plan for leave for family-work-studies balance with pay averaging, an employee must meet the following conditions:

- a) hold a position;
- b) have completed one year of service;
- c) apply in writing, specifying:
  - the length of participation in the plan;
  - the length of the leave;
  - when the leave will be taken;
  - the reason for family-work-studies balance as set out in Article 4.

These terms and conditions must be agreed upon with the employer and recorded in the form of a written contract that also includes the provisions of this plan.

- d) provide a relevant supporting document for the application, corresponding to one of the reasons set out in Article 4;
- e) not be on disability leave, leave related to parental rights, leave without pay, leave with deferred pay, work-time arrangements or a four (4)-day work schedule when the contract becomes effective.

## **ARTICLE 6 RETURN FROM LEAVE**

At the end of the leave, an employee may return to their position or to the assignment that they had when they went on leave if the assignment continues at the time of the return to work.

An employee cannot decide to end their leave unilaterally with a view to resuming their position or assignment. The parties may, however, agree in local arrangements on conditions for an early return to work by the employee, in which case the provisions of paragraph l) in Article 7 apply.

In all cases, if the position that the employee held when they went on leave is no longer available, the employee must use the provisions on the bumping and/or layoff procedure set out in Article 14 of the collective agreement.

## **ARTICLE 7 TERMS AND CONDITIONS OF IMPLEMENTATION**

### **a) Pay**

For the duration of the plan, the employee receives a percentage of the pay on the applicable pay scale that they would receive if they were not participating in the plan, including, if applicable, responsibility premiums, supplements and additional remuneration provided for in Article 4 of Appendix B, Article 5 of Appendix D or Article 2 of Appendix O. The applicable percentage is determined in accordance with the following chart:

LENGTH OF THE LEAVE	LENGTH OF THE PLAN FOR LEAVE FOR FAMILY-WORK-STUDIES BALANCE WITH PAY AVERAGING	
	Six (6) months	Twelve (12) months
One (1) week	96.2%	98.1%
Two (2) weeks	92.3%	96.2%
Three (3) weeks	88.5%	94.2%
Four (4) weeks	84.7%	92.3%
Five (5) weeks	80.8%	90.4%
Six (6) weeks	77.0%	88.5%
Seven (7) weeks	73.2%	86.6%
Eight (8) weeks	69.3%	84.7%

Other premiums are paid to the employee in accordance with the provisions of the collective agreement providing they are normally entitled to them, just as if they were not participating in the plan. During the period of leave, however, the employee is not entitled to these premiums.

During the leave, the employee cannot receive any other remuneration from the employer

**b) Pension plan**

During leave of no more than thirty (30) days, the employee continues to participate in the pension plan.

In the case of leave for more than thirty (30) days, the employee may continue to participate in their pension plan if they pay all the required contributions.

For the duration of the plan, the employee's contributions to the pension plan are calculated on the basis of the pay that they would receive if not participating in the plan, and the employee's service and eligible earnings are therefore recognized for the period during which they participate in the pension plan.

**c) Seniority**

During the period of leave, an employee retains and accumulates seniority.

**d) Annual vacation leave**

During the period of leave, an employee is deemed to accumulate service for annual vacation leave purposes.

For the duration of the plan for leave for family-work-studies balance with pay averaging, annual vacation leave is remunerated at the percentage of pay set out in paragraph a) of Article 7.

The employee is deemed to have taken the annual quantum of paid vacation leave to which they are entitled, prorated to the length of the leave.

### **e) Sick leave**

During the period of leave, an employee is deemed to accumulate days of sick leave.

For the duration of the plan, days of used or unused sick leave are remunerated in accordance with the percentage set out in paragraph a) of Article 7.

### **f) Disability insurance**

If a disability occurs during the plan for leave for family-work-studies balance with pay averaging, the following provisions apply:

- 1- If the disability occurs during the leave, it is deemed not to have occurred. If the employee is still disabled at the end of the leave, after exhausting the waiting period they receive disability insurance benefits equal to 80% of the percentage of pay set out in paragraph a) of Article 7, in accordance with the provisions of clause 23.17 of the collective agreement. If the contract ends while the employee is still disabled, full disability insurance benefits apply.
- 2- If the disability occurs before the leave is taken, after exhausting the waiting period the employee receives disability insurance benefits equal to 80% of the percentage of pay set out in paragraph a) of Article 7, in accordance with the provisions of clause 23.17 of the collective agreement. If the employee is still disabled on the date the leave is scheduled to begin, this amounts to an abandonment of the plan, and the provisions of paragraph l) of Article 7 apply.
- 3- If the disability occurs after the leave, after exhausting the waiting period the employee receives disability insurance benefits equal to 80% of the percentage of pay set out in paragraph a) of Article 7, in accordance with the provisions of clause 23.17 of the collective agreement. If the employee is still disabled at the end of the plan, they then receive full disability insurance benefits.

### **g) Leave without pay or absence without pay**

If the total number of days of leave without pay or absence without pay is five (5) days or less during the plan for leave for family-work-studies balance with pay averaging, the employee's participation in the plan is extended by as many days as there are days of leave without pay or absence without pay during this period.

If the total number of days of leave without pay or absence without pay is more than five (5) days during the plan, this situation results in the abandonment of the plan, and the provisions of paragraph l) of Article 7 apply.

### **h) Leave with pay**

For the duration of the plan for leave for family-work-studies balance with pay averaging, leave with pay not provided for in the letter of agreement is paid in accordance with the percentage of pay set out in paragraph a) of Article 7.

Leave with pay that occurs during the leave portion is deemed to have been taken.



**i) Floating days off**

During the leave, an employee is deemed to accumulate service for the purpose of floating days off.

For the duration of the plan, floating days off are remunerated at the percentage of pay set out in paragraph a) of Article 7.

**j) Maternity, paternity or adoption leave or protective leave or reassignment**

If an employee takes maternity, paternity or adoption leave or protective leave or reassignment during the plan for leave for family-work-studies balance with pay averaging, such leave results in the abandonment of the plan for leave for family-work-studies balance with pay averaging, and the provisions of paragraph l) of Article 7 apply.

**k) Layoff**

If the employee is laid off, the contract is terminated on the date of the layoff, and the provisions of paragraph l) of Article 7 apply.

If, however, the employee has job security under clause 15.03, they continue to participate in the plan as long as they remain employed. If this is not the case, the contract is terminated on the date on which employment ends, and the provisions of paragraph l) of Article 7 apply.

**l) Breach of contract due to termination of employment, retirement, abandonment or death**

- 1- If the leave has been taken, the employee must reimburse, without interest, the pay received during the leave, prorated to the time left in the plan in relation to the period of contributions.
- 2- If the leave has not been taken, the employee is reimbursed, without interest, an amount equal to the contributions retained on their pay up until the time of the breach of contract.
- 3- If the leave is in progress, the amount owed by either party is calculated as follows: the amount received by the employee during the leave minus the amounts already deducted from the employee's earnings in fulfilment of the contract. If the balance is negative, the employer reimburses it to the employee (without interest); if the balance is positive, the employee reimburses it to the employer (without interest).

**m) Dismissal**

If the employee is dismissed during the plan, the contract ends on the effective date of the dismissal. The conditions set out in paragraph l) of Article 7 apply.

**n) Recovery of amounts owed**

In the event of a breach of contract, the amounts owed are payable within ten (10) days of being claimed. Furthermore, if the employee owes amounts to the employer, the latter may recover the amounts owed to it from the employee's final pay. If this amount is insufficient, the balance becomes a debt payable in full by the employee or their heirs within ten (10) days of notification of the employer's claim being sent to the employee's last known address. Failing payment, interest at the legal rate is then due.

The parties may modify the conditions for recovery in this paragraph through local arrangements.

**o) Part-time employee**

An employee holding a part-time position may apply for the plan for leave for family-work-studies balance with pay averaging for family or study reasons as defined in Article 4. The leave must, however, be taken during the final weeks of the plan.

The pay that a part-time employee receives during the leave is established on the basis of the average number of hours worked, excluding overtime, during their contributions period as set out in the plan.

The remuneration set out in clauses 8.15 and 23.32 of the collective agreement and clause 4.03 of Appendix A are calculated and paid on the basis of the percentage of pay set out in paragraph a) of Article 7 here.

**p) Change of status**

An employee whose status changes during a plan for leave for family-work-studies balance with pay averaging may choose one of the following two (2) options:

- 1- They may terminate the contract, on the conditions set out in paragraph l) of Article 7.
- 2- They may continue the plan, and are then treated as a part-time employee.

However, a full-time employee who becomes a part-time employee after taking the leave is deemed to remain full-time for the purpose of determining contributions to the plan.

**q) Group insurance plans**

During leave of no more than thirty (30) days, subject to the provisions of clause 23.14 of the collective agreement, an employee continues to benefit from the basic life insurance plan and continues to participate in the insurance plans by paying the contributions and premiums required for this as if they were not participating in the plan for leave for family-work-studies balance with pay averaging, all subject to the clauses and stipulations of the insurance contract in force.

During leave of more than thirty (30) days, an employee continues to benefit from the basic life insurance plan and may continue to participate in the insurance plans by paying all the contributions and premiums required themselves, all subject to the clauses and stipulations of the insurance contract in force. However, and subject to the provisions of clause 23.14 of the collective agreement, their participation in the basic health insurance plan is mandatory and the employee must pay the total contributions and premiums required for this.

Regardless of the length of leave, during the plan the insurable pay is that set out in paragraph a) of Article 7. The employee may, however, maintain the insurable pay on the basis of the pay they would receive if they were not participating in the plan by paying the additional applicable premiums.

**r) Voluntary transfers**

The employee may apply for and obtain a position in accordance with the provisions of the collective agreement, providing that the time left in their leave is such that they can begin work within thirty (30) days of being appointed to the position.

**ARTICLE 8 RENEWED ELIGIBILITY FOR A PLAN FOR LEAVE FOR FAMILY-WORK-STUDIES BALANCE WITH PAY AVERAGING**

To apply again for a plan for leave for family-work-studies balance with pay averaging, an employee must, in addition to the provisions in Articles 4 and 5, meet the following two (2) conditions:

- 1- not have taken more than thirty (30) days of leave without pay within the meaning of clause 18.02 of the collective agreement in the twelve (12) months preceding the new application;
- 2- have let a period of twelve (12) months pass since the end of the last leave for family-work-studies balance with pay averaging.

The parties may, by local arrangements, modify paragraphs 1 or 2 of this article.

## **LETTER OF AGREEMENT NO. 40**

### **REGARDING EMPLOYEES WORKING WITH CLIENTS IN RESIDENTIAL AND LONG-TERM CARE CENTRES**

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From April 1, 2015 to March 30, 2020, an employee holding one or more job titles in the groups of job titles listed in Article 2 and working in one or more activity centres or sub-centres listed in Article 3 is entitled to payment of a lump sum for each seven hundred and fifty (750) hours actually worked with clients in residential and long-term care centres.

Hours actually worked include overtime and exclude annual vacation leave, sick leave and other remunerated absences.

The hours worked entitling an employee to a floating day off or monetary compensation in lieu of the time off under Appendices A, R or T of the collective agreement are excluded from the accumulation of hours for the purpose of obtaining this lump-sum payment.

For each seven hundred and fifty (750) hours actually worked, an employee concerned receives a lump sum of one hundred and eighty dollars (\$180).

The lump sum is paid when the stipulated number of hours is worked, and there is no prorated payment of this lump sum.

The lump sum is not contributory for pension plan purposes.

#### **ARTICLE 2 GROUPS OF JOB TITLES**

The employee must hold one or more job titles in one of the following groups of job titles:

- nurse clinician or nurse practitioner;
- nurse;
- nursing assistant;
- respiratory therapist;
- beneficiary attendant;
- health and social services technician.

#### **ARTICLE 3 ACTIVITY CENTRES OR SUB-CENTRES**

**3.01** The activity centres or sub-centres covered are the following:

- 6060 Nursing care for persons with reduced independence;
- 6160 Assistance care for persons with reduced independence;
- 6270 Residential and long-term care unit for adults with a psychiatric diagnosis;
- 6271 Long-term nursing care –clients formerly in psychiatric institutions;
- 6272 Long-term assistance care –clients formerly in psychiatric institutions;
- 6273 Long-term nursing care – other clients with a psychiatric diagnosis;
- 6274 Long-term assistance care – other clients with a psychiatric diagnosis.

