

**NATIONAL PROVISIONS OF THE COLLECTIVE AGREEMENT**

**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)**

**May 14, 2006  
March 31, 2010**

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**PART I**  
**ARTICLES**

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# ARTICLE 1

## DEFINITIONS

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### 1.01 Employee

Designates any person covered by the bargaining unit who works for the employer and receives remuneration for that work. This term also designates "a union officer on leave" as provided in Article 7 of this collective agreement.

An employee who temporarily fills a job outside the bargaining unit shall continue to be covered by the collective agreement. Notwithstanding, there may not be any grievance on the employer's decision to return her/him to her/his position.

### 1.02 Full-time employee

Designates an employee who works the number of hours provided in her/his job title.

For the purpose of applying this clause, employees on the recall list assigned to a full-time assignment expected to last for six (6) months or more shall be deemed to be full-time employees for this period. The parties may agree otherwise in local arrangements.

### 1.03 Part-time employee

Designates an employee who works fewer hours than the number provided in her/his job title. A part-time employee who occasionally works the total number of hours provided in her/his job title shall continue to have the status of a part-time employee.

### 1.04 Promotion

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

### 1.05 Transfer

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

### 1.06 Demotion

Designates the transfer of an employee from one position to another with a salary 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 or living together;



- c) who are living as if they were married and are the father and mother of the same child;
- d) of the same or opposite sex who have been living as if they were married for at least one (1) year.

### **1.08 Dependent child**

A child of an employee, of her/his spouse or of both, unmarried or not in a civil union and residing or 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 old or younger and attends a recognized educational institution as a duly registered full-time student;
- regardless of her/his age, becomes totally disabled at a time when she/he meets one of the above conditions and remains continuously disabled since that date.

### **1.09 Probation period**

All new employees shall undergo a probation period. An employee on probation period shall be entitled to all the benefits of this agreement, except the right to make use of the grievance procedure in the event of dismissal.

The terms and duration of the probation period are to be negotiated and agreed upon locally.

An employee shall acquire her/his seniority once her/his probation period has ended according to the terms of Article 12.

### **1.10 Displacement**

Whenever the term “displacement” is used, its definition is that which has been negotiated and agreed upon locally by the parties.

### **1.11 Position**

Whenever the term “position” is used, its definition is that which has been negotiated and agreed upon locally by the parties.

During a probation period or initial training, an employee who decides to return to her/his former position or who is asked to do so at the employer’s request, shall do so without prejudice to her/his vested rights in her/his former position.

### **1.12 Service**

Whenever the term “service” is used, its definition is that which has been negotiated and agreed upon locally by the parties.

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

Whenever the term “position temporarily without an incumbent” is used, its definition is that which has been negotiated and agreed upon locally.

#### **1.14 Recall list**

Whenever the term “recall list” is used, its definition is that which has been negotiated and agreed upon locally.

Before seeking an employee from outside the institution, the employer shall call upon the employees on the recall list, in accordance with the terms 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 the employees and, on the other hand, to define good working conditions for the employees in order to promote their security and welfare.

## ARTICLE 3

### GENERAL PROVISIONS

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**3.01** The employer shall implement the measures necessary to prevent accidents, ensure security and promote the employees' health.

**3.02** For the purposes of applying this collective agreement, neither management, nor the union, nor their respective representatives shall use threats, exercise constraint or discriminate against an employee on the basis of her/his 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 her/him by this collective agreement or the law.

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

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

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

**3.03** A married employee may work under her husband's name and/or her maiden name.

**3.04** An employee who is a member of the board of directors of a health and social services agency or council shall be given leave without loss of remuneration in order to attend agency or health and social services council board meetings, upon request to her/his immediate supervisor, who shall not deny the leave without a valid reason.

Upon request to her/his immediate supervisor, an employee who is a member of the board of administration of the institution shall be given leave 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 are an integral part of this collective agreement.

**3.06** Psychological harassment shall not be tolerated in any form. To this end, the employer and the union shall cooperate to prevent psychological harassment by implementing appropriate techniques of education and information, to be agreed upon locally by the 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** Notwithstanding the time limit prescribed under Clause 10.01, any complaint regarding psychological harassment must be filed within ninety (90) days of the last demonstration of such conduct.

## **ARTICLE 4**

### **MANAGEMENT RIGHTS**

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The union shall recognize the employer's right to exercise his/her 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 shall be called upon to interpret the meaning of that text.

**5.03** No special agreement on working conditions different from those provided in this collective agreement, and no special agreement on working conditions not provided in this agreement, between an employee and the employer, shall be valid unless it has received the union's written approval.

#### **5.04 Security guard**

A security guard shall 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 his/her representative, an employee may always consult her/his file as soon as possible, in the presence of a union representative if she/he so desires.

This file shall contain:

- her/his application form;
- her/his hiring form;
- all deduction authorizations;
- applications for promotions, transfers, demotions;
- copies of diplomas and attestations of studies or experience;
- health department reports sent to the personnel department;
- copies of disciplinary reports;
- copies of industrial accident reports.

#### **5.06 Disciplinary measures**

An employer who dismisses or suspends an employee shall, within the next four (4) calendar days, inform the employee in writing of the grounds for the dismissal or suspension.

The employer shall advise the union in writing of any dismissal or suspension within the time limit provided in the previous paragraph.

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

**5.08** The decision to dismiss or suspend shall be communicated within thirty (30) days of the incident giving rise to the decision or, at the latest, within thirty (30) days of when the employer becomes acquainted with all the facts relevant to the incident.

The thirty (30)-day time limit provided above shall not apply if the decision to dismiss or suspend is the result of a repetition of certain incidents or of chronic behaviour on the part of the employee.

#### **5.09 Resignation**

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

#### **5.10 Admission**

An admission signed by an employee may not be used against her/him 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 disclaimed in writing by the employee within seven (7) days of when it was signed.

#### **5.11 Administrative Measures**

An employer who implements an administrative measure which affects an employee's employment relationship, either definitively or temporarily, other than a disciplinary measure or layoff, shall, within the following four (4) calendar days, inform the employee in writing of the grounds and the essential facts which led to the measure.

The employer shall advise the union in writing of the measure imposed within the time limit provided above.

#### **5.12 Vacant and newly created positions**

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



## ARTICLE 6

### UNION SYSTEM AND UNION DUES CHECKOFF

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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, shall maintain their union membership for the duration of the collective agreement as a condition for maintaining their employment.

**6.02** All new employees shall become members of the union within ten (10) calendar days of their first day of work as a condition for maintaining their employment. Upon hiring, the employer shall inform employees of this provision.

**6.03** However, the employer shall not be obliged to dismiss an employee because the union has expelled her/him from its ranks. Nevertheless, the said employee shall remain subject to the stipulations of union dues checkoff.

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

When remitting dues, the employer shall prepare and provide a detailed statement of the names of employees whose dues have been deducted, their salary and the dues checked off.

It shall be the employer's responsibility to ensure that this clause is implemented in full.

**6.05** Upon receiving her/his written authorization, the employer shall deduct each new member's initiation dues as set by the union and remit them together with dues.

**6.06** If either party should request that the *Commission des relations du travail* rule on whether a person is included in the bargaining unit, the employer shall check off the employee's union dues or the equivalent until the Commission's decision has been handed down, and shall then remit them in compliance with that decision.

Said checkoff shall be carried out as of the beginning of the month following the filing of such a request.

It shall be the employer's responsibility to ensure that this clause is implemented in full.

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

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

## ARTICLE 7

### UNION LEAVE

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

The union shall provide 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 shall be 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, absent themselves from their work without loss of salary in order to attend conventions of the Confédération des syndicats nationaux (CSN), the Fédération de la santé et des services sociaux -- CSN (FSSS) and central councils, as well as FSSS federal councils (FSSS-CSN).

Union leaves shall not exceed the following number of days:

<b>Number of employees in the bargaining unit as of January 1st of each year</b>	<b>Number of paid union leave days per year</b>
1-50	20
51-100	25
101-200	30
201-300	40
301-400	50
401-500	60
501-600	70
601-700	75
701-800	80
801-900	85
901-1,000	90
1,001-1,200	95
1,201-1,500	100
1,501 and above	110

**7.03** Delegates appointed by the union may, upon written request by the union ten (10) calendar days in advance, absent themselves from their work without salary in order to take part in union activities.

However, the employer shall continue to pay the employee concerned remuneration equal to what she/he would receive if she/he were at work, providing that the union reimburses the pay, additional remuneration provided for in Article 5 of Appendix D, applicable premiums, fringe benefits and the employer's share of employee benefit plans. The reimbursement must occur within thirty (30) days of the employer's claim.

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

**7.05** In the event that, for an unforeseeable or urgent reason, the ten (10) calendar days of notice provided in clauses 7.02 and 7.03 cannot be given, the union shall indicate in writing the reasons for which the ten (10) days of notice could not be respected.

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

**7.06** The employer shall grant union leave, without loss of salary, to an employee or employees designated by the union for any internal union business.

Such union leaves, except those provided for in clauses 7.07, 7.11, 7.12, 7.13 and 7.14, are deducted from the annual bank of union leave days for which the following limits shall apply:

<b>Number of employees in the bargaining unit as of January 1st of each year</b>	<b>Number of paid union leave days per year</b>
50-99	26
100-299	52
300-749	104
750-1,549	156
1,550 and above	208

In cases where the bargaining unit has less than fifty (50) members, a local union representative may be granted leave, without loss of salary, upon approval from the employer or his representative.

**7.07** Union representatives may be granted union leave to meet with establishment authorities, by appointment.

**7.08** Union representatives may also be granted leave to meet with employees in the establishment during working hours in the event of grievances that must be discussed or investigations of working conditions, following a request to the personnel manager or his/her representative with a five (5)-day prior notice. The union representatives and concerned employees shall not incur any loss of pay as a result of such meetings.

**7.09** Upon making a request to the personnel manager or his representative five (5) days in advance, the external union representative may meet any employee covered by the certification, within the establishment, in an office reserved for this purpose, during working hours, without any loss of salary for the employee.

**7.10** The employer shall provide the union with a suitable office which 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.

In the event that the office cannot be used exclusively for union purposes, the employer shall provide the union with a filing cabinet that locks.

**7.11** The union representative, the concerned employee and the witnesses in an arbitration case shall be given leave without loss of pay.

Notwithstanding, witnesses shall only be absent from their work for the time deemed necessary by the arbitrator.

**7.12** In the event of collective grievances, the group shall be 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 called upon by the committee to take part in its work, shall be entitled, upon notice to her/his employer, to absent herself or himself without 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 arrangement sessions, the employer shall grant leave without loss of pay to employees designated by the union.

The number of employees to be granted union leave is as follows:

<b>Number of employees in the bargaining unit as of January 1st of each year</b>	<b>Number of employees to be granted union leave</b>
1-250	2
251-1,000	3
1,001 and above	4

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

**7.15** For the purpose of applying this article, an employee who is granted leave without loss of pay shall receive remuneration equal to what she/he would have earned had she/he been at work.

**7.16** When a part-time employee is granted paid union leave, such leave shall be considered for the purpose of calculating salary insurance benefits as well as benefits provided for under parental rights and job security in case of a layoff.

**7.17** The period of reference for the purpose of applying the union leave quanta is from April 1<sup>st</sup> to March 31<sup>st</sup>.

For the period between May 14, 2006 and March 31, 2007, the number of annual union leave days must be adjusted to take this period into account.

**7.18** Any employee called upon by the union, the FSSS-CSN or the CSN to assume permanent union duties (three (3) months minimum) shall retain the seniority and the vested rights she/he had on the date of her/his departure.

The union shall request this leave without pay in writing at least fifteen (15) days in advance and shall provide the employer with details as to the nature and probable length of her/his absence.

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

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

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

**7.22** Notwithstanding, if the position the employee held at the time of going on leave is no longer available, the employer shall offer her/him 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 she/he were at work, providing that she/he 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 she/he pays the entire premium every month for the insurance and/or pension plan and if the contract clauses allow her/him to do so.

Subject to the provisions of clause 23.14, her/his participation in the basic health insurance plan is compulsory and she/he must pay the full amount of the required contributions and premiums.

**7.25** An employee shall be granted paid or unpaid union leave as prescribed by the collective agreement, as long as the employer is able to ensure the continuity of services and that such leave does not entail additional costs for the employer.

## **ARTICLE 8**

### **REMUNERATION**

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**8.01** The employee receives the salary provided in the scale for her/his job title, unless it is agreed otherwise between the parties at the national level.

**8.02** In the case of a temporary displacement, the employee shall not suffer any reduction in salary.

**8.03** Any provision intended to grant a pay guarantee or non-reduction in salary shall be interpreted as granting an hourly salary guarantee or non-reduction of hourly salary. Notwithstanding, the non-reduction in salary shall be on a weekly basis if an employees bumps another employee who has the same status.

No employee shall suffer a reduction in salary as the result of a promotion or a transfer.

**8.04** An employee who is promoted shall, as of the first day in her/his new job title, receive the salary provided in the scale for that job title that is immediately higher than the one she/he received in the job title she/he left.

If the salary received by an employee in her/his new job title in the twelve (12) months following a promotion is less than what she/he would have received in the job title she/he left, she/he shall, from that date on until she/he advances through the scale on the anniversary of her/his promotion, receive the salary she/he would have received in the job title she/he left.

**8.05** In the case of a demotion, an employee shall be located in her/his new salary scale at the echelon that corresponds to her/his years of service in the institution.

**8.06** In the case of a promotion, the date of the statutory increase shall be the anniversary date of her/his promotion.

**8.07** In the case of a transfer or a demotion, the date of the statutory increase shall be the anniversary of her/his hiring date.

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

**8.09** Upon a change of shifts, a minimum period of sixteen (16) hours must always elapse between the end and the resumption of work, failing which the employee shall be remunerated at time-and-a-half for the hours worked within the sixteen (16) hour period.

**8.10** An employee on steady evening or night shifts assigned to a day shift for the purpose of acquiring training, skills or practical experience required in her/his functions on the evening or night shifts, shall receive remuneration for the training period equivalent to what she/he would have received had she/he stayed on evening or night shifts.

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

**8.11** An employee who works at different positions during a week shall receive the salary of the highest-paid position, providing she/he has worked in this position for half the normal work week.

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

**8.12** An employee who works at different positions in the course of one (1) week but is not covered by the benefits of clause 8.11 shall receive the salary of the highest-paid position for the hours worked in this position, providing she/he has worked at it for the equivalent of one (1) regular day of work.

The equivalent of one regular day of work shall include a minimum period of two (2) consecutive hours.

**Part-time employee**

**8.13** A part-time employee shall be entitled to all the provisions of this collective agreement.

**8.14** Her/his earnings shall be calculated in proportion to the hours worked.

**8.15** Statutory holidays and annual leave for a part-time employee shall be calculated and paid as follows:

1- Statutory holidays:

5.7 % applicable on:

- salary, premiums<sup>1</sup> and additional remuneration provided for in Article 5 of Appendix "D", paid with each pay cheque;
- the salary that she/he would have received had she/he not been absent on unpaid sick leave when she/he was scheduled to work in her/his position or on an assignment;

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

2- Annual 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 shall apply on:

- salary, premiums <sup>1</sup> and additional remuneration provided for in Article 5 of Appendix D;
- the salary that she/he would have received had she/he not been absent on unpaid sick leave when she/he was scheduled to work in her/his position or on an assignment;
- the salary used to establish maternity, adoption and protective leave benefits;
- the salary used to establish salary 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 shall deduct the amount that the employee has indicated is to be deducted for contributions to Fondaction, Bâtirente or both. This deduction may be a flat amount or a percentage of each pay cheque or a single annual amount. If the payroll system allows it, the employer shall adjust the income taxes deducted at the source as permitted by tax regulations.

The employer shall stop 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 shall remit 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 shall be sent to the union

**8.18** The employer shall not be held accountable for any damages in the event of deeds or omissions he may commit 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 soon as possible, as soon as he is informed of the deed or omission.

### **Job titles, descriptions and salary scales**

**8.19** The job titles, job descriptions and salary rates and scales are provided in the document "List of job titles, descriptions and salary rates and scales in the Health and Social Services network." This document constitutes an integral part of the collective agreement.

The job descriptions present the main characteristics of the job titles. No stipulation of the List of job titles, descriptions and salary rates and scales shall prevent an employee from being required to perform the duties she/he is authorized to perform by the professional order to which she/he is affiliated.

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<sup>1</sup> The evening, night and weekend premiums shall not be taken into account.



**8.20** The employer shall pay employees the salaries provided for their job titles in the “List of job titles, 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 that provided in each of the job titles. However, the local parties may agree to a different work allocation as long as the average number of days and hours of work corresponds to 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 shall be the one that was provided for the job title or the position in the 2000-2003 collective agreement. However, the work week applicable to an employee in the nursing and cardio-respiratory care category covered by Schedule 1 of the Act respecting bargaining units in the social affairs sector (R.S.Q., chapter U-0.1 and working in a health and social services centre, may be of 35 hours, 36.25 hours, or any number of hours between 35 and 36.25.

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 provided in the job title list.

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 said job title in order to include the new prescribed number of weekly hours of work, as allowed under clause 31.02.

### **8.23 Integration into the salary scale**

An employee in the service of the institution on the date this collective agreement comes into force shall be integrated into the salary scale provided for her/his job title, at the echelon corresponding to that which she/he had on the salary scale in effect on the date the previous collective agreement ended.

An employee who, prior to the date this collective agreement comes into force, took on duties that corresponded to one of the new job titles shall be integrated into the salary scale provided for her/his 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 shall be integrated at the echelon corresponding to the number of years of experience recognized according to the provisions of Article 17 (Years of prior experience), on the salary scale provided for her/his position

### **8.24 Application of salary scales**

As of April 1 of each year, an employee shall be classified in the salary scale which becomes applicable on that date at the echelon corresponding horizontally to the one she/he had on the preceding March 31.

## **Advancement through salary scales**

**8.25** If the number of echelons on the salary scale so permits, each time an employee completes one year of service in her/his job title, she/he shall advance to the echelon above the one she/he had.

For the purpose of applying the previous paragraph, each day of work for a part-time employee shall equal 1/225th 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 shall equal 1/224th, 1/223rd, 1/222nd, 1/221st or 1/220th year of service.

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

However, the year or fraction of a year of service so acquired as well as days of work accumulated during 1983 shall not be credited when determining an employee's date for advancement to the next echelon on the salary scale.

**8.26** For a part-time employee, days worked since January 1, 1989 in the same job title in another institution in the system shall be recognized for the purpose of advancing through the salary scale. She/he may request a written attestation of days worked from each employer once each calendar year.

When the number of days so accumulated equals one year of service, the employee shall, as of the date the attestation is remitted, be credited with one year of service for the purpose of advancing through the salary scale.

Each day of work shall equal 1/225th 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 shall equal 1/224th, 1/223rd, 1/222nd, 1/221st or 1/220th year of service.

However, in no case shall the application of this clause permit 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 shall:

- a) specify the job title of each employee 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 shall be retroactive to the date the employee began to perform the duties which warranted her/his reclassification, but shall not in any case be 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 and salary scales are increased is higher than the flat rate or maximum of the salary scale in effect for her/his job title shall, on the date that rates and salary scales are increased, benefit from 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 echelon at the top of the scale corresponding to her/his 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-scale on March 31 of the previous year a salary that on April 1 is lower than the maximum echelon of the scale or the flat rate of pay corresponding to her/his job title or class, this minimum rate of increase shall be raised to the percentage necessary to enable such an employee to reach the echelon of this salary scale or flat rate.

C) The difference between the percentage increase in the maximum echelon of the salary 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, shall be paid as a lump-sum amount calculated on the basis of her/his 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** The employee concerned by the provisions concerning the exemptions provided under clause 29 and the following clauses of Appendix 4 of the Act respecting conditions of employment in the public sector and who is considered to be outside of the salary rates or scales, shall be subject to the following provisions:

1- The difference between the salary she/he received before reclassification and the new salary she/he is entitled to shall be paid to her/him as a lump-sum payment during the first three (3) years following the reclassification.

2- Two-thirds (2/3) of the difference between the salary she/he received before reclassification and the new salary she/he is entitled to in the fourth (4<sup>th</sup>) year shall be paid to her in the same manner during that fourth (4<sup>th</sup>) year.

3- One-third (1/3) of the difference between the salary she/he received before reclassification and the new salary she/he is entitled to in the fifth (5<sup>th</sup>) year shall be paid to her/him during that fifth (5<sup>th</sup>) year.

4- The amount of the lump-sum shall be divided up and paid with each pay period, on a prorata basis of the number of hours worked during the pay period.

5- The lump-sum is considered to be part of the salary for the purpose of applying the following provisions of the collective agreement:

- a) to calculate benefits pertaining to the parental rights plan;
- b) to calculate salary insurance benefits;
- c) to calculate compensation in case of a layoff;
- d) provisions granting an employee on leave of absence the same salary she/he would receive if she/he were working;
- e) provisions granting a part-time employee a percentage of her/his salary as remuneration for the different types of leave provided in the collective agreement.

### **8.31 Salary rates and scales increases**

Salary rates and scales applicable to employees, as they appear in the List of job titles, shall be increased by 2% on April 1 of each year for 2006, 2007, 2008 and 2009.

### **8.32 Premium increases**

Premiums shall be increased by 2 % on April 1st of each year in 2006, 2007, 2008 and 2009.

These increases shall not result in changing the percentage rates of premiums paid in that form.

The rates for such premiums are given in the collective agreement.

However, the following premiums shall not be increased:

- the seniority premium;
- the supplement of \$5.00 payable to the nuclear medicine technologist (radio-isotopes) employed on December 5, 1969;
- the \$2.00 differential payable to nursing assistants or graduate nursing assistants in the Québec City region entitled to it on December 5, 1969;
- the monetary compensation for loss of a salary echelon after obtaining post-graduate training for technicians and nurses employed on December 5, 1969.

### **8.33 Remuneration on Christmas and New Year's Day**

An employee working on Christmas day or New Year's day shall receive her/his salary as provided in her/his salary scale, increased by fifty percent (50%).

### **8.34 Special provision**

Notwithstanding the phrases "as if she/he were working", "without loss of salary", or any other wording of the same nature contained in this collective agreement, evening, night and weekend shift premiums shall only be considered or paid if those shifts are actually worked.

## ARTICLE 9

### PREMIUMS

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#### 9.01 Seniority premium

Employees with ten (10) years' seniority or more shall have a raise in salary of five dollars (\$5.00) per week.

However, an employee whose salary is higher than the scale provided for in the collective agreement shall receive only the difference between her/his salary scale and the above-mentioned amount.

This article shall not apply in the case of employees whose scales have ten (10) echelons or more. However, for such employees whose scales have ten (10) echelons or more, and for retroactivity calculation purposes only, the seniority premium shall not be considered as being part of the salary.

#### 9.02 Group leader premium

Person who, under the direction of the service head and while working herself or himself, sees to the training and co-ordination of the work of a group of employees in her/his category.

This employee shall receive a weekly premium of:

<b>Rate 2006-04-01 to 2007-03-31 (\$)</b>	<b>Rate 2007-04-01 to 2008-03-31 (\$)</b>	<b>Rate 2008-04-01 to 2009-03-31 (\$)</b>	<b>Rate from 2009-04-01 (\$)</b>
23.92	24.40	24.89	25.39

more than the maximum of the scale for her/his job title, except in the case of job titles with six (6) echelons or more, in which case the premium shall be added to the salary actually paid to the employee.

#### 9.03 Assistant group leader premium

Person who shares the responsibilities of the group leader and replaces her/him in her/his absence.

This employee shall receive a weekly premium of:

<b>Rate 2006-04-01 to 2007-03-31 (\$)</b>	<b>Rate 2007-04-01 to 2008-03-31 (\$)</b>	<b>Rate 2008-04-01 to 2009-03-31 (\$)</b>	<b>Rate from 2009-04-01 (\$)</b>
14.33	14.62	14.91	15.21

more than the maximum of the scale for her/his job title, except in the case of job titles with six (6) echelons or more, in which case the premium shall be added to the salary actually paid to the employee.

**9.04** The duties of group leaders and assistant group leaders shall be granted according to the criteria provided for the provisions respecting voluntary transfers. However, applications for these duties shall be limited to employees in the category for which such duties are required.

**9.05 Evening and night shift premiums**

Evening or night shift premiums, whichever is applicable, shall be as follows:

**1- Employee working her/his entire shift between 2:00 p.m. and 8:00 a.m.**

Each time, said employee shall receive an evening or night shift premium, whichever is applicable, in addition to her/his salary:

A) Evening shift premium

The evening shift premium shall be the greatest of either four per cent (4%) of the employee's daily salary plus, where applicable, the responsibility premium or supplement and the additional remuneration provided for in Article 5 of Appendix D, or the following rate:

<b>Rate 2006-04-01 to 2007-03-31 (\$)</b>	<b>Rate 2007-04-01 to 2008-03-31 (\$)</b>	<b>Rate 2008-04-01 to 2009-03-31 (\$)</b>	<b>Rate from 2009-04-01 (\$)</b>
4.96	5.06	5.16	5.26

B) Night shift premiums

Except for employees covered by Appendix L, the premiums shall be as follows:

- for an employee with between 0 and 4 years of seniority, eleven per cent (11%) of her/his daily salary plus, where applicable, the responsibility premium or supplement and the additional remuneration provided in Article 5 of Appendix D;
- for an employee with between 5 and 10 years of seniority, twelve per cent (12%) of her/his daily salary plus, where applicable, the responsibility premium or supplement and the additional remuneration provided in Article 5 of Appendix D;
- for an employee with 10 or more years of seniority, fourteen per cent (14%) of her/his daily salary plus, where applicable, the responsibility premium or supplement and the additional remuneration provided in Article 5 of Appendix D.

For full-time employees working steady night shifts, the parties may agree in local arrangements to convert some or all of the premiums provided above into time off,

providing such arrangements do not entail any additional costs. The rate for converting the night shift premium into paid days off shall be established as follows:

- 11% equals 22.6 days;
- 12% equals 24 days;
- 14% equals 28 days.

**2- Employee who works only part of her/his shift between 7:00 p.m. and 7:00 a.m.**

In addition to her/his salary, said employee shall receive an hourly premium for each hour worked:

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

The premium shall be the greater of either four per cent (4%) of the employee's hourly rate of pay plus, where applicable, the responsibility premium or supplement and the additional remuneration provided in Article 5 of Appendix D, or the following rate:

Rate 2006-04-01 to 2007-03-31 (\$)	Rate 2007-04-01 to 2008-03-31 (\$)	Rate 2008-04-01 to 2009-03-31 (\$)	Rate from 2009-04-01 (\$)
0.71	0.72	0.73	0.74

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

The premium shall be as follows:

- for an employee with between 0 and 5 years of seniority, eleven per cent (11%) of her/his hourly salary rate plus, where applicable, the responsibility premium or supplement and the additional remuneration provided in Article 5 of Appendix D;
- for an employee with between 5 and 10 years of seniority, twelve per cent (12%) of her/his hourly salary rate plus, where applicable, the responsibility premium or supplement and the additional remuneration provided in Article 5 of Appendix D;
- for an employee with 10 or more years of seniority, fourteen per cent (14%) of her/his hourly salary rate plus, where applicable, the responsibility premium or supplement and the additional remuneration provided in Article 5 of Appendix D.

**9.06 Weekend premium**

The weekend premium shall be equal to four per cent (4%) of the hourly rate of pay plus, when applicable, the responsibility premium or supplement and the additional remuneration provided in Article 5 of Appendix D. The said premium shall be paid to an employee required to work a full shift between the beginning of the evening shift on Friday and the end of the night shift on Monday.

**9.07** The weekend, evening and night shift premiums shall only be taken into account or paid when the inconvenience is incurred.

**9.08 Split shift premium**

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

<b>Rate 2006-04-01 to 2007-03-31 (\$)</b>	<b>Rate 2007-04-01 to 2008-03-31 (\$)</b>	<b>Rate 2008-04-01 to 2009-03-31 (\$)</b>	<b>Rate From 2009-04-01 (\$)</b>
3.28	3.35	3.42	3.49

per day, in addition to her/his regular salary.

**9.09 Premium for sorting soiled linen**

An employee who, in a laundry service, is assigned on a continuous basis to the sorting and dispatching of soiled linen to the washing room shall receive, in addition to her/his regular salary, a weekly premium of:

<b>Rate 2006-04-01 to 2007-03-31 (\$)</b>	<b>Rate 2007-04-01 to 2008-03-31 (\$)</b>	<b>Rate 2008-04-01 to 2009-03-31 (\$)</b>	<b>Rate from 2009-04-01 (\$)</b>
21.80	22.24	22.68	23.13

An employee who is assigned in a non-continuous manner shall receive, in addition to her/his salary, an hourly premium of:

<b>Rate 2006-04-01 to 2007-03-31 (\$)</b>	<b>Rate 2007-04-01 to 2008-03-31 (\$)</b>	<b>Rate 2008-04-01 to 2009-03-31 (\$)</b>	<b>Rate from 2009-04-01 (\$)</b>
0.40	0.41	0.42	0.43

for each hour spent performing said duties.



**9.10 Premium for operating an incinerator**

A weekly premium of:

<b>Rate 2006-04-01 to 2007-03-31 (\$)</b>	<b>Rate 2007-04-01 to 2008-03-31 (\$)</b>	<b>Rate 2008-04-01 to 2009-03-31 (\$)</b>	<b>Rate from 2009-04-01 (\$)</b>
12.07	12.31	12.56	12.81

shall be paid to an employee who, within an area specifically designated for this purpose, is continuously assigned to the operation and maintenance of an incinerator.

**9.11 Training premium (Youth Centre)**

A full-time employee working for the employer on the date this collective agreement comes into force shall receive a training premium every time she/he successfully completes a fifteen (15)- credit segment of the programme leading to a diploma in Social Work (T.A.S.), in the amount of:

<b>Rate 2006-04-01 to 2007-03-31 (\$)</b>	<b>Rate 2007-04-01 to 2008-03-31 (\$)</b>	<b>Rate 2008-04-01 to 2009-03-31 (\$)</b>	<b>Rate from 2009-04-01 (\$)</b>
446.00	455.00	464.00	473.00

An employee with the title Social Aide, Social Assistance Technician or Contributions Technicians shall receive, each time she/he successfully completes thirty (30) credits, an additional echelon in her/his salary scale.

However, should an employee be granted an additional echelon following the completion of a portion or the totality of the 15 credits, she/he may not receive the training premium provided for in the first paragraph of the present clause.

The premium shall only be paid once for the same credits completed.

Equivalence and exemptions shall not be considered.

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

## ARTICLE 10

### DISPUTE SETTLEMENT

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In the event of grievances or disagreements concerning employees' working conditions, the employer and the union shall comply with the following procedure:

**10.01** The employee, acting alone or accompanied by one or more union representatives, shall, within thirty (30) calendar days of learning of the facts from which a grievance arises, but within a period not exceeding six (6) months from the occurrence leading to the grievance, submit it in writing to the person in charge of personnel or her/his representative. The latter shall give the person filing the grievance a response in writing within the following five (5) calendar days.

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

The thirty (30) day and six (6) month time limits, as well as the ninety (90)-day time limit provided in clause 3.09, as the case may be, are mandatory.

**10.02** Notwithstanding, an employee shall have six (6) months from the time of the occurrence giving rise to a grievance to submit her/his grievance in writing to the person in charge of personnel or her/his representatives in the following cases, as well as the corresponding provisions in the appendices:

- 1- years of past experience;
- 2- salaries and job titles;
- 3- premiums;
- 4- amount of salary insurance benefits;
- 5- eligibility for salary insurance benefits.

**10.03** If several employees together or the union as such deem they have been wronged, the union may submit a written request for an investigation and ruling, by complying with the procedure set out above.

**10.04** The date of the latest occurrence which led to the grievance shall be deemed to be the starting date for calculating the six (6) month time limit.

**10.05** The filing of a grievance under the terms of clause 10.01 shall in itself constitute a request for arbitration.

**10.06** An employee who leaves the employer's service before receiving the total sums due to her/him by virtue of this collective agreement may claim said sums in accordance with the grievance and arbitration procedure.

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

#### **Recourse in the event of excessive workload**

**10.08** A Workload Committee shall be struck within sixty (60) days of when the collective agreement comes into force.

**10.09** Said committee shall be composed of a maximum of three (3) members appointed by the employer and a maximum of three (3) members appointed by the union.

**10.10** The committee's role shall be to study employees' complaints about their workload.

**10.11** The Workload Committee shall meet at the request of either party within five (5) days of receipt of a written complaint.

**10.12** The committee shall render a written decision within twenty (20) days of the request for a meeting, if the request arises from a complaint by one employee, and within twenty-five (25) days, if it was made by more than one employee. Each party has one vote in rendering the decision.

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

**10.14** The parties may proceed before an arbitrator they have agreed upon or, following a request to the registrar, before an arbitrator appointed by the Registry from the list of arbitrators drawn up for this purpose.

**10.15** The hearing shall be held before an arbitrator in a case involving one employee, and before an arbitrator with assessors appointed by each party in other cases.

**10.16** The arbitrator shall determine whether there is a work overload (excessive workload) and shall order the employer to correct the situation where necessary. The way of doing so shall be up to the employer.

**10.17** The arbitrator shall have twenty (20) days from the day of the hearing to render his decision.

**10.18** At the union's request, the arbitrator shall sit between the thirtieth (30th) and sixtieth (60th) day following the ruling to determine whether the measures implemented by the employer have in fact eliminated the work overload (excessive workload). If they have not, the arbitrator shall recommend to the employer measures to be implemented to eliminate the overload (excessive workload).

**10.19** For the purposes of applying this section, an overload (excessive workload) shall be measured in comparison to the workload that is usually required in the institution.

**10.20** The time limits provided in this section may be modified if the parties so agree.

## ARTICLE 11

### ARBITRATION

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**11.01** If the parties have not arrived at a satisfactory settlement by the expiry of the five (5)-day time limit mentioned in clause 10.01, either party may demand that the grievance or disagreement be heard in arbitration, by sending the other party a notice.

The parties must meet in order to attempt to settle the grievance before the date on which the arbitration has been scheduled.

If, by the time of arbitration, the prior meeting has not yet taken place, the arbitrator may require that such a meeting be held, without however postponing the hearing.

**11.02** The parties must proceed in accordance with the summary procedure, unless they agree otherwise, for the following matters provided for in 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 vacation;
- 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 the other matters the parties may agree to proceed in accordance with the summary procedure or, if not, in accordance with the regular procedure.