**3.02** If the number of an activity centre or sub-centre is modified during the life of the collective agreement, the CPNSSS notifies the union and the list is updated.

## **LETTER OF AGREEMENT NO. 41**

### **REGARDING THE APPLICATION OF THE SHIFT ROTATION PREMIUM**

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The parties agree to give the national permanent negotiating committee provided for in Article 33 of the collective agreement the mandate to discuss the application of the shift rotation premium.

## **LETTER OF AGREEMENT NO. 42**

### **REGARDING CERTAIN EMPLOYEES WHO WERE ENTITLED TO THE INTENSIVE CARE PREMIUM**

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An employee who is not eligible for the critical care or enhanced critical care premiums or the specific critical care or enhanced critical care premiums and who on the date this collective agreement comes into force was entitled to the daily intensive care premium under Article 3 of Appendix B, Article 9 of Appendices C or D or Article 1 of Appendix N of the FSSS-CSN 2006-2010 collective agreement continues to receive the premium as long as they stay in their position.

The rate of the daily intensive care premium applicable under this letter of agreement is \$3.51 for the life of the collective agreement.

An employee who was entitled to the intensive care premium under this letter of agreement in the services cited in clause 9.15 ceases to receive it as of July 10, 2016.

## LETTER OF AGREEMENT NO. 43

### REGARDING OVERLAPPING PERIODS BETWEEN SHIFTS OF WORK FOR CERTAIN EMPLOYEES

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#### ARTICLE 1

The number of hours in the regular work week in a service or department where care is provided twenty-four (24) hours a day, seven (7) days a week, or on two (2) different continuous shifts is:

- 1- 37.50 hours for an employee covered by the group of nursing job titles, except for the one covered by sub-clause 2;
- 2- 36.25 hours for an employee covered by the group of nursing job titles working in a CLSC mission;
- 3- 36.25 hours for an employee covered by the group of respiratory therapist job titles;
- 4- 37.50 hours for an employee covered by the group of nursing assistant job titles working in a residential and long-term care centre (CHSLD).

These numbers of hours in a regular work week are applied because of the responsibility for ensuring that clinical information is passed on to employees on another shift of work.

A shift of work that is composed solely of employees on stand-by duty is not taken into account for the purposes of applying this letter of agreement.

#### ARTICLE 2

The groups of job titles to which Article 1 refers are:

Group of nursing job titles:

- nurse (2471);
- nurse team leader (2459);
- assistant head nurse or assistant to the immediate superior (2489);
- nurse clinician (1911);
- nurse clinician assistant head nurse or nurse clinician assistant to the immediate superior (1912);
- nurse instructor (2462);
- candidate for admission to the practice of the nursing profession (2490);
- nurse on a refresher period (2485);
- nursing care extern (4001).

Group of respiratory therapist job titles:

- respiratory therapist (2244);
- assistant head respiratory therapist (2248);
- technical co-ordinator (respiratory therapy) (2246);
- respiratory therapy extern (4002).

Group of nursing assistant job titles

- nursing assistant (3455);
- nursing assistant team leader (3445);
- nursing assistant - assistant team leader (3446);
- nurse on a refresher period (3529);
- candidate for admission to the practice of the nursing assistant profession (3456).

**ARTICLE 3**

The number of hours in the regular work week is increased on July 10, 2016 for an employee who holds a position covered by sub-clause 4 of Article 1 on that date as well as for an employee assigned to such a position.

**ARTICLE 4**

The premium stipulated in paragraph 1 of clause 9.05 of the collective agreement applies to an employee covered by the provisions of Article 1 of this letter of agreement who works their entire shift between 2:00 p.m. and 8:15 a.m.

**ARTICLE 5**

Employees in the nursing, respiratory therapist or nursing assistant groups of job titles who are not covered by the provisions of Article 1 of this letter of agreement, as well as employees holding the job title of beneficiary attendant or beneficiary attendant ("A" certification) receive a premium of 2%.

The premium applies to the hourly rate of pay, increased by the supplement and additional remuneration under Article 4 of Appendix B, Article 5 of Appendix D or Article 2 of Appendix O, if applicable.

**ARTICLE 6**

Employees on the recall list are also entitled to the provisions of Article 1 or 5, as the case may be, of this letter of agreement.



## LETTER OF AGREEMENT NO. 44

### REGARDING LAWYERS IN THE HEALTH AND SOCIAL SERVICES SECTOR (3-1114)

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Thirty months before the collective agreement expires, the parties set up a working committee under the auspices of the Secretariat of the Conseil du trésor, mandated to:

1. document:
  - staffing trends (full-time individuals, part-time individuals and full-time equivalents);
  - trends in total number of hours worked;
  - the staffing rate (percentage of positions filled);
  - the retention rate;
  - the precarious job status rate;
2. assess the relevance of maintaining, abolishing or modifying the increased pay as well as the retention premium for employees;
3. produce a joint or separate reports on the work, to be presented to the negotiating parties no later than six months before the collective agreement expires.

The committee is composed of three representatives of the employer party and one representative each of the following union organizations: the Confédération des syndicats nationaux (CSN), the Fédération des travailleurs et travailleuses du Québec (FTQ) and the Secrétariat intersyndical des services publics (SISP).<sup>1</sup>

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<sup>1</sup> The SISP being the bargaining agent for the CSQ, APTS and SFPQ.

## LETTER OF AGREEMENT NO. 45

### REGARDING THE CREATION OF A WORKING COMMITTEE ON THE ADJUSTMENT OF THE SUPPLEMENTARY ALLOWANCE PAID DURING MATERNITY LEAVE

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Twelve months before the collective agreement expires, the parties set up a working committee under the auspices of the Secretariat of the Conseil du trésor on the adjustment of the supplementary allowance paid during maternity leave.

The committee is mandated to:

1. gather the relevant data, notably on contributions to various plans for which the person receiving the supplementary allowance from the employer for maternity leave is exempted;
2. observe whether or not the value of the exemptions varies;
3. if appropriate, identify terms and conditions to be considered in assessing the value of the exemptions;
4. produce a joint or separate reports to be presented to the negotiating parties no later than three months before the collective agreement expires.

The working committee is composed of three representatives of the employer party and one representative each of the following union organizations: the Confédération des syndicats nationaux (CSN), the Fédération des travailleurs et travailleuses du Québec (FTQ) and the Secrétariat intersyndical des services publics (SISP).<sup>1</sup>

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<sup>1</sup> The SISP being the bargaining agent for the CSQ, APTS and SFPQ.

## LETTER OF AGREEMENT NO. 46

### REGARDING THE PREMIUM PAID TO CERTAIN SKILLED WORKER JOB TITLES AS WELL AS THE ATTRACTION AND RETENTION PREMIUM FOR SKILLED WORKER JOB TITLES IDENTIFIED IN THE 2010 LETTER OF AGREEMENT OR THE 2010 LETTER OF INTENT

#### 1. PREMIUM PAID TO CERTAIN SKILLED WORKER JOB TITLES

1.1. Considering the problems observed in the attraction and retention of certain skilled worker job titles, an attraction and retention premium of 10% is paid to employees in the following skilled worker job titles until the eve of the date on which the collective agreement expires.

#### JOB TITLES COVERED BY THE PREMIUM

Job titles	Public service *	Health and social services	School boards	Colleges
Electrician	1-421-10	3-6354	2-5104	4-C702
Machinist, Millwright / Millwright specialist/Machinist	1-434-20	3-6353	2-5125	
Master electrician / Electrician, main class / Head electrician	1-421-05	3-6356	2-5103	4-C704
Stationary engineer	1-417-05 to 1-417-95	3-6383	2-5107 to 2-5110	4-C726 to 4-C744
Carpenter / Shop carpenter / Carpenter-joiner	1-410-10 1-410-15	3-6364	2-5116	4-C707
Painter	1-413-10	3-6362	2-5118	4-C709
Plumber / Pipefitter / Pipefitter/ Plumbing mechanic – heating	1-420-05	3-6359	2-5115	4-C706

\* For the public service, the reference is to the category and class of jobs.

1.2. This premium is also paid to employees holding the job title of general handyman (3-6388) or certified general handyman (1-416-05/2-5117/4-C708), subject to the following conditions:

- i. The employee must have a qualification certificate or the qualifications required to perform the duties of one of the job titles mentioned in clause 1.1;
- ii. The employer must attest that the duties performed require the qualification certificate or the qualifications required under sub-clause i.

1.3. The premium applies to the hourly rate of pay, as well as the provisions of the collective agreement that stipulate the maintenance of pay during certain absences.

## 1.4. Transitional clause

For an employee covered by clause 1.2 employed on the date the collective agreement is signed, the employer has 120 days from that date to provide the attestation required in sub-clause 1.2 ii.

1.5. The provisions of clauses 1.1 to 1.4 come into force on the date the collective agreement is signed.

## 2. CREATION OF A WORKING COMMITTEE

2.1. Eighteen months before the collective agreement expires, the parties set up a working committee under the auspices of the Secretariat of the Conseil du trésor to assess the premium paid to the job titles mentioned in clause 1.1 as well as the attraction and retention of employees in all the skilled worker job titles identified in the July 9, 2010 letter of agreement reached between the Government of Québec, the Confédération des syndicats nationaux (CSN), the Fédération des travailleurs et des travailleuses du Québec (FTQ) and the Secrétariat intersyndical des services publics (SISP). Here is the list of those job titles:

### SKILLED WORKER JOB TITLES IDENTIFIED IN THE JULY 9, 2010 LETTER OF AGREEMENT

#	Job title	Public service *	Health and social services	School boards	Colleges
1	Pipe and boiler insulator		3-6395		
2	Heavy vehicle driver / Vehicle and mobile equipment driver, Cl. II	1-459-20	3-6355	2-5308	4-C926
3	Vehicle and mobile equipment driver, Cl. I	1-459-15			
4	Body worker – painter	1-436-10			
5	Cabinetmaker / Carpenter-cabinetmaker	1-410-05	3-6365	2-5102	4-C716
6	Electrician	1-421-10	3-6354	2-5104	4-C702
7	Tinsmith		3-6369		
8	Bricklayer – mason	1-414-10			
9	Machinist (millwright) / Millwright / Machinist	1-434-20	3-6353	2-5125	
10	Master electrician / Senior electrician / Head electrician	1-421-05	3-6356	2-5103	4-C704
11	Refrigeration machinery master mechanic		3-6366		
12	Master plumber / Master pipefitter		3-6357	2-5114	
13	Class I mechanic	1-434-05		2-5106	
14	Garage mechanic / Class II mechanic	1-434-10	3-6380	2-5137	

#	Job title	Public service *	Health and social services	School boards	Colleges
15	Stationary engineer	1-417-05 to 1-417-95	3-6383	2-5107 to 2-5110	4-C726 to 4-C744
16	Refrigeration machinery mechanic / Refrigeration engineer / Refrigeration mechanic	1-418-10	3-6352		
17	Millwright (Maintenance mechanic)		3-6360		4-C719
18	Carpenter / Shop carpenter / Framing carpenter	1-410-10 1-410-15	3-6364	2-5116	4-C707
19	General handyman / Certified general handyman	1-416-05	3-6388	2-5117	4-C708
20	Painter	1-413-10	3-6362	2-5118	4-C709
21	Plasterer		3-6368		
22	Plumber / Pipefitter / Pipefitter – heating	1-420-05	3-6359	2-5115	4-C706
23	Airport attendant	1-462-10			
24	Locksmith		3-6367	2-5120	
25	Welder / Blacksmith-welder	1-435-10 1-435-05	3-6361	2-5121	
26	Glazier-installer-mechanic			2-5126	

\* For the public service, the reference is to the job category and class.

## 2.2. The committee is mandated to:

- i. analyse the effects of the premium on the attraction and retention of the job titles concerned on the basis of quantitative and qualitative analyses, in particular consultations conducted with unions and managers in institutions as well as on the basis of an analysis of the following indicators:
  - changes in the number of individuals;
  - the retention rate;
  - the precarious job status rate;
  - overtime hours;
- ii. assess the pertinence of maintaining, abolishing or modifying the 10% premium after the expiry date or broadening it to job titles listed in clause 2.1, as the case may be;
- iii. produce a joint or separate reports to be presented to the negotiating parties no later than six months before the collective agreement expires.