**11.03** The hearing shall take 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 shall strive to agree on the choice of an arbitrator. The arbitrator shall be appointed for a period of two (2) years from the time the parties agree on the choice.

Failing agreement on the choice of an arbitrator, either of the parties 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 shall appoint an arbitrator from the list of arbitrators set out in the collective agreement. The registrar must appoint them, in rotation, in accordance with the availability stated for the summary procedure, and assign them first in accordance with the following three (3) regional lists:

Eastern Sector

Beaulieu, Francine  
Côté, Gabriel M.  
Desnoyers, Gilles  
Gagnon, Denis  
Girard, Carol  
Gauvin, Jean  
Ménard, Jean-Guy  
Morency, Jean M.  
Poulin, Marc  
Sexton, Jean  
Tremblay, Denis  
Truchon, André

Central Sector

Dubé, Jean-Louis  
Gagnon, Huguette  
Guertin, Maurice  
Ladouceur, André  
Lavoie, Jean-Marie  
Morin, Marcel  
Provençal, Denis  
Roy, Léonce E.  
Turcotte, René L.

Western Sector

Abramowitz, Marc  
Bergeron, André  
Blais, François  
Boisvert, Marc  
Brault, Serge  
Bolduc, Michel  
Clément, Jean-Guy  
Corbeil, Gilles  
Corriveau, Alain  
Courtemanche, Louis B.  
Dubois, André  
Durand, Jean-Yves  
Faucher, Nathalie  
Foisy, Claude H.  
Fortier, Diane  
Frumkin, Harvey  
Gagnon, Jean-Denis  
Gravel, Marc  
Guay, Richard  
Hamelin, François  
Jobin, Carol  
Laberge, Denis  
Lalande, Serge  
Laplante, Pierre  
Larouche, Viateur  
Lavoie, Gilles  
Lussier, Jean-Pierre  
Nadeau, Denis  
Rousseau, André  
Tousignant, Lyse  
Tremblay, Jean-Pierre

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

At the end of an arbitrator's two (2)-year mandate, the parties shall agree to renew the arbitrator's mandate or give the mandate to another arbitrator. Failing agreement, the provisions of the second (2nd) and third (3rd) paragraphs of this clause shall apply.

**11.05** Hearings on grievances under this procedure shall be limited to one day per grievance.

**11.06** The arbitrator shall hear the dispute on the merits before rendering a decision on a preliminary objection, unless he/she is able to rule on the objection immediately; afterwards, at the request of either party, he/she must give the reasons for his/her decision in writing.

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

**11.08** The arbitrator shall hold the hearing within fifteen (15) days of the date on which the case was assigned to him/her and shall render his/her decision in writing within fifteen (15) days following the hearing.

**11.09** The arbitrator's ruling shall constitute a specific case.

**11.10** The arbitrator chosen in accordance with the summary procedure shall have the powers conferred upon him/her by the Labour Code

### **Regular procedure**

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

**11.12** The principal duty of the assessors appointed by each party, if applicable, shall be 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 agreement rather than proceed before 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 definitely affecting her/his employment relationship, or a disciplinary or administrative suspension of five (5) days or more, the following procedure shall apply:

At least thirty (30) days before the date of the hearing, the parties shall hold a preparatory conference by telephone in which the arbitrator participates. The following elements shall be 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 the expert opinions and the experts called to testify, if applicable;
- 5- the expected duration of the evidence;
- 6- admissions;
- 7- preliminary objections;
- 8- ways of proceeding quickly and efficiently at the hearing, including the scheduled dates of hearing.

Should it become necessary for a party to make a change in 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 shall lie 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, and may, if applicable, determine the amount of compensation and damages to which an unfairly treated employee is entitled.

**11.19** In any case involving an administrative measure as provided in clause 5.11, the arbitrator may:

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

**11.20** In the event of a grievance concerning the criteria for the attribution of a position, the burden of proof shall lie with the employer.

**11.21** If the arbitrator rules that a sum of money should be paid, he/she may order that said sum bear interest at the legal rate as of the date on which the grievance was filed or the date on which said sum became payable, but never retroactive to a date preceding the filing of the grievance.

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

**11.23** In the case of a grievance involving a claim for a sum of money, the union may first ask the arbitrator in the case to rule on the entitlement without being obliged to establish the sum of money being claimed. If it is ruled that the grievance is partly or entirely founded and if the parties cannot agree on the sum to be paid, simple written notice to the arbitrator shall require the arbitrator to render a final decision, with a copy of the notice being sent to the other party. In such a case, the provisions of this article shall apply.

**11.24** The arbitrator shall decide, on the basis of the evidence, the date on which the employee learned of the event which led to the grievance if that date is challenged.

**11.25** Under no circumstances shall the arbitrator have the power to modify the text of this collective agreement.

**11.26** The arbitrator and assessors, if applicable, shall possess the powers conferred upon them by the Labour Code

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

### **Registry (Court rolls)**

**11.28** A Registry shall be established to administer the arbitration of grievances.

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

**11.30** The chief arbitrator and the arbitrators shall, for the duration of the collective agreement, be the following persons:

**CHIEF ARBITRATOR:** François Hamelin

**ARBITRATORS:**

Abramowitz, Marc	Gravel, Marc
Bergeron, André	Guay, Richard
Beaulieu, Francine	Guertin, Maurice
Blais, François	Hamelin, François
Boisvert, Marc	Jobin, Carol
Bolduc, Michel	Laberge, Denis
Brault, Serge	Ladouceur, André
Clément, Jean-Guy	Lalande, Serge
Corbeil, Gilles	Laplante, Pierre
Corriveau, Alain	Larouche, Viateur
Côté, Gabriel M.	Lavoie, Gilles
Courtemanche, Louis B.	Lavoie, Jean-Marie
Desnoyers, Gilles	Lussier, Jean-Pierre
Dubé, Jean-Louis	Ménard, Jean-Guy
Dubois, André	Morency, Jean M.
Durand, Jean-Yves	Morin, Marcel
Faucher, Nathalie	Nadeau, Denis
Foisy, Claude H.	Poulin, Marc
Fortier, Diane	Provençal, Denis
Frumkin, Harvey	Rousseau, André
Gagnon, Denis	Roy, Léonce E.
Gagnon, Huguette	Sexton, Jean
Gagnon, Jean-Denis	Tousignant, Lyse
Gauvin, Jean M.	Tremblay, Denis
Girard, Carol	Tremblay, Jean-Pierre
	Truchon, André
	Turcotte, René L.

or any other person on whom the parties agree.

In the event of a vacancy, the chief arbitrator shall appoint a new registrar after consultation with the parties.

**11.31** The registrar shall be Lise Labelle. She shall be responsible for administering the Registry and its budget, after consultation with the parties and the chief arbitrator.

In the event of a vacancy, the chief arbitrator shall appoint a new registrar after consultation with the parties.



**11.32** The registrar shall obtain a monthly list of each arbitrator's availability. For the purpose of consultation and in order to set the arbitration rolls, the registrar shall regularly call the representatives appointed by each national party to a meeting (in general, once a month). The chief arbitrator shall chair these meetings and shall appoint an arbitrator for each arbitration case.

**11.33** The registrar shall set the date of the hearing, proceeding in the chronological order of the receipt of the notice provided in clause 11.15. Notwithstanding, the parties may agree otherwise. Grievances on dismissals, suspensions of five (5) days or more, grievances concerning the creation of merged positions, grievances concerning contracting out, grievances concerning the choice of the applicable provision from those provided in clauses 14.01 to 14.07 as well as those concerning the reassignment procedure within an institution provided in clause 15.05 shall be heard first, immediately followed by those filed under clauses 10.08 to 10.20.

**11.34** The registrar shall advise the parties of the arbitrator's name and the date of the hearing. The arbitrator may peremptorily convene the parties to 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 shall not be borne by the union.

#### **Arbitration costs**

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

**11.38** Arbitration fees and costs shall be borne by the party that has filed the grievance if the grievance is dismissed, by the party to which the grievance was submitted if the grievance is upheld, or by the party that withdraws the grievance.

**11.39** When a grievance is only partially upheld, the arbitrator shall determine the proportion of arbitration expenses and fees to be covered by each of the parties.

**11.40** In case of a settlement, the arbitrator's fees and expenses shall be shared by both parties equally.

**11.41** In case of a disagreement other than a grievance submitted to a third-party for a decision, the fees and expenses of such third-party shall be shared equally between the employer and the union.

**11.42** In any case, the party requesting the postponement of a hearing shall bear the fees and expenses resulting from such postponement. However, if the request is made jointly, such fees shall be shared equally by the parties.

**11.43** However, in the case of a grievance procedure that began before December 16, 2005, the rules in effect before that date shall be applied to determine responsibility for arbitration fees and expenses.

**11.44** Fees and expenses payable to the arbitrator are those provided in the Regulation respecting the remuneration of arbitrators (R.S.Q., chapter 27, R.4.3) or those declared by the arbitrator under the terms of these regulations.

## ARTICLE 12

### SENIORITY

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#### Application

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

**12.02** An employee may exercise her/his seniority rights for any position included in the bargaining unit in accordance with the rules set out in this collective agreement.

**12.03** Seniority shall be expressed in calendar years and days.

#### Acquisition

**12.04** An employee may exercise her/his seniority rights once her/his probation period has been completed.

**12.05** Once her/his probation period has been completed, a full-time employee's first day of service shall be used as the starting date for calculating her/his seniority.

**12.06** A part-time employee's seniority shall be calculated in calendar days. To this end, she/he is entitled to 1.4 days of seniority for a regular day of work scheduled in her/his job title, a day of annual leave (vacation) that is taken or a statutory holiday. For the purpose of calculating statutory holidays, 1.4 day of seniority shall be added to her/his 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 as provided for the job title, for each day worked she/he shall be entitled to the product of the number of hours worked in proportion to the hours of a regular day of work provided 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 per fiscal year (from 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 elapsed between April 1 and the date on which the comparison is made.

#### Retention and accumulation

**12.08** A full-time employee shall retain and accumulate her/his seniority in the following cases:

- 1- layoff, in the case of an employee entitled to the provision 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 by the provisions of the *Act respecting industrial accidents and occupational diseases*, regardless of whether the injury is consolidated;
- 5- authorized leave, except where there are provisions to the contrary provided in this collective agreement;
- 6- parental leave.

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

**12.10** An employee shall retain but not accumulate her/his seniority in the case of an absence due to an accident or illness other than an industrial accident or occupational disease (mentioned above) 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 her/his position to go onto the recall list shall retain her/his seniority.

An employee shall retain her/his seniority upon changing her/his status.

### **Loss**

**12.11** An employee shall lose her/his seniority and position in the following cases:

- 1- voluntary resignation;
- 2- in the case of a student, returning to full-time studies shall constitute a voluntary resignation. Only students hired solely to do replacement work during the annual vacation period shall be 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 shall lose her/his seniority in the following case: absence for longer than three (3) consecutive days of work without notification or a reasonable excuse.

### **Information**

**12.13** Within fifteen (15) days of the end of each financial period, the employer shall give the union a list of part-time employees, specifying for each one the number of hours worked by job title, excluding overtime, the number of days of annual leave (vacation) used, the seniority credited as statutory holidays and the seniority accumulated by each employee since her/his 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 included March 31<sup>st</sup>, the employer shall give the union a list of all employees covered by the bargaining unit; the list shall also be provided in computer file format, if the system allows for it. The list shall contain the following information:

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

**12.15** The above list, without employees' addresses and social insurance numbers, shall be posted in the usual areas for a period of sixty (60) calendar days, during which time any interested employee may ask the employer to correct the list. In the event that the employer corrects the list, he shall so advise the union and the employee.

Upon expiry of the sixty (60) calendar days, the list shall become 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 shall send her/him written notice indicating her/his seniority. An employee shall have sixty (60) days after receiving said notice to challenge her/his seniority.

**12.16** If an employee's seniority is corrected following a challenge under clause 12.15, the new seniority shall only be 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.

## ARTICLE 13

### BUDGET FOR HUMAN RESOURCES DEVELOPMENT

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Between July 1<sup>st</sup> and June 30<sup>th</sup> of each year, the employer shall devote to the development of human resources for employees covered by the bargaining unit, an amount equal to:

- 0.24% of total payroll<sup>1</sup> paid in the preceding financial year to the employees covered by the bargaining unit, other than nurses;

and

- 0.18% of total payroll<sup>1</sup> paid in the preceding financial year to the nurses covered by the bargaining unit.

This amount may not be inferior to \$100.00.

If during the course of one (1) year, the employer does not allocate the amount provided herein, the remainder shall be added to the amount to be allocated for this purpose in the following year.

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<sup>1</sup> Payroll is the amount paid, for the previous financial year, in terms of regular salaries, paid leaves, sick days and salary insurance, to which are added benefits paid as a percentage (vacation, statutory holidays, sick days and, if applicable, salary insurance) to part-time employees, as defined and declared in the establishment's annual financial report.

## ARTICLE 14

### LAYOFF PROCEDURE

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#### I) SPECIAL MEASURES

##### **14.01 Change of mission with creation of a new institution (whether or not it is a new legal entity).**

The procedure provided in this clause shall apply when the employer changes the mission of the institution and another institution is created simultaneously to assume for the same population the vocation formerly assumed by the institution whose mission has changed.

As long as there remain vacant positions in the same job title, employees shall decide whether to keep their positions in the institution whose mission has changed or work in an identical job title in the new institution. An employee who fails to make such a choice shall be deemed to belong to the recall list of the institution. Said choices shall be made by order of seniority.

Employees who are unable to make such a choice due to a lack of available positions in the same job title shall avail themselves of the bumping and/or layoff procedure provided in the present clause. If they fail to do so, they shall be deemed to belong to the recall list of the institution.

If, following such a displacement, employees covered by the provisions of clauses 15.02 or 15.03 are indeed laid off, they shall be reassigned to another position in accordance with the procedure provided in Article 15.

##### **14.02 Complete shutdown of an institution with creation or integration of the institution or part thereof into one or more other institutions**

- 1) Complete shutdown of an institution with creation or integration of the institution or part thereof into another institution:

When an institution ceases operations and another existing or newly created institution takes over all or part of the same vocation for the same population, the following procedure shall apply:

The employees working in the institution thus shut down shall be transferred in the same job title to the other institution. In the event that the number of positions to be filled in the same job title is less than the number of employees liable to be transferred, the positions shall be filled by the employees with the most seniority. Employees who refuse such a transfer shall be deemed to have resigned.

If there are not enough positions in the same job title, the other employees shall avail themselves of the bumping and/or layoff procedure provided in this article with respect to employees transferred by virtue of the preceding paragraph. If they fail to do so, they shall be deemed to have resigned.

If, following the procedure described above, there are employees covered by clause 15.03 who have been unable to obtain a position. They shall be registered on the replacement team of the institution which takes over some or all of the vocation formerly carried out by the institution which shut down.

- 2) Complete shutdown of an institution with creation or integration of the institution or part thereof into several other institutions

When an institution ceases operations and several other existing or newly created institutions take over part or all of the same vocation for the same population, the following procedure shall apply:

Employees working in the institution which shuts down shall be transferred in the same job title to the institutions which take over part or all of the vocation formerly carried out by the institution which shut down, on the basis of available positions. In the event that the number of positions to be filled in the same job title is less than the number of employees liable to be transferred, the positions shall be filled by the employees with the most seniority. Employees to be transferred by virtue of this paragraph shall state their choice of institution. For this purpose, the employer shall post a list of available positions for a period of seven (7) days and the employees concerned shall indicate their preference on that list by order of seniority. Employees who refuse such a transfer shall be deemed to have resigned.

If there are not enough positions available in the same job title, the other employees shall avail themselves of the bumping and/or layoff procedure provided in this article with respect to employees transferred by virtue of the preceding paragraph. If they fail to do so, they shall be deemed to have resigned.

If, following the above-mentioned procedure, employees covered by clause 15.03 have been unable to obtain a position, they shall be registered on the replacement team of one of the institutions that takes over part or all of the vocation formerly carried out by the institution which shut down.

#### **14.03 Merger of Institutions**

In the case of a merger of institutions, the following procedure shall apply:

The employees working in the institutions which merge shall be transferred in the same job titles into the new institution. In the event that the number of positions is reduced as a result of the merger, the bumping and/or layoff procedure provided in this article shall apply. If they fail to avail themselves of said provisions, they shall be deemed to belong to the recall list of the institution.

#### **14.04 Complete or partial shutdown of one or more services with creation or integration of this service or part of a service or services in one or more institutions**

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

When the employer completely shuts down one or more services and another institution takes over or simultaneously creates the service(s) in order to carry out the same vocation formerly carried out by the service(s) shut down, for the same population, the following procedure shall apply:

Employees working in the service(s) thus shut down shall be transferred in the same job title to the institution which assumes the new service(s), on the basis of positions available, according to the following provisions:

- a) In the event that the number of positions to be filled in the same job title is less than the number of employees with job security liable to be transferred, the employees shall decide, by order of seniority, between keeping their positions in the institution or filling an available position in the new institution. If there are positions that remain available, they shall then be filled by the employees with the least seniority from among those with job security.

- b) In the event that the number of positions to be filled in the same job title is equal to or greater than the number of employees with job security liable to be transferred, the positions shall be filled by the employees, with or without job security, by order of seniority.

Employees who refuse such a transfer shall be deemed to belong to the recall list of the institution.

If there are not enough positions available in the same job title, the other employees shall avail themselves of the bumping and/or layoff procedure provided in this article. If they fail to do so, they shall be deemed to belong to the recall list of the institution.

- 2) Complete shutdown of one or more services with creation or integration into several other institutions:

In the event that the employer completely shuts down one or more services and several other institutions simultaneously take over or create that/those service(s) in order to carry out the same vocation that was formerly carried out by the service(s) shut down, for the same population, the following procedure shall apply:

Employees working in the service(s) shut down shall be transferred in the same job title to the institutions that take over the new service(s), on the basis of the positions available, in accordance with the following provisions:

- a) If, in the other institutions, the total number of positions to be filled in the same job title is less than the number of employees with job security liable to be transferred, the employees shall decide, by order of seniority, whether to keep their positions in the institution or fill an available position in one of the new institutions. If there are positions that remain available, they shall then be filled by the employees with the least seniority from among those who have job security.
- b) If, in the other institutions, the total number of positions to be filled in the same job title is equal to or greater than the number of employees with job security liable to be transferred, these positions shall be filled by the employees with or without job security, by order of seniority.

Employees who are to be transferred by virtue of this paragraph shall state their choice of institution. For this purpose, the employer shall post a list of available positions for a period of seven (7) days and the employees concerned shall indicate their preference on that list, by order of seniority. Employees who refuse such a transfer shall be deemed to belong to the recall list of the institution.

If there is a lack of available positions in the same job title, the other employees shall avail themselves of the bumping and/or layoff procedure provided in clauses 14.14 to 14.22. If they fail to do so, they shall be deemed to belong to the recall list of the institution.

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

In the event that the employer partially shuts down one or more services and another institution simultaneously takes over or creates part of said service(s) in order to carry out the vocation formerly carried out by the service(s) partially shut down, for the same population, the following procedure shall apply:



Employees whose positions have been abolished in the service(s) partially shut down shall be transferred in the same job title to the institution which takes over part of the new service(s), on the basis of the positions available, in accordance with the following provisions:

- a) In the event that the number of positions to be filled in the same job title is less than the number of employees with job security whose positions have been abolished, the employees shall decide, by order of seniority, whether to keep their positions in the institution or fill an available position in the new institution. If there are positions that remain available, they shall then be filled by the employees who have the least seniority from among those who have job security.
- b) In the event that the number of positions to be filled in the same job title is equal to or greater than the number of employees with job security whose positions have been abolished, these positions shall be filled by the employees with or without job security, by order of seniority.

Employees who refuse such a transfer shall be deemed to belong to the recall list of the institution.

If there is a lack of available positions in the same job title, the other employees concerned shall avail themselves of the bumping and/or layoff procedure provided in this article. If they fail to do so, they shall be deemed to belong to the recall list of the institution.

- 4) Partial shutdown of one or more services with creation or integration into several other institutions:

In the event that the employer partially shuts down one or more services and several other institutions simultaneously take over or create part of that/those service(s) in order to carry out the vocation formerly carried out by the service(s) partially shut down, for the same population, the following procedure shall apply:

Employees whose positions are abolished in the service(s) partially shut down shall be transferred in the same job title to the institutions which take over the new service(s), on the basis of the positions available and in accordance with the following provisions:

- a) If, in the other institutions, the total number of positions to be filled in the same job title is less than the number of employees with job security whose positions have been abolished, the employees shall decide, by order of seniority, whether to keep their positions in the institution or fill an available position in one of the new institutions. If there are positions that remain available, they shall then be filled by the employees with the least seniority from among those who have job security.
- b) If, in the other institutions, the total number of positions to be filled in the same job title is equal to or greater than the number of employees with job security whose positions have been abolished, these positions shall be filled by the employees with or without job security, by order of seniority.

Employees to be transferred by virtue of this paragraph shall state their choice of institution. For this purpose, the employer shall post a list of available positions for a period of seven (7) days and the employees concerned shall indicate their preference on it, by order of seniority. Employees who refuse such a transfer shall be deemed to belong to the recall list of the institution.

If there is a lack of positions available in the same job title, the other employees shall avail themselves of the bumping and/or layoff procedure provided in this article. If they fail to do so, they shall be deemed to belong to the recall list of the institution.

#### **14.05 Shutdown of one or more services with creation of one or more other services**

1) Shutdown of one or more services with creation of another service:

In the case of a shutdown of one or more services with creation of another service, the employer shall provide the union with at least two (2) months' written notice and the following procedure shall apply:

Employees working in the service(s) thus shut down shall be transferred in the same job title to the new service, on the basis of positions available, in accordance with the following provisions:

- a) In the event that the number of positions to be filled in the same job title is less than the number of employees with job security liable to be transferred, the employees shall decide, by order of seniority, whether to avail themselves of the bumping and/or layoff procedure or fill an available position in the new service. If there are positions that remain available, they shall then be filled by the employees with the least seniority from among those who have job security.
- b) In the event that the number of positions to be filled in the same job titles is equal to or greater than the number of employees with job security liable to be transferred, these positions shall be filled by the employees, with or without job security, by order of seniority.

Employees who refuse such a transfer shall be deemed to belong to the recall list of the institution.

If there are not enough positions in the same job title, the other employees shall avail themselves of the bumping and/or layoff procedure. If they fail to do so, they shall be deemed to belong to the recall list of the institution.

2) Shutdown of one or more services with creation of several other services

In the case of the shutdown of one or more services with the creation of several other services, the employer shall provide the union with at least two (2) months' written notice and the following procedure shall apply:

The employees working in the service(s) thus shut down shall be transferred in the same job title to the other services, on the basis of the positions available, in accordance with the following provisions:

- a) If, in the other services, the total number of positions to be filled in the same job titles is less than the number of employees with job security liable to be transferred, the employees shall decide, by order of seniority, whether to avail themselves of the bumping and/or layoff procedure or to fill a position available in one of the new services. If there are positions that remain available, they shall then be filled by the employees with the least seniority from among those with job security.
- b) If, in the other services, the total number of positions to be filled in the same job titles is equal to or greater than the number of employees with job security to be transferred, these positions shall be filled by employees, with or without job security, by order of seniority.

The employees transferred by virtue of this paragraph shall state their choice of service. For this purpose, the employer shall post a list of available positions for a period of seven (7) days and the

employees concerned shall indicate their preference on it, by order of seniority. Employees who refuse such a transfer shall be deemed to belong to the recall list of the institution.

If there are not enough positions available in the same job title, the other employees shall avail themselves of the bumping and/or layoff procedure. If they fail to do so, they shall be deemed to belong to the recall list of the institution.

#### **14.06 Shutdown of one or more services without creation of or integration into another service**

In the case of a shutdown of one or more services, the employer shall provide the union with at least two (2) months' written notice; the bumping and/or layoff procedure shall apply.

#### **14.07 Merger of services**

In the case of a merger of services, the employer shall provide the union with at least two (2) months' written notice, and the following procedure shall apply:

Employees working in the services to be merged shall be transferred in the same job title into the new service, on the basis of the positions available. In the event that the number of positions to be filled in the same job title is less than the number of employees liable to be transferred, the positions shall be filled by the employees with the most seniority. If they refuse, they shall be deemed to belong to the recall list of the institution.

If there are not enough positions in the same job title available, the other employees shall avail themselves of the bumping and/or layoff procedure. If they fail to do so, they shall be deemed to belong to the recall list of the institution.

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

In the event of the abolition of one or more positions that are not vacant, the employer shall provide the union with 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 the job abolition. At the request of either party, the parties shall meet so as to agree, if appropriate, on alternatives likely to reduce the impact of the job abolition(s) on employees.

The bumping and/or layoff procedure shall apply.

**14.09** Once a year, on the date he shall set, the employer shall advise the union of the changes provided in clauses 14.01 to 14.07. Notwithstanding, if circumstances have not permitted the employer to foresee said changes and advise the union on the date set by the employer, he shall proceed with said changes after having provided at least six (6) months' written notice.

In cases provided for under clauses 14.01 to 14.04, the employer shall provide at least four (4) months' written notice to the Service regional de main-d'oeuvre (SRMO), the parity committee on job security, the union and the employee.

Except for the notice to the employee, said notice and the notice provided for in clauses 14.05 to 14.07 shall include the name, address and job title of the employees affected. Notice to the SRMO shall also include the telephone number of the employees affected.

The notice sent to the union under the second paragraph of this clause and clauses 14.05 to 14.07 shall also include the following information:

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

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

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

**14.11** The transfer of employees resulting from the application of clauses 14.01 to 14.07 shall be carried out within the administrative region covered by the same agency or health and social services council. However, transfers may also be carried out outside the said region if they are within a fifty (50)-kilometre radius.

An employee transferred outside of a fifty (50)-kilometre radius from her/his locality, as defined in clause 15.05, shall receive the mobility premium provided in clause 15.05 and the moving expenses provided in Article 16, if need be.

In order to be entitled to the said reimbursements, the move shall take place no more than a maximum of six (6) months following her/his entry into service in the new position.

**14.12** For the purposes of applying the preceding clauses, the word "institution" shall include a community service.

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

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

The bumping and/or layoff procedure agreed upon at the local or regional level shall take into account the seniority of employees, as long as an employee meets the requirements of an assignment. The procedure shall not result in the laying off of an employee who has job security, as long as an employee who is not covered by job security may be laid off instead.

**14.14** The salary of a part-time employee who bumps another part-time employee shall be adjusted in proportion to the number of hours she/he works in the new position.

**14.15** An employee who as a result of the application of the preceding clause must bump outside a fifty (50)-kilometre radius from her/his locality, as defined in clause 15.05, shall receive the mobility premium provided in clause 15.05, as well as her/his moving expenses as provided in Article 16, if applicable.

In order to be entitled to the said reimbursements, the move shall take place within a maximum of no more than six (6) months after her/his entry into service in the new position.

**14.16** The salary of a full-time employee who bumps another full-time employee shall be adjusted in proportion to the number of hours she/he works in the new position.

**14.17** The salary of an employee affected by the provisions of this article shall be determined in accordance with clauses 8.03 to 8.08. Unless provisions to the contrary are provided in this article, under no circumstances shall an employee suffer a reduction in salary.

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

## ARTICLE 15

### JOB SECURITY

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An employee covered by clause 15.02 or 15.03 who is laid off following the application of the bumping and/or layoff procedure or following the total shutdown of her/his institution or the total destruction of her/his institution by fire or otherwise, shall be entitled to the provisions of this article.

#### 15.01 Replacement team

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

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

C) For these purposes, employees registered on the replacement team shall be assigned on a priority basis over employees on the recall list.

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

Notwithstanding, all assignments to full-time positions must be given on a priority basis to full-time employees, regardless of part-time employees' seniority.

D) The employer may assign an employee on the replacement team outside the area of reassignment defined in clause 15.05 on the following conditions:

1- he provides the person with the travel and living expenses provided for in Article 27 (Travel allowances);

2- he may only assign the employee for a replacement assignment of at least five (5) days of work;

3- he 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 the area of reassignment defined in clause 15.05, as soon as such a replacement assignment is available, notwithstanding seniority rules provided in this clause;

5- replacement outside the area of reassignment defined in clause 15.05 may only be used on an exceptional basis.

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

**15.02** An employee with between one (1) and two (2) years of seniority who is laid off shall benefit from employment priority in the Health and Social Services sector. Her/his name shall be registered on the list of the Service regional de main-d'oeuvre (SRMO) and shall be reassigned in accordance with the methods provided in this article.

This employee must receive a layoff notice in writing at least two (2) weeks in advance. A copy of this notice shall be sent to the union.

During her/his waiting period for reassignment, an employee may not accumulate days of sick leave, vacation or statutory holidays.

Moreover, this employee shall not receive any benefits during this waiting period and shall not be 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 shall be registered on the SRMO list and shall be entitled to job security as long as she/he has not been reassigned to another position in the Health and Social Services sector in accordance with the procedure provided for in this article.

Job security shall include only the following benefits:

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

Union dues continue to be deducted.

Layoff benefits shall be equivalent to the salary provided for in the employee's job title of to her/his off-scale salary if applicable, at the time of her/his layoff. Evening, night, split-shift, seniority, responsibility and inconvenience premiums not incurred shall be excluded from the basis of calculation for the layoff benefits.

Benefits shall be increased on the date of a statutory raise and on the date of a change of salary scale.

During the period when she/he has not been reassigned, a part-time employee shall receive layoff benefits equal to the average weekly salary for the hours of work performed during her/his last twelve (12) months of service.

An employee covered by this clause shall be registered on the replacement team of the institution where she/he is an employee in accordance with clause 15.01 (Replacement team). When the employee does replacement work in accordance with the provisions of clause 15.01, she/he shall be covered by the provisions of the collective agreement. However, in this case, her/his remuneration may not be lower than the layoff benefits provided in this clause.

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

- 1- a laid-off employee;
- 2- an employee benefiting from authorized leave of absence without pay after the thirtieth (30th) day from the beginning of the absence, except for leaves provided for in clauses 22.13, 22.14, 22.15, 22.19, 22.19A and 22.22;
- 3- an employee on sick leave or accident leave after the ninetieth (90th) day from the beginning of the leave, excluding industrial accidents and occupational diseases recognized as such by the Commission de la santé et de la sécurité du travail;
- 4- an employee who is not the incumbent of any position in the institution. However, when this employee becomes the incumbent of a position in accordance with the procedures provided in this collective agreement, her/his accumulated seniority in the institution shall be 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 shall be reassigned to a position for which she/he meets the normal requirements, taking into account seniority, applied by locality. The requirements must be pertinent and related to the nature of the duties. Reassignment shall be done in accordance with the following procedure:

##### **Institution**

A full-time employee covered by clause 15.03 shall be deemed to have applied for any comparable position with the same status for which she/he meets the normal requirements of the job that has become vacant or that has been newly created in the institution in which she/he is an employee. In the case of a part-time employee, she/he shall be deemed to have applied for any comparable position for which she/he meets the normal requirements of the job and which involves a number of hours equal to or greater than the number of hours involved in the position that she/he used to hold.

If she/he is the only applicant, or if she/he is the applicant with the most seniority, the position shall be awarded to her/him, and a refusal by the employee shall be 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 shall award 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 shall be awarded to the employee who has the most seniority on the replacement team, and a refusal by this employee shall be deemed to be a voluntary resignation.

The rules provided in the preceding paragraphs shall apply to the other vacancies created by promotion, transfer or demotion, following the first posting, until the end of the process, in accordance with the rules of voluntary transfers.

Until she/he has been reassigned, an employee may be assigned to a comparable vacant or newly created part-time position for which she/he meets the normal requirements and which involves fewer hours than the number of hours attached to the position she/he used to hold.

During this period, said position is not subject to the provisions governing voluntary transfers.

An employee thus assigned shall continue to be covered by the provisions of this article. She/he shall be registered on the replacement team to round out her/his work week or, in the case of a part-time employee, to complete the weekly average number of hours she/he worked in her/his last twelve (12) months of service.

### **Locality**

An employee covered by clause 15.03 shall be required to accept any available and comparable position that is offered to her/him in the locality.

For the purposes of applying this article, locality is generally understood to mean: a geographical area within a fifty (50)-kilometre radius by road (following the usual itinerary) centred on the institution in which the employee works or her/his domicile.

In the event that there are one or more available and comparable positions available simultaneously in the area described in this clause, the employee shall be reassigned to the position in the most convenient location for the employee concerned.

However, in specific cases this rule may be contradicted by the SRMO, subject to the approval of the parity committee, or by the parity committee or, failing unanimity, by the decision of its chairman.

However, an employee covered by clause 15.03 may refuse the position offered as long as there is another employee with less seniority in the locality covered by the same clause 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 her/him in writing and this employee must be allowed five (5) days to indicate her/his choice.

A mobility premium equivalent to three (3) months of salary, and moving expenses if applicable, shall be granted to an employee covered by clause 15.03 who accepts employment in an available and comparable position outside her/his locality.

A part-time employee shall receive the mobility premium in proportion to the number of hours worked during her/his last twelve (12) months of service.

However, the SRMO may oblige an employee affected by the total shutdown of an institution due to fire or otherwise to move if there is no other institution in the locality.

The SRMO may also oblige an employee to move if there are no comparable positions in the said locality.

In such cases, the employee shall be moved to a place as close as possible to her/his former institution or domicile, and shall be entitled to the mobility premium equivalent to three (3) months of salary and moving expenses if applicable.

A part-time employee shall be placed in an available and comparable position providing that the weekly number of days of work for this position is equal to or greater than the weekly average of days that the employee worked during her/his last twelve (12) months of service.

A full-time employee who is reassigned on an exceptional basis to a part-time position shall not thereby suffer any reduction in salary from the salary for her/his job title prior to being laid off.

An employer may grant an employee on the replacement team who so requests a deferment of her/his reassignment to another institution, if the projected needs for replacement work 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.

An employee who is offered a position in accordance with the terms and conditions of application described above may refuse such a position. However, the employee's refusal shall be deemed to be a voluntary resignation, subject to the choices she/he may make under the preceding paragraphs.

#### **Available position**

For the purposes of applying this article, a full-time or part-time position shall be deemed to be available when there are no applicants or employees among those who apply who meet the normal requirements of the job, or when, in accordance with the provisions of voluntary transfer, the position should be filled by an applicant on the recall list or a part-time employee with less seniority than an employee covered by clause 15.03 registered with the SRMO.