**2.3.** The working committee is composed of three representatives of the employer party and one representative each of the following union organizations: the Confédération des syndicats nationaux (CSN), the Fédération des travailleurs et travailleuses du Québec (FTQ) and the Secrétariat intersyndical des services publics (SISP).<sup>1</sup>

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<sup>1</sup> The SISP being the bargaining agent for the CSQ, APTS and SFPQ.

## LETTER OF AGREEMENT NO. 47

### REGARDING THE SETTLEMENT OF DISPUTES RELATED TO ANY PROVISION ALLOWING FOR AN ENHANCEMENT OF THE GENERAL PARAMETER FOR 2013 CALCULATED ON THE BASIS OF GROWTH IN THE NOMINAL GDP FOR 2010, 2011 AND 2012

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- Considering the agreement on parameters for pay reached on July 9, 2010 between the Government and the union Common Front;
- And considering the existence of disputes related to provisions allowing for an additional percentage increase in pay for 2013 calculated on the basis of the growth in the nominal GDP for 2010, 2011 and 2012;
- The Confédération des syndicats nationaux (CSN), the Fédération des travailleurs et travailleuses du Québec (FTQ) and the Secrétariat intersyndical des services publics (SISP)<sup>1</sup> undertake on behalf of all their affiliated unions concerned to withdraw on their behalf any grievance, notice of disagreement or other recourse that they have submitted contesting the employer's decision not to increase pay rates and scale for 2013 by an additional percentage due to the application of the provision related to the growth in the nominal GDP for 2010, 2011 and 2012.

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<sup>1</sup> The SISP being the bargaining agent for the CSQ, APTS and SFPQ.

## **LETTER OF AGREEMENT NO. 48**

### **REGARDING THE CREATION OF A WORKING COMMITTEE ON THE GOVERNMENT AND PUBLIC EMPLOYEES RETIREMENT PLAN (RREGOP)**

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The parties agree to set up a working committee mandated to examine the provisions and funding of the RREGOP, taking certain issues into account and in particular:

- its increasing maturity;
- rising life expectancy;
- financial market trends.

This committee is composed of three representatives of the employer party and one representative each of the following union organizations: the Confédération des syndicats nationaux (CSN), the Fédération des travailleurs et travailleuses du Québec (FTQ) and the Secrétariat intersyndical des services publics (SISP).<sup>1</sup>

The committee will begin its work 18 months before the collective agreement expires. The committee must produce a joint or separate reports on the work to present to the negotiating parties no later than six months before the collective agreement expires.

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<sup>1</sup> The SISP being the bargaining agent for the CSQ, APTS and SFPQ.



## LETTER OF AGREEMENT NO. 49

### REGARDING LEGAL SECRETARIES IN THE HEALTH AND SOCIAL SERVICES SECTOR (3-5321)

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Employees with the job title of legal secretary are integrated into the pay scale corresponding to the ranking of this job on April 2, 2019 on the basis of the echelon that they hold on the eve of that date. Employees in echelons 7 to 10 are entitled to a pay raise of 3.66%, 6.72%, 9.95% or 13.57% over the rate of pay for echelon 6 on the scale applicable on April 2, 2019.

Subsequently, for employees at echelons 6 to 9 at the time of the April 2, 2019 integration, the increase in pay is modified on the next date of advancement stipulated in the collective agreement in order to give them access to the next level of increase in pay, until they reach the maximum of 13.57%.

Once an employee integrated at echelons 1 to 5 has spent one year at echelon 6, they are entitled to the increases listed above on the date of advancement stipulated in the collective agreement until they reach the maximum of 13.57%.

#### Legal secretary 3-5321 Hourly rate in dollars

Echelon	Scale on April 1, 2019	Scale on April 2, 2019	Increase in pay
1	20.07	20.76	
2	20.74	21.23	
3	21.35	21.72	
4	22.01	22.20	
5	22.65	22.70	
6	23.34	23.22	
7	24.07		3.66%
8	24.78		6.72%
9	25.53		9.95%
10	26.37		13.57%

Eighteen months before the collective agreement expires, the parties set up a working committee under the auspices of the Secretariat of the Conseil du trésor mandated to:

1. analyse the effects of the premium on the attraction and retention of the job titles concerned on the basis of quantitative and qualitative analyses as well as an analysis of the following indicators:
  - staffing trends (full-time, part-time individuals and full-time equivalents);
  - trends in the total number of hours worked;
  - the retention rate;
  - the rate of precarious job status;

2. compare the overall remuneration of a legal secretary in the health and social services sector with that of legal secretaries working in the public and parapublic sector, taking the characteristics of the job into account;
3. assess the relevance of maintaining, abolishing or modifying the uncapping after echelon 6 of the pay scale for the ranking of this job;
4. produce a joint or separate reports on the work to present to the negotiating parties no more than six months before the collective agreement expires.

The committee is composed of four representatives of the employer party and two representatives of the FSSS-CSN, one representative of the SQEES-FTQ and one representative of CUPE-FTQ.

## LETTER OF AGREEMENT NO. 50

### REGARDING THE CREATION OF A WORKING COMMITTEE TO EXAMINE ISSUES RELATED TO TRIPS OUT

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Eighteen months before the date on which the collective agreement expires, the parties set up a committee under the auspices of the Secretariat of the Conseil du trésor on trips out related to Sectors III, IV or V that may generate a taxable benefit.

The committee is mandated to:

1. document the situation with respect to the taxable nature of the benefit resulting from the payment or reimbursement by the employer of expenses for trips out;
2. gather quantitative and qualitative data for the sectors of health, education and the public service;
3. analyse the data made available;
4. consider potential solutions;
5. produce a joint or separate reports on the work to present to the negotiating parties no later than six months before the collective agreement expires.

The working committee is composed of three representatives of the employer party and one representative of each of the following organizations: the Confédération des syndicats nationaux (CSN), the Fédération des travailleurs et travailleuses du Québec (FTQ) and the Secrétariat intersyndical des services publics (SISP).<sup>1</sup>

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<sup>1</sup> The SISP being the bargaining agent for the CSQ, APTS and SFPQ.

# LETTER OF AGREEMENT NO. 51

## REGARDING PAY RELATIVITY

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### SECTION 1 GENERAL PROVISIONS

#### 1. Implementation date

Unless stipulated otherwise, the provisions of this section come into force on April 2, 2019<sup>1</sup> for all the job titles listed in Schedule 2.

#### 2. Pay rates and scales and rankings

In the framework of pay relativity, a new pay structure composed of pay rates and scales by ranking is introduced. This is presented in Schedule 1 and replaces the reference rates and scales used to determine remuneration on the basis of ranking.

This pay structure replaces the pay rates and scales for job titles set out in collective agreements or the *List of job titles, job descriptions and salary rates and scales in the health and social services network*.<sup>2</sup>

The pay structure presented in Schedule 1 applies to the job titles<sup>3</sup> identified in Schedule 2 on the basis of their ranking, subject to changes agreed upon by the parties, if any, between now and April 2, 2019. It also specifies whether the job title is associated with a pay scale or a flat rate.

As of April 2, 2019, the length of time an employee ranked 19 or higher stays at an echelon is stipulated as follows, regardless of the job class:

- six months of experience recognized in accordance with the provisions of the collective agreement for echelons 1 to 8;
- one year of experience recognized in accordance with the provisions of the collective agreement for echelons 9 to 18.

#### 3. Indexation technique

Pay scale rates are expressed as hourly rates except for those applying to regular teachers and teachers in aeronautics, which are expressed as annual rates.

When the general indexation parameters or other enhancements of pay rates and scales are applied, they apply on the base rate and are rounded off to the nearest cent in the case of an hourly rate, or the nearest dollar in the case of an annual rate.

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<sup>1</sup> For schoolboard teachers, however, they apply as of the 142nd day of the 2018-2019 school year.

<sup>2</sup> For job titles with a flat rate on April 1, 2019, the reference rate is the flat rate corresponding to the ranking presented in Schedule 1.

<sup>3</sup> For the purpose of interpreting and applying this Letter of Agreement, the job title number takes precedence if there are differences in the wording of a job title.

For the purpose of publishing collective agreements, the weekly rates are rounded off to the nearest cent and annual rates to the dollar. The number of weeks to be used for calculating the annual rate is 52.18.

Despite the two preceding paragraphs, job titles under clauses 5.1 to 5.4 of this section are increased as described below.

When an amount is rounded off to the nearest cent, it must be done as follows:

- When the decimal point is followed by three digits or more, the third and following digits are dropped if the third digit is less than 5. If the third digit is equal to or greater than 5, the second is increased by one unit and the third and following decimal places are dropped.

When an amount is rounded off to the nearest dollar, it must be done as follows:

- When the decimal point is followed by one or more digits, the first and following digits are dropped if the first digit is less than 5. If the first digit is equal to or greater than 5, the dollar amount is increased by one and the first and following decimal places are dropped.

#### **4. Exceptions**

The provisions in the third and fourth paragraphs of Article 2 of Section 1 and Article 3 of Section 2 do not apply to the following job titles:<sup>1</sup>

3-2244	Respiratory therapist
3-2247	Clinical instructor (respiratory therapy)
3-2246	Technical co-ordinator (respiratory therapy)
3-2248	Assistant head respiratory therapist
3-3445	Nursing assistant team leader
3-3455	Nursing assistant
3-2473	Nurse (Institut Pinel)
3-2459	Nurse team leader
3-2471	Nurse

#### **5. Determination of pay rates and scales applicable to special cases**

##### **5.1 Regular schoolboard or college teachers**

For each renewal of collective agreements, the method set out below is used for the first period in which an indexation parameter is applied so as to preserve the link with the structure of remuneration for all employees in the health and social services system, school boards and colleges.

For the other periods of a collective agreement in which an indexation parameter or other form of enhancement of the pay scale is applicable, the technique for rounding off the annual rate is set out in the last paragraph of Article 3 of this section.

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<sup>1</sup> Provisions covering these job titles are set out in the agreements accepted by the sectoral union parties that stipulate other terms and conditions for the dates of application and integration.

## School boards

- The pay scale applicable for regular schoolboard teachers is determined using the following methodology:
  - o The annual rate for echelon 17 corresponds to the hourly rate at the top of ranking 22 multiplied by 1,826.3;
  - o Echelons 1 to 16 are calculated as follows:

$$\text{- Annual rate for echelon (n)} = \frac{\text{Annual rate for echelon (n+1)}}{1.0425}$$

where n = the number of the echelon

Subsequently, each annual rate is rounded off to the nearest dollar.

- Despite the fourth paragraph of Article 2 of Section 1, the length of time an employee stays at an echelon is one year of recognized experience in accordance with the provisions of the collective agreement.

## Colleges

- The pay scale applicable for regular college teachers is determined using the following methodology:
  - o The annual rate for echelon 17 corresponds to the annual rate for echelon 1 for regular schoolboard teachers;
  - o The annual rate for echelon 1 corresponds to the annual rate at the top of ranking 23 multiplied by 1,826.3;
  - o The annual rates for echelons 2 to 16 are not covered by a specific methodology and are adjusted in accordance with the general parameters for raises.

Subsequently, each annual rate is rounded off to the nearest dollar.

Colleges – Particularity for teachers holding a master’s degree and those with 19 or more years of education who have a doctoral degree:

- The annual rate for echelon 18 corresponds to the annual rate for echelon 17 multiplied by 1.0163.
- The annual rate for echelon 19 corresponds to the annual rate for echelon 18 multiplied by 1.0163.
- The annual rate for echelon 20 corresponds to the annual rate for echelon 19 multiplied by 1.0163.

Subsequently, each annual rate is rounded off to the nearest dollar.

Echelon 18 is available to teachers holding a master’s degree in the discipline taught or acquired in a related discipline that is useful to teaching the discipline covered by the contract.

Echelons 18, 19 and 20 are available to teachers with 19 or more years of education and a doctoral degree.

Despite the fourth paragraph of Article 2 in Section 1, the length of time an employee stays at an echelon is stipulated as follows:

- six months of experience recognized in accordance with the provisions of the collective agreement for echelons 1 to 4;
- one year of experience recognized in accordance with the provisions of the collective agreement for echelons 5 to 20.