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 SRMO 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 SRMO are able to meet the normal requirements for such a job.

#### **Comparable position**

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

- a) nurses;
- b) graduate technicians;
- c) para-technical;
- d) auxiliary services;
- e) clerical employees;
- f) trades;

- g) employees assigned to social work (social aide, social counsellor and contributions technician);
- h) personnel assigned to education and/or rehabilitation (educators and technicians in special education);
- i) nursing assistants;
- j) professionals.

**15.06** An employee must meet the normal requirements of the job for any position to which she/he is reassigned. It shall be incumbent upon her/his new employer to prove that an applicant reassigned by the SRMO is not able to meet the normal requirements of the job.

**15.07** An employee who has to move under the terms of this article shall receive written notice and be granted a period of five (5) days to make her/his choice. Copy of such notice shall be sent to the union.

**15.08** Any employee covered by clause 15.03 who is reassigned within the meaning of this article outside of the locality is entitled, if she/he has to move, to moving expenses as provided in the Conseil du trésor regulations appearing in Article 16 and/or to the allowances provided by the federal manpower mobility programme, as may be applicable.

**15.09** An employee who is covered by clause 15.03 shall cease to receive her/his layoff benefits as soon as she/he has been reassigned within the Health and Social Services sector or as soon as she/he holds a job outside this sector.

**15.10** A reassigned employee shall carry all the rights conferred upon her/him by this collective agreement with her to her/his new employer, with the exception of the privileges acquired under Article 28 that are not transferable.

**15.11** In the event that there is no collective agreement with the new employer, each reassigned employee shall be covered by the provisions of this collective agreement, insofar as such provisions are individually applicable, as if it were a personal contract of employment until a collective agreement is concluded in the institution.

**15.12** An employee covered by clause 15.03 who on her/his own initiative finds work outside the Health and Social Services sector between the time she/he is actually laid off and her/his notice of reassignment, or who for personal reasons decides to leave this sector for good, shall submit her/his resignation in writing to her/his employer and shall be entitled to an amount equal to six (6) months of salary as severance pay.

A part-time employee shall receive severance pay in proportion to the hours worked in her/his last twelve (12) months of service.

### **15.13 Service regional de main-d'oeuvre (SRMO)**

In each of Québec's administrative regions, a Service regional de main-d'oeuvre (SRMO) shall be created. This service shall comprise representatives from the establishments and from the agence de la santé et des services sociaux.

This service shall be responsible for coordinating the replacement of employees covered by clause 15.03, in accordance with the rules of the collective agreement.

The SRMO shall provide all regional SRMOs with a list of available positions for which no employee covered by clause 15.03 is available.

This service shall be responsible for implementing retraining programmes.

#### **15.14 Retraining**

1. For the purpose of reassignment in job titles which are in demand in the Health and Social Services system, retraining courses shall be available to employees covered by clause 15.03 for whom there are few reassignment opportunities.

The retraining of employees with job security and registered with the SRMO may take the form of any learning process, be it academic or other, that enables the employee in question to acquire the skills and/or knowledge necessary to work in her/his job title or another job title.

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

- that the employee's job title be identified as a retraining priority;
- that the employee fulfil the requirements of the organizations that provided the courses;
- that an available position can be offered to the employee thus retrained within a short period of time.

3. The following provisions shall apply to employees covered in retraining:

- an employee who takes retraining courses shall not be obliged to accept replacement duty or reassignment during retraining;
- tuition shall be paid by the SRMO;
- an employee who completes her/his retraining shall be subject to replacement duty rules, in both her/his job title and the job title for which she/he has been retrained;
- for the purposes of reassignment, an employee who has completed her/his retraining shall be deemed to be in the job title for which she/he has been retrained;
- an employee with valid grounds may refuse to take a retraining course thus offered; failing this, she/he shall be deemed to belong to the recall list of the institution.

The chairman of the parity committee on job security shall rule on any complaint filed by an employee concerning whether the grounds for her/his refusal are justified. For this purpose, the chairman shall have the power of an arbitrator appointed in accordance with the arbitration procedure provided in Article 11.

#### **15.15 Regional parity committee on job security**

1- A parity committee on job security shall be created in each region. It shall comprise two (2) representatives designated by each of the parties signing the collective agreement. If a case to be studied by the committee concerns more than one union, the regional parity committee shall be extended and sit with two (2) representatives from each of the unions involved.

The mandate of the regional parity committee is to:

- a) monitor the application of the rules provided in the collective agreement for the reassignment by the SRMO of employees covered by clause 15.03;
- b) if necessary, assess the possibility of reconciling the rules concerning the reassignment of employees covered by clause 15.03 when more than one union is involved and, failing to do so, refer to the national parity committee defined under this article;

- c) settle any disputes arising from an SRMO decision;
- d) cancel any appointment where the procedure for reassignment in the locality has not been applied;
- e) identify solutions in cases where:
  - during the first six (6) months of her/his layoff, the services of an employee covered by clause 15.03 have been used at a ratio inferior to 25% of the number of hours used to establish the amount of her/his severance pay;
  - employees covered by clause 15.03 have not been replaced within the first twelve (12) months of their layoff;
  - difficulties arise from the fifty (50)-kilometre rule.

The regional parity committee makes recommendations to the national parity committee in cases where a chosen solution would result in modifying the provisions of the collective agreement.

f) analyse the retraining potential of employees covered by clause 15.03 for whom there are few reassignment opportunities, discuss the budgets to be allocated for this purpose and, if applicable, identify selection criteria. The regional parity committee submits its recommendations to the SRMO.

g) discuss any issues pertaining to job security packages within the realm of its mandate;

2- The regional parity committee establishes the rules necessary to its proper operation. All committee decisions must be unanimous.

3- The SRMO shall provide the representatives of the regional parity committee, at the end of each financial period, with all information concerning the execution of its mandates, such as:

- the list of available positions;
- the list of employees covered by clause 15.03, including the information on their registration form, clearly identifying the following:
  - new employees registered during the financial period;
  - employees removed from the list during the financial period, the reason for their removal and, if applicable, the establishment where he/she was reassigned;
  - employees who have not yet been replaced.

4- The SRMO shall also provide in writing all information pertaining to a reassignment to the representatives of the regional parity committee, to the establishments involved, to the unions involved and to the employees covered by clause 15.03 who work in the same sector of activity and have more seniority than the reassigned employee.

5- The ministère de la Santé et des Services sociaux (MSSS) shall provide the parties to this collective agreement with a consolidated list, by job title and by status, of all the information provided by the SRMO. Any dispute arising from this list shall be submitted to the national parity committee provided for in clause 15.17. Failing agreement, the chairman of the national parity committee shall settle the dispute.

6- The establishments agree to cancel any appointment following a decision from the regional parity committee.

### **15.16 Appeal procedure**

An employee covered by clause 15.03 who deems to have been adversely affected by an SRMO decision may request a revision of her case by the regional parity committee by sending a written request to this effect within ten (10) days of the transmission by the SRMO, in accordance with clause 15.15-4, of the information pertaining to a reassignment, or within ten (10) days following the transmission of the information pertaining to the assessment by the SRMO of the reasons invoked by the employee to decline retraining.

The regional parity committee shall settle the dispute within ten (10) days of receiving the written notice, or within any other time limit agreed upon by the members of the committee.

The regional parity committee's unanimous decision shall be transmitted in writing to the SRMO, the employees, the unions and the establishments involved. The committee's decisions shall be binding upon all the parties.

Except in cases where it is prescribed to refer to the national parity committee provided for in this article, when the members of the regional parity committee fail to settle a dispute, they shall agree on the choice of an arbitrator. Failing agreement on the choice of an arbitrator, the ministère du Travail shall appoint one. Arbitration expenses and fees shall be borne equally by the parties.

The arbitrator shall transmit in writing the information regarding the place, date and time of the appeal hearing to the parties sitting on the regional parity committee and to the SRMO, and to the employees, unions and establishments involved. The arbitrator shall schedule the appeal hearing within twenty (20) days of being assigned the case.

The arbitrator shall proceed with the hearing and hear all witnesses and representations by the parties (Fédération de la santé et des services sociaux-CSN (FSSS-CSN) and SRMO) and by any interested party.

In case one of the parties duly convened fails to attend or to be represented on the day of the hearing, the arbitrator shall proceed in spite of any absences.

The arbitrator shall render his/her decision within fifteen (15) days of the date scheduled for the hearing. This decision shall be given in writing and explained.

The arbitrator's decision shall be binding upon all the parties involved.

The arbitrator has all the powers conferred by the provisions of article 11 of the collective agreement.

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

Should the arbitrator conclude that the SRMO has not acted in accordance with the provisions of the collective agreement, she/he may:

- cancel a reassignment;
- order the SRMO to reassign the concerned employee in accordance with the provisions of the collective agreement;

- render a decision concerning the assessment of the reasons for declining retraining;
- issue orders that are binding upon all the parties involved.

### **15.17 National parity committee**

A national parity committee is created. It comprises three (3) representatives from the FSSS-CSN and three representatives from the Comité patronal de négociation du secteur de la santé et des services sociaux (CPNSSS). If a case to be handled concerns more than one union, the national parity committee shall be extended and sit with three (3) representatives from each union involved.

Mr. Jean-Marie Lavoie is appointed chairman of the committee. He shall only attend committee meetings when the committee has not reached unanimity on a decision or if there is no agreement in the committee on the admissibility of a dispute regarding special measures.

1 At the request of a union or an employer, the national parity committee shall settle any dispute pertaining to the application of a special measure that is not provided in the collective agreement, or any dispute as to which provision should apply among those provided in clauses 14.01 to 14.07. In the latter case, the dispute must involve more than one (1) bargaining unit.

Such request must be made within thirty (30) days of receiving a notice from the employer announcing his intention of applying such measure.

Should the committee disagree on the admissibility of a dispute, the chairman shall make the decision. If the committee or, failing unanimity, its chairman concludes that the dispute is admissible by the committee, the application of the measure shall be suspended until a decision is made.

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

If necessary, the committee shall determine the rules of application in the case of a special measure that is not provided in the collective agreement or when different rules cannot be reconciled.

2 At the request of either party sitting on the national parity committee, the committee shall meet in order to:

a) agree upon the means necessary to:

- dispose of any decision that would cause the local parties to relinquish, by agreement or other, their obligations concerning positions available for employees covered by clause 15.03;
- dispose of any decision at the regional level that could go against the provisions on job security;

b) examine the reassignment of employees covered by clause 15.03 when more than one (1) union is involved and when, by virtue of the mandate provided in paragraph b) of the regional parity committee, the regional parity committee has concluded that the rules for reassignment cannot be reconciled.

c) assess the validity of an SRMO registration for an employee covered by clause 15.03.

3 Every unanimous decision made by the national parity committee is obligatory and binding upon all the parties involved. If the committee fails to come to an agreement, the chairman shall make a

decision and said decision shall be announced in writing within fifteen (15) days of the committee's meeting. The decision is obligatory and binding upon all the parties involved. The chairman has all the powers of an arbitrator under the terms of Article 11 of the collective agreement. It is understood that the chairman of the national parity committee cannot add, subtract or modify any of the provisions in the collective agreement, except in the following cases:

- when a special measure is not provided for;
- when he finds himself unable to reconcile the provisions of the different collective agreements concerning special measures or when the situation described in paragraph 2 b) arises.

In such cases, the chairman may determine the applicable rules and his decisions thus constitute specific cases.

4 The national parity committee has access to all unanimous recommendations submitted by a regional parity committee.

5 Should either party involved fail to attend a national parity committee meeting after having been duly notified, the committee or, if applicable, its chairman, may proceed in spite of any absences.

6 Establishments agree to cancel any appointment pursuant to a decision from the national parity committee or its chairman.

7 The fees and expenses of the national parity committee's chairman shall be shared equally among the parties.

**15.18** If an employee contests an SRMO decision involving a move, and if the said employee does not commence employment in her/his new position, she/he shall cease to receive the benefits equal to her/his salary as of the fiftieth (50<sup>th</sup>) day of the notice from the SRMO indicating the location of her/his new position.

The parity committee or, failing unanimity, the chairman shall dispose of any complaint made by an employee concerning a reassignment involving a move. For this purpose, the chairman of the parity committee shall have all the powers of an arbitrator under the terms of Article 11.

If the employee wins her/his case, the chairman of the parity committee shall order reimbursement of expenses incurred by the employee due to her/his starting at her/his new employer's or the reimbursement of lost earnings if the employee has not commenced her/his employment, as the case may be.

An employee covered by clause 15.03 who contests an SRMO decision involving a move shall be entitled to living allowances on the terms and conditions provided for in the Conseil du trésor regulations appearing in Article 16 and/or to the allowances provided by the federal manpower mobility programme, providing that she/he commences employment within the time period provided in the notice from the SRMO.

However, the final move of an employee and, if applicable, of her/his dependents shall not be made before the decision of the chairman of the parity committee is rendered.

**15.19** The employee who, while challenging a decision from the SRMO requiring her/him to move, decides to take the position after the date specified by the SRMO is not entitled to the living allowance



provided under Article 16 of the Conseil du trésor regulations and/or provided by the federal workforce mobility programme.

#### **15.20 General provisions**

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

The responsibility of the MSSS is to ensure the proper application of the decisions made by the SRMOs, by the regional and national parity committees and by their arbitrators or chairpersons.

**15.21** For the purpose of applying this article, the Health and Social Services sector shall include all public institutions within the meaning of the Act respecting health services and social services (R.S.Q., chapter S-4.2), private institutions under agreement within the meaning of this act, and any organization which provides services to a centre or to users pursuant to this act and is declared by the government to be comparable to an institution within the meaning of the Act respecting health services and social services and represented by the following employer groups: ACJQ, AQESSS, AEPC, FQCRPAT, FQCRDI and AERDPQ, as well as, for this purpose alone, the regional health and social services agencies, the James Bay Cree Health and Social Services Council, the Kativik Health and Social Services Council and the bargaining units already covered by the Corporation d'Urgences Santé du Montréal Métropolitain's current job security system.

## ARTICLE 16

### MOVING EXPENSES

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**16.01** The provisions of the present clause set out to determine which expenses shall be refunded to an employee who is entitled to a reimbursement for moving expenses as provided for in article 15 of the collective agreement concerning job security.

**16.02** Moving expenses only apply to an employee if the Service regional de main d'oeuvre (SRMO) agrees that the relocation of the said employee requires her/him to move.

Moving is deemed necessary if it is carried out and if the distance between the employee's new place of work and her/his previous place of work is superior to fifty (50) kilometres. However, the move is not deemed necessary if the distance between the new place of work and the employee's home is inferior to fifty (50) kilometres.

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

The SRMO agrees to refund, upon presentation of payment vouchers, the expenses incurred by the employee for the transportation of her/his furniture and personal belongings, including packing and unpacking, as well as the insurance premium or the fees to haul a mobile home, on the condition that the employee submits in advance at least two (2) detailed estimates of the expenses to be incurred.

**16.04** However, the SRMO does not reimburse expenses incurred for the transportation of the employee's personal vehicle, unless her/his new place of residence is not accessible by road. As well, expenses for the transportation of a boat, a canoe, etc. are not reimbursed by the S.R.M.O.

#### **16.05 Storage**

When a move into a new home cannot be done directly for reasons of force majeure, other than the construction of a new residence, the SRMO shall reimburse the cost of storing the employee's furniture and personal belongings and those of her/his dependents, for a period of up to two (2) months.

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

The SRMO shall pay to the relocated employee an allowance of \$750 if she/he is a homeowner or \$200 if he is not a homeowner, to cover related moving expenses (carpeting, drapes, disconnection and reconnection of electrical devices, cleaning, babysitting, etc.), unless the said employee is relocated to a location where all facilities are made available to her/him by the establishment.

#### **16.07 Compensation for leasing**

The employee covered under clause 16.01 is also entitled, if applicable, to the following compensation: upon terminating the leasing of a home when there is no written lease agreement, the SRMO shall pay for one (1) month of rent. If there is a written lease agreement, the SRMO shall pay up to three (3) months of rent to an employee who must terminate her/his lease and is required to pay compensation to her/his landlord. In any of these two (2) cases, the employee must substantiate the landlord's claim and provide documentary proof.

**16.08** If the employee decides to sub-let her/his apartment herself/himself, the SRMO shall cover reasonable expenses incurred to place an ad for this purpose.

**16.09 Reimbursement of expenses related to the selling of a house**

The SRMO shall reimburse the relocated employee for the following expenses related to selling and/or purchasing her/his main residence:

- a) brokerage fees, upon presentation of supporting documents, after the sale contract has been signed;
- b) all notary fees owed by the employee for the purchase of a house related to her/his transfer, on condition that the employee already owned a house at the time of her/his transfer and that the house has been sold;
- c) mortgage cancellation penalties and transfer tax.

**16.10** If the house of the relocated employee has been put up for sale at a reasonable price but has not been sold at the time she/he must sign the purchase or lease of a new home, the SRMO will not reimburse house-sitting expenses for the unsold home. However, in such a case, upon presentation of supporting documents, the SRMO shall reimburse, for a period of up to three (3) months, the following expenses:

- a) municipal and school taxes;
- b) mortgage interests;
- c) insurance premium.

**16.11** In case the relocated employee decides not to sell her/his house or main place of residence, she/he may benefit from the provisions of the present article to avoid doubling her/his financial burden if her/his main place of residence is not rented at the time she/he must sign the lease of a home in the locality where she/he is being relocated. The SRMO shall reimburse her/him, for the period of time her/his house is not yet rented, the amount of her/his new lease for up to three (3) months upon presentation of the lease agreement. In addition, the SRMO will reimburse reasonable expenses incurred to place an ad to lease the house, as well as travel expenses for two (2) trips related to the leasing of the house, upon presentation of supporting documentation, in accordance with existing SRMO regulations concerning travel expenses.

**16.12 Travel and living expenses**

Should the employee find herself/himself unable to move right away for reasons of force majeure other than the construction of a new home, the SRMO shall reimburse the employee for living expenses, in accordance with existing SRMO regulations concerning living expenses, for the employee and her/his family, for a period of up to two (2) weeks.

**16.13** When the move is delayed, with the approval of the SRMO, or when the family (spouse, dependent child or children as defined in the present collective agreement) is not relocated immediately, the SRMO covers travel expenses incurred by the employee to visit her/his family every two (2) weeks for up to four hundred and eighty (480) kilometres if the travel distance is equal to or inferior to four hundred and eighty (480) kilometres, and once per month, up to a maximum of sixteen hundred (1,600) kilometres if the round-trip distance is superior to four hundred and eighty (480) kilometres.

**16.14** The reimbursement of moving expenses provided for under the present article shall be made within sixty (60) days after the employee submits her/his 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, stretcher bearers now in the employer's service or hired in the future shall, for salary purposes only, be classified on the basis of the duration of their previous work in the Health and Social Services sector.

**17.02** Other employees now in the service of the employer or hired in the future shall, for salary purposes only, be 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 and, where appropriate, valid experience comparable job title;
- ii) on the basis of experience acquired outside Health and Social Services sector, taking into account valid experience since January 1, 1989, in the same or a comparable position.

In all cases, the employee shall not have ceased to hold a position providing her/him with this experience more than two (2) years prior.

**17.03** Notwithstanding clauses 17.01 and 17.02, employees now in the service of the employer and those hired in the future shall not be credited with experience acquired in 1983 for the purpose of classification on the salary scale.

**17.04** At the time of hiring, the employer shall require certification of such experience from the employee, who shall obtain it from the employer where such experience was acquired. Failing this, the employer may not hold any prescribed time limit against the employee. If it is impossible for the employee to supply such written proof of certification or her/his experience, she/he may after having demonstrated said impossibility, declare her/his experience under oath which shall then have the same value as a written certificate.

**17.05** On the day of the employee's departure, the employer shall provide her/him 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 a period of leave without pay not exceeding thirty (30) days, the employee continues to participate in the pension plan and the service and pensionable earnings corresponding to the leave shall be credited to her/him. To this end, the local parties may agree on terms and conditions concerning payment of the employee's contributions to the pension plan. Failing agreement, the employee shall assume responsibility for paying the full amount of contributions normally due for the period of leave.

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

**18.02** The following stipulations shall apply to leave without pay exceeding thirty (30) days:

a) Seniority

The employee shall retain the seniority she/he had at the time of her/his departure. However, in the case of leave without pay for the purpose of teaching in a cegep, a school board or a university, the employee shall continue to accumulate seniority during the first year.

b) Group insurance

The employee shall not be covered by the group insurance plan during her/his leave, except for the basic life insurance plan provided in this collective agreement. Upon her/his return, she/he shall be readmitted to the plan. However, subject to the provisions of clause 23.14, her/his participation in the basic health insurance plan is compulsory and she/he must pay the full amount of all the necessary contributions and premiums.

An employee may maintain her/his participation in the insurance plans by paying all the required contributions and premiums for this purpose, subject to the clauses and stipulations of the insurance policy in force.

c) Sick leave

In the case of cessation of employment, the sick leave days stipulated in clause 23.28 and those accumulated under the terms of clause 23.29 shall be paid at the rate of salary prevailing at the beginning of the leave, according to the amounts 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 of absence without pay shall not be entitled to the benefits of the collective agreement in force in the institution, just as if she/he were not employed by the institution,

subject to her/his 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 professional training requires leave without pay not exceeding sixty-two (62) weeks, the employee shall retain and accumulate her/his seniority.

If the leave without pay exceeds sixty-two (62) weeks, an employee shall retain her/his seniority only from the sixty-third (63rd) week on, for the duration of the studies undertaken.

An employee on a leave of absence without pay who wishes to work part-time during her/his leave shall be considered as 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 shall be deemed to be a part-time employee and shall be subject to the rules for part-time employees for the duration of the part-time leave without pay. However, she/he shall accumulate seniority and be covered by the basic life-insurance plan as if she/he were a full-time employee for a maximum period of fifty-two (52) weeks.

In case a 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 6.04 of Appendix D of the collective agreement, the employee shall be deemed to be a part-time employee and shall be subject to the rules for part-time employees, in particular with regard to her/his contributions to the pension plan.

## ARTICLE 19

### OVERTIME

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**19.01** All work done in addition to the regular day or week of work with the approval or knowledge of the immediate supervisor, and without objection on her/his part, shall be deemed to be overtime.

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

**19.03** An employee who does overtime work shall be remunerated at the rates hereinafter indicated for the number of overtime hours worked:

- 1- at one-and-on-half time her/his regular salary rate, as a general rule;
- 2- at double her/his regular salary rate 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, she/he shall receive, for each recall:

- 1- a transportation allowance equivalent to one (1) hour of straight time;
- 2- minimum remuneration of two (2) hours of the overtime rate.

However, even if prior notice has been given, an employee who is required to come back to perform specific and exceptional work outside of her/his usual schedule for a purpose other than replacing an absent employee shall also be deemed to have been recalled to work.

This clause shall 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 the recall of an employee on the recall list does not constitute a recall within the meaning of the present article.

**19.06** An employee who goes in to work while on stand-by duty shall be paid in accordance with the provision of this article in addition to the stand-by allowance, as the case may be.

**19.07** Any employee on stand-by duty, after her/his regular day of work shall receive for each eight (8)-hour period, an allowance equal to one (1) hour of pay at straight time.

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

**19.09** The local parties may agree to convert into time off any work performed as overtime, including recalls and availability.



## ARTICLE 20

### PAID STATUTORY HOLIDAYS

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**20.01** The employer shall recognize and observe thirteen (13) statutory holidays during the year (July 1 to June 30), including 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 shall, for the purpose of calculating overtime be 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 shall give her/him a compensating day off within four (4) weeks prior to or following such statutory holiday, unless the local parties have agreed that employees required to work on statutory holidays may accumulate them.

In the event that the employer cannot grant the statutory holiday within the period mentioned above and that the employee has not accumulated it in a time bank, he agrees to pay the employee at double her/his regular salary rate while at the same time paying her/him one day's regular salary for the statutory holiday lost.

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

If the statutory holiday coincides with sick leave of not more than twelve (12) months, the employer shall pay the difference between the salary insurance benefit and remuneration provided in clause 20.06.

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

**20.06** While on statutory holiday, an employee shall receive remuneration equal to what she/he would receive if she/he were at work.

## ARTICLE 21

### ANNUAL VACATION

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

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

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

An employee with at least seventeen (17) years of service shall be entitled to the following amount of annual vacation:

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 shall be entitled to five (5) weeks of annual paid vacation.

**21.02** For calculation purposes, an employee hired between the 1st and the 15th of the month shall be 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 shall receive remuneration equal to what she/he would receive if she/he were at work.

If, however, an employee has had more than one job status since the beginning of the period of service entitling her/him to said annual vacation, the amount she/he shall receive shall be determined in the following way:

- 1- remuneration equal to what she/he would receive if she/he were at work for the number of days of annual vacation accumulated during the full months when she/he had full-time status;
- 2- remuneration established in accordance with clause 8.15 subparagraph 2, calculated on the amounts provided in the said subparagraph and paid in the course of the months during which she/he had part-time status.

**21.05** When an employee leaves the employer's service, she/he shall be entitled to the days of vacation entitlement accumulated up to the date of her/his departure, in the proportions provided in this article.

## ARTICLE 22

### PARENTAL RIGHTS

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#### SECTION I GENERAL PROVISIONS

**22.01** Maternity or adoption leave benefits shall only be paid as a supplement to parental insurance and employment insurance benefits, as the case may be, or, in the cases provided for hereinafter, as payments during a period of leave for which the Quebec Parental Insurance plan or the Employment Insurance plan do not apply.

Subject to sub-paragraph a) of clause 22.11 and clause 22.11A, maternity and adoption leave benefits are only paid during the weeks when the employee receives, or would be entitled to receive if she/he applied for it, benefits under the terms of the Québec Parental Insurance Plan or the Employment Insurance Plan.

When an employee shares with her/his spouse the parental or adoption benefits paid by the Québec Parental Insurance Plan or the Employment Insurance Plan, a compensation shall only be paid if the employee actually receives benefits from either of these plans during the maternal leave provided for in clause 22.05 or the adoption leave provided for in clause 22.22.

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

**22.03** The employer shall not reimburse an employee for sums which could be required of her/him by the ministère de l'Emploi et de la Solidarité sociale, under the terms of the Parental Insurance Act.

As well, the employer shall not reimburse an employee for sums which could be required of her/him by Human Resources and Social Development Canada (HRSDC), under the terms of the Employment Insurance Act, when an employee's income exceeds one-and-one-quarter (1 ¼) times the maximum insurable earnings.

**22.03A** Basic weekly wages<sup>1</sup>, deferred weekly wages and severance pay shall be neither increased nor reduced by payments received under the Québec Parental Insurance Plan or the Employment Insurance Plan.

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

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<sup>1</sup> By "basic weekly wages" is meant the employee's regular salary including the regular weekly premium for a week of work as regularly supplemented, as well as additional remuneration payable to an employee for postgraduate training as provided for in the collective agreement, and responsibility premiums, excluding other premiums, without any additional remuneration, even for overtime.

## SECTION II MATERNITY LEAVE

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

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

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

An employee whose spouse dies shall benefit from the transfer of the remaining part of the maternity leave and shall be entitled to the related rights and compensation.

**22.06** An employee is also entitled to maternity leave in the case of a miscarriage after the beginning of the twentieth (20th) week preceding the expected date of delivery.

**22.07** The distribution of maternity leave, before and after the birth of the child, shall be up to the employee to decide. This leave is simultaneous to the payment of benefits provided under the Parental Insurance Plan and must start at the latest in 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** In the event that an employee has sufficiently recovered from giving birth but her child is not ready to leave the health-care institution, she may interrupt her maternity leave by returning to work. The maternity leave shall resume once the child is taken home.

An employee whose child is hospitalized within fifteen (15) days of birth also has this right.

Maternity leave may only be interrupted once. It shall be completed when the child returns home.

Moreover, when the employee has sufficiently recovered from giving birth but her child is hospitalized more than fifteen (15) days after leaving the hospital, the employee may interrupt her maternity leave, after reaching an agreement with the employer, by returning to work during the child's hospitalization.

**22.08A** Upon request from the employee, the maternity leave may be split into non-consecutive weeks if her child is hospitalized or when a situation, other than a pregnancy-related condition, arises and justifies the employee's absence in accordance with clauses 79.1 or 79.8 of the Act respecting Labour Standards (R.S.Q., chapter N-1.1).

The maternity leave may be interrupted for a number of weeks not exceeding the number of weeks her child is hospitalized or the number of weeks she suffers from the condition provided for in clauses 79.1 or 79.8, without however exceeding fifteen (15) weeks in the first situation and six (6) weeks in the latter situation.

While the maternity leave is interrupted, the employee shall be considered to be on leave without pay and shall not receive compensation or benefits from the employer, however she is entitled to the benefits provided for in clause 22.28.

**22.08B** When the employee resumes the interrupted or fractioned maternity leave under the terms of clause 22.08 or 22.08A, the employer shall pay the employee the benefits to which she would have been entitled if she had not interrupted or fractioned her leave, for the number of weeks remaining under the terms of clauses 22.10, 22.11 or 22.11A, as the case may be.

**22.09** To obtain maternity leave, an employee must give advance written notice to the employer at least two (2) weeks before the date of departure. 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 a medical certificate attests that the employee must leave her position sooner than foreseen. In case of unforeseen circumstances, the employee shall be exempt from the formality of advance notice subject to providing the employer with a medical certificate attesting that she had to leave her position 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, is also entitled, during twenty-one (21) weeks of her maternity leave, to supplementary benefits equal to the difference between ninety-three per cent (93%)<sup>2</sup> of her basic weekly salary and the amount of the parental or maternity benefits she receives, or would receive if she applied for it, from the Québec Parental Insurance Plan.

Such supplementary benefits shall be calculated on the basis of the Québec Parental Insurance benefits to which the employee is entitled, without taking into account any amounts subtracted from these benefits due to the reimbursement of benefits, interests, penalties and other amounts recoverable under the terms of the Parental Insurance Act.

However, should an employee work for more than one of the employers listed in sub-paragraph c) of clause 22.12, she shall receive supplementary benefits equal to the difference between ninety-three per cent (93%) of the basic weekly salary paid by the employer and the percentage of Québec Parental Insurance benefits corresponding to the proportion of the basic weekly salary paid by each employer compared with the total basic weekly salary paid by all such employers. For the purpose of this calculation, the employee shall provide each employer with a statement indicating the weekly salaries received from all her employers, as well as the amount of the benefits she is entitled to under the Parental Insurance Act.

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

Notwithstanding the preceding paragraph, the employer shall pay such compensation to the employee if the employee demonstrates, by means of a written letter to the employer to this effect, that the earned

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<sup>1</sup> The employee on leave accumulates seniority if her absence is authorized, particularly in case of disability, and involves compensation or remuneration.

<sup>2</sup> Ninety-three per cent (93 %): this percentage has been established to take into account the fact that the employee in such situation is exempted from contributing to the pension plans and to the Québec Parental Insurance Plan, which on average equals seven per cent (7%) of her wages.

salary is a regular income. If the employee demonstrates that only a portion of that salary is regular, the compensation shall be limited to that portion.

The employer who pays the regular salary provided for in the preceding paragraph must, upon request from the employee, supply her with the said letter.

The total amounts paid to the employee during her maternity leave in the form of Québec Parental Insurance benefits, compensation and salary, shall not exceed ninety-three per cent (93%) of the basic weekly salary paid to her by her employer or, as the case may be, by her employers.

### **Cases not eligible for the Québec Parental Insurance Plan but eligible for the Employment Insurance Plan**

**22.11** An employee who has accumulated twenty (20) weeks of service and who is eligible for the Employment Insurance Plan without being eligible for the Québec Parental Insurance Plan, shall be entitled to receive:

- a) for each week of the waiting period provided for the employment insurance plan, benefits equal to ninety-three per cent (93%)<sup>1</sup> of her basic weekly salary;
- b) for each week following the waiting period provided in sub-paragraph a), benefits equal to the difference between ninety-three per cent (93%) of her basic weekly salary and the amount of parental or maternity benefits she receives from the Employment Insurance Plan, or could receive if she applied for it, until the twentieth (20<sup>th</sup>) week of the maternity leave.

These supplementary benefits shall be calculated on the basis of the employment insurance benefits that an employee is entitled to receive without taking into consideration the amounts subtracted from such benefits because of reimbursements of benefits, interest, penalties and other amounts recoverable under the terms of the employment insurance plan.

However, should an employee work for more than one of the employers listed in subparagraph (c) of clause 22.12, she shall receive supplementary benefits from each of the employers. In such a case, the supplementary benefits shall be equal to the difference between ninety-three per cent (93%) of the basic weekly salary paid by the employer and the percentage of employment insurance benefits corresponding to the proportion of her basic weekly salary paid by each employer compared with the total basic weekly salary paid by all such employers. For this purpose, the employee shall provide each of her employers with a statement of the weekly salaries paid by each of them and the amount of benefits received from HRSDC.

In addition, if HRSDC reduces the number of weeks of employment insurance benefits to which an employee would have been entitled if she had not received employment insurance benefits before her maternity leave, the employee shall continue to receive, for a period equal to the weeks subtracted by HRSDC the supplementary benefits provided by this subparagraph (b) as if she had received employment insurance benefits during this period.

Clause 22.10A shall apply upon making the necessary adjustments.

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<sup>1</sup> Ninety-three per cent (93 %): this percentage has been established to take into account the fact that the employee in such situation is exempted from contributing to the pension plans and to the Québec Parental Insurance Plan, which on average equals seven per cent (7%) of her wages.

## Cases not eligible for the Québec Parental Insurance Plan and the Employment Insurance Plan

**22.11A** An employee who is not eligible for the Québec Parental Insurance Plan and the Employment Insurance Plan shall also be excluded from receiving any of the benefits provided in clauses 22.10 and 22.11.

However, a full-time employee who has accumulated twenty (20) weeks of service shall be entitled to a compensation equal to ninety-three per cent (93%) of her basic weekly salary for twelve (12) weeks, if she does not receive any benefits from a parental insurance plan from another province or territory.

A part-time employee who has accumulated twenty (20) weeks of service shall be entitled to a compensation equal to ninety-three per cent (93%) of her basic weekly salary for twelve (12) weeks, if she does not receive any benefits from a parental insurance plan from another province or territory.