## 5.2 Teachers other than regular schoolboard or college teachers

Pay rates and scales for teachers other than regular schoolboard or college teachers are determined in accordance with the methodology set out in Schedule 3.

## 5.3 Integration officers (3-2688), educators (3-2691) and living and/or rehabilitation unit supervisors (3-2694)

The Class 3 classification of job titles 3-2688 et 3-2691, the Class 2 pay scale for job title 3-2694 and the Class 3 pay scales for job titles 3-2688, 3-2691 and 3-2694 are abolished as presented in Schedule 4, Section A.

### a) Class 1

The pay scale for Class 1 of job titles 3-2688 and 3-2691 is that provided in accordance with their respective ranking in Schedule 2.

### b) Class 2

#### *Integration officers (3-2688) and Educators (3-2691)*

Echelons 2 to 13 for Class 2 of job titles 3-2688 and 3-2691 are respectively echelons 1 to 12 of the pay scale for Class 1 of the same job title.

Echelon 1 applicable to Class 2 is determined as follows:

$$\text{Echelon 1, Class 2} = \text{Echelon 1, Class 1} / (\text{Average inter-echelon, Class 1})$$

All rounded off to the nearest cent.

The average inter-echelon is determined as follows:

$$\text{Average inter-echelon, Class 1} = \left( \frac{\text{Maximum echelon, Class 1}}{\text{Minimum echelon, Class 1}} \right)^{\frac{1}{\text{Number of echelons, Class 1}-1}}$$

The length of stay at this echelon is annual.

#### *Living and/or rehabilitation unit supervisors (3-2694)*

An employee paid according to the pay scale for Class 2 is integrated into the pay scale for Class 1 in accordance with the integration procedure set out in Article 3 of Section 2.

c) Class 3

*Integration officers (3-2688) and Educators (3-2691)*

An employee paid as Class 3 is integrated into the pay scale for Class 2 in accordance with the integration procedure set out in Article 3 of Section 2.

*Living and/or rehabilitation unit supervisors (3-2694)*

An employee paid according to the pay scale for Class 3 is integrated into the pay scale for Class 1 in accordance with the integration procedure set out in Article 3 of Section 2.

5.4 “Tied” jobs (Emplois-remorque)

The pay rate or scale for each of the job titles identified in Schedule 5 is modified so as to ensure a differential with each echelon of the reference job title.

The pay rate or scale for the “tied” job is determined as follows:

$$\text{Rate for echelon}_n, \text{ "Tied" job} = \text{Rate for echelon}_n, \text{ Reference job} \times \% \text{ of adjustment}$$

where n = number of the echelon

all rounded off to the nearest cent.

The percentage of adjustment is set out in Schedule 5.

When a “tied” job title has only one echelon, the adjustment is calculated from echelon 1 of the reference job title.

In the case of trades apprentices, the reference job title corresponds to the average of flat rates for the reference job titles.

The provisions of this clause are not intended to modify the number of echelons for the “tied” job.

5.5 Salary rates and scales in special cases

For the health and social services system, the pay scales resulting from clauses 4.3 and 4.4 of Section 1 and those for lawyers in the health and social services system (3-1114) are presented in the *List of job titles, job descriptions and pay rates and scales*.



## **SECTION 2    TRANSITIONAL CLAUSES**

### **1.    Classification maintained**

This letter of agreement is not intended to modify an employee's classification at the time of their integration, except for job titles listed in Section A of Schedule 4. Consequently, grievances cannot be filed in this regard.

### **2.    Interpretation**

All relevant provisions of the collective agreement are adjusted accordingly. This letter of agreement takes precedence over any contrary provision in a collective agreement.

### **3.    Integration rules**

An employee is integrated into the new pay scale for their job title at the echelon with a rate of pay equal to or immediately higher than their rate before integration. There are, however, the following exceptions:

- College and schoolboard teachers and lawyers in the health and social services system (3-1114) are integrated at the echelon they held on the eve of the integration.
- The weekly supplement of \$172 as of March 31, 2015, increased by the applicable parameters for raises, paid to outpost/dispensary nurses (3-2491) is taken into account when an employee in this job title is integrated into ranking 22.
- Pay relativity advances paid as premiums, internal market compensatory premiums or temporary premiums for employees in job titles listed in Schedule 6 are taken into account when employees with these job titles are integrated into the appropriate ranking.

If an employee's pay rate is higher than the maximum or flat pay rate for their ranking, the rules for pay that is off the rate or off the scale set out in the collective agreement apply.

Integrations stemming from these provisions do not have the effect of modifying the length of time an employee stays at an echelon for purposes of advancement in pay scales in collective agreements.

### **4.    Appendices of the collective agreements covering college teachers**

Appendix VI-3 of the collective agreement between the Fédération nationale des enseignantes et enseignants du Québec (FNEEQ-CSN) and the Comité patronal de négociation des collèges (CPNC) and Appendix VI-2 of the collective agreement between the Fédération des enseignantes et enseignants des cégeps (FEC-CSQ) and the CPNC are rescinded.

### **5.    Letter of agreement on pay relativity**

Any letter of agreement in the collective agreement pertaining to pay relativity is rescinded.

## **6. Updating of certain provisions on premiums or pay scales**

### **6.1 Job titles having received advances for pay relativity**

Pay relativity advances paid in the form of premiums, internal market compensator premiums or temporary premiums to employees in job titles listed in Schedule 6 are abolished as of April 2, 2019.

### **6.2 Weekly supplement of \$172 paid to outpost/dispensary nurses**

The weekly supplement of \$172 as of March 31, 2015, increased by the applicable parameters for raises, is no longer paid to outpost/dispensary nurses (3-2491) as of April 2, 2019.

### **6.3 Classification and pay scales without incumbents**

Given the 2014-2015 data indicating that there are no incumbents in the job titles listed in Schedule 4, Section B, the parties recognize that it was impossible to do an evaluation to determine their ranking.

**7.** The classification plans or their equivalent are adjusted to reflect the provisions of this letter of agreement.

**8.** Exceptionally, each premium and each allowance expressed in dollars in force on April 1, 2019 is increased by 2.0%, effective April 2, 2019.<sup>1</sup> This increase does not, however, apply to the following premiums:

- seniority (health and social services);
- caretaker responsible for a school with a steam heating system (English Montreal School Board);
- day caretaker habitually responsible for a second school (English Montreal School Board);
- cleaning boiler pipes (English Montreal School Board).

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<sup>1</sup> For schoolboard teachers, the date of application is the 142<sup>nd</sup> day of work of the 2018-2019 school year. For college teachers, the increase occurs on April 2, 2019.

**SCHEDULE 1  
STRUCTURE RESULTING FROM PAY RELATIVITY  
PAY RATES AND SCALES AS OF APRIL 2, 2019 FOR THE SECTORS OF HEALTH AND  
SOCIAL SERVICES, SCHOOL BOARDS AND COLLEGES**

Rangements																		Echelons																		Rangements	Taux unitaires
1	19,01																	1	19,01																		
2	19,37																	2	19,37																		
3	19,51	19,61	19,70															3	19,69																		
4	19,73	19,91	20,06	20,22														4	20,19																		
5	19,98	20,25	20,55	20,84														5	20,79																		
6	20,20	20,53	20,96	21,21	21,55													6	21,44																		
7	20,55	20,98	21,42	21,67	22,35													7	22,20																		
8	20,76	21,23	21,72	22,20	22,70	23,22												8	23,00																		
9	20,98	21,49	22,01	22,54	23,08	23,65	24,22											9	23,87																		
10	21,28	21,80	22,35	22,91	23,48	24,06	24,65	25,27										10	24,76																		
11	21,62	22,16	22,74	23,31	23,91	24,52	25,14	25,79	26,47									11	25,77																		
12	21,90	22,55	23,22	23,91	24,61	25,36	26,12	26,91	27,70	27,70								12	26,83																		
13	22,23	22,89	23,69	24,27	25,00	25,74	26,52	27,33	28,19	29,09	29,05							13	27,92																		
14	22,59	23,27	23,98	24,68	25,42	26,17	26,96	27,77	28,61	29,09	30,46							14	29,05																		
15	22,74	23,51	24,31	25,12	25,98	26,84	27,77	28,70	29,49	30,30	31,14	31,99						15	30,30																		
16	23,12	23,97	24,88	25,78	26,73	27,73	28,74	29,80	30,72	31,65	32,62	33,61						16																			
17	23,53	24,47	25,44	26,47	27,51	28,62	29,76	30,94	31,98	33,06	34,16	35,32						17																			
18	23,70	24,73	25,82	26,96	28,15	29,38	30,68	32,02	33,23	34,48	35,77	37,13						18																			
19	24,08	24,79	25,95	26,32	27,13	27,94	28,78	29,66	30,55	31,49	32,43	33,42	34,43	35,50	36,18	37,11	38,05	39,00	19																		
20	24,46	25,25	26,07	26,80	27,78	28,67	29,80	30,55	31,54	32,55	33,61	34,69	35,82	36,80	37,80	38,84	39,89	40,98	20																		
21	24,67	25,71	26,80	27,50	28,45	29,42	30,43	31,48	32,55	33,67	34,83	36,02	37,26	38,55	39,48	40,64	41,83	43,06	21																		
22	25,25	26,16	27,12	28,10	29,12	30,19	31,27	32,41	33,59	34,81	36,07	37,40	38,75	39,96	41,22	42,51	43,85	45,22	22																		
23	25,63	26,61	27,62	28,69	29,79	30,93	32,12	33,35	34,63	35,97	37,34	38,79	40,27	41,63	43,02	44,45	45,95	47,48	23																		
24	26,43	27,49	28,57	29,68	30,86	32,07	33,34	34,65	36,02	37,45	38,91	40,46	42,04	43,50	45,01	46,56	48,15	49,82	24																		
25	26,80	27,92	29,08	30,29	31,55	32,86	34,21	35,65	37,13	38,66	40,26	41,77	43,57	45,44	47,18	48,97	50,84	52,77	25																		
26	27,40	28,59	29,81	31,09	32,43	33,84	35,29	36,81	38,39	40,01	41,77	43,57	45,24	47,26	49,14	51,09	53,11	55,22	26																		
27	28,00	29,25	30,53	31,92	33,43	34,82	36,39	38,01	39,69	41,46	43,31	45,24	47,26	49,14	51,09	53,11	55,22	57,40	27																		
28	28,35	29,69	31,05	32,50	34,02	35,61	37,27	39,01	40,84	42,73	44,74	46,82	49,02	51,06	53,18	55,39	57,70	60,12	28																		

Notes: Echelons in rankings 1 to 18 are annual echelons.

Starting with ranking 19, echelons 1 to 18 are semi-annual, and 9 to 18 are annual.

The rates take into account the general parameters for increases in pay provided for in paragraphs A) to E) of the article on remuneration.