If a part-time employee is exempted from contributing to the pension plans and to the Québec Parental Insurance Plan, the percentage of her benefits shall be established at ninety-three per cent (93%) of her basic weekly salary.

**22.12** In the cases provided in clauses 22.10, 22.11 and 22.11A:

- a) No benefits may be paid during a vacation period during which the employee is remunerated.
- b) Unless the applicable pay period is weekly, benefits shall be paid at two (2) week intervals. However, in the case of an employee eligible for Québec Parental Insurance or Employment Insurance benefits, the first payment shall only be due fifteen (15) days after the employer obtains proof that she is receiving benefits from either of these plans. For the purposes of this clause, a statement of benefits, a cheque stub or an official statement from the ministère de l'Emploi et de la Solidarité sociale or HRSDC shall be considered as proof.
- c) Service shall be calculated on the basis of employment with all public and para-public sector employers (Civil 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 (R.S.Q. chapter R-8.2).

Furthermore, the requirement of twenty (20) weeks of service under clauses 22.10, 22.11 and 22.11A shall be deemed to have been fulfilled, should the case arise, if the employee has met this requirement with any of the employers mentioned in this subparagraph.

- d) The basic weekly salary of a part-time employee shall be the average of her basic weekly salary for the last twenty (20) weeks preceding her maternity leave.

If during this period, the employee has received benefits established as a certain percentage of her regular salary, it is agreed that the reference for the purposes of calculating her basic salary during maternity leave shall be the basic salary on which such benefits have been established.

Furthermore, any period during which an employee on special leave pursuant to clause 22.19 does not receive any compensation from the Commission de la santé et sécurité du travail (CSST) and weeks during which the employee benefited from a leave without pay provided in the collective agreement, shall be excluded for the purposes of calculating her average basic weekly salary.

If the period of the last twenty (20) weeks preceding the maternity leave of a part-time employee includes the date of an increase of salary rates and scales, the basic weekly salary shall be calculated on the basis of the salary rate in effect on that date. If the maternity leave also includes the date of an increase in salary rates and scales, the basic weekly salary shall be increased on this date in accordance with the formula for the upward adjustment of the applicable salary scale.

The provisions of the subparagraph constitute one of the express stipulations covered by clause 22.04.

**22.13** During maternity leave an employee shall be entitled to the following benefits, providing she is normally entitled to them:

- life insurance;
- health insurance, paying her share of contribution;
- accumulation of vacation;
- accumulation of sick leave;
- accumulation of seniority;
- accumulation of experience;
- accumulation of seniority for the purposes of job security;
- the right to apply for and obtain a posted position in accordance with the provisions of the collective agreement as if she were at work

**22.14** An employee may postpone a maximum of four (4) weeks of annual vacation if they fall within the period of maternity leave and if she notifies her employer in writing no later than two (2) weeks prior to the end of the said leave of the dates to which the vacation is postponed.

**22.15** If the birth occurs after the due date, an employee shall be entitled to an extension of her maternity leave equal to the period by which the baby is overdue, unless she already has 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 her child's health or the employee's health requires it. The length of this extension shall be that which is prescribed on the medical certificate to be obtained by the employee.

During such extensions, the employee shall be considered to be on leave without pay and shall not receive any compensation or benefits from the employer. The employee shall receive the benefits provided in clause 22.14 only during the first six (6) weeks of the extension and, from then on, she shall receive the benefits provided in clause 22.28.

**22.16** Maternity leave may be shorter than the period provided in clause 22.05. If an employee returns to work within two weeks of giving birth, she shall, at the employer's request, produce a medical certificate attesting that she has sufficiently recovered to be able to resume work.



**22.17** During the fourth (4th) week preceding the end of an employee's maternity leave, the employer shall send the employee notice indicating the date on which the said leave is scheduled to end.

An employee to whom the employer has sent the above notice must report for work when her maternity leave expires unless her leave is extended as provided in clause 22.30.

An employee who does not comply with the preceding paragraph shall be 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 shall be presumed to have resigned.

**22.18** Upon returning from maternity leave, an employee shall resume her position or, where applicable, a position obtained at her request during the leave, in accordance with the provisions of the collective agreement. In the event that her position has been abolished, or if she has been bumped, the employee shall be entitled to the benefits she would have received had she then been at work.

Similarly, upon returning from maternity leave, an employee who does not hold a position shall resume the assignment she had when she left on leave if the assignment was scheduled to last longer than her maternity leave. Should the assignment be terminated, the employee shall be entitled to any other assignment, in accordance with the provisions of the collective agreement.

### **SECTION III SPECIAL LEAVE DURING PREGNANCY AND BREASTFEEDING**

#### **Provisional assignment and special leave**

**22.19** An employee may request provisional assignment to another position that is vacant or temporarily without an incumbent in the same job title or, if she consents and subject to the applicable provisions of the collective agreement, in another job title, in the following cases:

- a) She is pregnant and her working conditions involve risks of infectious disease or physical danger to her or her unborn child.
- b) Her working conditions involve hazards to the child she is breastfeeding.
- c) She works 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, he shall notify the union immediately and inform the latter of the name of the employee and the reasons given to justify the request for protective leave.

If she agrees, an employee other than the one who requests a provisional assignment may, after obtaining the employer's consent, exchange her position with the worker who is pregnant or breastfeeding for the duration of the period of provisional assignment. This provision applies inasmuch as both employees satisfy 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 shall retain the rights and privileges attached to their respective regular positions.

In the case of an employee who regularly works on a video display terminal and requests to be temporarily assigned to another position which is either vacant or temporarily without its incumbent, she

shall then be assigned, subject to the provisions of clause 15.01 C), with priority over employees on the recall list.

This provisional assignment has priority over the reassignment of employees on the recall list and, if possible, the employee shall be assigned to the same work shift

If the provisional assignment does not take effect immediately, the employee shall be entitled to special leave beginning immediately. Unless the employee is subsequently given a provisional assignment putting an end to it, the special leave shall end on the day she gives birth in the case of a pregnant employee, and at the end of the period of breastfeeding in the case of an employee who is nursing her child. However, an employee eligible to receive benefits under the Québec Parental Insurance Plan and whose special leave started on or after January 1<sup>st</sup>, 2006, the special leave shall end from the fourth (4<sup>th</sup>) week preceding the expected date of birth.

During the special leave provided in this clause, the employee's benefits are derived from the provisions of the Act respecting occupational health and safety on protective special leave for pregnant or nursing workers.

However, following a written request to this effect, the employer shall pay the employee an advance on the benefits to be received, based on the anticipated payments. Should the CSST pay the benefits anticipated, the employer's advance shall be reimbursed from these benefits. Otherwise, the advance shall be reimbursed at the rate of ten per cent (10%) of the sum paid each pay period, until the debt has been paid off.

However, in the case of an employee who exercises her right to ask for a review of the CSST's decision or to contest this decision before the Commission des lésions professionnelles, no reimbursement shall be required before the CSST's administrative review decision or the decision of the Commission des lésions professionnelles, 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 she spends working on a video display terminal. 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 her 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 shall then assign the employee to other duties that she is reasonably able to accomplish for the rest of her hours of work.

A respiratory care therapist who is pregnant and who works in constant contact with anesthetic gases may be transferred, at her request or the request of the employer, to another respiratory care unit. This transfer is only temporary and, upon returning from her maternity leave, she shall resume her position.

### **Other special leave**

**22.19A** An employee shall also be 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** In the case of visits covered by subparagraph c) of clause 22.19A, the employee shall benefit from special leave with full pay for up to a maximum of four (4) days. Such special leave may be taken in half-days.

During this special leave granted under the terms of this section, an employee shall be entitled to the benefits provided by clause 22.13 insofar as she is normally entitled to them, and by clause 22.18 in Section II. An employee covered by subparagraph a), b) or c) of clause 22.19A may also draw benefits under the sick leave or salary insurance plans. In the case of subparagraph c) however, the employee must first use up the four (4) days mentioned in the preceding paragraph.

## **SECTION IV OTHER PARENTAL LEAVE**

### **Paternity leave**

**22.21** A male employee shall be entitled to a maximum of five (5) working days of paid leave for the birth of his child. The employee shall also be entitled to this leave if the child is stillborn and the delivery takes place after the beginning of the twentieth (20th) week preceding the due date. The leave may be taken non-continuously and must be taken between the beginning of delivery and the fifteenth (15th) 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 is pregnant shall also be entitled to this leave if she is designated as one of the child's mothers.

**22.21A** At the birth of his child, the male employee is also entitled to an unpaid paternity leave of a maximum of five (5) weeks, which, subject to clauses 22.21B and 22.21C, must be taken consecutively. This leave must end at the latest at the end of the fifty-second (52<sup>nd</sup>) week following the birth of the child.

A female employee whose spouse is pregnant is entitled to the leave mentioned above if she is designated as one of the child's mothers.

**22.21B** When his child is hospitalized, the employee may interrupt his paternity leave, after reaching an agreement with his employer, by returning to work during the child's hospitalization period.

**22.21C** Upon request from the employee, the paternity leave may be split up into non-consecutive weeks if the child is hospitalized or if a situation arises and would justify the employee's absence, in accordance with clause 79.1 or 79.8 of the Labour Standards Act (S.R.Q., chapter N-1.1), arises.

The paternity leave may be interrupted for a maximum number of weeks equal to the number of weeks the child is hospitalized or the number of weeks the situation provided for in clauses 79.1 or 79.8 lasts, without however exceeding fifteen (15) weeks in the first case and six (6) weeks in the latter case.

During such interruption, the employee shall be considered to be on leave without pay and shall not receive any compensation or benefits from the employer. However, he shall be entitled to all the benefits provided for in clause 22.28.

**22.21D** An employee who provides his employer, before the end of his paternity leave, with a notice and medical certificate to the effect that the child's state of health requires it, shall be entitled to an extension of his paternity leave. The length of this extension shall be as indicated in the medical certificate.

During this extension, the employee is considered to be on leave without pay and shall not receive any compensation or benefits from the employer. However, he shall be entitled to the benefits provided in clause 22.28.

#### **Leave for adoption and leave without pay in view of adoption**

**22.22** An employee who legally adopts a child other than the child of her/his spouse shall be entitled to a maximum of ten (10) weeks of adoption leave which, subject to clauses 22.22A and 22.22B, must be taken consecutively.

For an employee who is eligible for the Québec Parental Insurance Plan, this leave is simultaneous to the period during which she/he receives payments under the terms of the Parental Insurance Act, and it must start at the latest in the week following the first payment of these benefits.

For an employee who is not eligible for the Québec Parental Insurance Plan, this leave shall be taken after the child's placement order is issued, or an equivalent document in the case of an international adoption, in conformity with the adoption plan or at another time agreed upon with the employer.

**22.22A** When an employee's child is hospitalized, the employee may interrupt her/his leave for adoption, subject to an agreement with the employer, by returning to work during the hospitalization period.

**22.22B** Upon request from the employee, the leave for adoption may be split up into separate weeks if her/his child is hospitalized or if a situation arises and would justify the employee's absence, in accordance with clause 79.1 or 79.8 of the Labour Standards Act (S.R.Q., chapter N-1.1).

The leave for adoption may be interrupted for a maximum number of weeks equal to the number of weeks the child is hospitalized or the number of weeks the situation provided for in clauses 79.1 or 79.8 lasts, without however exceeding fifteen (15) weeks in the first case and six (6) weeks in the latter case.

During such interruption, the employee shall be considered to be on leave without pay and shall not receive any compensation or benefits from the employer. However, she/he shall be entitled to all the benefits provided in clause 22.28.

**22.22C** Upon resuming the leave for adoption after it was interrupted or fractioned in accordance with clauses 22.22A or 22.22B, the employer shall pay the employee the benefits she/he would have been entitled to if she/he had not interrupted or fractioned the leave, for the number of weeks of leave remaining under the terms of clause 22.22.

**22.22D** An employee who provides her/his employer, before the end of the leave for adoption, with a notice and medical certificate to the effect that the child's state of health requires it, shall be entitled to

an extension of her/his leave. The length of this extension shall be as indicated in the medical certificate.

During this extension, the employee is considered to be on leave without pay and shall not receive any compensation or benefits from the employer. However, she/he shall be entitled to the benefits provided in clause 22.28.

**22.23** During the leave for adoption provided in clause 22.22, an employee shall receive benefits equal to the difference between her/his basic weekly salary and the amount of benefits she/he receives, or would receive if she/he applied for it, under the terms of the Québec Parental Insurance Plan or the Employment Insurance Plan.

The second and third sub-paragraphs of clause 22.10 or the second and third sub-paragraphs of paragraph b) under clause 22.11, as the case may be, and clause 22.10A shall apply subject to the necessary adjustments.

**22.24** An employee who is not eligible for 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 her/his spouse's child shall receive, during the leave for adoption provided in clause 22.22, compensation equal to her/his basic weekly salary.

**22.24A** An employee who adopts the child of her/his spouse shall be entitled to a period of leave not exceeding five (5) working days, of which only the first two days are paid.

This leave may be interrupted and cannot be taken after the expiration of the fifteen (15)-day period following the arrival of the child into the employee's home.

**22.24B** Sub-paragraphs a), b) and d) of clause 22.12 shall apply to an employee entitled to benefits under the terms of clause 22.23 or 22.24, subject to the necessary adjustments.

**22.25** An employee shall be entitled, for the adoption of a child, to an unpaid leave not exceeding ten (10) weeks from the effective date of the child's custody, except if the child is her/his spouse's child.

An employee traveling outside of Québec for the purpose of adopting a child, except in the case of her/his spouse's child, shall be entitled, upon written request to the employer, if possible two (2) weeks in advance, to an unpaid leave allowing the time necessary for such trip.

Notwithstanding the preceding paragraphs, the leave without pay shall end at the latest in the week following the first payment of benefits from the Québec Parental Insurance Plan or the Employment Insurance Plan, at which time the terms of clause 22.22 shall come into effect.

During the leave without pay, the employee shall be entitled to the benefits provided for in clause 22.28.

**22.26** If the leave for which an employee has received benefits under the terms of clause 22.23 or 22.24 does not result in the adoption of a child, the employee shall then be considered to have been on unpaid leave, in accordance with clause 22.25, and shall reimburse said benefits at a rate of ten per cent (10%) of the amount paid per period of pay, until the debt is paid, unless the local parties agree otherwise.

## Leave without pay and part-time leave without pay

**22.27** a) An employee shall be entitled to one of the following leaves:

- 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 22.21;
- 3) a maximum of two (2) years of leave without pay immediately following the leave for adoption provided for in clause 22.22.

A full-time employee who does not avail herself or himself of this leave without pay shall be entitled to part-time leave without pay established over a maximum period of two (2) years.

During such leave, and upon written request at least thirty (30) days in advance to the employer, the employee shall be 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 form of part-time leave without pay.

Notwithstanding the preceding provisions, an employee may make a second change in her/his leave without pay or part-time leave without pay, providing that she/he gives notice of it in her/his first request for a change.

A part-time employee shall also be entitled to this part-time leave without pay. However, in the event of a disagreement with the employer over the number of days of work per week, a part-time employee shall perform the equivalent of two-and-one-half (2-1/2) days of work

An employee who does not make use of her/his leave without pay or part-time leave without pay may, for the portion of leave that her/his spouse has not used, choose to take leave without pay or part-time leave without pay in accordance with the formula established.

When an employee's spouse is not a public-sector employee, the employee may choose to use the leave provided for above whenever she/he so chooses 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.

**22.28** During leave without pay as provided for in clause 22.27, an employee shall continue to accumulate seniority and retain experience, and continue to participate in the applicable basic health insurance plan, paying her/his 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, she/he may continue to participate in the applicable optional insurance plans if she/he so requests at the beginning of leave and if she/he pays the full amount of the premiums.

During part-time leave without pay, an employee shall also accumulate seniority and, by virtue of working, shall be governed by the rules applicable to part-time employees.

Notwithstanding the preceding paragraphs, an employee shall accumulate experience for the purpose of determining her/his salary during the first fifty-two (52) weeks of leave without pay or part-time leave without pay.

During one of the types of leave provided in clause 22.27, an employee shall have the right to apply for a posted position and obtain it in accordance with the provisions of the collective agreement as if she/he were at work.

**22.29** An employee may take a postponed annual vacation immediately before her/his leave without pay or part-time leave without pay providing that there is no discontinuity with her/his paternity leave, maternity leave or leave for adoption, as the case may be.

For the purposes of this clause, statutory holidays or floating days off accumulated before the beginning of the maternity leave, paternity leave or adoption leave shall be treated like postponed annual vacation.

**22.29A** At the end of this leave without pay or part-time leave without pay, an employee shall resume her/his position or, where applicable, a position that she/he has obtained at her/his request, in accordance with the provisions of the collective agreement. In the event that her/his position has been abolished or that she/he has been bumped, the employee shall be entitled to the benefits she/he would have received had she/he 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 shall resume the assignment she/he had when she/he left on leave if the assignment was scheduled to last longer than this leave. Should the assignment be terminated, the employee shall be entitled to any other assignment, in accordance with the provisions of the collective agreement.

#### **Leave for parental responsibilities**

**22.29B** Upon presentation of a supporting document, up to one (1) year of leave without pay or part-time leave without pay shall be granted to an employee whose minor child is emotionally disturbed, handicapped or suffering from an extended illness and whose condition requires the presence of the employee in question. The terms and conditions for this leave shall be the same as those provided in clauses 22.28, 22.30 and 22.30B.

**22.29C** Subject to the other provisions of the collective agreement, an employee may, after having notified her/his employer as quickly as possible, take up to six (6) days of time off work without pay per year when she/he is expressly required to attend to her/his minor child or the minor child of her/his spouse for reasons of health, safety or education.

Leave days used for this purpose shall be deducted from the employee's annual bank of sick leave days or taken as leave without pay, at the employee's discretion.

This leave may also be split into half days if the employer agrees.

## Miscellaneous provisions

**22.30** The leave covered by clause 22.22, the first (1st) paragraph of clause 22.25, clause 22.27 and clause 22.29B shall be granted following a written request submitted at least two (2) weeks in advance.

Part-time leave without pay shall be 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 return to work.

It must also specify how the leave is to be organized in terms of the position held by the employee. Should the employer disagree with the number of days of leave per week, a full-time employee shall be entitled to a maximum of two-and-one-half (2-1/2) days per week or the equivalent thereof, for up to two (2) years.

In the event of disagreement with the employer over the scheduling of these days, the employer shall schedule them.

At any time, the employee and the employer may agree to reorganize part-time leave without pay..

**22.30A** During the fourth (4th) week preceding the end of an employee's leave for adoption, the employer must send the employee notice indicating the date on which the said leave is scheduled to end.

An employee to whom the employer has sent the above notice shall report for work when her/his leave for adoption expires unless the leave is extended as provided in clause 22.30.

An employee who does not comply with the preceding paragraph shall be 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 shall be presumed to have resigned.

**22.30B** An employee to whom the employer has sent notice of the end of leave without pay four (4) weeks in advance must give prior notice of her/his return to work at least two weeks before the end of the said leave. Failing this, she/he shall be deemed to have resigned.

An employee who wishes to end her/his leave without pay or part-time leave without pay before the scheduled date must give prior notice in writing of her/his intention to do so at least twenty-one (21) days before returning to work. In the case of leave without pay of more than fifty-two (52) weeks, at least thirty days of prior notice shall be given.

**22.30C** An employee who takes the paternity leave provided for in clause 22.21 or the leave for adoption provided for in clause 22.22 or clause 22.24A, shall be entitled to the benefits provided for in clause 22.13, insofar as she/he is normally entitled to them, and those provided for in clause 22.18 of Section II.

**22.30D** An employee who is entitled to a regional disparities premium under the terms of this collective agreement shall receive the premium during her/his maternity leave as provided in Section II.

An employee who is entitled to a regional disparities premium under the terms of this collective agreement shall receive the premium for the weeks during which she/he receives benefits pursuant to clauses 22.23 or 22.24



**22.30E** Any benefits or compensation covered in this Article that started being paid before a strike shall continue to be paid during the strike.

**22.31** In the event that amendments are made to the Québec Parental Insurance Plan, the Employment Insurance Act or the Labour Standards Act with respect to parental rights, the parties shall meet to discuss the implications of such modifications on the present parental rights plan.

**22.32** An employee who receives, as of December 31, 2005, Employment Insurance benefits in connection with parental rights, shall continue to be covered, during her/his leave, by the conditions in effect on that date with regards to parental rights.

## ARTICLE 23

### LIFE, HEALTH AND SALARY 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 shall be entitled to the plans described hereinafter as of the date indicated and until their effective retirement, whether or not they have completed their probation period:

a) Every 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 she/he participates 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 she/he participates after one (1) month of continuous service.

For the purpose of applying the second (2nd) subparagraph of a) and paragraph b), the percentage of time worked by a part-time employee shall be 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. However, if the employee has not completed the relevant period of continuous service on October 31, or if her/his date of hiring falls between November 1 and December 31, the percentage of time worked shall be calculated as soon as she/he completes 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 shall send her/his written notice indicating the percentage of time worked during the relevant period.

A new employee who has worked twenty-five per cent (25%) or less of full time shall have the choice of participating or not in the basic life or salary insurance plans. If she/he chooses to participate, she/he shall so notify the employer in writing within ten (10) calendar days of receiving the notice sent to her/him by the employer.

On January 1 of each year, an employee whose amount of work has diminished 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 salary insurance plans, providing that she so notifies the employer in writing within ten (10) calendar days of receiving the notice sent to her/him by the employer.

An employee who works twenty-five per cent (25%) or less of full-time and who has chosen not to participate in the basic life or salary insurance plans may modify her/his choice on January 1 of each year. She/he must so notify the employer 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 compulsory after one (1) month of continuous service.

4) The employer shall pay the full contribution to the basic health insurance plan for an employee mentioned in paragraph a), and half of this contribution for an employee covered by paragraph b). An employee covered by paragraph b) shall pay the balance of the employer's contribution in addition to her/his own contribution.

If an employee has not completed one (1) month of continuous service on October 31, or if her/his date of hiring falls between November 1 and December 31, the percentage of time worked shall be calculated as soon as she/he completes one (1) month of continuous service, and the employer's contribution shall remain unchanged for the subsequent year beginning on January 1.

**23.02** For the purpose of this article, "dependent" shall mean the spouse, the dependent child of an employee or a person with a functional impairment as defined hereinafter:

i) spouse: within the meaning of Article 1 of the collective agreement.

However, this status of spouse shall be lost with the dissolution of the marriage by divorce or annulment, or with de facto separation of more than three (3) months, or the nullity or dissolution of the union, in the case of a common-law marriage. An employee who is not cohabiting with her/his spouse may designate another person in lieu of the legal spouse if the other person satisfies 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 her/his 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 shall also be considered to be a dependent child.

iii) person with a functional impairment: a person of full legal age, without a spouse, suffering from a functional impairment defined in the Regulation on the general prescription drug insurance plan that occurred before the person reached eighteen (18) years of age, who does not receive any benefits under a last-resort assistance programme provided for in the Income Security Act, who is residing with an employee and for whom the employee or her/his spouse would exercise parental authority if the person were a minor.

### **23.03 Definition of disability**

Disability shall be understood to mean a state of incapacity resulting from an illness, including an accident or a complication of pregnancy, a tubal ligation, a vasectomy or similar cases related to family planning, or an organ or bone marrow donation, which is being monitored medically and that renders the employee totally incapable of performing the usual tasks of her/his position, or any other similar position with similar remuneration offered to her/him by the employer.

**23.04** A period of disability shall be any continuous period of disability or a series of successive periods separated by a period of actual full-time work or of availability for full-time work, unless the

employee can establish to the satisfaction of the employer or his representative that a subsequent period is due to an illness or to an accident completely unrelated to the cause of the previous disability.

This period of actual full-time work or of availability for full-time work shall be of:

- 1- less than twenty-two (22) days if the period of disability is less than twenty-six (26) weeks;
- 2 less than sixty (60) days if the period of disability is twenty-six (26) weeks or more.

**23.05** A period of disability resulting from illness or injury voluntarily caused by the employee herself/himself, by alcoholism or by drug addiction, by active participation in a riot, insurrection or criminal acts or service in the armed forces shall not be 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 her/his rehabilitation shall be recognized as a period of disability.

**23.06** To offset the employer's contribution to the insurance benefits provided below, the total rebate authorized by Human Resources and Social Development Canada (HRSDC) in the case of a registered plan shall accrue to the employer.

**23.07** The provisions concerning the life, health and salary insurance plans provided in the previous collective agreement shall remain in force until this collective agreement comes into force.

**23.08** The union insurance committee shall be responsible for establishing the basic health insurance plan and the optional life insurance, health insurance and salary insurance plans, which are an integral part of the insurance contract.

The insurance contract must be subscribed from an insurance company whose head office is located in Québec.

The optional plans that may be introduced by the committee are life insurance, health insurance and salary insurance plans.

Premiums for the optional plans shall be borne entirely by participants. Participation shall be optional according to 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 shall receive a copy of the specifications, the list of insurance companies tendering and a copy of the contract. The CPNSSS shall be informed of any change in the contract, and changes affecting the administration of the plans shall be 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 shall meet as necessary to try and resolve problems related to the administration of the basic health insurance plan and the optional plans.

The employer shall do the work required to establish and implement the basic health insurance plan and the optional plans in accordance with the terms of the contract reached between the insurer and

the union committee. The employer shall co-operate in any campaign concerning the insurance plans. In particular, the employer shall do the following:

- a) provide information to employees;
- b) register and withdraw employees;
- c) forward to the insurer applications for coverage and relevant information for keeping the insured person's file up to date with the insurer;
- d) forward to the insurer requests to terminate coverage;
- e) collect the required contributions and remit to the insurer the premiums deducted or received from employees, as the case may be;
- f) give employees application forms, benefits forms, bulletins, pamphlets, insurance certificates or other papers supplied by the insurer;
- g) transmit information normally required from the employer by the insurer to settle certain benefits;
- h) transmit to the insurer the names of employees who have informed the employer that they have decided to retire.

The waiting period applicable to the salary 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 salary after taxes, including the benefits that the employee may receive from any other sources, in particular the Québec Pension Plan Act, the Québec Automobile Insurance Act, the Act respecting industrial accidents and occupational diseases 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 law ratifying the James Bay and Northern Québec Agreement 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 salary insurance plans.

## **SECTION II BASIC LIFE INSURANCE PLAN**

**23.09** An employee covered by subparagraph a) of clause 23.01 shall be entitled to six thousand four hundred dollars (\$6,400) in life insurance.

An employee covered by subparagraph b) of clause 23.01 shall be entitled to three thousand two hundred dollars (\$3,200) in life insurance.

The employer shall pay on hundred per cent (100%) of the cost of the above-mentioned life insurance.

**23.10** Employees entitled on the date the previous collective agreement came into force 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 this previous collective agreement for the amount of over and above the 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, shall 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 pay, as monthly payments, 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 shall cover 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 her/his condition necessitates her/his hospitalization outside of Québec, purchase of an artificial limb in the event of loss during an insured period, and 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** The employer's contribution to the basic health insurance plan for any employee excluding the costs of hospitalization in a semi-private room, may not exceed the lesser of the following amounts:

- a) in the case of a beneficiary insured for herself or himself and her/his dependents: five dollars (\$5.00) per month;
- b) in the case of a beneficiary insured for herself or himself alone: two dollars (\$2.00) per month;
- c) double the premium paid by the beneficiary herself or himself 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.

**23.13** The insurance contract must provide for waiving the employer's contribution as of the one hundred and fifth (105th) week of an employee's disability.

**23.14** Participation in the basic health insurance plan is compulsory.

However, an employee may, upon written notice to her/his employer, refuse to or cease to participate in the health insurance plan providing that she/he proves that she/he is 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 of more than twenty-eight (28) days may cease to participate in the basic health insurance plan on the same conditions. If the said conditions are not met, the employee shall pay the full amount of her/his contributions and the employer's contributions.

**23.15** Subject to the provisions of clause 23.14, during a suspension of no more than twenty-eight (28) days, an employee shall continue to participate in the insurance plans. 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 her/his 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 once again participate in accordance with the conditions provided in the contract.

#### **SECTION IV SALARY INSURANCE PLAN**

**23.17** Subject to the provisions of this agreement, employees shall be entitled to the following for each period of disability during which they are absent from work:

a) Up to the lesser of the number of accumulated days of sick leave credited to her/him or five (5) working days, payment of benefits equal to the salary she/he would receive if she/he were at work.

However, if an employee must be absent from work because of illness without having enough days credited to her/him to cover the first five (5) working days of the absence, she/he may use in advance the days that she/he will accumulate up to November 30 of the current year. However, if the employee leaves the position before the end of the year, she/he must reimburse the employer at the rate prevailing at the time of her/his departure out of her/his last pay for the days of sick leave taken in advance and not yet earned.

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 her/his salary.

For purposes of calculating benefits, the employee's salary shall be the rate on the applicable salary scale that the employee would receive if at work, including the additional remuneration provided for in Article 5 of Appendix D if applicable; nevertheless an employee may only benefit from one advancement in echelon during the same period of disability, if her/his advancement was to occur during the six (6) months following the beginning of the disability.

For part-time employees, the amount of benefits shall be established in proportion to the time worked during the last fifty-two (52) calendar weeks preceding an invalidity period, compared to the amount of benefits payable to a full-time employee. The weeks during which a period of sick leave, vacation or maternity, adoption or protective leave or leave without pay provided for in the collective agreement, shall be excluded from this calculation.

However, this calculation must cover at least twelve (12) weeks, otherwise the employer shall take into account the weeks prior to the fifty-two (52) week period, until the calculation covers a twelve (12) week period.

In case 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 shall then be made on the basis of this last period.

c) Beginning the eighth (8th) week of disability as defined in clause 23.03, an employee who receives salary insurance benefits may, upon recommendation from a physician designated by the employer, or at her/his request and upon recommendation from her/his attending physician, be entitled to one or more periods of rehabilitation in her/his position, within her/his assignment or, if her/his assignment has ended, within another assignment, within a period of time not exceeding three (3) consecutive months.

This rehabilitation shall be possible with the consent of the employer, providing that it will enable the employee to perform all of her/his usual duties. During any rehabilitation period, the employee shall continue to be covered by the salary insurance plan.

At the end of the three (3) months, the employer and the employee may, upon recommendation from the attending physician, agree to extend this period for a maximum of another three (3) consecutive months.

The employer may, upon recommendation from his designated physician, extend a rehabilitation period.

An employee may end her/his period of rehabilitation before the end of the period agreed upon, upon presentation of a medical certificate from her/his attending physician. The employer may, upon recommendation from her/his designated physician, end a period of rehabilitation.

During rehabilitation, an employee shall be entitled to both her/his salary for the proportion of time worked and the benefits she/he is entitled to 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 established to calculate her/his benefits and the number of days worked.

A rehabilitation period shall not result in an interruption of the period of disability nor extend the period during which full or reduced salary insurance benefits are paid beyond one hundred and four (104) weeks of benefits for that disability.

At the end of a period of rehabilitation, the employee may return to her/his position if she/he is no longer disabled. If her/his disability persists, the employee shall continue to receive her/his benefits for as long as she/he is entitled to them.

**23.18** A disabled employee shall continue 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 remain payable, including the waiting period, and for one (1) additional year if she/he is disabled at the end of the twenty-fourth (24th) month, unless she/he returns to work, dies or retires before the end of this period. She/he shall benefit from a waiver of her/his 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 upon the expiry of the period provided in the third paragraph of clause 23.32, 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 her/his rights as such, particularly with respect to the accumulation of days of sick leave.

If the insurance contract so provides, an employee shall continue to benefit from the insurance plans provided for in the collective agreement for a period of three (3) years following the start of her/his disability. Her/his contributions shall be waived after the expiry of the waiting period.

**23.19** The salary insurance benefits shall be reduced by the initial amount of all disability benefits payable under any law, including the Quebec Automobile Insurance Act, the Quebec Pension Plan Act, 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 shall apply:



a) in the event that the disability entitles the employee to benefits payable under the Quebec Pension Plan Act or various acts respecting pension plans, the salary insurance benefits shall be reduced by the amount of these disability benefits;

b) in the event that the disability entitles the employee to benefits paid under the terms of the Quebec Automobile Insurance Act, the following provisions shall apply:

i) for the period covered by paragraph a) of clause 23.17, if the employee has a reserve of sick days, the employer shall pay the employee the difference between her/his net salary and the benefits payable by the Société d'assurance automobile du Québec (SAAQ). The bank of sick days shall be reduced in proportion to the amount paid in this way;

ii) for the period covered by paragraph b) of clause 23.17, the employee shall receive the difference between eighty-five per cent (85%) of her/his net salary<sup>1</sup> and the benefits payable by the SAAQ.

c) in the case of an employment injury entitling the employee to income replacement benefits paid pursuant to the Act respecting industrial accidents and occupational diseases, the following provisions shall apply:

i) the employee shall continue to receive ninety per cent (90%) of her/his net salary<sup>1</sup> from her/his employer until the date on which her/his injury is consolidated without, however, exceeding one hundred and four (104) weeks from the beginning of her/his period of disability;

ii) in the event that her/his injury is consolidated before the one hundred and fourth (104th) week following the date on which her/his continuous absence began as a result of an employment injury, the salary insurance plan provided in clause 23.17 shall apply if the employee is, following that same injury, still disabled as defined in clause 23.03, in which case the date on which such an absence begins shall be considered the date on which the disability began for the purposes of applying the salary insurance plan;

iii) the benefits paid by the Commission de la santé et de la sécurité du travail (CSST) for that same period shall be paid to the employer, up to the amounts provided in i) and ii).

The employee shall sign the required forms to authorize said reimbursement to the employer.

The employee's bank of sick leave shall not be affected by such an absence and the employee shall be deemed to be receiving salary insurance benefits.

No salary insurance benefits shall be paid for a disability compensated by virtue of the Act respecting industrial accidents and occupational diseases when the employment injury entitling the employee to said compensation occurred with another employer, in such an event, the employee shall be required to inform her/his employer of such an occurrence and the fact that she/he is receiving income replacement benefits. Notwithstanding, in the event that the CSST ceases payment of benefits pursuant to the Act respecting industrial accidents and

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<sup>1</sup> Net Salary is understood as comprising the gross salary from which are deducted the federal and provincial taxes, as well as the contributions to the Québec Pension Plan (RRQ) and the Employment Insurance Plan.

occupational diseases following an employment injury which occurred with another employer, the salary insurance plan provided in clause 23.17 shall apply if the employee is still disabled as defined in clause 23.03 and, in such an event, the date of the beginning of said absence shall be considered to be the date on which the disability began as defined for the purposes of applying the salary insurance plan.

In order to receive the benefits provided in clause 23.17 and in this clause, the employee shall inform the employer of the amount of weekly benefits payable by virtue of any legislation.

**23.20** Payment of the benefits shall cease upon the employee's effective date of retirement. The amount of the benefits shall be divided, as may be 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 shall be paid during a strike, except for a disability which began prior to it.

**23.22** The payment of sick leave benefits as well as salary insurance benefits shall be made directly by the employer, subject to the presentation by the employee of such documentary evidence as may be reasonably required.

An employee shall be entitled to reimbursement of any amount charged by a physician for any request for additional medical information required by the employer.

An employee is responsible for seeing to it that all justifying documents are duly completed.

**23.23** Regardless of the duration of the absence, or whether such absence is compensated or not, or whether an insurance contract is underwritten or not for the purpose of protecting against the risk, the employer or the insurer or the government agency chosen by the employer party as representing the employer for this purpose may verify the reason for the absence and control the nature as well as the duration of the disability.

**23.24** In order to permit verification, the employee must notify her/his employer without delay whenever she/he is unable to report to work because of illness and promptly submit the documentary evidence required as provided in clause 23.22; the employer or his representative may require a declaration by the employee or her/his attending physician except in cases where, because of circumstances, no physician was consulted. In the case of any absence, the employer may have the employee examined, in which case the employer informs the union in writing at the same time as the employee, and the cost of the examination shall not be borne by the employee, and reasonable travelling expenses incurred shall be 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 the need arises, when the employer considers it appropriate due to the accumulation of absences. If the employee makes a false declaration or if the reason for the absence is other than the illness of the employee, the employer may take appropriate disciplinary measures.

**23.26** If, because of the nature of her/his illness or injuries, the employee cannot notify the employer without delay and promptly submit the required evidence, she/he must do so as soon as possible.

**23.27 Procedure for settling a dispute concerning a disability**

An employee may contest any dispute concerning the alleged non-existence or termination of a disability, or concerning a decision from the employer requiring her/him to undergo or extend a rehabilitation period, using the following procedure:

1- The employer must notify the employee and the union in writing of his decision not to recognize or to no longer recognize a disability, or to require the employee to undergo or extend a period of disability. The notice sent to the employee shall be accompanied by the report(s) and expert medical opinion(s) directly related to the disability that the employer will send to the medical arbitrator or arbitrator, as the case may be, and that will be used in the arbitration procedure provided in paragraph 3 or 4.

2- An employee who does not report for work on the day indicated in the notice mentioned in paragraph 1 shall be 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 shall be deemed to have been filed on the day on which the union receives notice from the employer indicating that the employee did not report for work on an assignment offered to her/him or no more than seven (7) days after receiving the notice mentioned in paragraph 1.

3- If the disability lies in the field of practice of a physiatrist, psychiatrist or orthopaedist, the medical arbitration procedure shall apply:

a) the local parties shall have ten (10) days from the date on which the grievance is filed to agree on the designation of a medical arbitrator. If there is no agreement on the relevant specialty in the first five (5) days, the specialty shall be determined in the following two (2) days by the general practitioner or his/her substitute<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 shall dispose of the number of days remaining in the ten (10)-day period to agree on the designation of the medical arbitrator. Failing agreement on the choice of the medical arbitrator, the registrar shall designate one, in rotation, from the list set out in this subparagraph, 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  
Parent, René, Québec

##### **Western sector<sup>1</sup>**

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<sup>1</sup> For the duration of this collective agreement, the general practitioner is Dr. Gilles Bastien and his substitutes are Germain Chagnon, Daniel Choinière and Réjean Haineault.

<sup>2</sup> The Eastern sector includes the following regions : Bas St-Laurent, Saguenay-Lac St-Jean, Québec, Chaudière-Appalaches, Côte-Nord, Gaspésie-Îles-de-la-Madeleine.

Bouthillier, Claude, Montréal  
Lambert, Richard, Montréal  
Morand, Marcel, Laval  
Tinawi, Simon, Montréal

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<sup>1</sup> The Western sector includes the following regions : Mauricie, Estrie, Montréal-Centre, Outaouais, Abitibi-Témiscamingue, Nord du Québec, Laval.

## **ORTHOPAEDICS**

### **Eastern sector<sup>1</sup>**

Beaupré, André, Québec  
Bélanger, Louis René, Chicoutimi  
Blanchet, Michel, Charlesbourg  
Fradet, Jean-François, Québec  
Gilbert, André, Québec  
Lacasse, François, Chicoutimi  
Lemieux, Rémy, Chicoutimi  
Lépine, Jean-Marc, Sainte-Foy  
Séguin, Bernard, Chicoutimi

### **Western sector<sup>2</sup>**

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, Saint-Antoine des Laurentides  
Major, Pierre, Montréal  
Murray, Jacques, Tracy  
Ranger, Pierre, Laval  
Renauld, Eric, Laval  
Renaud, Paul E., Montréal  
Perron, Odette, Hull

## **Psychiatry**

### **Eastern sector<sup>1</sup>**

Brochu, Michel, Québec  
Gauthier, Yvan, Québec  
Jobidon, Denis, Québec  
Laplante, Bruno, Québec  
Leblanc, Gérard, Québec  
Rochette, Denis, Chicoutimi

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<sup>1</sup> The Eastern sector includes the following regions : Bas St-Laurent, Saguenay-Lac St-Jean, Québec, Chaudière-Appalaches, Côte-Nord, Gaspésie-Îles-de-la-Madeleine.

<sup>2</sup> The Western sector includes the following regions : Mauricie, Estrie, Montréal-Centre, Outaouais, Abitibi-Témiscamingue, Nord du Québec, Laval.

Simard, Normand, Chicoutimi

**Western sector<sup>1</sup>**

Côté, Louis, Montréal

Côté, Paul, Gatineau

Fortin, Hélène, Verdun

Gascon, Louis, Montréal

Grégoire, Michel F., Montréal

Massac, Charles-Henri, Montréal

Morin, Luc, Verdun

Poirier, Roger-Michel, Montréal

Turcotte, Jean-Robert, Montréal

b) To be designated, 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 shall send the medical arbitrator the files and expert opinions directly related to the disability that are produced by their respective physicians.

d) The medical arbitrator shall meet with the employee and examine her/him if he/she deems 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 shall be reimbursed by the employer in accordance with the provisions of the collective agreement. If the employer's health does not allow her/him to travel, she/he shall not be required to do so.

f) In case the medical arbitrator concludes that the employee is or remains disabled, he may also determine the employee's ability to undergo a period of rehabilitation.

g) The medical arbitrator shall render a decision on the basis of the documents provided in accordance with the provisions of subparagraph c) and the meeting provided in subparagraph d). He/she must render a decision no later than forty-five (45) days after the date the grievance is filed. His/her decision shall be final and binding.

4- If the disability does not fall within the field of practice of a physiatrist, psychiatrist or orthopaedist, the arbitration procedure provided in Article 11 shall apply. The employer shall be responsible for notifying the registrar of the filing of the grievance and sending a copy of this notice to the union. As soon as the grievance is received by the Registry, the registrar shall designate in rotation an arbitrator from the list established by geographical sector in clause 11.04.

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<sup>1</sup> The Western sector includes the following regions : Mauricie, Estrie, Montréal-Centre, Outaouais, Abitibi-Témiscamingue, Nord du Québec, Laval.

If the employer disputes the termination of the employee's disability period, he shall advise the employee and the union in writing. The employee shall have thirty (30) days after the employer's decision to file a grievance. The provisions of sub-paragraphs 3 or 4, as the case may be, shall apply.

The employee shall receive the salary insurance benefits provided for in this article until the date of her/his return to work or until the medical arbitrator's or 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 or arbitrator has ruled otherwise.

If the decision is that the disability does not exist or has ceased to exist, the employee shall reimburse the employer at the rate of ten per cent (10%) of the amount paid by pay period, until the debt is paid.

An employee may not dispute, under the terms of this collective agreement, her/his ability to return to work in cases where a competent instance or tribunal established by law, particularly the Québec Automobile Insurance Act, the Act respecting industrial accidents and occupational diseases or the Act respecting assistance and compensation for victims of crime, has already rendered a decision concerning her/his ability to return to work with regard to the same disability or the same 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 shall remain credited to her/him and may be used, at the regular salary rate in effect when used, in the following manner:

- a) to cover the waiting period of five (5) working days when the employee has exhausted her/his 9.6 sick days provided in 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 IX of the Act)

In this case the bank of sick days is usable in total, in the following ways:

- 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 salary and the salary insurance benefits provided for in paragraph b) of clause 23.17. During this period, the reserve of sick days is reduced in proportion to the amount paid in this way.

The same rule applies on the expiry of the one hundred and four (104) weeks of salary insurance benefits. For the purpose of applying this clause, net salary means the gross salary minus federal and provincial taxes and QPP, employment insurance and pension plan contributions.

e) upon the employee's termination, the accumulated payable sick days are paid to her/him one at a time for up to sixty (60) working days. Anything over sixty (60) working days of accumulated sick leave shall be paid to her/him at the rate of half of a working day per accumulated working day up to thirty (30) working days. The maximum number of payable days at the time of termination may in no case exceed ninety (90) working days.

**23.29** At the end of each month of remunerated service, an employee shall be 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 shall be calculated at the rate provided in that collective agreement, minus 0.20 days per month. For the purposes of applying this clause, any authorized absence of more than thirty (30) days shall interrupt accumulation of sick leave; however, said accumulation shall not be 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 shall interrupt the accumulation of annual vacation, regardless of the reference period provided in clause 21.03.

An employee may use three (3) of the sick days provided in the first paragraph as personal days. An employee may take these days separately and shall so advise the employer at least twenty-four (24) hours in advance. The employer may not refuse without a valid reason.

Sick days to be accumulated by November 30 of the current year may be used in advance. However, they may not be used in advance between December 16 and January 15, unless there is an agreement to this effect with the employer. Should the employee leave the position before the end of the year, she/he shall reimburse the employer out of her/his last pay cheque at the prevailing rate at the time of her/his departure for days of leave taken in advance and not yet accumulated.

**23.30** An employee who has not used all of the sick days to which she/he is entitled in accordance with clause 23.29 shall be paid on December 15 of each year for days accumulated in this way and not used as of November 30 of each year.

**23.31** Disability periods already started on the date this collective agreement comes into force shall not be interrupted.

**23.32** Instead of accumulating sick days as provided in clause 23.29, a part-time employee shall receive with each pay 4.21% of:

- her/his salary;
- the salary she/he would have received if it were not for unpaid sick leave which occurred while she/he was assigned to her/his position or an assignment;
- the salary used as the basis for establishing maternity, adoption or protective leave. However, the amount calculated during protective leave is not paid with each pay period; rather it is accumulated and paid concurrently with the vacation pay.

However, a new part-time employee who has not completed three (3) months of continuous service and who chooses, by virtue of the provisions of clause 23.01, not to be covered by the insurance plans shall receive 6.21% of the remuneration provided for in the first (1st) paragraph.

A part-time employee covered by subparagraphs a) or b) of clause 23.01 shall be entitled to the other provisions of the salary insurance plan, except that benefits for each period of disability shall only be payable after seven (7) calendar days of absence from work due to a disability, as of the first (1st) day on which the employee was required to report for work.

The preceding paragraph shall not apply to a part-time employee who has decided, by virtue of the provisions of clause 23.01, not to be covered by the insurance plans.



## **SECTION V TERMS 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, the employer may, for as long as the employee is eligible for income replacement benefits, assign her/him temporarily either to her/his original position or, with priority over employees on the recall list and subject to the provisions provided in clause 15.01, to a position temporarily without its incumbent, even if the injury is not consolidated. The assignment shall be 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 her/his injury, that is conducive to the employee's rehabilitation and whose duties she/he is reasonably able to accomplish. The employer shall terminate the assignment upon receiving a medical certificate to this effect from the attending physician. Before the start of the assignment, the employer shall give the employee a copy of the form describing the temporary assignment conditions. As well, he shall inform the union at the start of the assignment that an employee is temporarily assigned.

**23.34** An employee who, despite the consolidation of her/his injury, remains unable to fulfil the normal requirements of her/his job shall be reassigned in accordance with one of the following procedures:

- the employee shall be registered on a special team and shall be deemed to have applied for any vacant or newly created position with the same status if, in the opinion of her/his attending physician, her/his residual capacities allow her/him to perform the duties associated with the position without endangering her/his health, safety or physical well-being, given her/his injury.

Notwithstanding provisions concerning voluntary transfers, the position shall be awarded to the employee with the most seniority on the special team, subject to clause 15.05, providing that she/he is able to meet the normal requirements of the job.

An employee who without a valid reason refuses a position thus offered shall cease to be registered on the special team;

- The local parties may also agree to adapt either her/his original position or a vacant or newly created position for the employee so as to allow her/him to perform only those duties that, in the opinion of her/his attending physician, do not endanger her/his health, safety or physical well-being, given her/his injury.

In no event shall an employee who obtains a position in accordance with the provisions of this clause be paid less than what she/he would have received before the beginning of her/his continuous absence due to her/his injury.

## **SECTION VI RESERVED POSITION**

**23.35** In the event that an employee becomes unable, for medical reasons, to perform some or all of the duties involved in her/his position, the employer and the union may, upon a recommendation from 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 she/he is able to meet the normal requirements. In such a case, the employee shall not suffer a reduction in salary and the position thus awarded shall not be subject to the provisions concerning voluntary transfers.

## ARTICLE 24

### PENSION PLAN

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**24.01** Employees shall be 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.

#### **Progressive pension plan**

**24.02** The purpose of the progressive pension 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 she/he works during the last years before retirement

**24.03** Entitlement to progressive 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 programme once, even if it is cancelled before the expiry date of the agreement.

**24.04** The progressive retirement programme shall be 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 hereinafter called "the agreement".
- c) At the end of the agreement, the employee shall retire;
- d) However, in the event that the employee is not eligible for retirement at the end of the agreement because of circumstances beyond her/his control (e.g. strike, lockout, correction of previous service), the agreement shall be extended until the date on which the employee becomes eligible for retirement.

#### **2) Duration of the agreement and amount of work**

- a) The agreement shall be for a minimum of twelve (12) months and a maximum of sixty (60) months;
- b) Progressive 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 hours of a full-time employee, on an annual basis;
- d) The amount and distribution of time worked shall be agreed upon by the employee and employer and may vary over the term of the agreement. Moreover, during the term of the

agreement the employer and the employee may agree to modify the distribution and percentage of time worked;

e) The agreement between the employee and the employer shall be put in writing and a copy given to the union.

### 3) Rights and benefits

a) For the duration of the agreement, the employee shall be remunerated in proportion to the amount of time worked.

b) An employee shall continue to accumulate seniority as if she/he were not participating in the programme.

For a part-time employee, the reference period for calculating seniority shall be the weekly average number of days of seniority accumulated during her/his last fifty-two (52) weeks of service or since she/he 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 shall be credited with the full-time or part-time service that she/he performed before the start of the agreement.

d) For the duration of the agreement, the employee and the employer shall 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, she/he shall 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 disability period, the employee shall receive salary insurance contributions calculated according to the terms and annual benefit percentage agreed upon, until the termination date of the agreement.

f) In accordance with clause 23.28, days of sick leave credited to an employee may be used within 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 shall benefit from the same basic life insurance plan that she/he had before the start of the agreement.

h) The employer shall continue to pay his premium for the basic health insurance plan corresponding to that paid before the start of the agreement, providing that the employee pays her/his share.

### 4) Voluntary transfer

When an employee benefiting from the progressive retirement programme is voluntarily transferred, the employee and the employer shall 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 shall be terminated.

#### 5) **Bumping or layoff**

For the purposes of applying the bumping procedure, when an employee's position is abolished or the employee bumped, that employee shall be deemed to be performing the amount of work (full-time or part-time) normally scheduled for the position. She/he shall continue to benefit from the progressive retirement programme.

In the case of an employee who has job security and is laid off, the layoff shall not have any effect on the agreement; it shall continue to apply during the layoff.

#### 6) **Termination of the agreement**

The agreement shall be 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 salary 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 shall be preserved; if applicable, any unpaid contributions, accrued with interest, shall remain in her/his file.

**24.05** Unless otherwise provided in the preceding clauses, an employee benefiting from the progressive retirement programme shall be governed by the rules of the collective agreement applying to part-time employees.

## ARTICLE 25

### FRINGE BENEFITS

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**25.01** The employer shall grant an employee:

- 1- five (5) calendar days of leave upon the death of her/his spouse or dependent child or minor child who is not a dependent;
- 2- Three (3) calendar days of leave upon the death of the following members of her/his family: 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 upon the death of her/his sister-in-law, brother-in-law, grand-parents or grand-children.

In the event of a death covered in the preceding paragraphs, the employer shall be entitled to one (1) additional day for travel if the funeral takes place two hundred and forty (240) kilometres from her/his home.

**25.02** The leave provided in paragraph 25.01-1 shall be calculated beginning on the date of the death.

The leave provided in paragraph 25.01-2 shall be taken in a continuous manner between the date of the death and the date of the funeral.

The leave provided in paragraph 25.01-3 shall be taken on the day of the funeral.

Despite the preceding, an employee may use one of the days of leave provided for in 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 provided in clause 25.01, an employer shall receive remuneration equal to what she/he would have received had she/he been at work, unless those days coincide with any other leave provided in this collective agreement.

**25.04** In all cases, the employee shall notify her/his immediate supervisor or the personal manager and shall, at the latter's request, produce proof 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 she/he is not one of the parties shall receive, during the period in which she/he is required to serve as a juror or witness, the difference between her/his regular salary and the allowance paid by the court for this duty.

In the case of a civil suit against an employee in the normal performance of her/his duties, she/he shall not suffer any loss of regular salary for the time she/he is required to be in court.

**25.06** Upon request at least four (4) weeks in advance, an employee shall be entitled to one (1) week of leave for his or her marriage.

An employee who holds a part-time position shall be entitled to the week of paid leave in proportion to the number of days scheduled for the position that she/he holds. In the event that the employee has an

assignment on the date she/he goes on leave, the leave is paid in proportion to the number of days scheduled for the assignment on that date, including if applicable the number of days of the position that she/he holds if she/he has not temporarily left her/his position. Other part-time employees shall be entitled to this leave with pay in proportion to the number of days scheduled for the assignment held on the date they go on leave.

**25.07** An employee shall be entitled to two (2) fifteen (15)-minute rest periods per day of work.

## ARTICLE 26

### MEALS

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**26.01** When meals are served to users at the employee's workplace or when the employee can reach the institution to have her/his meals within the period of time provided for this purpose, the employer shall provide her/him with a suitable meal when the meal(s) are provided on her/his work schedule.

An employee who, because of her/his work location, receives a meal allowance in lieu of the meal provided in this clause shall continue to receive it unless the employer is otherwise able to replace it.

The price of each meal shall be by the item, but the price of a full meal shall not exceed:

Breakfast: \$1.75  
Lunch: \$4.00  
Supper: \$4.00

An employee may bring her/his own meal and eat it in an appropriate place designated for this purpose by the employer.

It is agreed that there shall be no acquired privileges for employees who used to pay \$1.60, \$3.65 and \$3.65 for meals.

In the institutions where higher prices were in effect before this collective agreement comes in force, these higher prices shall continue to apply for the duration of this agreement for all the employees of these institutions.

**26.02** The employer shall also provide an employee working on the night shift with a meal.

## ARTICLE 27

### TRAVEL ALLOWANCES

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**27.01** When an employee, at the employer's request, must perform her/his duties outside the institution, she/he shall be entitled to travel expenses, to be reimbursed according to the following terms:

#### Automobile expenses

When an employee uses her/his own automobile, she/he shall receive:

- i) for the first 8,000 km in on year: \$0.40 per km
- ii) for every kilometre above 8,000 km in the same year: \$0.325 per km

An amount of \$0.10 shall be added to the stipulated allowances for kilometres driven on gravel roads.

When an employee does not use her/his own vehicle, the employer shall reimburse expenses incurred by the employee in accordance with conditions established locally.

Toll and parking expenses incurred by an employee during work-related travels shall be reimbursed.

**27.02** An employee who is required by her/his employer to use an automobile and who uses her/his own automobile regularly for this purpose during the year and drives less than 8,000 km shall be entitled to receive, in addition to the compensation provided in the general plan, compensation equivalent 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 shall be entitled to the following meal expenses, subject to the conditions agreed upon at the local level:

Breakfast:	\$10.40
Lunch:	\$14.30
Supper:	\$21.55

#### Lodging

**27.04** If an employee must sleep in a hotel in the performance of her/his duties, she/he shall be entitled to reimbursement of actual and reasonable expenses incurred, in addition to a daily allowance of \$5.85.

**27.05** When an employee stays with a relative or a friend in the performance of her/his duties, she/he shall be entitled to a reimbursement of \$22.25.

**27.06** An employee who is required by the employer to use an automobile and who uses her/his own automobile for this purpose may, upon presenting proof of payment of a business insurance premium for the use of her/his personal automobile for work for the employer, be reimbursed the amount of this annual premium, according to the following terms and conditions:



a) Once in each fiscal year, an employee shall be entitled to reimbursement of the amount of her/his business insurance premium once she/he has driven the first 1,600 km during the current fiscal year, on condition that her/his business insurance falls due or has fallen due during the civil year during which this fiscal year ends.

b) At the end of a fiscal year, an employee who has not driven at least 1,600 km during this fiscal year shall be entitled to payment of compensation of \$0.08 per km for the kilometres driven during this fiscal year, up to the amount of her/his business insurance premium, on condition that her/his business insurance falls due or has fallen due during the civil year during which this fiscal year ends.

The business insurance policy shall include all the necessary riders, including those permitting transportation of passengers on special duty, and shall not be cancelled before its expiry date unless the employer is notified in advance.

**27.07** If, during the term 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 shall proceed within thirty (30) days to adjust the rates provided in clauses 27.01 to 27.06.

## ARTICLE 28

### VESTED BENEFITS OR RIGHTS

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**28.01** Any benefits or rights related to a matter defined as being subject to provisions 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 (S.R.Q., chapter R-8.2) that were acquired by an employee before the effective date of the 2000-2002 or the 2000-2003 collective agreement, as the case may be, and that are superior to the benefits or rights provided in the provisions of this collective agreement, shall be maintained for the sole benefit of that employee.

Notwithstanding the provisions of this collective agreement, no derogation from the List of job titles, descriptions and salary rates and scales in the health and social services sector can constitute an acquired benefit or right, nor be invoked as such by an employee.

**28.02** Benefits or rights related to a matter defined as being subject to provisions to be negotiated and agreed upon at the national level under the terms of this law that were acquired by an employee between the effective date of the 2000-2002 collective agreement or, as the case may be, the 2000-2003 collective agreement, and December 16, 2005 and that are superior to the benefits or rights provided in the provisions of this collective agreement are null and void.

**28.03** Benefits or rights related to one of the matters covered by Schedule A.1 of this law that were acquired by an employee and are superior to the benefits or rights provided in the provisions of the 2000-2002 or, as the case may be, the 2000-2003 collective agreement, are not extended and it shall be up to the local parties to address these benefits or rights at the local level.

**28.04** Provisions from previous collective agreements that are superior to the provisions of this collective agreement cannot be invoked as vested benefits or rights.

## ARTICLE 29

### CONTRACTING OUT

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**29.01** Any contract between the employer and a third party whose effect is to withdraw positions from employees covered by the bargaining unit, either directly or indirectly, wholly or partially, shall obligate the employer toward the union and the employees as follows:

1- The union shall first be given the opportunity to examine the economic and other bases of the institution's project, and within a period of no more than sixty (60) days propose an alternative that enables the institution to achieve the goals pursued, while complying with the project's parameters.

To enable the union to conduct a full analysis of the project, the institution shall provide it with the relevant information.

The sixty (60)-day period provided above shall begin on the date the union receives the information mentioned in the preceding paragraph.

The provisions of this paragraph shall also apply to the renewal of a contract.

2- the employer shall advise the third party of the existence of the certification as well as the collective agreement and its contents;

3- the employer shall 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 by such a contract shall be made in accordance with the provisions of this collective agreement;

5- the employer shall send 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 with a third party may not have for grounds or as principal consideration the exercise of any right whatsoever by the employees or a subcontractor under the terms of the Labour Code.

**29.03** In the case of work performed by the employees in housekeeping, dietary (kitchen and cafeteria) and nursing services, contracts with a third party to be awarded by the employer or renewed by him shall provide that the salaries and the fringe benefits to be granted to the employees of a third party working on the employer's premises must be comparable overall to the rates paid in the hospital sector for the same job titles.

The salary rates and fringe benefits of the employees of a subcontractor whose salary rates and fringe benefits are determined by collective agreement are presumed to be comparable overall.

Moreover, the employer shall neither grant, renew nor terminate any contract with a third party in housekeeping, dietary (kitchen and cafeteria) or nursing services without having advised the union at least thirty (30) days in advance.

## ARTICLE 30

### HEALTH AND SAFETY

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The employer shall implement the measures necessary to eliminate any source of threat to employees' health, security and physical safety, in collaboration with the union.

The employer commits to maintaining health and safety conditions that meet the requirements of existing laws and regulations.

**30.01** The employer shall meet the representatives of the union on all matters relating to health and safety.

The methods of representation and functioning of the parties during these meetings shall be agreed upon at the local level.

During these meetings, the role of the parties is in particular to:

- agree on methods of inspection of the workplaces;
- identify the situations which can be sources of danger for employees;
- gather useful information concerning accidents which have occurred;
- receive and study employees' complaints concerning health and safety conditions;
- recommend any measure that is deemed appropriate, particularly concerning the necessary measuring equipment, control of radiation, notably by examining the ALARA principle, etc.;
- recommend individual protective equipment and methods that both comply with regulations and are adapted to the needs of the institution's employees.

**30.02** The employer shall give the union a copy of the form required by the Commission de la santé et de la sécurité du travail (CSST) when reporting an industrial accident or occupational disease resulting in time off work.

**30.03** Employees delegated by the Fédération de la santé et des services sociaux – CSN (FSSS-CSN) shall be given leave with no loss of pay for the purposes of attending meetings of the sectoral occupational health and safety association (committees, general meetings, board of directors).

An employee shall be given leave with no loss of pay for the hearing on her/his case by the appeal bodies provided for in the Act respecting industrial accidents and occupational diseases (including the BEM – the office of medical examiners), for an employment injury within the meaning of the said Act that occurred with her/his employer.

**30.04** Any examination, immunization or treatment of an employee required by the employer shall take place during working hours without cost to the employee.

Any such examinations, immunizations or treatments required by the employer shall be related to the work to be performed or necessary to protect employees.

An employee who is a healthy germ-carrier on leave of absence upon the recommendation of the staff health office or of the physician designated by the employer may be reassigned to a position for which

she/he meets 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 within the same sector of work, the employee shall incur no loss of salary nor any deduction from her/his bank of sick leave. However, the employer may submit such a case to the CSST without prejudice to the employee.

**30.05** Any employee exposed to radiation through her/his work shall undergo, during her/his working hours and without costs, a blood analysis (complete cytology) every three (3) months and in cases where the norms of the International Radiation Protection Commission have been exceeded, the employee shall also undergo a chromosomal test.

The results of this analysis shall be transmitted to the head of the staff health service and to the chief radiologist as well as to the employee concerned when any anomaly is detected. Depersonalized annual statistics shall be sent to the union.

Any blood (or chromosomal) anomaly detected in an employee shall be investigated without delay by a haematologist or a physician competent in that field in order to discover the cause.

**30.06** The amount of radiation received must be counted rigorously. The result of such counting of the quantity of radiation received shall be 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 film badge.

**30.07** In order to ensure the safety of users and employees, the employer agrees to comply with the standards of the federal Department of Health, Radiation Protection Division.

If the personal film badge reveals that excessive doses have been received by an employee due to defective or improperly functioning radiology equipment, the institution shall, without delay, implement corrective measures and supply the union, upon request, with information to this effect.

**30.08** If the personal film badge reveals that excessive doses have been received by an employee, the employer shall grant a leave of absence to the said employee. This leave of absence shall in no way affect the employee's annual vacation or sick leave. During this leave of absence, the employee shall receive remuneration equivalent to the remuneration she/he would receive if she/he were at work.

**30.09** The employer shall remit to an employee who requests it a copy of the federal radiation exposure report concerning her/his personal film badge.

**30.10** A pregnant employee exposed to such radiation may leave her/his work at any time during her/his pregnancy.

**30.11** When an employee deems that a user may constitute an immediate or potential hazard for people around her/him, she/he shall report the situation to her/his immediate supervisor. In light of the facts stated in the employee's report, authorities shall immediately take whatever steps are necessary.

## ARTICLE 31

### PROCEDURE FOR MODIFYING JOB TITLES, DESCRIPTIONS AND SALARY RATES AND SCALES

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#### General provisions

**31.01** Any modification to the List of job titles, descriptions and salary rates and scales shall be made according to 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 an employer may request the creation of a job title. To do so, they must send a written request to the MSSS, justifying their request and ensuring that the request meets the criteria set out in clause 31.04. Unless it is made jointly, the party making the request shall send a copy to the other party.

**31.04** A job title may be created only in cases where the MSSS determines that:

- the main duties of a position are not found in any of the job descriptions provided in the list of job titles;
- significant modifications are made to the main duties of an existing position in the list of job titles.

In any case, the main duties of a job title must be permanent in nature.

#### Joint sectoral committee

**31.05** A joint sectoral committee shall be created within ninety (90) days of the effective date of the collective agreement.

**31.06** The committee shall comprise five (5) employer representatives and, for the union side, one (1) representative from each of the following five (5) labour organizations: APTS, CSN, CSQ, FIIQ and FTQ. If applicable, a representative from a labour organization concerned by a request made under the terms of clause 31.03 shall join the committee if that organization is not already represented on the committee.

Each party shall appoint a secretary and all communications from one party to the other shall go through these secretaries.

**31.07** Should the MSSS decide, during the term of this collective agreement, to create a job title, it shall inform the members of the sectoral committee in writing within ten (10) days of making this decision. The notice issued by the MSSS shall include the job title as well as a detailed description of the related duties.

If the job title is created following a request made pursuant to the provisions of clause 31.03, the MSSS shall provide a copy of the notice mentioned above to the concerned local parties.

However, the MSSS may decide to give effect to the new job title by labelling it as “non definitive.”

**31.08** The committee shall meet at the request of any of the parties made in writing through its secretary. The meeting shall take place within ten (10) days of the request.

**31.09** The sectoral committee has ninety (90) days to discuss the new job title and its description.

**31.10** At the end of that period, the new job title shall be referred to the national job committee.

### **National job committee**

**31.11** A national job committee shall be created within ninety (90) days of the effective date of this collective agreement.

**31.12** The committee shall comprise five (5) employer representatives and, for the union side, one (1) representative from each of the following five (5) labour organizations: APTS, CSN, CSQ, FIIQ and FTQ

Each party shall appoint a secretary and all communications from one party to the other shall go through these secretaries.

**31.13** The committee shall meet at the request of any of the parties made in writing through its secretary. The meeting shall take place within ten (10) days of the request.

**31.14** The committee’s mandate is to determine the proper classification 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.

For this purpose, the committee shall use the existing job evaluation system and determine the rating value for each evaluation sub-criterion.

**31.15** The committee must assess 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 relevant benchmark jobs or reference positions agreed upon by the parties, as well as the evaluation system guidelines. The committee members must take into account previous applications of the evaluation system for other job categories under the terms of the Pay Equity Act.

**31.16** If the parties agree on the evaluation of every sub-criterion, the salary rate or scale applicable to the new job title shall be the rate or scale of the corresponding reference category, as determined by the Conseil du trésor or, if it is completed, by the pay equity programme that covers the evaluated job title.

**31.17** Any agreement at the national job committee level is final and binding.

**31.18** Failing agreement on the value of the evaluation system sub-criteria within ninety (90) days of the assessment provided for in clause 31.15, the determination of the value of the sub-criteria at issue shall be submitted to arbitration along with a summary of the representations made by each party.

### **Arbitration procedure**

**31.19** The parties shall attempt to agree on the appointment of an arbitrator who specialises in job evaluation. Failing agreement within thirty (30) days, one of the parties shall present a request to the Minister of Labour to appoint an expert arbitrator.

**31.20** Each party shall appoint its own assessor and pay the related fees and expenses.

**31.21** The authority of the arbitrator shall be limited to the application of the evaluation system to the sub-criterion at issue and to the submitted evidence. The arbitrator does not have the authority to modify the job evaluation system, its guidelines, the reference rates and scales or other tools used to evaluate duties.

The arbitrator must take into consideration, for the purpose of comparing evaluation ratings, their application in other job categories.

**31.22** The job at issue shall be classified according to the value of the sub-criteria agreed upon by the national job committee and those determined by the arbitrator.

**31.23** The salary rate or scale applicable to the new job title shall be the rate or scale of the corresponding reference classification, as determined by the Conseil du trésor or, if it is completed, by the Pay equity programme that covers the evaluated job title.

**31.24** If it is established during the arbitration procedure that one or several duties do not appear in the job description although employees were and are still required to accomplish them, the arbitrator may decide to include those duties in the job description in order to exercise the authority provided to her/him by clause 31.21.

**31.25** The arbitrator's decision is final and binding upon the parties. The arbitrator's fees and expenses shall be shared equally by the parties.

#### **Salary change following reclassification**

**31.26** If applicable, the adjustment of salary for a person who is reclassified under the terms of this article is determined by the provisions of this collective agreement and shall be 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 31.07.

**31.27** The payment shall be made within ninety (90) days following agreement between the parties or the arbitration award.

#### **Modifications to the list of job titles**

**31.28** 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) shall advise the national parties. These modifications shall be 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 could incur civil liability by reason of the performance of their duties with a civil liability insurance policy.

If he does not take out a liability insurance policy, the employer shall then assume responsibility for defending the employee, except in cases of gross negligence, and shall agree not to file any claim against the latter in this respect.

**32.02** Upon request, the employer shall 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 of implementation and interpretation of the collective agreement, the negotiating parties agree to strike a permanent national negotiating committee.

**33.02** The committee shall be made up 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 hand

**33.03** Either party may send the other a brief written summary of the problem or problems which it wishes to submit to the committee for negotiation, as well as the names of its representatives.