**SCHEDULE 2  
JOB TITLE RANKINGS**

Sectors*	Job title #	Job titles**	Ranking	Flat rate
2	4107	Buyer	10	
2	4161	Buyer, principal class (CSDM)	11	
2	4102	Office agent, Class I	8	
2	4103	Office agent, Class II	5	
2	4101	Office agent, principal class	11	
2	2152	Speech and hearing correction officer	19	
2	2143	Project development officer	22	
2	2118	Finance officer	20	
2	2106	Readaptation officer	21	
2	2151	Functional rehabilitation officer	20	
2	2149	Social service officer	22	
2	5334	Trades helper	3	X
2	5306	General kitchen helper	3	X
2	5309	Heavy vehicle driver assistant	4	X
2	2120	Analyst	21	
2	2107	Student life animator	20	
2	2141	Spiritual life and guidance and community involvement animator	20	
2	4218	Laboratory attendant	6	
2	2148	Architect	22	
2	2121	Administration officer	20	
2	4114	Office assistant	3	X
2	2144	Lawyer	22	
2	2102	Librarian	20	
2	5307	Laundryman	2	X
2	5303	Night caretaker, Class I	6	X
2	5304	Night caretaker, Class II	5	X
2	5301	Caretaker, Class I	6	X
2	5302	Caretaker, Class II	5	X
2	5310	Light vehicle driver	4	X
2	5308	Heavy vehicle driver	6	X
2	2147	Preschool education consultant	21	
2	2109	Guidance counsellor	21	
2	2155	Nutrition consultant	19	

Sectors*	Job title #	Job titles**	Ranking	Flat rate
2	2119	Communications consultant	20	
2	2142	Spiritual, religious and moral education consultant	22	
2	2153	Counsellor in academic training	20	
2	2114	Academic and vocational information counsellor	20	
2	2103	Testing and evaluation counsellor	21	
2	2154	Counsellor in Reeducation	21	
2	2104	Education Consultant	22	
2	5311	Cook, Class I	11	X
2	5312	Cook, Class II	10	X
2	5313	Cook, Class III	7	X
2	5336	Mover – CSDM	3	X
2	2115	Dietitian/Nutritionist	20	
2	5102	Cabinetmaker	10	X
2	4284	Day care service educator	9	
2	4288	Day care service, principal class	11	
2	5104	Electrician	10	X
2	5103	Electrician, main class	12	X
2	0310	Teacher	22	
2	2116	Occupational therapist	23	
2	5316	Guard	2	X
2	4206	Nurse	18	
2	4217	Nursing assistant or possessing a diploma in health assistance and nursing care	9	
2	2122	Engineer	22	
2	4282	School transportation inspector	9	
2	5321	Gardener	7	X
2	4109	Storekeeper, Class I	7	
2	4110	Storekeeper, Class II	4	
2	4108	Storekeeper, principal class	10	
2	5114	Master pipe mechanic	10	X
2	5107	Stationary engineer, Class I	11	X
2	5108	Stationary engineer, Class II	10	X
2	5109	Stationary engineer, Class III	9	X
2	5110	Stationary engineer, Class IV	9	X
2	5106	Mechanic, Class I	11	X
2	5137	Mechanic, Class II	9	X
2	5116	Carpenter	9	X

Sectors*	Job title #	Job titles**	Ranking	Flat rate
2	2145	Notary	22	
2	4221	Printing operator	6	
2	4229	Printing operator, principal class	9	
2	4202	Data processing operator, Class I	8	
2	4201	Data processing operator, principal class	10	
2	4118	Reprography operator	6	
2	4117	Reprography operator, principal class	9	
2	2123	Remedial teacher	22	
2	2112	Speech therapist	22	
2	5117	Certified maintenance workman	9	X
2	5317	Maintenance workman, Class I (glass installer, tiler, sander)	5	X
2	5318	Maintenance workman, Class II	2	X
2	5319	Maintenance workman, Class III (Domestic helper)	2	X
2	5118	Painter	6	X
2	4286	Attendant for handicapped students	6	
2	2150	Psychoeducator	22	
2	2113	Psychologist	24	
2	4283	Binder	5	X
2	4113	Secretary	7	
2	4163	Executive secretary, adm. centre and regional - CSDM	9	
2	4111	Executive secretary	9	
2	4116	School or centre secretary	9	
2	5120	Locksmith	8	X
2	5121	Welder	10	X
2	5125	Specialized shop mechanic	11	X
2	2105	Specialist in teaching methods and techniques	21	
2	4223	Student supervisor	7	
2	4226	Swimming pool supervisor	6	
2	4208	Social work technician	16	
2	4209	Laboratory technician	14	
2	4211	Administration technician	13	
2	4279	Graphics arts technician	12	
2	4212	Audiovisual technician	12	
2	4213	Building technician	15	
2	4205	Documentation technician	13	
2	4228	Braille technician	12	

Sectors*	Job title #	Job titles**	Ranking	Flat rate
2	4207	Special education technician	16	
2	4277	Electronics technician	14	
2	4281	Vocational training technician	13	
2	4276	Food management technician	13	
2	4204	Data processing technician	14	
2	4278	Data processing technician, principal class	16	
2	4214	Recreational activities technician	13	
2	4215	School organization technician	13	
2	4216	Psychometry technician	13	
2	4285	Day care service technician	13	
2	4280	School transportation technician	12	
2	4230	Interpreter-technician	15	
2	4225	Binder technician – CSDM	6	
2	2140	Translator	19	
2	2146	Certified translator	19	
2	2111	Social worker	22	
2	5115	Pipefitter	10	X
2	5126	Glazier-Installer-Mechanic	8	X
3	5324	Purchaser	9	
3	5313	Executive assistant	11	
3	5320	Assistant, university teaching	10	
3	5312	Administrative officer, Class 1 – administrative sector	9	
3	5311	Administrative officer, Class 1 – secretarial sector	9	
3	5315	Administrative officer, Class 2 – administrative sector	8	
3	5314	Administrative officer, Class 2 – secretarial sector	8	
3	5317	Administrative officer, Class 3 – administrative sector	6	
3	5316	Administrative officer, Class 3 – secretarial sector	6	
3	5319	Administrative officer, Class 4 – administrative sector	4	
3	5318	Administrative officer, Class 4 – secretarial sector	4	
3	1104	Purchasing officer	20	
3	1533	Training officer	21	
3	1534	Hearing impairment training officer	22	
3	1105	Finance officer	20	
3	1101	Personnel officer	21	
3	1559	Behavioural officer	22	
3	1565	Planning, programming and research officer	22	

Sectors*	Job title #	Job titles**	Ranking	Flat rate
3	1553	Human relations officer	22	
3	1244	Information officer	20	
3	2688-1	Integration officer, Class I	16	
3	2688-2	Integration officer, Class II	16	
3	3545	Intervention officer	8	
3	6436	Intervention officer (Institut Pinel)	7	
3	3544	Medico-legal intervention officer	8	
3	3543	Psychiatric intervention officer	7	
3	1651	Educational techniques officer	20	
3	3244	Service aide	3	X
3	6414	General aide	3	X
3	6415	General aide in a northern institution	6	X
3	2588	Social aide	14	
3	6299	Cook's helper	4	X
3	6387	Assistant stationary engineer	4	X
3	1123	Computer analyst	21	
3	1124	Specialized computer analyst	23	
3	2251	Medical records archivist	15	
3	2282	Medical records archivist (team leader)	16	
3	5187	Research assistant	9	
3	2203	Pathology assistant	15	
3	3462	Rehabilitation assistant	9	
3	3205	Laboratory or radiology technical assistant	5	
3	3201	Health care technical assistant	5	
3	3218	Dental technical assistant	6	
3	3212	Pharmacy technical assistant	6	
3	3215	Senior pharmacy technical assistant	8	
3	2242	Assistant head of archives	16	
3	2248	Assistant head respiratory therapist	19	
3	1236	Assistant head physiotherapist	25	
3	2240	Assistant head dietetics technician	16	
3	2236	Assistant head medical electro-physiology technician	17	
3	2234	Assistant head medical technologist / Assistant head graduate medical laboratory technician	18	
3	2219	Assistant head radiology technologist	18	
3	2489	Assistant head nurse	21	
3	1254	Audiologist	22	



Sectors*	Job title #	Job titles**	Ranking	Flat rate
3	1204	Audiologist / Speech therapist	22	
3	3588	Health and social services aide	7	
3	5289	Library assistant	7	
3	1114	Lawyer	-	
3	1200	Bacteriologist	22	
3	1206	Librarian	20	
3	1202	Biochemist	22	
3	6303	Butcher	7	X
3	3485	Stretcher bearer	4	
3	6320	Launderer	4	X
3	6312	Cafeteria cashier	3	X
3	6395	Pipe and boiler insulator	6	X
3	2290	Transfusion safety clinical officer	19	
3	2466	Pre-hospital emergency services quality assurance and training officer	17	
3	2247	Clinical instructor (Respiratory therapy)	18	
3	1234	Clinical lecturer (physiotherapy)	24	
3	2106	Production agent	10	
3	2291	Transfusion safety technical officer	19	
3	2699	Head of module	18	
3	6340	Hairdresser	5	X
3	5323	Unit supervisor clerk (Institut Pinel)	7	
3	6336	Driver	6	X
3	6355	Heavy vehicle driver	6	X
3	1106	Institutional counsellor	21	
3	1701	Vocational guidance counsellor / Counsellor in supportive relations	21	
3	1703	Adapted work counsellor	20	
3	1115	Building counsellor	24	
3	1543	Counsellor for maladjusted children	22	
3	1538	Ethics advisor	22	
3	1539	Genetics counsellor	23	
3	1121	Health promotion counsellor	20	
3	1913	Care counsellor nurse	23	
3	2246	Technical co-ordinator (respiratory therapy)	18	
3	2227	Technical co-ordinator (laboratory)	17	
3	2213	Technical co-ordinator (radiology)	17	
3	2276	Technical co-ordinator (medical electro-physiology)	16	

Sectors*	Job title #	Job titles**	Ranking	Flat rate
3	2277	Technical co-ordinator (biomedical engineering)	17	
3	6374	Shoemaker	4	X
3	6327	Seamstress / Tailor	4	X
3	1544	Criminologist	22	
3	6301	Cook	10	X
3	2271	Cytologist	16	
3	6409	Draftsperson	7	
3	1219	Dietitian / Nutritionist	21	
3	6365	Cabinetmaker	10	X
3	2691-1	Educator, Class I	16	
3	2691-2	Educator, Class II	16	
3	1228	Physical educator / Kinesiologist	20	
3	6354	Electrician	10	X
3	6423	Electro-mechanic	11	
3	6370	Electronics technician	9	X
3	1230	Occupational therapist	23	
3	6369	Tinsmith	10	X
3	6346	Security guard (Institut Pinel)	7	
3	6438	Guard	4	
3	6349	Residence guard	6	X
3	1540	Genagogist	20	
3	2261	Dental hygienist / Dental hygiene technician	15	
3	1702	Occupational hygienist	20	
3	2253	Medical illustrator	12	
3	2471	Nurse	18	
3	2473	Nurse (Institut Pinel)	18	
3	3455	Nursing assistant	13	
3	3445	Nursing assistant team leader	14	
3	2459	Nurse team leader	19	
3	1911	Nurse clinician	22	
3	1912	Nurse clinician assistant head nurse / nurse clinician assistant to the immediate superior	24	
3	1917	Nurse clinician specialist	24	
3	2491	Outpost/dispensary nurse	22	
3	2462	Nurse instructor	19	
3	1915	Specialty nurse practitioner	26	
3	1916	Nurse surgical first assistant	24	

Sectors*	Job title #	Job titles**	Ranking	Flat rate
3	1907	Nurse clinician (Institut Pinel)	22	
3	1205	Biomedical engineer	23	
3	2244	Respiratory therapist	17	
3	2232	Clinical instructor (laboratory)	17	
3	2214	Clinical instructor (radiology)	17	
3	3585	Industrial workshop instructor	8	X
3	3598	Handicrafts or occupational therapy instructor	8	
3	1552	Pastoral care worker	20	
3	1660	Childcare worker	20	
3	6363	Labourer	4	X
3	6353	Millwright (Maintenance mechanic)	11	X
3	5141	Storekeeper	7	
3	6356	Master electrician	12	X
3	6366	Refrigeration machinery master mechanic	11	X
3	6357	Master plumber	10	X
3	6380	Garage mechanic	9	X
3	6383-2	Stationary engineer, Class II	10	X
3	6383-3	Stationary engineer, Class III	9	X
3	6383-4	Stationary engineer, Class IV	9	X
3	6352	Refrigeration machinery mechanic	11	X
3	6360	Millwright (Maintenance mechanic)	10	X
3	3262	Orthosis and/or prosthesis mechanic	10	
3	6364	Carpenter	9	X
3	3687	Education instructor	8	
3	3699	Recreation monitor	7	
3	6407	Drycleaner	4	X
3	5119	Offset duplicator operator	6	
3	5108	Data processing operator, Class I	8	
3	5111	Data processing operator, Class II	5	
3	5130	Braille production system operator	5	
3	2363	Dispensing optician	14	
3	1551	Community organizer	21	
3	1656	Ortho-pedagogue	22	
3	1255	Speech therapist	22	
3	2259	Orthoptist	17	
3	6373	Maintenance worker	6	X
3	6388	General handyman	9	X

Sectors*	Job title #	Job titles**	Ranking	Flat rate
3	6302	Baker or pastry cook	7	X
3	6362	Painter	6	X
3	2287	Clinical perfusionist	23	
3	2254	Medical photographer	12	
3	1233	Physiotherapist	23	
3	6368	Plasterer	5	X
3	6359	Plumber and/or pipefitter	10	X
3	6344	Porter	3	X
3	6341	Door attendant	1	X
3	3459	Beneficiary attendant ("A" certification)	6	
3	6398	Laundry attendant	3	X
3	3259	Message centre attendant	3	
3	6262	Painting and maintenance attendant	6	X
3	3481	Sterilization attendant	6	
3	3251	Reception attendant	5	
3	3245	Audio-visual attendant	3	
3	6335	Housekeeping attendant (light work)	2	X
3	6334	Housekeeping attendant (heavy work)	3	X
3	3685	Unit and/or pavilion attendant	6	X
3	3467	Therapeutic materials and equipment attendant	7	
3	6386	Food service attendant	3	X
3	3204	Transport attendant	3	
3	6418	Transport attendant for physically handicapped users	5	X
3	6347	Elevator attendant	2	X
3	3203	Autopsy attendant	6	
3	3480	Beneficiary attendant	7	
3	5117	Storeroom attendant	4	
3	3241	Animal attendant	4	
3	3505	Attendant in a northern institution	7	
3	3208	Ophthalmology attendant	6	
3	3247	Orthopaedic attendant	7	
3	3223	Physiotherapy and/or occupational therapy attendant	6	
3	3449	Operating room attendant	6	
3	3229	Senior orthopaedic attendant	8	
3	6325	Presser	3	X
3	1652	Psycho-educator / Psycho-social rehabilitation specialist	22	

Sectors*	Job title #	Job titles**	Ranking	Flat rate
3	1546	Psychologist / Human behaviour therapist	24	
3	2273	Psycho-technician	13	
3	3461	Child nurse / baby nurse	12	
3	1658	Recreologist	20	
3	6382	Upholsterer	7	X
3	2694-1	Living and/or rehabilitation unit supervisor, Class I	18	
3	1570	Case reviewer	23	
3	5321	Legal secretary	8	
3	5322	Medical secretary	8	
3	6367	Locksmith	8	X
3	1572	Sexologist	22	
3	1573	Clinical sexologist	23	
3	1554	Sociologist	19	
3	2697	Sociotherapist (Institut Pinel)	17	
3	6361	Welder	10	X
3	1291	Clinical specialist in laboratory medicine	28	
3	1407	Clinical activities specialist	22	
3	1661	Audio-visual specialist	21	
3	1521	Care assessment specialist	22	
3	1557	Orientation and mobility specialist	21	
3	1109	Administrative processes	21	
3	1560	Rehabilitation specialist for the visually impaired	21	
3	1207	Specialist in biological and physical sciences in health	23	
3	6422	Institutional guard	8	
3	3679	Lifeguard	6	X
3	2102	Contributions technician	14	
3	3224	Class "B" technician	9	
3	2360	Braille technician	12	
3	2224	Graduate medical laboratory technician	16	
3	2262	Dental hygiene technician	14	
3	2101	Administrative technician	13	
3	6317-1	Food technician, Class I	9	
3	6317-2	Food technician, Class II	9	
3	2333	Graphic arts technician	12	
3	2586	Social assistance technician	16	
3	2258	Audio-visual technician	12	

Sectors*	Job title #	Job titles**	Ranking	Flat rate
3	2374	Building service technician	15	
3	2275	Communications technician	12	
3	2284	Clinical cytogenetics technician	16	
3	2257	Dietetics technician	14	
3	2356	Documentation technician	13	
3	2686	Specialized education technician	16	
3	2370	Industrial electricity technician	13	
3	2381	Electrodynamics technician	13	
3	2241	Electro-encephalography technician (EEG)	14	
3	2371	Electro-mechanics technician	13	
3	2369	Electronics technician	14	
3	2286	Medical electro-physiology technician	15	
3	2377	Mechanical fabrication technician	12	
3	2367	Biomedical engineering technician	15	
3	2285	Gerontology technician	13	
3	2280	Horticulture technician	13	
3	2702	Industrial hygiene technician	16	
3	2123	Computer technician	14	
3	2379	Instrumentation and control technician	14	
3	2696	Recreation technician	13	
3	2362	Orthotics-prosthetics technician	15	
3	2270	Cardio-respiratory physiology therapist	14	
3	2368	Prevention technician	13	
3	2584	Psycho-social research technician	13	
3	2124	Specialized computer technician	16	
3	2223	Medical technologist	16	
3	2278	Hemodynamics technologist	16	
3	2208	Nuclear medicine technologist	16	
3	2205	Radio-diagnostic technologist	16	
3	2222	Radiology technologist (Digital imaging and information system)	17	
3	2207	Radiation oncology technologist	16	
3	2212	Specialized radiology technologist	16	
3	2295	Physical rehabilitation therapist	16	
3	1258	Art therapist	22	
3	1241	Translator	19	
3	2375	Community worker	16	

Sectors*	Job title #	Job titles**	Ranking	Flat rate
3	3465	Neighbourhood or sector worker	9	
3	1550	Professional social worker / Social work officer	22	
4	C746	Attendant for disabled students	6	
4	C910	Prevention and safety officer	10	
4	C202	Financial management officer	20	
4	C233	Social service officer	22	
4	C505	Administrative support agent, Class I	8	
4	C506	Administrative support agent, Class II	5	
4	C503	Administrative support agent, principal class	11	
4	C911	Trades helper	3	X
4	C902	Domestic helper	2	X
4	C903	Kitchen general helper	3	X
4	C204	Academic and vocational information counsellor	21	
4	C205	Analyst	21	
4	C206	Student activities facilitator	20	
4	C431	Sociocultural or sports activities counsellor	10	
4	C701	Laboratory attendant	6	
4	C208	Administration officer	20	
4	C262	Librarian	20	
4	C905	Concierge de residence	6	X
4	C925	Light vehicle driver	4	X
4	C926	Heavy vehicle driver	6	X
4	C263	Student life counsellor	20	
4	C220	Guidance counsellor	21	
4	C223	Adapted services counsellor	21	
4	C203	Communications counsellor	20	
4	C221	Counsellor in academic training	20	
4	C214	Guidance counsellor or counsellor in academic training	20	
4	C216	Adapted services counsellor	22	
4	C219	Pedagogical counsellor	22	
4	C915	Cook, Class I	11	X
4	C916	Cook, Class II	10	X
4	C917	Cook, Class III	7	X
4	C716	Cabinetmaker	10	X
4	C702	Electrician	10	X
4	C704	Electrician, principal class	12	X
4	C305	College teacher	23	

Sectors*	Job title #	Job titles**	Ranking	Flat rate
4	C417	Dental hygienist	14	
4	C421	Interpreter (Cégep Ste-Foy and Vieux Montréal)	15	
4	C907	Gardener	7	X
4	C620	Storekeeper, Class I	7	
4	C621	Storekeeper, Class II	4	
4	C934	Labourer	2	X
4	C719	Equipment maintenance mechanic	10	X
4	C728	Stationary engineer, Class III	10	X
4	C726	Stationary engineer, Class I	10	X
4	C729	Stationary engineer, Class IV	9	X
4	C732	Stationary engineer, Class VII	9	X
4	C735	Stationary engineer, Class X	9	X
4	C737	Stationary engineer, Class XII	9	X
4	C738	Stationary engineer, Class XIII	9	X
4	C741	Stationary engineer, Class XVI	9	X
4	C742	Stationary engineer, Class XVII	9	X
4	C707	Carpenter	9	X
4	C432	Sociocultural or sports activities monitor	6	X
4	C430	Day camp monitor	6	X
4	C725	Electronic typesetting operator	8	
4	C703	Offset duplicator operator	6	
4	C700	Offset duplicator operator, principal class	9	
4	C755	Data processing operator	8	
4	C708	Certified maintenance workman	9	X
4	C709	Painter	6	X
4	C908	Security attendant	5	
4	C222	Psychologist	24	
4	C606	Administrative secretary	9	
4	C209	Specialist in teaching methods and techniques	21	
4	C753	Swimming pool supervisor	6	
4	C419	Test bed technician	16	
4	C840	Certified aeronautics maintenance technician	17	
4	C830	Aeronautics maintenance technician (Collèges Chicoutimi and Édouard Montpetit)	13	
4	C405	Administration technician	13	
4	C409	Graphics arts technician	12	
4	C406	Audiovisual technician	12	



Sectors*	Job title #	Job titles**	Ranking	Flat rate
4	C413	Building services technician	15	
4	C401	Documentation technician	13	
4	C424	Special education technician	16	
4	C411	Electronics technician	14	
4	C416	Mechanical production technician	14	
4	C414	Information technician	12	
4	C403	Data processing technician	14	
4	C402	Data processing technician, principal class	16	
4	C407	Recreational activities technician	13	
4	C418	Social work technician	16	
4	C404	Laboratory technician	14	
4	C231	Social worker	22	
4	C706	Pipe mechanic	10	X

N.B. The rankings of job titles in this appendix are those observed on the date the agreement is signed, without admissions on the part of the union party.

**\* Sector 2: School boards, Sector 3: Health and social services, Sector 4: Colleges**

\*\* The job titles are listed in alphabetical order of the job title in French. The job title numbers can be used to find corresponding job titles in English.

### SCHEDULE 3

#### SCHOOLBOARD TEACHERS WITH NON-REGULAR STATUS

Job title #	Job title	Reference job title	Adjustment	Rule
0395	Casual supply teacher	0310 – Teacher	1 / 1000 of echelon 1	Dropped <sup>1</sup> to the cent
0397	Per-lesson teacher, Class 16	0310 – Teacher	Increase <sup>2</sup> for echelon 8	Rounded off to the cent <sup>3</sup>
0397	Per-lesson teacher, Class 17	0310 – Teacher	Increase <sup>2</sup> for echelon 10	Rounded off to the cent <sup>3</sup>
0397	Per-lesson teacher, Class 18	0310 – Teacher	Increase <sup>2</sup> for echelon 12	Rounded off to the cent <sup>3</sup>
0397	Per-lesson teacher, Class 19	0310 – Teacher	Increase <sup>2</sup> for echelon 14	Rounded off to the cent <sup>3</sup>
0396	Hourly rated teacher	Per-lesson teacher	Rate for Class 16 <sup>4</sup>	n.a.

#### COLLEGE TEACHERS WITH NON-REGULAR STATUS

Job title #	Job title	Reference job title	Adjustment	Rule
C399	Lecturer, Class 16	C305 – Teacher	Increase <sup>2</sup> for echelon 8	Rounded off to the cent <sup>3</sup>
C399	Lecturer, Class 17 and 18	C305 – Teacher	Average increase <sup>2</sup> for echelons 10 and 12	Rounded off to the cent <sup>3</sup>
C399	Lecturer, Class 19 and 20	C305 – Teacher	Average increase <sup>2</sup> for echelons 14 and 16	Rounded off to the cent <sup>3</sup>
C330	Aeronautics teacher	C305 – Teacher	Increase <sup>2</sup> for echelon 15	Rounded off to the dollar <sup>5</sup>
C393	Aeronautics teacher – overtime hours	C305 – Teacher	Increase <sup>2</sup> for echelon 15	Rounded off to the cent <sup>3</sup>
C394	Aeronautics teacher, continuing education	C305 – Teacher	Increase <sup>2</sup> for echelon 15	Rounded off to the cent <sup>3</sup>

<sup>1</sup> When the decimal point is followed by three or more digits, the third and following digits are dropped.

<sup>2</sup> Increases calculated from the reference step (step at time  $t$  / step at time  $t-1$ ) are rounded off to four decimal places.

<sup>3</sup> When the decimal point is followed by three or more digits, the third and following digits are dropped if the third digit is less than 5. If the third digit is equal to or greater than 5, the second is increased by one unit and the third and following digits are dropped.

<sup>4</sup> This is not an adjustment. The applicable rate is the rate for a per-lesson teacher, Class 16.

<sup>5</sup> When the decimal point is followed by one or more digits, the first and following digits are dropped if the first digit is less than 5. If the first digit is equal to or greater than 5, the dollar amount is increased by one and the first and following decimal places are dropped.