Within twenty (20) days of the receipt of this request, the parties shall meet.

**33.04** Employees representing the FSSS-CSN shall be given leave with no loss of pay for the purpose of participating in negotiating sessions between the parties.

**33.05** The parties shall 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 which modifies the collective agreement shall be filed with the Commission des relations du travail.

**33.07** If there is no agreement between the parties, they may agree on any mechanism which would enable them to eventually settle the problem(s). 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 shall 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 have her/his salary spread over a determined period of time, in order that she/he can have the benefit of leave. The purpose is not to provide benefits at the time of retirement, or to defer income taxes.

This plan includes, on the one hand, a period during which an employee contributes and, on the other hand, a period of leave.

#### **34.02 Duration of the plan**

The duration of a leave with deferred pay plan may be two (2) years, three (3) years, four (4) years 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. However, the length of a plan, including the extensions, may in no case exceed seven (7) years.

#### **34.03 Duration of the leave**

The duration 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.

The leave must begin no later than the end of a maximum period of six (6) years after the date on which the plan begins. Failing this, the relevant provisions of paragraph n) in clause 34.06 shall apply.

Except for what is provided in this article, during leave an employee shall not be entitled to the benefits of the collective agreement prevailing in the institution, as if she/he were not in the employ of the institution, subject to her/his right to claim benefits acquired previously, and the provisions of Articles 10 and 11.

During her/his 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 her/his salary 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 fringe benefits.

#### **34.04 Conditions of eligibility**

An employee shall be entitled to a leave with deferred pay plan after a request to the employer, who may not refuse without valid grounds. The employee must satisfy the following conditions:

- a) hold a position;
- b) have completed two (2) years of service;
- c) submit a written request giving details on
  - the length of participation in the leave with deferred pay plan;
  - the length of the leave;

- the date of the beginning of the leave.

These details must be agreed to and recorded in the form of a written contract with the employer which shall also include the provisions of this plan;

- d) not be on disability leave or on leave without pay at the time the contract takes effect.

### 34.05 Return to work

When the leave expires, the employee may resume her/his position with her/his employer. However, if the position which was held by the employee is no longer available, the employee shall avail herself or himself of the provisions on the bumping and/or layoff procedure provided in article 14.

At the end of her/his leave, the employee shall remain in the service of the employer for a length of time at least equal to the length of her/his leave.

### 34.06 Terms of application

#### a) Salary

During each of the years covered by the plan, the employee shall receive a percentage of the salary at the applicable salary scale she/he would be receiving if she/he were not participating in the plan including, where applicable, responsibility premiums and the additional remuneration provided for in Article 5 of Appendix D. the applicable percentage is determined according to the following table:

Duration of leave	Duration of the plan			
	2 YEARS %	3 YEARS %	4 YEARS %	5 YEARS %
6 months	75.0	83.34	87.50	90.00
7 months	70.8	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

The other premiums shall be paid to the employee in accordance with the clauses of the collective agreement, providing she/he is normally entitled to them, just as if she/he were not participating in the plan. However, during the period of leave, the employee shall not be entitled to these premiums.

#### b) Pension plan

For the purposes of applying the pension plans, each year of participation in the leave with deferred pay plan, excluding the suspensions provided for in this article, shall be deemed equivalent to one (1) year of service, and the average salary shall be established on the basis of the salary that the employee would have received if she/he had not participated in the leave with deferred pay plan.

For the duration of the plan, the employee's contribution to the pension plan shall be calculated on the basis of the percentage of the salary she/he receives in accordance with paragraph 34.06 a).

**c) Seniority**

During her/his leave, the employee retains and accumulates seniority.

**d) Annual vacation**

During her/his leave, the employee is deemed to be accumulating service for the purpose of annual vacation.

For the duration of the plan, annual vacation shall be remunerated according to the percentage of the salary provided in paragraph a) of clause 34.06.

If the length of leave is one (1) year, the employee shall be deemed to have taken the annual quantum of the paid vacation to which she/he is entitled. If the length of leave is less than one (1) year, the employee shall be deemed to have taken the annual quantum of paid vacation to which she/he is entitled prorated to the duration of the leave.

For vacation other than that deemed to have been taken under the previous subparagraph, the employee shall indicate her/his choice of vacation dates in accordance with the provisions of the collective agreement.

**e) Sick leave**

During her/his leave, the employee is deemed to accumulate days of sick leave.

For the duration of the plan, days of sick leave, whether they are used or not, shall be remunerated according to the percentage provided in paragraph a) of clause 34.06.

**f) Salary insurance**

In the event that a disability occurs during the duration of the leave with deferred pay plan, the following provisions shall apply:

- 1- If the disability occurs during the leave, it is presumed not to have occurred.

At the end of the leave, if the employee is still disabled, and after having exhausted the prescribed waiting period, she/he shall receive salary insurance benefits equal to eighty per cent (80%) of the percentage of her/his salary as provided in paragraph a) of clause 34.06 for as long as she/he is eligible under the provisions of clause 23.17. If the person is still disabled on the date of the end of the contract, the full amount of salary insurance benefits shall apply.

- 2- If the disability occurs before the leave is taken, the employee may avail herself or himself of one of the following choices:

- she/he may continue to participate in the plan. In such a case, after having exhausted the prescribed waiting period, she/he shall receive salary insurance benefits equal to eighty per cent (80%) of her/his salary as provided in paragraph a) of clause 34.06 for as long as she/he is eligible by virtue of the provisions of clause 23.17.

In the event that the employee is disabled at the beginning of her/his leave and the end of her/his leave coincides with the scheduled end of the plan, she/he may interrupt her/his participation in it until the end of her/his disability. During this period of

interruption the employee shall receive full salary insurance benefits for as long as she/he is eligible under the provisions of clause 23.17, and she/he shall begin her/his leave on the day on which her/his disability ends;

- she/he may suspend participation in the plan. In such a case, after having exhausted the prescribed waiting period, she/he shall receive full salary insurance benefits for as long as she/he is eligible under the provisions of clause 23.17. Upon her/his return, participation in the plan shall be extended for a length of time equal to her/his disability.

If the disability continues until the time when the leave was to begin, the employee may postpone her/his leave until she/he is no longer disabled.

3- If the disability occurs after the leave, the employee, after having exhausted the prescribed waiting period, shall receive salary insurance benefits equal to eighty per cent (80%) of the percentage of her/his salary as provided in paragraph a) of clause 34.06 for as long as she/he is eligible under the provisions of clause 23.17. If the employee remains disabled at the end of the plan, she/he shall receive full salary insurance benefits.

4- In the event that the employee remains disabled after the expiry of the time limit provided in paragraph 5 of clause 12.11, the contract shall be void and the following provisions shall apply:

- if the employee has already taken her/his leave, the salary which has been overpaid will not be repayable and one (1) year of service for the purpose of participation in the pension plan shall be credited for each year of participation in the leave with deferred pay plan;
- if the employee has not already taken her/his leave, the contributions withheld on her/his salary shall be reimbursed without interest and without being subject to contributions to the pension plan.

5- Notwithstanding the second (2nd) and third (3rd) subparagraphs of this paragraph, a part-time employee's contributions to the plan shall be suspended during a disability and she/he shall, after having exhausted the prescribed waiting period, receive full salary insurance benefits as long as she/he is eligible under the provisions of clause 23.17. The employee may then avail herself or himself of one of the following choices:

- She/he may suspend participation in the plan. Upon her/his return, her/his participation shall be extended for a length of time equal to her/his disability;
- if she/he does not wish to suspend her/his participation in the plan, the disability period shall then be considered 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 shall be deemed to be receiving salary insurance benefits.

#### **g) Leave of absence without pay**

For the duration of the plan, an employee who is on leave of absence without pay shall have her/his participation in the leave with deferred pay plan suspended. Upon her/his return, her/his participation shall be extended for a length of time equal to her/his leave of absence without pay. In the case of part-

time leave without pay, the employee shall receive, for the time worked, the salary she/he would have received if she/he had not participated in the plan.

However, leave of absence without pay of one (1) year or more, with the exception of that provided in clause 22.27, shall amount to a withdrawal from the plan and the provisions of paragraph n) shall apply.

#### **h) Leave with pay**

For the duration of the plan, leave with pay not provided for in this article shall be remunerated according to the percentage of the salary provided in paragraph a) of clause 34.06.

Leave with pay occurring during the leave period shall be deemed to have been taken.

#### **i) Floating days off**

During the leave, the employee shall be deemed to accumulate service for the purpose of floating days off.

For the duration of the plan, floating days off shall be remunerated at the percentage of salary provided in paragraph a) of 34.06.

If the length of the leave is one (1) year, the employee shall be deemed to have taken the annual quota of floating days off to which she/he is entitled. If the duration of the leave is less than one (1) year, the employee shall be deemed to have taken the annual quota of floating days off to which she/he is entitled prorated to the duration of the leave.

#### **j) Maternity leave**

In the case of maternity leave, participation in the leave with deferred pay plan shall be suspended. Upon the employee's return, participation in the plan shall be extended for a maximum of twenty-one (21) weeks. During maternity leave, benefits shall be based on the salary 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 avails herself of protective leave shall have her participation in the leave with deferred pay plan suspended. Upon her return, her participation shall be extended for a length of time equal to the duration 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 shall have her/his participation in the leave with deferred pay plan suspended. Upon her/his return, her/his participation in the plan shall be extended for a length of time equal to the duration of the leave.

#### **m) Layoff**

In the case of an employee who is laid off, the contract shall end on the date of the layoff and the provisions of paragraph n) shall apply.

However, an employee shall not incur any loss of rights where her/his pension plan is concerned. Thus, one year of service shall be credited for each year of participation in the leave with deferred pay plan and the salary that has not been paid shall be 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 shall continue to participate in the leave with deferred pay plan as long as she/he has not been reassigned by the Service regional de main-d'oeuvre (SRMO) to another institution. From that date on, the provisions of the two (2) preceding subparagraphs shall apply to this employee. However, an employee who has already taken her/his leave shall continue to participate in the leave with deferred pay plan with the employer to whom she/he has been reassigned by the SRMO. An employee who has not yet taken her/his leave may continue her/his participation in the plan subject to her/his new employer's agreement to the terms and conditions of the contract or, failing this, to her/him reaching an agreement with her/his new employer on another date for taking the leave.

**n) Breach of contract for reason of termination of employment, retirement, withdrawal, or expiry of the seven (7)-year time limit for the duration of the plan or of the six (6)-year time limit for beginning the period of leave**

1- If the leave has been taken, the employee shall reimburse, without interest, the salary received during the leave in proportion to the period of time which remains in the plan in relation to the period of contribution.

2- If the leave has not been taken, the employee shall be reimbursed for an amount equal to the contributions withheld on her/his salary up until the date of breach of contract (without interest).

3- If the leave is under way, the amounts due by either of the parties shall be calculated as follows: the amount received during the leave by the employee minus the amounts deducted from the salary of the employee in the fulfilment of her/his contract. If the balance thus obtained is negative, the employer shall reimburse the balance (without interest) to the employee; if the balance obtained is positive, the employee shall reimburse the balance to the employer (without interest).

For the purpose of the pension plan, recognized rights shall be those which would have prevailed if the employee had never participated in the leave with deferred pay plan. Thus, if the leave has been taken, the contributions made during that leave shall be used to compensate for the missing contributions for years worked to restore the pension credits lost during this period; the employee shall be able, however, to redeem the lost period of service on the same conditions applying to leave without pay provided for in the Act respecting the RREGOP.

Furthermore, if the leave has not been taken, the contributions lacking to credit the totality of years worked shall be deducted from the reimbursement of contributions deducted from the salary.

**o) Breach of contract due to the employee's death**

In the event of the employee's death during the course of the plan, the contract shall end on the date of death and the following provision shall apply:

- If the employee had already taken her/his leave, the contributions withheld on her/his salary shall not be refundable and one (1) year of seniority for the purposes of her/his participation in the pension plan shall be recognized for each year of participation in the leave with deferred pay plan;



- If the employee had not taken her/his leave, the contributions withheld on her/his salary shall be reimbursed without interest and without being subject to contributions for the purposes of the pension plan.

**p) Dismissal**

In the event of the dismissal of the employee during the plan, the contract shall be terminated on the date the dismissal takes effect . The provisions of paragraph n) shall apply.

**q) Part-time employee**

A part-time employee may participate in the leave with deferred pay plan. However, she/he may only take her/his leave during the last year of the plan.

Furthermore, the salary she/he receives during her/his leave shall be based on the average number of hours worked, excluding overtime, in the years of contribution preceding the leave.

The remuneration provided for in clauses 8.15 and 23.32 of the collective agreement and 4.03 of Appendix A shall be calculated and paid on the basis of the percentage of the salary provided for in paragraph a) of clause 34.06.

**r) Change of status**

An employee who is transferred during her/his participation in the leave with deferred pay plan shall be able to avail herself or himself of one of the following two choices:

- 1- she/he shall be able to end her/his contract under the conditions provided for in paragraph n);
- 2- she/he shall be able to continue her/his participation in the plan and shall then be treated as a part-time employee.

However, a full-time employee who becomes a part-time employee after having taken her/his leave shall be deemed to still be a full-time employee for the purposes of determining her/his contribution 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 to this effect herself or himself, in accordance with the clauses and stipulations of the insurance contract in force. However, subject to the provisions of clause 23.14, her/his participation in the basic health insurance plan is compulsory, and she/he must pay the full amount of all the necessary contributions and premiums.

During the plan, the insurable salary shall be that which is provided in paragraph a) of clause 34.06. However, an employee may maintain an insurable salary based on the salary that would be paid if she/he 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 her/his leave is such that she/he can 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, which has the effect of significantly modifying the performance of an employee's duties or the knowledge required for the usual performance of her/his job.

#### Notice

**35.02** In the case of the implementation of a technological change which has the effect of abolishing one or more positions, the employer shall provide written notice of at least four (4) months to the union and to the employee.

In the other cases provided in clause 35.01, at least thirty (30) days of notice shall be given.

**35.03** The notice given to the union shall include the following information:

- a) the nature of the technological change;
- b) the schedule of implementation;
- c) the identification of the positions or job titles to be affected by the change and the foreseeable effects on the organization of work;
- d) the main technical features of the new machines, equipment or devices, or the planned modifications, when these are available;
- e) all other pertinent information relative to this change.

#### Meetings

**35.04** In the case of technological changes which have the effect of abolishing one or more positions, the parties shall meet no later than thirty (30) days following the receipt of the notice by the union, and subsequently at any other time they agree upon mutually to discuss plans for implementing the change, the foreseeable effects on the organization of work and alternatives liable to reduce the impact on the employees.

In the cases of technological changes necessitating the updating of employees' skills, the employer shall meet the union, at its request, to inform the latter of the terms 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 shall be eligible for retraining in accordance with the provisions of clause 15.14.

## **ARTICLE 36**

### **TERM OF THE COLLECTIVE AGREEMENT'S NATIONAL PROVISIONS**

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**36.01** The national provisions of this collective agreement shall replace, as of May 14, 2006, the provisions that became effective on December 16, 2005.

Whenever a provision refers to the effective date of the collective agreement, this date shall be held to be May 14, 2006.

**36.02** The collective agreement shall remain in effect until March 31, 2010.

**36.03** The letters of agreement and appendices are an integral part of the collective agreement.

**36.04** The collective agreement shall be deemed to remain in effect until a new collective agreement comes into force.

**PART II**  
**APPENDICES**

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## APPENDIX A

### SPECIAL PROVISIONS 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 her/him, she/he must report such a fact to her/his immediate supervisor. A written copy of the report shall be placed in the employee's personal file.

**1.02** The authorities shall 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** An employee who has taken orientation courses on dealing with psychiatric users or equivalent courses shall, if she/he passes the examination, receive a certificate attesting to her/his success and a weekly premium of:

Rate from 2006-04-01 to 2007-03-31 (\$)	Rate from 2007-04-01 to 2008-03-31 (\$)	Rate from 2008-04-01 to 2009-03-31 (\$)	Rate from 2009-04-01 (\$)
9.77	9.97	10.17	10.37

If she/he does not pass the exam, she/he shall receive a weekly premium of:

Rate from 2006-04-01 to 2007-03-31 (\$)	Rate from 2007-04-01 to 2008-03-31 (\$)	Rate from 2008-04-01 to 2009-03-31 (\$)	Rate from 2009-04-01 (\$)
7.58	7.73	7.88	8.04

**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 from a recognized school but who has not completed the course may take the examination without being obliged to attend the course. If she/he fails the examination, she/he may, however, register for the course.

Certified or graduate employees in the job titles mentioned in the previous subparagraph shall not be entitled to the premium. However, employees who already receive it shall continue to receive it for the duration of this collective agreement.

- 2.03** The employer shall recognize the courses given by other psychiatric institutions.
- 2.04** The courses shall last for a minimum of sixty (60) hours and a maximum of seventy (70) hours.
- 2.05** The course shall be divided in the following manner:
  - 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 shall be required for admission to the examination. The examination shall be oral or written, at the employee's choice. It shall include a practical test in all cases.
- 2.07** The written or oral examination shall be 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 the total possible points is required in order to pass the examination.
- 2.09** An employee who fails the examination shall only be entitled to rewrite the examination 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 PREMIUM IN PSYCHIATRY**

Employees working in the rehabilitation, care or supervision of users shall be entitled to a weekly premium of:

<b>Rate from 2006-04-01 to 2007-03-31 (\$)</b>	<b>Rate from 2007-04-01 to 2008-03-31 (\$)</b>	<b>Rate from 2008-04-01 to 2009-03-31 (\$)</b>	<b>Rate from 2009-04-01 (\$)</b>
16.32	16.65	16.98	17.32

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 of institutions listed in Article 5, shall be 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 her/him to these days off shall be paid for all days off thus acquired but not taken, in accordance with the remuneration she/he would receive if she/he took the days off at that time.

**4.03** A part-time employee shall not be entitled to these floating days off, but shall receive monetary compensation for them equal to 2.2%, payable with each pay cheque, applicable on:

- salary, premiums<sup>1</sup> and the additional remuneration provided for in Article 5 of Appendix D;
- the salary that she/he would have received is she/he had not been absent on unpaid sick leave when she/he was scheduled to work in her/his position or on an assignment;
- the salary used to establish maternity, adoption and protective leave benefits. However, the amount calculated during a preventive leave shall not be paid at each pay period, but shall be accumulated and paid concurrently with the vacation pay.

**ARTICLE 5 DEFINITION OF A PSYCHIATRIC WING, DEPARTMENT OR EMERGENCY DEPARTMENT**

**5.01** The provisions in Articles 1, 3 and 4 of this appendix shall 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 programmes designed for the users by the professional staff of that wing or department.

These benefits shall only apply to employees working within the hospital facilities of the establishments listed in this clause:

**BAS SAINT-LAURENT (01)**

- Centre hospitalier régional de Rimouski of the Rimouski Health and Social Services Centre;

**SAGUENAY-LAC SAINT-JEAN (02)**

- Pavillon Saint-Vallier of the Chicoutimi Health and Social Services Centre;
- Hospital, CLSC and Roberval residential care centre of the Domaine-du-Roy Health and Social Services Centre;

**NATIONAL CAPITAL (03)**

- Hôpital de l'Enfant-Jésus and Hôpital du Saint-Sacrement of Centre hospitalier affilié universitaire de Québec;

**MAURICIE AND CENTRE-DU-QUÉBEC (04)**

- Pavillon Sainte-Marie of Centre hospitalier régional de Trois-Rivières;
- Hôtel-Dieu d'Arthabaska of the Arthabaska-Érable Health and Social Services Centre;
- Haut-Saint-Maurice Health and Social Services Centre;
- Hôpital du Centre-de-la-Mauricie of the Énergie Health and Social Services Centre;
- Drummondville Sainte-Croix hospital of the Drummond Health and Social Services Centre;

**EASTERN TOWNSHIPS (05)**

- Centre hospitalier universitaire de Sherbrooke – Hôtel-Dieu du Centre hospitalier universitaire de Sherbrooke;

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<sup>1</sup> Evening, night and weekend shift premiums are not taken into consideration.



#### MONTREAL (06)

- Centre hospitalier Fleury of the Ahuntsic and Montreal-North Health and Social Services Centre;
- Hôpital Notre-Dame du CHUM, Hôpital Saint-Luc du CHUM of Centre hospitalier de l'Université de Montréal;
- Hôpital général du Lakeshore of the West-Island Health and Social Services Centre;
- Hôpital Maisonneuve-Rosemont;
- Hôpital Jean-Talon of the Cœur-de-l'Île Health and Social Services Centre;
- St. Mary's Hospital;
- Royal Victoria Hospital, Montreal General Hospital, Montreal Children's Hospital of the McGill University Health Centre;
- Centre hospitalier universitaire Sainte-Justine;
- Sir Mortimer B. Davis Jewish General Hospital;

#### OUTAOUAIS (07)

- Centre hospitalier des Vallées de l'Outaouais of the Gatineau Health and Social Services Centre;

#### ABITIBI-TÉMISCAMINGUE (08)

- Centre hospitalier La Sarre of the Aurores-boréales Health and Social Services Centre;
- Centre hospitalier Hôtel-Dieu d'Amos of the Health and Social Services Centre Les Eskers de l'Abitibi;

#### CÔTE-NORD (09)

- The Sept-Îles Health and Social Services Centre;
- Centre hospitalier régional Baie Comeau of the Manicouagan Health and Social Services Centre;

#### GASPÉSIE – ILES-DE-LA-MADELEINE (11)

- Pavillon Mgr Ross of the Côte-de-Gaspé Health and Social Services Centre;
- Centre hospitalier de Chandler of the Rocher-Percé Health and Social Services Centre;
- Centre hospitalier de l'Archipel of the Health and Social Services Centre des Îles;

#### CHAUDIÈRE-APPALACHES (12)

- Hôtel-Dieu de Lévis;
- Saint-Joseph hospital and residential care centre of the Thetford region Health and Social Services Centre;
- Hôtel-Dieu de Montmagny of the Montmagny-L'Islet Health and Social Services Centre;
- Centre hospitalier Beauce-Etchemin of the Beauce Health and Social Services Centre;

#### LAVAL (13)

- Cité de la Santé de Laval of the Laval Health and Social Services Centre;

#### LANAUDIÈRE (14)

- Centre hospitalier régional de Lanaudière of the Health and Social Services Centre Nord de Lanaudière;
- Centre hospitalier Pierre-Le Gardeur of the Health and Social Services Centre Sud de Lanaudière;

#### LAURENTIANS (15)

- Centre hospitalier Laurentien of the Health and Social Services Centre Des Sommets;

- Hôtel-Dieu de Saint-Jérôme of the Saint-Jérôme Health and Social Services Centre;
- Centre de l'Annonciation of the Antoine-Labelle Health and Social Services Centre;

#### MONTÉRÉGIE (16)

- Charles Lemoine Hospital;
- Centre hospitalier régional du Suroît of the Suroît Health and Social Services Centre; Hôpital du Haut-Richelieu of the Haut-Richelieu-Rouville Health and Social Services Centre;
- Centre hospitalier de Granby of the Haute-Yamaska Health and Social Services Centre;
- Centre hospitalier Pierre-Boucher of the Pierre-Boucher Health and Social Services Centre;
- Centre hospitalier Honoré-Mercier of the Richelieu-Yamaska Health and Social Services Centre.

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), shall meet after the date the collective agreement comes into force for the purpose of completing, if necessary, the list of institutions specified in this paragraph. After sixty (60) days from the date on which the collective agreement comes into force, this list shall be deemed final.

**5.02** If, during the term of this collective agreement, a hospital sets up either a psychiatric department or a psychiatric wing, the parties, acting through the CPNSSS and the FSSS-CSN, as well as representatives of the institution concerned, shall meet in order to determine whether this department or wing shall be considered a structured department or wing, as stipulated in the first paragraph of clause 5.01.

**5.03** The provisions in this article shall also apply to employees who work in a structured psychiatric emergency department in the following hospitals:

#### EASTERN TOWNSHIPS (05)

- Centre hospitalier universitaire de Sherbrooke - Hôtel-Dieu du Centre hospitalier universitaire de Sherbrooke;

#### MONTRÉAL (06)

- St. Mary's Hospital;
- Sir Mortimer B. Davis Jewish General Hospital;
- Maisonneuve-Rosemont Hospital;
- Royal Victoria Hospital, Montreal General Hospital, Montreal Children's Hospital of the McGill University Health Centre;
- Hôpital Notre-Dame du CHUM, Hôpital Saint-Luc du CHUM of Centre hospitalier de L'Université de Montréal;

## MONTÉRÉGIE (16)

- 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, during the term of this agreement, a hospital sets up or closes a psychiatric emergency department, the CPNССS and the FSSS-CSN, as well as representatives of the hospital concerned, shall meet in order to determine whether this emergency department or wing shall be considered or cease to be considered a structured psychiatric emergency department as defined above.

If, during the term of this collective agreement, a recognized psychiatric hospital ceases to be recognized as such yet maintains a psychiatric emergency department, the CPNССS and the FSSS-CSN, as well as representatives of the hospital concerned, shall meet in order to determine whether this emergency department or wing shall be considered a structured psychiatric emergency department as defined above.

## ARTICLE 6

The provisions of Appendix A shall apply to the employees of the following institutions:

### SAGUENAY-LAC SAINT-JEAN (02)

- Pavillon Roland Saucier of the Chicoutimi Health and Social Services Centre;

### NATIONAL CAPITAL (03)

- Centre hospitalier Robert-Giffard;

### MAURICIE AND CENTRE-DU-QUÉBEC (04)

- Centre régional de santé mentale of the Énergie Health and Social Services Centre;

### MONTRÉAL (06)

- Hôpital Louis-H. Lafontaine;
- Hôpital Rivières-des-Prairies;
- Pavillon Albert-Prévost of Hôpital du Sacré-Cœur de Montréal;

### OUTAOUAIS (07)

- Corporation du Centre hospitalier Pierre-Janet;

### ABITIBI-TÉMISCAMINGUE (08)

- Centre hospitalier de soins psychiatriques de l'Abitibi-Témiscamingue of the Vallée-de-l'Or Health and Social Services Centre;

## **APPENDIX B**

### **SPECIAL PROVISIONS FOR BABY NURSES, CHILD NURSES, NURSING ASSISTANTS AND BENEFICIARY ATTENDANTS (“A” CERTIFICATE)**

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The provisions of this collective agreement shall apply, as long as they are not otherwise modified by the present appendix, to employees with the following job titles: child nurse/baby nurse, nursing assistants and beneficiary attendants (“A” certificate).

#### **ARTICLE 1 NURSING COMMITTEE**

Two (2) employees covered by Appendix B shall belong to the Nursing Committee as provided in Article 7 of Appendix D (Nurses). The employees who sit on this committee shall be given leave from work for that purpose without any loss of pay.

**1.01** An employee may file any complaint with the committee concerning her/his workload and any issue directly related to nursing.

**1.02** Should the committee fail to render a decision within five (5) calendar days of when the complaint is filed, or should the decision fail to 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 shall conduct an inquiry and decide on the issue. Her/his decision shall include the reasons for the decision and shall be rendered in writing within three (3) weeks of when the request 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 shall apply only where there are no unionized nurses, or where the Nursing Committee is made up of nurses from a union not affiliated with the CSN.

**2.01** A Nursing Committee shall be formed within thirty (30) days of when this collective agreement comes into force.

**2.02** The committee shall be composed of three (3) employees designated by the union (nursing assistant, child nurse or baby nurse) in the service of the employer, and three (3) persons designated by the employer.

Each party may on occasion draw on necessary outside assistance at its own expense, should it deem it appropriate.

**2.03** The purpose of this committee shall be to study the complaints of nursing assistants, child nurses or baby nurses about their workload. The committee may also study any issue directly related to nursing.

**2.04** The committee shall meet at the request of either one of the parties.

**2.05** Nursing assistants, child nurses or baby nurses sitting on the committee shall be given leave from work without any loss of pay.

**2.06** A nursing assistant, child nurse or baby nurse who believes that she/he has been aggrieved on matters mentioned in clause 2.03 shall file a complaint with the committee in writing.

If several nursing assistants, child nurses or baby nurses collectively believe to have been aggrieved or if the union itself believes that they have been aggrieved on matters mentioned in 2.03, the latter may file a complaint with the committee in writing.

**2.07** Within five (5) days of when the complaint is filed, the committee shall meet, formulate written recommendations and forward them to the employer. A copy of the recommendations shall be forwarded to the union

**2.08** The employer shall render its decision in writing within five (5) days of receiving the committee's recommendations.

**2.09** If the committee cannot meet within a reasonable period of time because of the employer's refusal, or if the employer fails to make a decision before the prescribed time limit, or if the decision does not satisfy the nursing assistant, child nurse, baby nurse or the union, any of these may request arbitration by so advising the employer within thirty (30) calendar days of the expiry of the time limit provided in clause 2.08.

**2.10** The parties shall agree on the choice of an arbitrator. Failing agreement between the parties, the ministère de la Santé et des Services sociaux shall automatically appoint a physician to act as arbitrator.

**2.11** Within seven (7) calendar days of the appointment of the arbitrator, the employer and the union shall each designate an assessor of their choice and shall communicate her/his name to the arbitrator.

**2.12** The arbitrator shall transmit the date of the first arbitration hearing in writing to the ministère de la Santé et des Services sociaux at least ten (10) days in advance.

The ministère de la Santé et des Services sociaux may, if it deems it appropriate, delegate an official representative to participate in the arbitration hearing.

The arbitrator and assessors accompanied, if applicable, by the official representative of the ministère de la Santé et des Services sociaux shall meet with the members of the Nursing Committee, study 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 ministère de la Santé et des Services sociaux, as the case may be, shall become part of the record. The contents of these documents may become the object of supplementary or contradictory evidence.

**2.14** The arbitrator and assessors shall proceed with the inquiry in the presence of the parties and the official representative of the ministère de la Santé et des Services sociaux, if applicable, and shall hear witnesses for both parties.

The arbitrator, accompanied by the assessors, may also visit the premises, if she/he deems it appropriate, and use any findings for the purposes of arriving at a decision.

**2.15** Arbitration hearings shall be public; the arbitrator may, however, order a closed session on her/his own or at the request of either party.

The arbitrator shall have all the powers conferred upon her/him by the Labour Code to conduct arbitration hearings.

At the request of the parties or the arbitrator, witnesses shall be summoned by means of a written order signed by the arbitrator, who may swear the witness in.

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 Québec Summary Convictions Act as if the said person had been summoned under that act.

**2.16** The arbitrator's decision shall state the reasons for the decision and shall be given in writing within three (3) weeks of when the arbitrator is appointed. It shall be transmitted to the ministère de la Santé et des Services sociaux and to both parties.

Should either of the representatives of the parties disagree with the decision rendered, she/he may submit her/his dissidence in writing to the ministère de la Santé et des Services sociaux and the parties within fifteen (15) days of when the decision is issued.

**2.17** The arbitrator's decision shall be final and binding on all parties. Unless otherwise stipulated in the arbitration ruling, it shall be implemented within thirty (30) days unless it is absolutely impossible to do so.

**2.18** The arbitrator's expenses shall not be borne by the union.

### **ARTICLE 3 INTENSIVE CARE PREMIUM**

**3.01** An intensive care unit shall be defined as follows: a specially arranged area with specifically assigned personnel and appropriate instrumentation for the treatment and monitoring of the seriously ill.

**3.02** An employee assigned to work in an intensive care unit shall, in addition to her/his salary, receive for each day of work a premium of:

<b>Rate 2006-04-01 to 2007-03-31 (\$)</b>	<b>Rate 2007-04-01 to 2008-03-31 (\$)</b>	<b>Rate 2008-04-01 to 2009-03-31 (\$)</b>	<b>Rate from 2009-04-01 (\$)</b>
3.28	3.35	3.42	3.49

### **ARTICLE 4 PROFESSIONAL DEVELOPMENT PREMIUM**

An employee who has successfully completed the six (6)-month training as operating room technician shall, in addition to her/his regular salary, receive a weekly premium of:

Rate 2006-04-01 to 2007-03-31 (\$)	Rate 2007-04-01 to 2008-03-31 (\$)	Rate 2008-04-01 to 2009-03-31 (\$)	Rate from 2009-04-01 (\$)
6.54	6.67	6.80	6.94

**ARTICLE 5 ACQUIRED PRIVILEGE**

An employee who is entitled to a responsibility premium at the time this agreement comes into force shall continue to receive it as long as she/he continues to perform the duties for which she/he was granted the premium.

## APPENDIX C

### SPECIAL PROVISIONS FOR TECHNICIANS

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#### ARTICLE 1 SCOPE

The provisions of this collective agreement shall apply, to the extent that they are not otherwise modified by this appendix, 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 (laboratory)  
2234 Assistant head medical technologist  
Assistant head graduate medical laboratory technician  
2235 Assistant head medical technologist (reserved title)<sup>1</sup>  
Assistant head laboratory technician  
2236 Assistant head medical electro-physiology technician  
2240 Assistant head dietetics technician  
2241 Electro-encephalography (EEG) technician  
2242 Assistant head archivist  
2244 Respiratory therapist  
2248 Assistant chief respiratory therapist  
2251 Medical archivist  
2290 Transfusion safety clinical officer  
2291 Transfusion safety technical officer  
2295 Rehabilitation therapist  
2257 Dietetics technician  
2261 Dental hygienist (reserved title)  
Dental hygiene technician  
2287 Clinical perfusionist  
2270 Cardio-respiratory physiology therapist  
2271 Cytologist  
2278 Hemodynamics technologist  
2276 Medical electrophysiology technical co-ordinator  
2286 Medical electrophysiology technician  
2362 Orthotics-prosthetics technician  
2369 Electronics technician

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<sup>1</sup> This job title shall be abolished on November 20, 2006, as stipulated in the List of job titles, descriptions and salary rates and scales and the Health and Social Services network.



2381 Electrodynamics technician  
2696 Recreation technician  
2702 Industrial hygiene technician  
3224 Class "B" technician

## **ARTICLE 2 OVERTIME**

If an employee on stand-by in an institution is called in to work, she/he shall be entitled to, in addition to the stand-by premium, the remuneration provided in clause 19.04, minus the transportation allowance.

## **ARTICLE 3 REASSIGNMENT TO A HIGHER POSITION**

An employee who is temporarily called upon by the institution to assume a higher position shall receive the salary stipulated for this position during the time that she/he occupies it, if she/he occupies it for at least one regular shift.