## SCHEDULE 4

### CLASSIFICATIONS AND SCALES ABOLISHED

#### SECTION A ABOLISHED ON APRIL 2, 2019

Sector	Job title #	Job title	Scale or classification abolished
3	2694	Living and/or rehabilitation unit supervisor, Class 2	Scale
3	2694	Living and/or rehabilitation unit supervisor, Class 3	Scale
3	2688	Integration officer, Class 3	Scale and classification
3	2691	Educator, Class 3	Scale and classification

#### SECTION B JOB TITLES WITHOUT INCUMBENTS

Sector	Job title #	Job title
4	C232	Student affairs counsellor
4	C909	Storekeeper, principal class
4	C727	Stationary engineer, Class II
4	C731	Stationary engineer, Class VI
4	C739	Stationary engineer, Class XIV
4	C745	Stationary engineer helper, Class XX
3	3446	Nursing assistant, assistant team leader
3	3495	Rehabilitation or industrial occupation attendant (psychiatric institution)
3	3458	Community supervision officer (Institut Pinel)
3	3684	Workshop instructor (Institut Pinel)

**SCHEDULE 5**

**TIED JOBS, SCHOOL BOARDS**

<b>Job title #</b>	<b>Job title</b>	<b>Job class</b>	<b>Reference job title</b>	<b>% adjustment</b>
5133	1 <sup>st</sup> year trades apprentice	0	2-5104; 2-5115; 3-6354; 3-6359; 4-C702; 4-C706	72.5
5134	2 <sup>nd</sup> year trades apprentice	0		75.0
5135	3 <sup>rd</sup> year trades apprentice	0		77.5
5136	4 <sup>th</sup> year trades apprentice	0		80.0

**TIED JOBS, HEALTH AND SOCIAL SERVICES**

<b>Job title #</b>	<b>Job title</b>	<b>Job class</b>	<b>Reference job title</b>	<b>% adjustment</b>
1914	Specialty nurse practitioner candidate	0	3-1915	97.5
2485	Nurse on a refresher period	1	3-2471	90.0
2490	Candidate for admission to the practice of the nursing profession	1	3-2471	91.0
3456	Candidate for admission to the practice of the nursing assistant profession	1	3-3455	91.0
3529	Nursing assistant on a refresher period	1	3-3455	90.0
4001	Nursing extern	1	3-2471	80.0
4002	Respiratory therapy extern	1	3-2244	80.0
4003	Medical technology extern	1	3-2223	80.0
6375	Trades apprentice, echelon 1	1	2-5104; 2-5115; 3-6354; 3-6359; 4-C702; 4-C706	72.5
6375	Trades apprentice, echelon 2	1		75.0
6375	Trades apprentice, echelon 3	1		77.5
6375	Trades apprentice, echelon 4	1		80.0

**SCHEDULE 6**  
**PAY RELATIVITY ADVANCES**

<b>Sector</b>	<b>Job title #</b>	<b>Job title</b>	<b>Advance</b>
3	2702	Occupational hygiene technician	13.50%
3	2277	Biomedical engineering technical co-ordinator	9.00%
3	2697	Sociotherapist	11.01%
3	2367	Biomedical engineering technician	9.00%

## LETTER OF AGREEMENT NO. 52

### ON THE IMPLEMENTATION OF PAY RELATIVITY ON APRIL 2, 2019

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Within 120 days of the date on which the collective agreement is signed, the parties agree to strike a working committee under the auspices of the Secretariat of the Conseil du trésor.

The committee is mandated to:

1. see to problems and issues that may arise in the implementation of pay relativity and agree on solutions to them, if any;
2. discuss with a view to agreeing on evaluations of the following job titles:
  - Education consultant (2-2104 and 4-C219);
  - Institutional counsellor (3-1106);
  - Administrative processes specialist (3-1109);
  - Community organizer (3-1551);
  - Lawyer (3-1114).

The working committee is composed of six representatives of the employer party and two representatives of each of the following union organizations: Confédération des syndicats nationaux (CSN), Fédération des travailleurs et travailleuses du Québec (FTQ) and Secrétariat intersyndical des services publics (SISP).<sup>1</sup>

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<sup>1</sup> The SISP being the bargaining agent for the CSQ, APTS and SFPQ.

## **LETTER OF AGREEMENT NO. 53**

### **REGARDING THE ATTRACTION AND RETENTION OF BIOMEDICAL ENGINEERING TECHNICIANS AND INDUSTRIAL HYGIENE TECHNICIANS**

---

From the date the collective agreement comes into force until April 1, 2019, the Ministère de la Santé et des Services sociaux (MSSS) undertakes to pay a premium of 9% of pay to employees holding the job title of biomedical engineering technician or technical co-ordinator for biomedical engineering.

The parties agree on the following:

1. From the date the collective agreement comes into force until April 1, 2019, the Ministère de la Santé et des Services sociaux (MSSS) undertakes to pay a premium of 9% of pay to employees holding the job title of biomedical engineering technician or technical co-ordinator for biomedical engineering.
2. From the date the collective agreement comes into force until April 1, 2019, the MSSS undertakes to pay a premium of 13.5% to employees holding the job title of industrial hygiene technician.

This letter of agreement ceases to apply as of April 2, 2019.

## LETTER OF AGREEMENT NO. 54

### REGARDING PREMIUMS PAID TO PSYCHOLOGISTS IN THE SECTORS OF HEALTH AND SOCIAL SERVICES (3-1546) AND SCHOOL BOARDS (2-2113)

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Eighteen months before the collective agreement expires, the parties set up a working committee under the auspices of the Secretariat of the Conseil du trésor to assess these premiums.

The committee is mandated to:

1. analyse the effects of the premiums on the attraction and retention of psychologists on the basis of quantitative and qualitative analyses as well as an analysis of the following indicators:
  - staffing trends (full-time, part-time individuals and full-time equivalents);
  - trends in the total number of hours worked (taking account separately of regular hours, overtime hours and hours worked by independent labour);
  - the staffing rate (percentage of positions filled);
  - the retention rate;
  - the rate of precarious job status;
2. compare the overall remuneration of psychologists in the health and social services sector and school boards with that of psychologists in the private sector, taking into account the hours worked;
3. assess the relevance of maintaining, abolishing or modifying the premiums after the date on which they expire;
4. produce a joint or separate reports on the work to be presented to the negotiating parties no more than six months before the collective agreement expires.

The working committee is composed of six representatives of the employer party and two representatives each of the following union organizations: the Confédération des syndicats nationaux (CSN), the Fédération des travailleurs et travailleuses du Québec (FTQ) and the Secrétariat intersyndical des services publics (SISP).<sup>1</sup>

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<sup>1</sup> The SISP being the bargaining agent for the CSQ, APTS and SFPQ.



## **LETTER OF AGREEMENT NO. 55**

### **CONCERNING ADDITIONAL REMUNERATION ASSOCIATED WITH POST-GRADUATE TRAINING**

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The parties agree as follows:

Employees who on the eve of their integration into the pay scale on April 2, 2018 or April 2, 2019 are at the top of the pay scale are integrated at the rate of pay equal to or immediately higher than the rate they held before integration. Subsequently, if applicable, this rate is increased by the percentage of additional remuneration associated with post-graduate training that an employee benefits from in accordance with the provisions of the collective agreement.

## LETTER OF AGREEMENT NO. 56

### REGARDING RANKINGS OF CERTAIN JOB TITLES FOR NURSING AND CARDIO-RESPIRATORY CARE EMPLOYEES

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#### ARTICLE 1 SCOPE

The provisions of this letter of agreement apply to employees in the following job titles:

2459 – Nurse team leader

2471 – Nurse

2244 – Respiratory therapist

2247 – Clinical lecturer (respiratory therapy)

2246 – Technical co-ordinator (respiratory therapy)

2248 – Assistant head respiratory therapist

3455 – Nursing assistant

3445 – Nursing assistant team leader

#### ARTICLE 2 JOB TITLE RANKINGS

On April 2, 2018, the rankings for the job titles covered by this letter of agreement are as follows:

<b>Job title no.</b>	<b>Job title</b>	<b>Ranking on April 2, 2018</b>
2459	Nurse team leader	20
2471	Nurse	19
2244	Respiratory therapist	18
2247	Clinical lecturer (respiratory therapy)	19
2246	Technical co-ordinator (respiratory therapy)	19
2248	Assistant head respiratory therapist	20
3455	Nursing assistant	14
3445	Nursing assistant team leader	15

The Secretariat of the Conseil du trésor and the FSSS-CSN have ninety (90) days from the date on which the collective agreement is signed to agree on valuation scores for ranking the corresponding job titles.

### **ARTICLE 3 PAY SCALES ACCORDING TO THE RANKING ON APRIL 2, 2018**

On April 2, 2018, employees concerned are integrated into the following pay scale corresponding to the ranking of their job titles on that date.

<b>Echelon</b>	<b>Ranking 14</b>	<b>Ranking 15</b>	<b>Ranking 18</b>	<b>Ranking 19</b>	<b>Ranking 20</b>
01	\$22.04	\$22.19	\$23.12	\$23.49	\$23.86
02	\$22.70	\$22.94	\$24.13	\$24.19	\$24.63
03	\$23.38	\$23.72	\$25.19	\$24.94	\$25.43
04	\$24.08	\$24.51	\$26.30	\$25.68	\$26.24
05	\$24.80	\$25.35	\$27.46	\$26.47	\$27.10
06	\$25.53	\$26.19	\$28.66	\$27.26	\$27.97
07	\$26.30	\$27.09	\$29.93	\$28.08	\$28.88
08	\$27.09	\$28.00	\$31.24	\$28.94	\$29.80
09	\$27.72	\$28.77	\$32.42	\$29.80	\$30.77
10	\$28.38	\$29.56	\$33.64	\$30.72	\$31.76
11	\$29.04	\$30.38	\$34.90	\$31.64	\$32.79
12	\$29.72	\$31.21	\$36.22	\$32.60	\$33.84
13				\$33.59	\$34.95
14				\$34.44	\$35.90
15				\$35.30	\$36.88
16				\$36.20	\$37.89
17				\$37.12	\$38.92
18				\$38.05	\$39.98

This integration is done at the rate of pay equal to or immediately higher than the employee's rate on April 1, 2018.

### **ARTICLE 4 PAY SCALES ACCORDING TO THE RANKING ON APRIL 2, 2018**

On April 2, 2019, employees concerned are integrated into the following pay scale corresponding to the ranking of their job titles on that date.

<b>Echelon</b>	<b>Ranking 14</b>	<b>Ranking 15</b>	<b>Ranking 18</b>	<b>Ranking 19</b>	<b>Ranking 20</b>
01	\$22.59	\$22.74	\$23.70	\$24.08	\$24.46
02	\$23.27	\$23.51	\$24.73	\$24.79	\$25.25
03	\$23.96	\$24.31	\$25.82	\$25.56	\$26.07
04	\$24.68	\$25.12	\$26.96	\$26.32	\$26.90
05	\$25.42	\$25.98	\$28.15	\$27.13	\$27.78

<b>Echelon</b>	<b>Ranking 14</b>	<b>Ranking 15</b>	<b>Ranking 18</b>	<b>Ranking 19</b>	<b>Ranking 20</b>
06	\$26.17	\$26.84	\$29.38	\$27.94	\$28.67
07	\$26.96	\$27.77	\$30.68	\$28.78	\$29.60
08	\$27.77	\$28.70	\$32.02	\$29.66	\$30.55
09	\$28.41	\$29.49	\$33.23	\$30.55	\$31.54
10	\$29.09	\$30.30	\$34.48	\$31.49	\$32.55
11	\$29.77	\$31.14	\$35.77	\$32.43	\$33.61
12	\$30.46	\$31.99	\$37.13	\$33.42	\$34.69
13				\$34.43	\$35.82
14				\$35.30	\$36.80
15				\$36.18	\$37.80
16				\$37.11	\$38.84
17				\$38.05	\$39.89
18				\$39.00	\$40.98

This integration is done on the basis of the employee's echelon on April 1, 2019.

**ARTICLE 5    ADVANCEMENT ON PAY SCALES**

The integrations under Articles 3 and 4 do not modify the length of time an employee stays at an echelon for the purpose of advancement on pay scales stipulated in clause 8.25 of the collective agreement and clause 3.03 of Appendix D.

**ARTICLE 6    SETTLEMENT OF GRIEVANCES**

Clause 10.03 of the collective agreement does not apply to integrations under Articles 3 and 4 of this letter of agreement except for mistakes in calculation in the application of these to an employee.

**ARTICLE 7    ECHELON ADVANCEMENT**

**7.01**    As of April 2, 2018, the length of time an employee concerned with a ranking of 19 or more stays at an echelon for purposes of advancement in pay scales is stipulated as follows:

- six (6) months of service in echelons 1 to 8;
- one (1) year of service in echelons 9 to 17.

## LETTER OF AGREEMENT NO. 57

### REGARDING RANKINGS OF THE JOB TITLES OF SPECIALIZED RADIOLOGY TECHNOLOGIST AND OTHER CATEGORIES IN RADIOLOGY

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#### ARTICLE 1 SCOPE

The provisions of this letter of agreement apply to employees in the following job titles as of April 2, 2018, despite the provisions of Letter of Agreement No. 51 regarding pay relativity:

JOB TITLE NO.	JOB TITLE	SPECIALITY
<i>To be determined</i>	<b>Independent sonographer</b>	Sonography work performed autonomously
2212	<b>Specialized radiology technologist</b>	Double-contrast barium enema administered autonomously Angiography Ultrasonography Hemodynamics Mammography MRI CT scan
<i>To be determined</i>	<b>Specialized radiation oncology technologist</b>	Dosimetry Blocks and accessories Planning and simulation Brachytherapy
2219	<b>Assistant head radiology technologist</b>	
2214	<b>Clinical instructor (radiology)</b>	
2213	<b>Technical co-ordinator (radiology)</b>	

## ARTICLE 2 JOB TITLE RANKINGS

On April 2, 2018, the rankings for the job titles covered by this letter of agreement are as follows:

NO TITRE	TITRE	SPECIALITY	RANKING
<i>To be determined</i>	<b>Independent sonographer</b>	Sonography work performed autonomously	18
2212	<b>Specialized radiology technologist</b>	Double-contrast barium enema administered autonomously	17
		Angiography	17
		Ultrasonography	17
		Hemodynamics	17
		Mammography	17
		MRI	17
		CT scan	17
<i>To be determined</i>	<b>Specialized radiation oncology technologist</b>	Dosimetry	17
		Blocks and accessories	17
		Planning and simulation	17
		Brachytherapy	17
2219	<b>Assistant head radiology technologist</b>		19
2214	<b>Clinical instructor (radiology)</b>		18
2213	<b>Technical co-ordinator (radiology)</b>		18

The Secretariat of the Conseil du trésor and the FSSS-CSN have ninety (90) days from the date on which the collective agreement is signed to agree on valuation scores for ranking the corresponding job titles.

## ARTICLE 3 PAY SCALE BY RANKING ON APRIL 2, 2018

On April 2, 2018, employees concerned are integrated into the following pay scale corresponding to the ranking of their job titles on that date.

Echelon	Ranking 17	Ranking 18	Ranking 19
01	\$22.96	\$23.12	\$23.49
02	\$23.87	\$24.13	\$24.19
03	\$24.82	\$25.19	\$24.94
04	\$25.82	\$26.30	\$25.68
05	\$26.84	\$27.46	\$26.47
06	\$27.92	\$28.66	\$27.26
07	\$29.03	\$29.93	\$28.08
08	\$30.19	\$31.24	\$28.94
09	\$31.20	\$32.42	\$29.80

<b>Echelon</b>	<b>Ranking 17</b>	<b>Ranking 18</b>	<b>Ranking 19</b>
10	\$32.25	\$33.64	\$30.72
11	\$33.33	\$34.90	\$31.64
12	\$34.46	\$36.22	\$32.60
13			\$33.59
14			\$34.44
15			\$35.30
16			\$36.20
17			\$37.12
18			\$38.05

This integration is done at the rate equal to or immediately higher than the employee's pay on April 1, 2018.

**ARTICLE 4 PAY SCALE BY RANKING ON APRIL 2, 2019**

On April 2, 2019, employees concerned are integrated into the following pay scale corresponding to the ranking for their job title on that date:

<b>Echelon</b>	<b>Ranking 17</b>	<b>Ranking 18</b>	<b>Ranking 19</b>
01	\$23,53	\$23,70	\$24.08
02	\$24.47	\$24.73	\$24.79
03	\$25.44	\$25.82	\$25.56
04	\$26.47	\$26.96	\$26.32
05	\$27.51	\$28.15	\$27.13
06	\$28.62	\$29.38	\$27.94
07	\$29.76	\$30.68	\$28.78
08	\$30.94	\$32.02	\$29.66
09	\$31.98	\$33.23	\$30.55
10	\$33.06	\$34.48	\$31.49
11	\$34.16	\$35.77	\$32.43
12	\$35.32	\$37.13	\$33.42
13			\$34.43
14			\$35.30
15			\$36.18
16			\$37.11
17			\$38.05
18			\$39.00

This integration is done on the basis of the employee's echelon on April 1, 2019.

## **ARTICLE 5 TEMPORARY 2% PREMIUM**

Payment of the temporary 2% premium to an employee with the job title of specialized radiology technologist (2212) who has the required certification and who does ultrasonography work autonomously ends on April 1, 2018.

## **ARTICLE 6 ADVANCEMENT ON PAY SCALES**

The integrations provided for in Articles 3 and 4 of this letter of agreement do not modify the length of time that an employee stays at an echelon for the purpose of advancing on the pay scale, as stipulated in clause 8.25 of the collective agreement and clause 4.02 of Appendix C.

## **ARTICLE 7 SETTLEMENT OF GRIEVANCES**

Clause 10.03 of the collective agreement does not apply to integrations under Articles 3 and 4 of this letter of agreement except for errors of calculation in applying these to an employee.

## **ARTICLE 8 AMENDMENTS TO THE *LIST OF JOB TITLES AND JOB DESCRIPTIONS***

The Ministère de la Santé et des Services sociaux will amend the *List of job titles, job descriptions and salary rates and scales in the health and social services network* to incorporate the job titles, specialities and rankings indicated in Article 2 by April 1, 2018 at the latest.

## **ARTICLE 9 NATIONAL JOBS COMMITTEE**

Clauses 31.10 to 31.27 of the collective agreement do not apply to the rankings and pay scales for the job titles created under this letter of agreement.



## **LETTER OF AGREEMENT NO. 58**

### **REGARDING THE DEVELOPMENT OF THE PROFESSIONAL PRACTICE OF HEALTH AND SOCIAL SERVICES TECHNCIANS AND PROFESSIONALS**

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#### **Scope**

1. From the date the collective agreement comes into force until March 30, 2020, the employer sets aside a budget from April 1 to March 31 of each year that is specifically earmarked for the development of the professional practice of employees in the health and social services technicians and professionals class of personnel.

#### **Budget**

2. This budget is equal to 0.25% of total payroll<sup>1</sup> for all employees in the bargaining unit.
3. The parties must agree in local arrangements on how the budget for the development of professional practice is to be used.

#### **Transitional clause**

4. For the 2016-2017 financial year, the budget is prorated to the period between the date the collective agreement comes into force and March 31, 2017.

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<sup>1</sup> Total payroll is the amount paid in the previous financial year as regular pay, leave with pay, sick leave and disability insurance, plus benefits paid as a percentage (vacation leave, statutory holidays and, if applicable, disability insurance) to part-time employees, as defined and appearing in the institution's annual financial report.

## LETTER OF AGREEMENT NO. 59

### **REGARDING CONDITIONS APPLICABLE TO EMPLOYEES WHO ARE MEMBERS OF A UNION THAT HAS WITHDRAWN ALL COMPLAINTS FILED WITH THE COMMISSION DES NORMES, DE L'ÉQUITÉ, DE LA SANTÉ ET DE LA SÉCURITÉ DU TRAVAIL (CNESST) IN THE FRAMEWORK OF THE EVALUATION OF THE 2010 AND 2015 PAY EQUITY AUDITS FOR EMPLOYEES IN THE NURSING AND CARDIO-RESPIRATORY CARE CLASS OF PERSONNEL**

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1. Only employees belonging to a union that before October 15, 2016 withdraws all complaints filed with the Commission des normes, de l'équité, de la santé et de la sécurité du travail (CNESST) in the framework of the evaluation of the 2010 and 2015 pay equity audits for employees in the nursing and cardio-respiratory care class of personnel are entitled to the following clauses of the collective agreement:
  - a) the increase in the number of hours in the work week from 36.25 to 37.50 for the group of nursing assistant job titles working in residential and long-term care centres as stipulated in Letter of Agreement no. 43 (Regarding overlapping periods between shifts of work for certain employees);
  - b) exceptions under Article 4 of Letter of Agreement no. 51 (Regarding pay relativity);
  - c) Letter of Agreement no. 56 (Regarding rankings of certain job titles for nursing and cardio-respiratory care employees);
  - d) The deployment of the program related to Bill 90 provided for in Article 6 of Letter of Agreement no. 27 (Regarding the stability of positions, local negotiations and the deployment of reserved activities stipulated in Bill 90).
2. If a union withdraws all the complaints covered by the first (1<sup>st</sup>) paragraph before October 15, 2016, employees in the group of nursing assistant job titles belonging to the union benefit from the provision on overlapping periods between shifts of work stipulated in paragraph a) of the first (1<sup>st</sup>) clause as of the date the collective agreement comes into force.

The amounts of retroactive pay stemming, if applicable, from the application of the preceding paragraph are payable to employees entitled to them or their heirs no later than ninety (90) days following the union's withdrawal of all its complaints.



**PART V**

**LETTER OF INTENT**

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## **LETTER OF INTENT NO. 1**

### **REGARDING THE GOVERNMENT AND PUBLIC EMPLOYEES RETIREMENT PLAN (RREGOP) FOR EMPLOYEES COVERED BY THE *ACT RESPECTING THE GOVERNMENT AND PUBLIC EMPLOYEES RETIREMENT PLAN***

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#### **1. Legislative and regulatory amendments**

The government undertakes to adopt the necessary draft regulations and propose legislative provisions to the National Assembly for adoption to make the changes to the Government and Public Employees Retirement Plan (RREGOP) set out in Articles 2 to 5.

These changes must apply to all participants (active participants and pensioners) for all their years of service.

#### **2. Reduction applicable in the event of early retirement**

For participants whose last day worked is July 1, 2020 or later, the reduction applicable if early retirement is taken is increased from 4.0% per year (0.33% per month) to 6.0% per year (0.5% per month).

#### **3. Eligibility for a pension without a reduction**

For participants whose last day of work is July 1, 2019 or later, the age of eligibility for a pension without a reduction is increased from 60 to 61 years.

For participants whose last day of work is July 1, 2019 or later, a new eligibility criterion for a pension without a reduction is added:

- Age plus years of service total 90, if the participant is at least 60 years old.

#### **4. Transitional clauses**

The changes set out in Articles 2 and 3 will not apply to people who have begun to reduce their work time under a phased retirement agreement with the meaning of clauses 85.5.1 to 85.5.5 of the *Act respecting the government and public employees retirement plan* before the date on which the bill resulting from this agreement is tabled in the National Assembly.

These same changes will not apply either to people who begin their reduction of work time in the framework of a phased retirement agreement in the 120 days following that date, providing that their work time corresponds to at least 20% of the regular time worked by a full-time employee.

#### **5. Maximum number of years of service for purposes of calculating the pension**

The maximum number of years of credited service that can be used to calculate the pension is gradually increased to 40 by December 31, 2018. Subject to what follows, these years guarantee the same benefits as preceding years.

- As of January 1, 2017, the number of years of service credited for pension calculation purposes that exceed 38 must be service worked or eligible for a buyback. No buyback of service prior to January 1, 2017 may result in the service credited for pension calculation purposes exceeding 38 years on January 1, 2017.
- No retroactive measure is allowed. Service exceeding 38 years of service credited for pension calculation purposes before January 1, 2017 cannot be recognized by either mandatory contributions or buybacks.
- The pension reduction applicable at age 65 (co-ordination with the QPP) does not apply to years of service credited for pension calculation purposes that exceed 35.
- Contributions are paid on any service earned as of January 1, 2017 that is over and above 38 years of credited service, up to a maximum of 40 years of credited service.

Regarding the revaluation of pension credits, the increase from 38 to 40 in the maximum number of years of service must neither increase nor reduce the number of years that would be revaluated if this measure did not exist.

The changes set out in Article 5 also apply to the Public Sector Superannuation Plan, the Teachers Pension Plan and the Pension Plan for Certain Teachers.