## **ARTICLE 4 CLASSIFICATION IN THE SALARY SCALE**

An employee covered by this appendix shall be integrated into her/his salary scale on the basis of her/his past experience and, where applicable, her/his post-graduate training, as established in accordance with Article 5. The provisions of clause 8.26 of the collective agreement shall be taken into consideration for the purposes of classification in the salary scale.

## **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 year of experience shall entitle the employee to advance one echelon on the salary scale. This experience shall be acquired in the following manner:

**5.02** For salary purposes only, an employee shall be entitled to be classified according to the length of their previous employment, on the condition that they did not leave the hospital service or another position as a technician more than ten (10) years ago.

**5.03** If an employee left the health and social services sector or another job as a technician more than five (5) but less than ten (10) years ago, at the end of her/his probation period, this employee shall be classified no higher than the second to last echelon of the salary scale.

**5.04** If an employee left the health and social services sector or another job as a technician more than ten (10) years ago, after a probation period, the employer shall take into consideration the employee's relevant past experience in reclassifying her/him.

**5.05** Notwithstanding clauses 5.01, 5.02, 5.03 and 5.04, employees currently in the service of the employer and those hired in the future may not receive credit, for purposes of classification in the salary scale, for experience acquired during 1983.

**5.06** In calculating the experience of an employee who works part-time, each day of work shall be equal to 1/225th 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, each day of work shall equal 1/224th, 1/223rd, 1/222nd, 1/221st or 1/220th year of experience, respectively.

**5.07** The employer shall require that the employee provides an attestation of her/his prior experience, to be obtained from the authorities of the establishment where such experience was acquired.

If the employer fails to request such attestation, he may not hold a prescribed time limit against the employee for providing it.

**5.08** If it is impossible for the employee to produce written proof of her/his prior experience, she/he may, after demonstrating impossibility, provide proof of her/his experience by declaring under oath all the relevant details, including the name of her/his employer, the dates of employment and the type of work.

**5.09** When an employee leaves the institution, the employer shall provide her/him with an attestation as to the experience acquired in his service.

**5.10** The employee cannot accumulate more than twenty-four (24) months of experience for salary purposes during a 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 contained in Appendix D (Recognition of additional education) shall apply to employees covered by this appendix.

**5.12** An employee holding a Higher Level Certificate (HLC) in one of the following disciplines: clinical chemistry, haematology, histopathology, microbiology, cytology, blood bank, virology, immunology, electron microscopy or cytogenetics, shall be entitled to advance two (2) echelons on her/his salary 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 Higher Level Certificate (HLC) shall be entitled to advance two (2) echelons for each certificate, up to a maximum of four (4) echelons for all her/his 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 shall be entitled to advance four (4) echelons on her/his salary scale.

**5.15** An employee holding a fellowship (FCSLT) in medical technology shall be entitled to advance four (4) echelons on her/his salary scale.

**5.16** An employee who has successfully completed thirty (30) units (credits) of a post-graduate programme of studies at the college or university level in medical biology or radiology shall advance two (2) echelons on her/his salary 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 salary scale.

An employee shall be entitled only to the diploma granting her/him the greatest number of echelons.

**5.18** Subject to clause 5.19, this advancement of echelon shall replace any weekly salary supplement or premium previously paid for these purposes.

**5.19** A technician who on December 5, 1969, worked for the employer and who was entitled to a post-graduate training premium shall continue to be entitled to the monetary compensation described below when, on account of her/his position or progression through the salary scale, she/he loses the echelon benefits to which her/his post-graduate training entitles her/him:

- loss of one-half (1/2) echelon: \$3.00
- loss of one (1) echelon \$5.00
- loss of two (2) echelons: \$10.00
- loss of three (3) echelons \$15.00
- loss of four (4) echelons: \$20.00
- loss of five (5) echelons: \$25.00
- loss of six (6) echelons: \$30.00

**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 shall be integrated into the salary scale under the terms and conditions established in Article 4.

**ARTICLE 7 SPECIAL PROVISIONS FOR A CLASS “B” TECHNICIAN WHO BECOMES A TECHNICIAN**

A Class “B” technician who becomes a graduate technician shall receive the salary provided in the salary scale of her/his new job title that is immediately superior to the salary she/he received in the job title that she/he is leaving.

This employee shall then be deemed to possess, as a graduate technician, the number of years of experience equivalent to her/his position on the salary scale for technicians.

**ARTICLE 8 CLINICAL TEACHING PREMIUM (EEG, MEDICAL ELECTRO-PHYSIOLOGY)**

A technician who provides clinical teaching and training to students doing practical work in the framework of a programme of practical clinical training related to her/his training shall, in addition to her/his salary, receive an hourly premium of:

Rate 2006-04-01 to 2007-03-31 (\$)	Rate 2007-04-01 to 2008-03-31 (\$)	Rate 2008-04-01 to 2009-03-31 (\$)	Rate from 2009-04-01 (\$)
1.37	1.40	1.43	1.46

for each hour during which she/he assumes this responsibility.

**ARTICLE 9 INTENSIVE CARE PREMIUM**

**9.01** An intensive care unit shall be defined as follows: a specially arranged area with specifically assigned personnel and appropriate instrumentation for the treatment and monitoring of the seriously ill.

**9.02** A respiratory therapist called upon to work more than half of her shift in an intensive care unit, for respiratory treatments and/or monitoring of users on volumetric or other types of respirators shall, in addition to her/his salary, receive a daily premium of:

<b>Rate 2006-04-01 to 2007-03-31 (\$)</b>	<b>Rate 2007-04-01 to 2008-03-31 (\$)</b>	<b>Rate 2008-04-01 to 2009-03-31 (\$)</b>	<b>Rate from 2009-04-01 (\$)</b>
3.28	3.35	3.42	3.49

**ARTICLE 10 ORGANIZATION OF WORK COMMITTEE**

**10.01** Within sixty (60) days of the effective date of the collective agreement, the local parties shall set up an organization of work committee. The committee shall comprise an equal number of employer and union representatives.

**10.02** The committee's mandates shall be 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 such changes on the organization of work.

**10.03** For the purpose of carrying out this mandate, the 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.

**10.04** Employees representing the union shall be given leave in accordance with the provisions of clause 7.13 of the collective agreement.

## APPENDIX D

### SPECIAL PROVISIONS FOR NURSES

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#### ARTICLE 1 SCOPE

**1.01** The provisions of this collective agreement shall apply, to the extent that they are not otherwise modified by this appendix, to nurses in the following job titles:

- 2459 Team leader nurse
- 2468 Assistant head nurse
- 2471 Nurse
- 2475 Candidate to the nursing profession<sup>1</sup>
- 2477 Nurse candidate admissible per equivalence<sup>1</sup>
- 2485 Nurse on a refresher period
- 2488 Assistant to the immediate superior (nurse)
- 2489 Assistant head nurse  
Assistant to the immediate superior
- 2490 Candidate to the nursing profession
- 2491 Health centre nurse

**1.02** Furthermore, if the institution requires that a position be filled by a nurse, the said nurse shall be covered by this appendix.

#### ARTICLE 2 SPECIAL PROVISIONS

##### Candidate to the nursing profession

**2.01** This employee shall be covered by all the terms of the collective agreement and the appendix insofar as they are not otherwise modified by this article.

**2.02** Upon receipt of a permit to practise obtained after a first or repeat examination, the employer shall pay a candidate to the nursing profession the salary of a nurse, retroactive to the date of her/his successful examinations, providing that she/he has worked since that date.

##### Candidate eligible by equivalence

**2.03** This employee shall be covered by all the terms of the collective agreement and the appendix, insofar as they are not otherwise modified by this article.

**2.04** The compulsory training shall at all times be done under the supervision of one or more persons designated by the director of nursing. However, she/he may not, under any circumstances, be the sole person responsible for a service.

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<sup>1</sup> This job title shall be abolished on November 20, 2006, as stipulated in the List of job titles, descriptions and salary rates and scales in the Health and Social Services network.

**2.05** The training period shall be added to the probation period to constitute a single, continuous period. The total length of this continuous period and the terms of the training period shall be communicated in writing to the employee and to the union at the time of hiring.

**2.06** The clause concerning prior experience shall apply from the first day of the probation period.

### **Nurse on a refresher period**

**2.07** The employee shall be covered by all the terms of the collective agreement and the appendix, insofar as they are not otherwise modified by this article.

**2.08** This employee may not take charge of a nursing unit. She/he must work under the supervision of a nurse.

**2.09** The terms of the refresher period shall be communicated in writing to the employee and to the union at the time of hiring.

## **ARTICLE 3 CLASSIFICATION IN THE SALARY SCALE**

**3.01** An employee covered by this appendix shall be integrated into the salary scale on the basis of her/his experience and, if applicable, her/his post-graduate education, as established under the terms of articles 4 and 5. The provisions of clause 8.26 of the collective agreement shall be taken into account for the purpose of classification in the salary scale.

**3.02** At the time of hiring, the employer shall require that the employee provides a written attestation of her/his prior experience and/or post-graduate training. The employee shall obtain said attestation from the establishment where the experience was acquired and/or from the educational institution that provided the post-graduate training.

Should the employer fail to require such attestations, he may not hold a prescribed time limit against the nurse.

If it is impossible for the nurse to provide a written proof of her/his experience, she/he may, after proving the impossibility of doing so, submit proof of her/his 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.

## **ARTICLE 4 PRIOR EXPERIENCE**

(The following clauses replace clauses 17.01 to 17.04 of the collective agreement.)

**4.01** One year of experience shall entitle an employee to one echelon on the salary scale. This experience shall be acquired in the following manner:

**4.02** For salary purposes only, an employee shall be entitled to be classified on the basis of the length of her/his previous employment providing, however, that she/he did not leave the Health and Social Services sector or other employment as a nurse more than ten (10) years ago.

**4.03** If an employee has left the Health and Social Services sector or other employment as a nurse for more than five (5) years but less than ten (10) years, after completing her/his training period, she/he shall be classified no higher than the second-last echelon of the salary scale.

**4.04** If an employee left the Health and Social Services sector or other employment as a nurse more than ten (10) years ago, the employer shall, once the probation period is completed, take into account the nurse's valid experience for classification purposes.

**4.05** Notwithstanding clauses 4.01, 4.02, 4.03 and 4.04, employees presently in the service of the employer, or those hired thereafter, may not be credited with experience acquired during the year 1983 for the purpose of classification in the salary scale.

**4.06** In calculating the experience of an employee working on a part-time basis, each day of work shall be equivalent to 1/225th 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, each day of work shall equal 1/224th, 1/223rd, 1/222nd, 1/221st or 1/220th year of experience, respectively.

## **ARTICLE 5 POST-GRADUATE TRAINING**

**5.01** Each programme 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 shall entitle a nurse to one (1) or more echelon on the salary scale or additional remuneration of 1.5% of the salary provided for the twelfth (12th) echelon of the salary scale, as the case may be.

This provision shall not apply to activities related to human resources development provided for in the collective agreement.

**5.02** Each programme 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 shall entitle a nurse to two (2) more echelons on the salary scale or additional remuneration of 3% of the salary provided for the twelfth (12th) echelon of the salary scale, as the case may be.

**5.03** However, in order to be entitled to the additional echelon on the salary scale provided in clauses 5.01 and 5.02, an employee must work in her/his specialty. To be entitled to the additional remuneration, her/his post-graduate training must be required by the employer. If she/he uses more than one post-graduate programme in her/his specialized field of work, she/he shall be entitled to one (1) or two (2) echelons for each programme as applicable, or to additional remuneration of a maximum of 6% of the salary provided for the twelfth (12th) echelon of the salary scale, as the case may be.

**5.04** When the Professional Development Committee provided in previous collective agreements had accepted a programme of studies, employees who have taken such a programme shall retain the privileges related thereto for the purpose of advancement through the salary scale in accordance with clauses 5.01 and 5.02. The employer shall continue to recognize existing programmes 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 shall be entitled to the number of echelons mentioned below, regardless of the position she/he may hold:

- certificate from a college of nursing: two (2) echelons;
- one successfully completed year of university toward a degree in nursing: two (2) echelons;
- Bachelor's degree in nursing: four (4) echelons;
- master's degree in nursing: six (6) echelons.

**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 granting her/him the greatest number of echelons.

**5.07** An employee who has a Bachelor's degree in nursing shall be entitled to 6% additional remuneration when she works in a service for which the employer has awarded, between January 1, 1983 and the effective date of the collective agreement, a position with the same job title as hers/his with that academic requirement.

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 programmes of study for her/his job title shall be deemed to have this training for the purpose of the additional remuneration provided in clauses 5.01 and 5.02. However, this additional remuneration may not 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 salary scale because of post-graduate training shall receive the additional remuneration for the said post-graduate training when she/he has completed one (1) or more years of experience at the twelfth (12th) echelon of her/his salary scale and when the said post-graduate training is required by the employer in accordance with the provisions of clause 5.09.

If an employee holds a position requiring post-graduate training but cannot be raised by the number of echelons she/he is entitled to for her post-graduate training because she/he has already reached the twelfth (12<sup>th</sup>) echelon of her/his salary scale by virtue of her/his seniority and post-graduate training, this nurse shall receive, for each additional echelon that is not available to her, additional remuneration equalling 1.5% of the maximum salary for her/his scale until the additional remuneration equals the totality of echelons she/he is entitled to for her/his post-graduate training, without however exceeding 6%.

The employee who is at the twelfth (12th) echelon solely by virtue of her/his experience shall receive additional remuneration for her/his post-graduate training when such training is required by the employer in accordance with the provisions of clause 5.09.

**5.09** For the purposes of applying this article, the employer shall require post-graduate training in accordance with the following terms and conditions:

- 1- when a position involving post-graduate training requirements is awarded or has been awarded since January 1, 1983, employees in the same job title who work in the said service and who have this training shall have the training recognized for the purposes of additional remuneration;
- 2- within six (6) months of when the collective agreement comes into force, the employer shall decide, by service and by job title, on a list of programmes of post-graduate studies deemed required that entitle a nurse to additional remuneration.

### **Recognized post-graduate training**

**5.10** The programmes of post-graduate studies their relative value recognized under the terms of the collective agreement that came into force on May 22, 2000, as well as the training programmes recognized by the ministère de l'Éducation, du Loisir et du Sport, shall be recognized for the purposes 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 BUDGET FOR HUMAN RESOURCES DEVELOPMENT**

(The following clause is added to the collective agreement)

**6.01** The employer shall dedicate an annual budget equal to two (2) days of work per full-time equivalent (ETC), calculated as follows:

$$B = \frac{H+C}{h} \times 2 \times T \times 1.224^1$$

B= available budget

H= the total number of hours worked by nurses and paid at the regular rate during the fiscal year preceding January 1 of the year contemplated.

C= the total number of hours paid and not worked by full-time nurses during the fiscal year preceding January 1 of the year contemplated.

h= 1,981.5 hours or 1,926.3 hours, depending on the number of hours provided in the job title

T= daily rate for the ninth (9th) echelon on January 1 of the year contemplated.

**6.02** Leave without pay for studies shall not constitute an interruption of service for purposes of seniority. Upon her/his return to work, the employee shall resume the rights she/he had at the time of her/his departure.

**6.03** However, in the case of an employee who has at least four (4) years of service in the Health and Social Services sector at the time of her/his departure, such an absence of at least one (1) year shall be deemed, for the purposes of calculating seniority and experience, to be one (1) year of service, provided the employee remains in the employ of a Québec institution within the meaning of the Act respecting health services and social services (RSQ, chapter S-4.2 and amendments) for a period equal to the duration of her/his absence for study.

**6.04** If the employee benefits from a part-time leave of absence for studies as provided for in clause 18.04 of the collective agreement, in addition to the benefits set out therein, she/he shall then be considered to be full-time for the purpose of calculating seniority, and for the calculation of experience if she/he is covered by the provisions of clause 6.03.

## **ARTICLE 7 NURSING COMMITTEE**

**7.01** A Nursing Committee shall be struck within thirty (30) days of the date on which this collective agreement comes into force.

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<sup>1</sup> For psychiatric institutions and general hospitals with a structured psychiatric wing or department, the rate shall be 1.228.

**7.02** The committee shall be composed of four (4) persons appointed by the union, including two (2) nurses and two (2) employees covered by Appendix B in the service of the employer, and four (4) persons appointed by the employer.

When there are no employees affiliated with the CSN covered by Appendix B of this collective agreement, the committee shall comprise three (3) employees covered by this appendix, to be designated by the union, and three (3) members designated by the employer.

Either party may from time to time add an outside person, at its own expense, when it deems it appropriate.

**7.03** The purpose of this committee shall be to study employees' complaints about their workload. The committee may also study any issue directly related to nursing.

**7.04** The committee shall meet at the request of either party.

**7.05** Employees sitting on the committee shall be given leave from work without any loss of pay.

**7.06** An employee claiming to have been aggrieved on matters mentioned in clause 7.03 may file a written complaint with the committee.

If several employees collectively claim to have been aggrieved, or if the union itself believes that they have been aggrieved on matters mentioned in clause 7.03, the union may file a written complaint with the committee on their behalf.

**7.07** Within five (5) days of when the complaint is filed, the committee shall meet, formulate written recommendations and forward them to the employer. A copy of the recommendations shall be forwarded to the union.

**7.08** The employer shall render his decision in writing within five (5) days of receiving the committee's recommendations.

**7.09** If the committee cannot meet within a reasonable period of time because of the employer's refusal, or if the employer fails to make a decision within the prescribed time limit, or if the decision does not satisfy the employee or the union, either one may request arbitration by so advising the employer within thirty (30) calendar days of the expiry of the time limit provided in clause 7.08.

**7.10** The parties shall agree on the choice of an arbitrator.

Failing agreement between the parties, the ministère de la Santé et des Services sociaux (MSSS) shall automatically appoint a physician to act as arbitrator.

**7.11** Within seven (7) calendar days of the appointment of an arbitrator, the employer and the union shall each designate an assessor of their choice and shall communicate his/her name to the arbitrator.

**7.12** The arbitrator shall transmit 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.

The arbitrator and assessors accompanied, if applicable, by the official representative of the MSSS, shall 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.

**7.13** These various exhibits and any other documents produced by the parties or, as the case may be, by the official representative of the MSSS shall be filed as part of the record. The contents of these documents may become the object of supplementary or contradictory evidence.

**7.14** The arbitrator and assessors shall proceed with the inquiry in the presence of the parties and, if applicable, the official representative of the MSSS, and shall hear witnesses for both parties.

The arbitrator, accompanied by the assessors, may also visit the premises, if he/she deems it appropriate, and use any findings for the purposes of arriving at a decision.

**7.15** Arbitration hearings shall be public; the arbitrator may, however, order a closed session on his/her own or at the request of either party.

The arbitrator shall have all the powers conferred upon him/her by the Labour Code to conduct arbitration hearings.

At the request of the parties or the arbitrator, witnesses shall be 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 sentenced pursuant to the Code of Penal Procedure, as if she/he had been summoned under the terms of that act.

**7.16** The arbitrator's decision shall state the reasons for the decision and shall be rendered in writing within three (3) weeks of when the arbitrator is appointed. It shall be transmitted to the MSSS and to both parties.

Should one of the representatives of the parties disagree with the decision rendered, he/she may submit his/her dissidence in writing to the MSSS and the parties within fifteen (15) days of when the decision is issued.

**7.17** The arbitrator's decision shall be final and binding on all parties. Unless otherwise stipulated in the arbitration award, it shall be put into effect within thirty (30) days, unless it is absolutely impossible to do so.

**7.18** The arbitrator's expenses and fees shall be shared equally by the parties.

## **ARTICLE 8 ANNUAL VACATION**

(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 shall be entitled to one-twelfth (1/12) 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 15	5
March 16 and April 15	2

**ARTICLE 9 INTENSIVE CARE PREMIUM**

**9.01** An intensive care unit shall be defined as follows: a specially arranged area with specifically assigned personnel and appropriate instrumentation for the treatment and monitoring of the seriously ill.

**9.02** An employee assigned to work in an intensive care unit shall, in addition to her/his salary, receive a daily premium of:

<b>Rate 2006-04-01 to 2007-03-31 (\$)</b>	<b>Rate 2007-04-01 to 2008-03-31 (\$)</b>	<b>Rate 2008-04-01 to 2009-03-31 (\$)</b>	<b>Rate from 2009-04-01 (\$)</b>
3.28	3.35	3.42	3.49

**ARTICLE 10 SPECIAL PROVISIONS FOR CERTAIN CANDIDATES TO THE NURSING PROFESSION**

The employer shall consider as a nurse anyone presently working at 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 salary provided in clause 25.01 of that collective agreement.

**ARTICLE 11 REASSIGNMENT TO DIFFERENT DUTIES**

When there is no assistant head baccalaureate nurse<sup>1</sup> assistant head nurse or assistant to the immediate superior, clinical nurse assistant to the head nurse or clinical nurse assistant to the immediate superior on duty in a department, the employee who temporarily replaces her/his immediate superior for a period of at least seven (7) hours of continuous work shall be entitled for that period to a salary supplement of:

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<sup>1</sup> This job title shall be abolished on November 20, 2006, as stipulated in the List of job titles, descriptions and salary rates and scales in the Health and Social Services network.

Rate 2006-04-01 to 2007-03-31 (\$)	Rate 2007-04-01 to 2008-03-31 (\$)	Rate 2008-04-01 to 2009-03-31 (\$)	Rate from 2009-04-01 (\$)
11.53	11.76	11.99	12.23

**ARTICLE 12 LEAVE WITHOUT PAY TO WORK IN A NORTHERN INSTITUTION**

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

**14.01** After agreement with her/his employer, an employee recruited to work in one of the following institutions:

**CÔTE-NORD (09)**

- Minganie Health and Social Services Centre;
- Basse-Côte-Nord Health and Social Services Centre;
- Schefferville dispensary of the Hématite Health and Social Services Centre;
- Nakaspi CLSC

**NUNAVIK (17)**

- Tulattavik Health Centre of Ungava;
- Inuulitsivik Healthcenter;

**JAMES BAY CREE TERRITORIES**

- James Bay Cree Health and Social Services Council

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

**12.02** After agreement with the original employer, this leave without pay may be extended for another period of no more than forty-eight (48) months.

**12.03** The following terms shall apply to this leave without pay:

**A) Seniority**

Seniority acquired by an employee during this leave without pay shall be recognized when she/he returns, unless the local parties agree otherwise.

**B) Experience**

Experience acquired by an employee during this leave without pay shall be recognized when she/he returns.

### **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 she/he can begin work within thirty (30) days of being appointed.

### **D) Annual vacation**

The employer shall pay the employee remuneration corresponding to the number of days of annual vacation accumulated up to the date on which she/he takes leave without pay.

### **E) Sick leave**

Sick leave accumulated pursuant to clause 23.29 as of the beginning of leave shall be credited to the employee and shall be reimbursed in accordance with the provisions of clause 23.30.

Should employment be terminated, sick leave covered by clause 23.28 and that accumulated pursuant to clause 23.29 shall be reimbursed at the rate of pay in effect at the beginning of the leave, on the basis of the amounts and terms provided in this collective agreement.

### **F) Pension plan**

During leave without pay, an employee shall not suffer any prejudice to her/his pension plan if she/he returns to work within the authorized period of time.

### **G) Group insurance**

An employee shall no longer be entitled to coverage under the group insurance plan during leave without pay. However, she/he shall be entitled to the plan in effect in the institution where she/he is working as soon as she is hired.

### **H) Exclusion**

With the exception of the provisions of this clause, an employee on leave without pay shall not be entitled to the benefits of the collective agreement in effect in the institution, just as if she/he were not employed by the institution, subject to her/his 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**

An employee may resume her/his position with her/his original employer, providing that she/he gives written notice at least thirty (30) days in advance.

However, if the position that the employee held when she/he left is no longer available, she/he must use the bumping and/or layoff procedure provided in clause 14.14 of this collective agreement.

## **ARTICLE 13 NURSES WORKING IN DISPENSARIES**

The provisions of this appendix shall apply to nurses working in dispensaries, excepting articles 1, 2, 7, 9, 10, 11 and 12, and the additional remuneration provided in article 5.

## **APPENDIX E**

### **SPECIAL PROVISIONS FOR EDUCATORS**

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The provisions of this collective agreement shall apply to the extent that they are not otherwise modified by this appendix.

#### **ARTICLE 1 PROBATION PERIOD**

Every new educator shall undergo a probation period.

#### **ARTICLE 2 MEALS**

A meal shall be provided free of charge to an employee who, in the performance of her/his duties, is required to have her/his meals 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 a new educator on her/his team;
- 3- when one or several users are causing major difficulties.

##### **3.02 Supplement**

In addition to her/his salary, the living and/or rehabilitation unit supervisor receives the supplement provided in the collective agreement.

This supplement replaces remuneration for overtime work for tasks covered in clause 3.01.

#### **ARTICLE 4 STUDY INCENTIVE PREMIUM**

**5.01** A full-time employee in the service of the institution on the date this collective agreement comes into force shall receive a study incentive premium after having successfully completed fifteen (15) units (credits) of the CEGEP programme in institutional rehabilitation or special education. The amount of the premium shall be:

<b>Rate 2006-04-01 to 2007-03-31 (\$)</b>	<b>Rate 2007-04-01 to 2008-03-31 (\$)</b>	<b>Rate 2008-04-01 to 2009-03-31 (\$)</b>	<b>Rate from 2009-04-01 (\$)</b>
446.00	455.00	464.00	473.00

**4.02** However, an employee who, after having completed fifteen (15) credits, is classified in a higher salary scale shall not be entitled to this premium.

**4.03** Equivalence or exemptions granted by the CEGEP shall not be accepted for the purposes of this article.

**4.04** This study incentive premium shall be granted only once for the same units (credits) and may not be claimed by an employee when the courses are taken during working hours without loss of salary.

**4.05** Programme successfully completed in institutional rehabilitation or special education (CEGEP study programme) shall not be taken into account for the purposes of applying Appendix O (Recognition of additional education).

## **ARTICLE 5 UPGRADING OF SKILLS**

The provisions of Articles 2 and 3 of Appendix O shall 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 shall be entitled to two (2) more echelons on her/his salary scale, in accordance with the provisions of Appendix O.

## **ARTICLE 6 REMUNERATION**

**6.01** When an employee is upgraded into a higher class, she/he is classified in this new class on the basis of her/his years of experience; in no case shall she/he incur a reduction in pay.

## **ARTICLE 7 RECREATION TECHNICIAN**

The provisions of this appendix apply to recreation technicians, except for articles 3 and 6.

## **ARTICLE 9 SPECIAL PROVISION FOR THE CENTRE HOSPITALIER DE CHARLEVOIX OF THE CHARLEVOIX HEALTH AND SOCIAL SERVICES CENTRE**

### **Head of Module**

Person who is responsible for the regular operations of a module. She/he leads the module team by promoting continuity in staff-user relations. She/he co-ordinates and participates in the implementation



of rehabilitation programmes, sees to the individualization and well-being of each user, and develops and supervises living rules specific to the module.

The person who holds the job title of module leader shall be granted an annual premium of:

<b>Rate 2006-04-01 to 2007-03-31 (\$)</b>	<b>Rate 2007-04-01 to 2008-03-31 (\$)</b>	<b>Rate 2008-04-01 to 2009-03-31 (\$)</b>	<b>Rate from 2009-04-01 (\$)</b>
1,136.00	1,159.00	1,182.00	1,206.00

**ARTICLE 9 SPECIAL EDUCATION TECHNICIAN**

The provisions of this appendix shall apply to special education technicians.

## **APPENDIX F**

### **SPECIAL PROVISIONS FOR THE FOLLOWING INSTITUTIONS:**

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#### **CÔTE-NORD (09)**

- Basse-Côte-Nord Health and Social Services Centre;
- The Schefferville service point of the Hématite Health and Social Services Centre;
- The Naskapi CLSC

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

- Inuulitsivik Health Centre;
- Tulattavik Health Centre of Ungava;

#### **JAMES BAY CREE TERRITORIES**

- James Bay Cree Health and Social Services Council

### **FRINGE BENEFITS**

**1.01** The fourth paragraph of clause 25.01 of the collective agreement is amended as follows:

In the event of a death mentioned in the preceding paragraphs, the employee shall be 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**

The provisions of the collective agreement shall apply, to the extent that they are not otherwise modified by this appendix, to employees classified under Code 1000– Professionals, with the exception of those covered by Appendix N.

#### **ARTICLE 2 PRIOR EXPERIENCE**

(This article replaces clauses 17.01 TO 17.04 of the collective agreement.)

**2.01** Employees now in the service of the employer and employees hired subsequently shall be classified, for salary purposes only, on the basis of their prior experience in the same job title, taking into account, where appropriate, 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 shall be counted in determining the date on which the employee advances an echelon on the salary scale.

**2.02** At the time of hiring, the employer shall require that the employee submit an attestation certifying her/his prior experience. The employee shall obtain this attestation from the institution where such experience was acquired. Failing this, the employer may not hold a prescribed time limit against her/him. Should it be impossible for an employee to supply written proof or attestation of her/his experience, she/he may, after demonstrating that this is in fact impossible, state her/his experience under oath, and this shall then be deemed as valid as written proof.

**2.03** If the employee has left the practice of her/his profession for more than five (5) years but less than ten (10) years, she/he shall be subject to a probation period. At the time of hiring, she/he shall be entitled to classification in the second (2nd) salary echelon in her/his category. After the said probation period, the employee shall be entitled, for salary purposes only, to recognition of her/his prior years of experience.

**2.04** If the employee has ceased to practise her/his profession for more than ten (10) years, she/he shall be subject to a probation period. At the time of hiring, she/he shall be entitled to the minimum salary echelon in her/his category. After the said probation period, the employee shall be entitled, for salary purposes only, to recognition of three quarters (3/4) of her/his prior years of experience.

**2.05** Notwithstanding clauses 2.01, 2.03 and 2.04, employees now in the service of the employer and those hired subsequently may not be credited with experience earned during the year 1983 for purposes of classification in their salary scale.

#### **ARTICLE 3 OVERTIME**

(The following article replaces Article 19 of the collective agreement)

**3.01** All work done in addition to the regular day or week of work shall be deemed to be overtime.

All overtime work shall be done with the knowledge of the employee's immediate supervisor or her/his replacement. In unforeseen circumstances, however, or if the employee cannot reach her/his immediate supervisor, or if justified by the demands of the work in progress, an employee shall be paid at overtime rates providing that she/he justifies the overtime work to her/his immediate supervisor or the latter's replacement within the next two (2) working days.

**3.02** An employee who works overtime shall be remunerated as follows for the number of hours worked:

- 1- She/he shall be given an equal number of 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 said time off in lieu of overtime, the employee shall be paid for the overtime worked at straight-time rates.

These rules shall also apply to part-time employees.

#### **ARTICLE 4 EVALUATION**

**4.01** Any evaluation of an employee's professional activities shall be brought to her/his attention.

**4.02** Any request for information about an employee's professional activities, regardless of whether the employee is on duty, shall be answered by the personnel manager or the department head.

#### **ARTICLE 5 JOB TITLES, DESCRIPTIONS AND SALARY 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 was classified in one of these job titles shall be deemed to possess the minimum qualification requirements for that job title.

##### **Integration into the salary 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 shall be integrated into the echelon corresponding to her/his years of professional experience, taking into account the provisions of clauses 5.07 to 5.13, as the case may be, in conformity with the applicable rules of echelon advancement.

An employee with no professional experience shall be integrated into 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 shall be equal to one year of professional experience. However, for salary purposes, the employee can only accumulate up to twenty-four (24) months of experience during a leave of absence 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 by virtue of the preceding clause shall be counted in 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 may not accumulate more than one year of work experience during a period of twelve (12) months.

**5.06** Notwithstanding clauses 5.03 and 5.04, employees now in the service of the employer and those hired in the future may not be credited with professional experience acquired during 1983 for purposes of integration into the salary 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 the 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 shall be 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 shall be 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 schooling may be credited for purposes of experience.

**5.12** "Undergraduate university degree" means that an employee has completed the schooling necessary to obtain an undergraduate degree according to the system in effect when this schooling was completed.

**5.13** On her/his date for advancing an echelon, an employee shall, if applicable, advance one (1) additional echelon in accordance with this article.

However, in applying clause 5.09, an employee who, in the case of an annual advancement, is entitled to recognition of one-half (1/2) year of experience because of the fact that she/he has successfully completed a master's degree by her/his regular advancement date, shall advance an echelon at the end of a period of six (6) months following her/his regular echelon advancement date. This paragraph shall have the effect of modifying the employee's regular echelon advancement date.

**Echelon advancement**

**5.14** An employee normally remains in 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 17.<sup>1</sup>

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<sup>1</sup> For the person employed as a lawyer, the length of the stay in one echelon is normally of six (6) months of professional experience in echelons 1 to 10, and one (1) year of professional experience in echelons 11 to 21.

**5.15** Echelon advancement shall be granted upon satisfactory job performance.

**5.16** Accelerated echelon advancement shall be granted in accordance with the provisions of clauses 5.07 to 5.13, as the case may be.

**5.17** Accelerated echelon advancement shall be granted to an employee on her/his date of advancement if her/his performance has been judged exceptional by the employer.

**5.18** However, no year or fraction of a year of experience acquired during the year 1983 shall be credited in determining the date on which the employee moves ahead one echelon.

**5.19 Professional co-ordination premium**

An employee who is entrusted with the supervision and responsibility for a group consisting of at least four (4) professional employees shall receive a premium of 5% of her/his salary.

**ARTICLE 6 PROFESSIONAL SECRECY**

If an employee is summoned to testify about facts brought to her/his attention in the course of performing her/his duties, and if she/he expects that she/he will have to invoke professional secrecy, she/he may choose to be accompanied by legal counsel chosen and paid for by the institution.

## APPENDIX H

### REGIONAL DISPARITIES

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#### SECTION I DEFINITIONS

For the purposes of this appendix, shall be meant by:

##### 1.01 Dependent:

The spouse or dependent child as defined Article 1 or any other dependent within the meaning of the Taxation Act, providing that the latter resides with the employee. However, for the purposes of this appendix, income earned from employment by the employee's spouse shall not have the effect of denying the spouse's status as a dependent.

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 shall not deny his or her status as a dependent, 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 shall not deny his or her status as a dependent, when no pre-school or elementary school, as the case may be, recognized as of public interest, is accessible in the child's language of instruction (French or English) in the locality in which the employee resides.

##### 1.02 Point of departure:

Domicile in the legal sense of the term at the time of hiring, to the extent that the domicile is located in a Québec locality. The said 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, Quaqaq, Akulivik, Kangiqsujuaq, Kangirsuk, Salluit and Taqpingajuk.

###### Sector IV

The localities of Wemindji, Eastmain, Waskagehanish, Nemiscau, Inukjuak, Puvinituq and Umiujaq.

###### Sector III

- The territory north of the 51st parallel, including Mistissini, Kuujuaq, Kuujuarapik, Whapmagoostui, 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, covering the east from Havre-Saint-Pierre to the Labrador border, including the Anticosti Island.

**Sector II**

- The municipality of Fermont;
- The territory of the Côte-Nord east of Rivière Moisie and extending as far as Havre-Saint-Pierre;
- The Îles-de-la-Madeleine.

**Sector I**

- The localities of Chibougamau, Chapais, Matagami, Joutel, Lebel-sur-Quévillon, Témiscamingue and Ville-Marie.

**SECTION II PREMIUM AMOUNTS**

**2.01** An employee working in one of the above mentioned sectors shall receive an isolation and remoteness premium of:

<b>Sectors</b>	<b>Rate 2006-04-01 to 2007-03-31 (\$)</b>	<b>Rate 2007-04-01 to 2008-03-31 (\$)</b>	<b>Rate 2008-04-01 to 2009-03-31 (\$)</b>	<b>Rate from 2009-04- 01 (\$)</b>
<b>With dependent(s)</b>				
<b>Sector V</b>	16,953	17,292	17,638	17,991
<b>Sector IV</b>	14,371	14,658	14,951	15,250
<b>Sector III</b>	11,051	11,272	11,497	11,727
<b>Sector II</b>	8,782	8,958	9,137	9,320
<b>Sector I</b>	7,101	7,243	7,388	7,536
<b>Without dependents</b>				
<b>Sector V</b>	9,617	9,809	10,005	10,205
<b>Sector IV</b>	8,153	8,316	8,482	8,652
<b>Sector III</b>	6,908	7,046	7,187	7,331
<b>Sector II</b>	5,854	5,971	6,090	6,212
<b>Sector I</b>	4,966	5,065	5,166	5,269

**2.02** A part-time employee working in one of these sectors shall receive the Premium in proportion to the number of hours remunerated.



**2.03** The amount of the isolation and remoteness premium shall be adjusted in proportion to the length of the employee's posting in the territory of an employer included in a sector described under Section I.

**2.04** Subject to clause 2.08, the employer shall cease to pay the isolation and remoteness premium established under this section if the employee and her/his dependents intentionally leave the territory during leave or a paid absence of more than thirty (30) days. The isolation and remoteness premium shall be continued, however, as if the employee were at work during absences for annual leave, statutory holidays, sick leave, maternity 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 her/his request, defer the payment of the isolation and remoteness premium under the same terms and conditions as those agreed upon for deferring her/his 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) shall be entitled to the premium applicable to an employee with dependents, if there are one or more dependents other than the spouse. If there is no dependent other than the spouse, each shall be entitled to the premium from the scale for employees without dependents, notwithstanding the definition of the term "dependent" in clause 1.01 of Section I of this appendix.

### **SECTION III OTHER BENEFITS**

**3.01** The employer shall assume the following expenses for any employee recruited more than fifty (50) kilometres from the locality in which she/he is called upon to perform her/his 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 her/his dependents;
- b) the cost of transporting her/his personal effects and those of her/his dependents 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 shall be borne by the employer between the point of departure and the locality to which the employee is assigned, and shall be reimbursed upon presentation of receipts.

In the case of an employee recruited from outside Québec, these expenses shall be borne by the employer without exceeding the equivalent of the costs between Montréal and the locality where the employee is assigned to perform her/his duties.

**3.02** Should an employee eligible for the provisions of subparagraphs b), c) and d) of clause 3.01 decide not to make immediate use of some or all of these provisions, she/he shall remain eligible to use them during the two (2) years beginning on the day on which her/his assignment begins.

**3.03** An employee who leaves shall have the expenses provided in clause 3.01 above reimbursed.

Moreover, the weight of 228 kilograms provided in subparagraph b) of clause 3.01 shall be increased by 45 kilograms per year of service spent in the territory in the service of the employer. This provision applies solely to the employee.

However, an employee shall not be entitled to reimbursement of these expenses if she/he resigns from the position to go and work for another employer before having spent 45 calendar days in the territory.

**3.04** These expenses shall be payable on condition that the employee does not have them reimbursed by another plan, such as the federal work-force mobility plan, and only in the following cases:

- a) during the employee's first posting;
- b) at the time of a subsequent posting or transfer at the request of the employer or the employee;
- c) when the contract is breached or the employee resigns or dies; in the case of sectors I and II, however, reimbursement shall be in proportion to the time worked compared to a period of reference established as one (1) year, except in the case of death;
- d) when an employee obtains a leave of absence for study; in the latter case, the expenses contemplated in clause 3.01 shall also be payable to an employee whose point of departure is situated 50 kilometres or less from the locality in which she/he was 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 shall be 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 shall not be required to make any reimbursement.

#### **SECTION IV TRIPS OUT**

**4.01** The employer shall reimburse an employee recruited more than fifty (50) kilometres from the locality in which she/he works for the expenses inherent in the following trips out for the employee and her/his dependents:

- a) for localities in sectors III, with the exception of those listed in the following subparagraph, localities in sectors IV and V and the locality of Fermont: four (4) trips out per year for an employee without dependents, and three (3) trips out per year for an employee with dependents;
- 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 her/his place of assignment who has been recruited on the spot and who has obtained the right to trips out because she/he was living as if she/he were married with a spouse working in the public sector shall continue to be entitled to the trips out provided for in this article even if she/he loses her/his 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 shall not entitle the employee to a greater number of trips out paid for by the employer than the number provided for in the collective agreement.

In the case of trips out granted to an employee with dependents, 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 her/his dependents more employer-paid trips out than the number provided for in the collective agreement.

**4.03** These expenses shall be reimbursed upon presentation of receipts for the employee and her/his dependents up to the equivalent for 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 posted and the departure point located in Québec, or as far as Montréal.

In the case of an employee recruited from outside Québec, these expenses shall not exceed the lesser of the following two amounts:

- either the equivalent of a return air fare (regularly scheduled flight) between the locality where the employee is posted and her/his residence when hired;
- or the equivalent of a return air fare (regularly scheduled flight) between the locality where the employee is posted 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 shall 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 she/he works. Within the meaning of this clause, a close relative shall be defined as follows: 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 her/his dependents more trips out than the number to which she/he is 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 fault of the employee, may be the subject of an agreement between the union and the employer.

## **SECTION V REIMBURSEMENT OF EXPENSES IN TRANSIT**

**5.01** The employer shall reimburse the employee for the expenses incurred in transit (meals, taxis and lodging if necessary) for herself or himself and her/his dependents, at the time of hiring and of any trip out provided in the collective agreement, upon presentation of receipts and on condition that these expenses are not borne by a carrier.

## **SECTION VI DEATH OF THE EMPLOYEE**

**6.01** In the event of the death of the employee or of one of her/his dependents, the employer shall pay the transportation for the repatriation of the mortal remains. In addition, the employer shall

reimburse the dependents for expenses incurred for return travel between the locality of the employee's posting and the deceased employee's place of burial in Québec.

## **SECTION VII TRANSPORTATION OF FOOD**

**7.01** An employee who is unable to provide for her/his 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 her/his locality shall benefit from the 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 shall be granted according to one of the following formulas:

- a) either the employer shall assume responsibility for transporting the food from the most accessible or most economical source of supply as far as transportation is concerned, and shall assume the cost directly;
- b) or the employer shall pay the employee an allowance equivalent 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 provided in clause 7.01 shall on March 1 of each year be entitled annually 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 vehicle for employees may be covered by local arrangements.

## **SECTION IX HOUSING**

**9.01** The obligations and practices bearing on the employer's supplying a dwelling to the employee at the time of hiring shall be maintained only in the places in which they already exist.

**9.02** The rents charged to employees who are entitled to housing in sectors V, IV and III and in Fermont shall be maintained at their December 31, 1988 rates.

**9.03** At the union's request, the employer shall explain the grounds for allocating housing. Similarly, at the union's request the employer shall inform the union of existing maintenance measures.

## **SECTION X RETENTION PREMIUM**

**10.01** An employee working in the localities of Sept-Îles (including Clark City), Port-Cartier, Galix or Rivière-Pentecôte shall receive a retention premium equal to eight per cent (8%) of her/his annual salary.

## **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 and Fermont for all employees who were entitled to them on December 31, 1988.

## **APPENDIX I**

### **SPECIAL PROVISIONS FOR EMPLOYEES WORKING IN COMMUNITY SERVICES (LAUNDRIES)**

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The provisions of the collective agreement shall apply, to the extent that they are not otherwise modified by this appendix, to employees of community services (laundries).

#### **HYGIENE**

The employer shall provide employees assigned to the sorting or receiving of soiled linen the possibility of taking a shower during working hours to avoid the transmission of pathogenic germs to family members or their acquaintances.

Insofar as possible, the employer shall endeavour to eliminate emanations of nauseating odours by means of the appropriate techniques.

## APPENDIX J

### SPECIAL PROVISIONS FOR SOCIAL ASSISTANCE TECHNICIANS

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#### ARTICLE 1 MECHANISMS FOR THE INTEGRATION OF SOCIAL ASSISTANCE TECHNICIANS (S.A.T.)

**1.01** The employee shall receive the salary of the echelon for her/his job title corresponding to the number of years of experience in the same or a comparable job title and, where appropriate, taking into account valid experience acquired in another job title.

**1.02** Employees shall retain, as a vested right, years of experience already recognized by the employer. Therefore, years of experience already recognized for an employee shall not be contested for any reason whatsoever.

**1.03** The scale for a social assistance technician shall apply to employees who have completed the training to become social assistance technicians.

**1.04** The provisions contained in Appendix O (Recognition of additional education) shall apply to employees covered by this article.

**1.05** A social assistance technician in the service of an institution who successfully completes thirty (30) credits of the curriculum leading to a university degree in social work, sociology, criminology, psychology or sexology shall move up two (2) additional echelons on the social assistance technicians' scale, in accordance with the provisions of Appendix O.

**1.06** Each time an employee completes one (1) year of service in her/his job title, she/he shall move up one echelon on the salary scale, if this is possible given the number of echelons in the salary scale.

For the purpose of calculating the experience of a social assistance technician who works part-time, each day of work shall be equivalent to 1/225th 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 shall equal 1/224th, 1/223rd, 1/222nd, 1/221st or 1/220th year of experience.

However, the year or fraction of a year of service acquired as well as the number of days of work accumulated during 1983 shall not be credited for the purposes of determining the date on which an employee moves ahead one echelon on the salary scale.

**1.07** Notwithstanding clause 1.01, employees currently in the service of the employer as well as those hired subsequently may not be credited with the experience acquired in 1983 for purposes of classification in the salary scale.

#### ARTICLE 2 PROFESSIONAL SECRECY

To protect the professional secrecy of its employees, the employer shall hire and pay the fees for legal counsel to represent an employee who is summoned to testify before a court if her/his testimony is required.

## **APPENDIX K**

### **SPECIAL PROVISIONS FOR AN INTEGRATION CARRIED OUT IN ACCORDANCE WITH THE PROVISIONS OF SECTIONS 130 TO 136 OF THE ACT RESPECTING OCCUPATIONAL HEALTH AND SAFETY (R.S.Q. chapter S-2.1)**

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#### **ARTICLE 1 SCOPE**

The provisions of this collective agreement shall apply to an employee who is integrated insofar as they are not otherwise modified by this appendix.

##### **A) Voluntary transfers**

Newly created positions shall not be posted and the employees to be integrated shall fill said positions. By virtue of the integration their appointment may not be challenged.

##### **B) Seniority**

The years of service acquired with the original employer shall be transferred as years of seniority in the institution.

##### **C) Professional experience**

An employee's experience shall be recognized when deemed relevant by the institution.

##### **D) Salary**

Employees shall not suffer any reduction in their hourly rate of pay.

##### **E) Vacation**

From the date the appointment takes effect, the provisions of the collective agreement pertaining to vacation shall apply to integrated employees.

##### **F) Pension plan**

Employees shall be covered by the RREGOP from the date the appointment takes effect with the institution.

#### **ARTICLE 2 OTHER WORKING CONDITIONS**

Integrated employees may not transfer any other working conditions from the original employer.



## APPENDIX L

### SPECIAL PROVISIONS FOR FULL-TIME EMPLOYEES 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 shall continue 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 shall receive remuneration equal to what she/he would receive if she/he were at work.

**1.02** However, for any absence for which an employee receives remuneration, benefits or an indemnity, the salary<sup>1</sup> or the salary used as the reference for determining such a benefit or indemnity, as the case may be, shall be reduced for the duration of said absence by the following percentage, depending on the employee's seniority:

0 to 5 years of seniority:	11%
5 to 10 years of seniority:	12%
10 or more years of seniority:	14%

The above paragraph shall not apply in the case of the following absences:

- a) statutory holidays;
- b) annual leave (vacation);
- c) maternity, paternity or adoption leave;
- d) absence for disability, from the sixth (6th) 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;
- f) additional day of leave with pay as provided in clause 2.01 of this appendix.

**1.03** The number of days of sick leave payable on December 15 of each year shall be reduced proportionally to the time worked during the reference year<sup>2</sup> by 1.4 days for an employee with between 0 and 5 years of seniority on November 30. In the event that the bank of sick leave is insufficient for such recovery, the accumulation of sick leave provided in clause 23.29 shall be suspended until the outstanding balance has been recovered.

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<sup>1</sup> Salary is understood to mean salary plus, where applicable, the supplement, responsibility premium and additional remuneration provided in Article 5 of Appendix D.

<sup>2</sup> The basis for calculations is the maximum number of days that a full-time employee must normally work during the reference year, excluding days of annual leave, statutory holidays and the days of paid leave provided for in clause 1.01 of this appendix.

An employee who has ten (10) or more years of seniority on November 30 shall receive, no later than the following December 15, an amount equal to four (4) days of salary<sup>1</sup>, calculated proportionally to the time worked in the course of the reference year<sup>2</sup>.

Should an employee leave the position or change status or work shift, the amounts due or to be recovered from the bank of sick leave, as the case may be, shall be calculated in proportion to the time elapsed between December and the date of departure or change of status or shift, as the case may be, relative to the reference year.

At the time the days of sick leave mentioned in clause 23.30 are paid, the employer shall inform the employee, on her/his pay stub or otherwise, of the amounts paid or recovered from her/his bank of sick leave pursuant to the application of this clause.

**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 days off with pay under this appendix shall retain full-time employee status.

**1.06** The provisions of Article 20 (Paid statutory holidays) of this collective agreement shall apply to employees covered by this appendix.

**1.07** An employee covered by this appendix shall not be entitled to the night shift premium provided in clause 9.05, except when she/he works overtime on the night shift.

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<sup>1</sup> Salary is understood to mean salary plus, where applicable, the supplement, responsibility premium and additional remuneration provided in Article 5 of Appendix D.

<sup>2</sup> The basis for calculations is the maximum number of days that a full-time employee must normally work during the reference year, excluding days of annual leave, statutory holidays and the days of paid leave provided for in clause 1.01 of this appendix.

## **APPENDIX M**

### **SERVICE CONTRACTS FOR PRIVATE ESTABLISHMENTS UNDER AGREEMENT**

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The provisions of this appendix apply to private establishments under agreement and replace Article 29 of the collective agreement.

Any contract between the employer and a third party directly or indirectly taking away the totality or a portion of the tasks performed by employees covered by the bargaining unit shall commit the employer to the following :

1. The employer notifies the third party as to the existence of the bargaining unit and the collective agreement as well as their content.
2. There shall be no 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 service contract may not be caused by or mainly caused by the exercise of rights under the terms of the Labour Code by workers employed by a subcontractor.

In the case of work performed by employees in the maintenance, food services (kitchen and cafeteria) and nursing care sectors, service contracts to be awarded or renewed by the employer must provide that the salary and fringe benefits to be paid by a subcontractor to his employees who will be working in the employer's establishment shall be generally comparable to market wage rates in the health sector for similar job titles.

The salaries and fringe benefits paid by a subcontractor to his employees shall be presumed to be generally comparable when they are determined under the terms of a collective agreement.

Moreover, the employer shall not award, renew or terminate any service contract in the maintenance, food services (kitchen and cafeteria) and nursing care sectors without advising the union thirty (30) days in advance.

## APPENDIX N

### SPECIAL PROVISIONS FOR EMPLOYEES IN NURSING POSITIONS REQUIRING A BACHELOR'S DEGREE IN NURSING

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#### ARTICLE 1 SCOPE

**1.01** The provisions of the collective agreement shall apply, insofar as they are not otherwise modified by this appendix, to employees in the following job titles:

- 1902 Assistant head baccalaureate nurse<sup>1</sup>
- 1904 Baccalaureate nurse assistant to the immediate superior<sup>1</sup>
- 1911 Clinical nurse
- 1912 Clinical nurse assistant head nurse  
Clinical nurse assistant to the immediate superior
- 1913 Nursing counsellor
- 1914 Candidate to the position of specialized nurse practitioner
- 1915 Specialized nurse practitioner
- 1916 Surgical first assistant

**1.02** The following provisions from Appendix D shall apply to employees covered by this appendix:

- article 6 - budget for human resources development
- article 7 - nursing committee
- article 8 - annual vacation
- article 9 - intensive care premium
- article 11 - reassignment to different duties
- article 12 - leave without pay to work in a northern institution

**1.03** The following provisions from Appendix G shall 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)  
Advancement of echelon (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 shall, for salary purposes only, be classified on the basis of the length of her/his previous work in one of the job titles provided in this appendix and, where applicable, taking into account valid experience in a comparable job title,

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<sup>1</sup> This job title shall be abolished on November 20, 2006, as stipulated in the List of job titles, descriptions and salary rates and scales in the Health and Social Services network.

providing that she/he has not ceased to exercise her/his profession for more than five (5) consecutive years. An employee who left the profession more than five (5) years ago shall not attain the last echelon of the salary scale at the time when she/he is classified.

Any fraction of a year recognized under the preceding paragraph shall be computed in determining the date on which an employee advances one echelon.

**2.02** At the time of hiring, the employer shall require an attestation as to this experience from the employee. The employee shall obtain said attestation from the employer where such experience was acquired. Failing this, the employer may not hold a prescribed time limit against her/him. If it is impossible for the employee to provide a written attestation of her/his experience, she/he may, after having demonstrated said impossibility, declare her/his experience under oath which then has the same value as a written attestation.

**2.03** Notwithstanding clause 2.01, employees now in the service of the employer and those hired subsequently shall not be credited with experience acquired in 1983 for the purpose of classification in the salary scale.

### **ARTICLE 3 SPECIAL PROVISIONS PROVIDED IN ARTICLE 15 (JOB SECURITY)**

For the purpose of applying clause 15.05 (comparable position), the job titles covered in this Appendix, shall be 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 shall be 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 said time off in lieu of overtime, the overtime shall be paid at the straight-time rate.

The same rules shall also apply to part-time employees.

### **ARTICLE 5 PROVISIONS ON REMUNERATION**

#### **Integration into the salary 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 shall be integrated into the echelon corresponding to her/his years of experience in accordance with Article 2 of this appendix and taking into account, where appropriate, the provisions of clauses 5.07 to 5.13 of Appendix G, all in accordance with the rules governing echelon advancement.

**5.02** an employee without experience in one of the job titles provided in this appendix shall be integrated at the first (1st) echelon, subject to the provisions of clauses 5.07 to 5.13 of Appendix G.

**Integration into the salary scales of employees promoted after the date on which the collective agreement comes into force**

**5.03** An employee promoted to a position whose job title is covered in this appendix, shall be paid the salary for this new job title which is immediately higher to the salary she/he was paid in her/his former job title, taking into account, where appropriate, the additional remuneration for post-graduate training provided in Article 5 of Appendix D and the premium for team leader.

An assistant head nurse or assistant to the immediate superior who obtains a position as clinical nurse shall continue to be paid what she/he was paid before the promotion (salary plus supplement and, where applicable, the additional remuneration for post-graduate training provided in Article 5 of Appendix D) until she/he arrives at an echelon in her/his new salary scale that provides a salary equal to or greater than the remuneration she/he received before the promotion.

**5.04** If, during the twelve (12) months following each increase in the salary 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 her/his former job title (taking into account, if applicable, additional remuneration for post-graduate training and the team-leader or instructor supplement), said employee shall be paid what she/he would have received in her/his former job title, starting on the date on which her/his salary falls behind and until her/his echelon advancement on the salary scale. However, if that echelon advancement on the salary scale results in a salary that is less than what she/he would have received in her/his former job title, she/he shall continue to receive the salary for the former job title until her/his next echelon advancement.

**ARTICLE 6 SPECIAL PROVISIONS FOR CERTAIN FUNCTIONS**

**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 shall be classified as clinical nurse or, as the case may be, assistant head baccalaureate nurse<sup>2</sup>, baccalaureate nurse assistant to the immediate superior<sup>2</sup>, clinical nurse assistant head nurse or clinical nurse assistant to the immediate superior, as of the date on which she/he obtains the degree.

**6.02** The rules for integrating an employee reclassified under clauses 6.01 shall be those given in clause 5.03 of this appendix.

**ARTICLE 7 PROVISIONS CONCERNING THE ACADEMIC TRAINING OF CLINICAL NURSES AND NURSING COUNSELLORS**

**7.01 Clinical nurses**

An employee working in a health and social services sector establishment on May 14, 2006 who has a Bachelor's degree in science comprising at least two (2) certificates admissible under the terms of the

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<sup>1</sup> This includes only nurses working within a CLSC structure.

<sup>2</sup> This job title shall be abolished on November 20, 2006, as stipulated in the List of job titles, descriptions and salary rates and scales and the Health and Social Services network.

provisions of the 2000-2002 collective agreement, shall qualify to apply for a clinical nurse position. The same goes for an employee who pursues her/his studies to complete a third (3<sup>rd</sup>) certificate to obtain such Bachelor's degree. If the employee who pursues her/his studies has completed or is completing a second (2<sup>nd</sup>) certificate within a Bachelor of science programme, the third (3<sup>rd</sup>) certificate must be recognized as being in nursing care as provided in clause 7.03, unless she/he already has two (2) recognized certificates in nursing care.

An employee is responsible for providing a copy of the diplomas she/he has obtained in order to qualify to apply for this position, either with her/his current employer or with a future employer.

## **7.02 Nursing counsellor**

An employee working in a health and social services sector establishment on May 14, 2006 who has three (3) recognized certificates in nursing as provided in clause 7.03, shall qualify to apply for a position as a nursing counsellor.

An employee who, on May 14, 2006, is in the process of completing a third (3<sup>rd</sup>) recognized certificate in nursing care as provided in clause 7.03, shall also qualify to apply for a position as a nursing counsellor. However, a certificate in nursing care does not include a certificate in management or administration.

The employee is responsible for providing a copy of her/his diplomas in order to qualify to apply for this job, either with her/his current employer or a future employer.

## **7.03 Recognized certificates in nursing care**

For the purpose of applying this collective agreement, the recognized certificates in nursing care are those listed below.

This list comprises undergraduate level 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)
- Workplace Health and Safety (Santé et sécurité au travail)
- Drug Dependence (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 shall apply to employees whose job title requires a CEGEP diploma and who are classified under Code 2000 – Technicians, except for employees covered by Appendix D.

#### **ARTICLE 2 POST-GRADUATE TRAINING**

**2.01** The successful completion of any programme of post-graduate studies worth fifteen (15) or more units (credits) but less than thirty (30) units (credits) shall entitle an employee to advance one (1) echelon on the salary scale, providing that the programme of studies is recognized in accordance with clause 3.01 or 3.02 of this appendix.

**2.02** The successful completion of any programme of post-graduate studies worth thirty (30) units (credits) shall entitle an employee to advance two (2) echelons on the salary scale, providing that the programme of studies is recognized in accordance with clause 3.01 or 3.02 of this appendix.

**2.03** For the purpose of applying clauses 2.01 and 2.02, an employee who uses several programmes of post-graduate studies in her/his specialty shall be entitled to advance one (1) or two (2) echelons for each programme, as the case may be, up to a maximum of four (4) echelons for all programmes.

**2.04** When an employee has a bachelor's degree recognized in accordance with clause 3.01 or 3.02 of this appendix, she/he shall be entitled to advance four (4) echelons on her/his salary scale.

An employee enrolled in a programme of studies leading to a bachelor's degree shall be entitled to advance two (2) echelons on her/his salary scale once she/he has successfully completed the first thirty (30) units (credits). She/he shall be entitled to two (2) more echelons once she/he obtains the bachelor's degree.

**2.05** When an employee has a master's degree recognized in accordance with clause 3.01 or 3.02 of this appendix, she/he shall be entitled to advance six (6) echelons on her/his salary scale.

**2.06** To entitle an employee to the additional echelons on the salary scale provided for in the preceding clauses, the post-graduate training shall be related to the specialty in which the employee works.

**2.07** Subject to clause 2.03, the post-graduate training provided for in this collective agreement acquired on top of basic training may not be cumulative for the purposes of advancing in the salary scale. An employee shall only benefit from the diploma or degree entitling her/him to the most echelons.

#### **ARTICLE 3 RECOGNIZED POST-GRADUATE TRAINING**

**3.01** The list of post-graduate study programmes and their relative value recognized under the terms of the collective agreement that came into force on May 22, 2000, as well as study programmes recognized by the ministère de l'Éducation, du Loisir et du Sport, shall be 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 competent government agency.

## APPENDIX P

### REGARDING A FOUR-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, abiding by the following guidelines:

- A) For full-time employees, the regular work week shall be modified as follows:
- a) The regular work week of employees who now work thirty-two-and-one-half (32.5) hours shall henceforth be 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 shall henceforth be 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 shall henceforth be 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-eight-and-three-quarter (38.75) hours shall henceforth be thirty-four (34) or thirty-five (35) hours, divided into four (4) days of eight-and-one-half (8.5) or eight-and-three-quarter (8.75) hours per day of work.
- B) Conversion of leave days into premiums
- The maximum number of sick days that can be accumulated annually shall drop from 9.6 to 5.
  - Statutory holidays may be reduced by no fewer than 8 days and no more than 11 days.
  - Such days of leave freed up shall be converted into a premium added to the hourly rate for the job title. Depending on the number of days of leave converted, the percentage shall vary 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 shall 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 consideration 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 in psychiatry and
- annual 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 salary to be taken into consideration in calculating any benefit, indemnity or other shall be the salary provided in the new schedule, including the premium for converted days of leave, and in particular for:

- maternity leave benefits
- salary insurance benefits
- leave with deferred pay

Notwithstanding the preceding paragraph, the layoff benefits for a full-time employee shall be equal to the salary provided for her/his job title or her/his off-scale salary, as the case may be, at the time of layoff. Evening, night split-shift, seniority, responsibility and inconvenience premiums not incurred shall be excluded from the basis for calculating layoff benefits.

The waiting period for disability benefits for a full-time employee shall be 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 shall be 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 shall be that 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 shall be that provided for the job title for a five (5)-day schedule.

D) Terms of implementation

The model chosen on the basis of the provisions in paragraphs A, B and C and its duration and terms of implementation shall be the subject of an agreement between the local parties. The model selected shall only be applicable if all employees in the targeted field of implementation agree to participate. Where the activities of the service allow it, the local parties may agree to make the four (4)-day schedule available on an individual basis.

The terms of implementation to be agreed upon locally shall 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 of the parties to end the arrangement on sixty (60) days' prior 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) the way in which the hours of work freed up by implementation of the model are to be disposed.

E) Any full-time employee affected by this appendix may continue to participate in the pension plan as if she/he were full-time, in which case a full year of service and the corresponding pensionable earnings shall be credited to her/him. To this end, the local parties may agree on terms and conditions for payment of the employee's contributions to the pension plan. Failing agreement, the employee pays the full amount of contributions normally due for the leave period.

## **APPENDIX Q**

### **SPECIAL PROVISIONS FOR NURSES WORKING AT AN OUTPOST**

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#### **ARTICLE 1 SCOPE**

The provisions of this appendix apply to nurses, clinical nurses and outpost nurses<sup>1</sup> working in an outpost of the Minganie Health and Social Services Centre located east of Havre-Saint-Pierre.

#### **ARTICLE 2 ON-THE-JOB TRAINING**

An employee working in an outpost or dispensary where there is no full-time physician is entitled to, once per year, one (1) period of five (5) days of upgrading training, and such training shall be adapted to the needs of the employer. This upgrading training period shall be combined with one (1) outing, except if the training is provided within the establishment.

#### **ARTICLE 3 STAND-BY DUTY AT HOME**

The employee covered by this appendix who is on stand-by at home and provides phone consultation services or provides advice pertaining to the health condition of users, in addition to receiving the premium provided in clause 19.07, shall be remunerated in accordance with overtime provisions for the time she/he devotes to these telephone consultations. However, she/he is not entitled to recall benefits.

#### **ARTICLE 4 ECHELON ADVANCEMENT FOR OUTPOST NURSES**

The provisions of clauses 5.14 to 5.18 of Appendix G shall apply for the purpose of echelon advancement to the nurse working in an outpost.

#### **ARTICLE 5 SAFETY**

The employer shall take the necessary measures to ensure that there are at least two (2) employees per dispensary.

However, this provision does not apply if the employee resides with an adult relative or with her/his spouse or when the employee, with the consent of the employer, prefers to work alone at the dispensary.

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<sup>1</sup> This appendix shall apply to this job title starting on November 21, 2006

## APPENDIX R

### SPECIAL PROVISIONS FOR CLOSED CUSTODY, INTENSIVE SUPERVISION AND EVALUATION OF INCIDENT REPORTS

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#### ARTICLE 1 SCOPE

This appendix concerns employees assigned to the surveillance or rehabilitation of youths placed in closed custody, under the Young Offenders Act, or placed in services where intensive supervision is provided, as well as employees working as psycho-social workers and whose duties largely include the regular evaluation of incident reports in accordance with the Youth Protection Act.

Employees covered by the appendix concerning the special premium for employees of residential care facilities working in a safe environment in the 95-98 collective agreement of rehabilitation centres and who continue to carry out the same duties are covered by this appendix.

#### ARTICLE 2 PREMIUM FOR CLOSED CUSTODY, INTENSIVE SUPERVISION AND EVALUATION OF INCIDENT REPORTS

The employees receive a weekly premium of:

Rate 2006-04-01 to 2007-03-31 (\$)	Rate 2007-04-01 to 2008-03-31 (\$)	Rate 2008-04-01 to 2009-03-31 (\$)	Rate from 2009-04-01 (\$)
16.32	16.65	16.98	17.32

#### ARTICLE 3 FLOATING DAYS OFF

**3.01** A full-time employee is entitled, as of July 1<sup>st</sup> of each year and for each month worked, one half (1/2) day of paid leave, up to a maximum of five (5) days per year.

**3.02** An employee who terminates her/his assignment in a job that entitles her/him to these floating days off shall receive, for every unused day off that she/he has accumulated, the remuneration she/he would have received normally when taking the days off.

**3.03** A part-time employee is not entitled to these floating days off but shall receive a financial compensation of 2.2% at each pay period, applicable:

- to salary, premiums <sup>1</sup> and additional remuneration provided in article 5 of Appendix D;
- to the salary she/he would have received if she/he had not been on unpaid sick-leave while she/he was assigned to a position or assignment;

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<sup>1</sup> Evening, night and weekend shift premium are not taken into account.

- to the salary amount used to calculate allowances for maternity, adoption or preventive leave. However, the amount calculated during a preventive leave shall not be paid with each pay period; rather it shall be accumulated and paid concurrently with the vacation pay.

#### ARTICLE 4 INSTITUTIONS COVERED

**4.01** With regards to closed custody, these provisions apply to establishments covered under the law. The institutions concerned are:

Centre jeunesse du Bas Saint-Laurent	Unité le Quai (Rimouski) Unité l'Anse (Rimouski) Unité Le Traversier
Centre jeunesse du Saguenay-Lac-Saint-Jean	Centre Saint-Georges Centre La Chesnaie
Centre jeunesse de Québec	Le Gouvernail: Unité Banlieue Unité Dôme Unité Foyer Unité Oasis L'Escale Unité Perce-Vent
Le Centre jeunesse de la Mauricie et Centre du Québec	Pavillon Laforest (Drummondville) La Relève L'Éveil L'Odyssée Le Sentier La Clairière La Relance Pavillon Bourgeois (Trois-Rivières) Unité Le Séjour Urgence Sociale
Le Centre jeunesse Estrie	Val-du-Lac service point
Le Centre jeunesse de Montréal	Site Cité des Prairies
Batshaw Youth & Family Centres	Unité Northview
Les Centres jeunesse de l'Outaouais	Résidence Taché Maison de l'Apprenti
Centre jeunesse Abitibi-Témiscamingue	Unité Le Refuge
Centre de protection et de réadaptation de la Côte-Nord	Pavillon Richelieu: Unité Horizon Unité La Source



Centre jeunesse Gaspésie-Les Îles	Site La Rade
Les Centres jeunesse Chaudière-Appalaches	Site Campus Lévis
Centre jeunesse de Laval	Centre Notre-Dame-de-Laval Centre Cartier
Le Centre jeunesse Lanaudière	Campus Jeunesse: Unité Le Relais
Les Centres jeunesse de Laurentides	Campus d'Huberdeau Unité Le Relais
Centre jeunesse de la Montérégie	Campus Chambly Campus Valleyfield

**4.02** As concerns intensive supervision and evaluation of incident reports, these provisions apply to all rehabilitation centres for maladjusted youths, for employees covered by this appendix.

## APPENDIX S

### SPECIAL PROVISIONS FOR EMPLOYEES WORKING IN REHABILITATION CENTRES OFFERING WORK ADAPTABILITY SERVICES

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#### ARTICLE 1 SCOPE

The provisions of this collective agreement apply to employees working in rehabilitation centres offering work adaptability services, insofar as these provisions are not otherwise modified by this appendix.

#### ARTICLE 2 GENERAL PROVISIONS

It is understood that for the purpose of therapy, rehabilitation and social reintegration, the users are required, as part of a diversified programme, to perform certain work-related tasks in order to integrate these users into an adapted work centre or into the regular job market.

No employee shall be dismissed or bumped as a direct or indirect result of having users perform work that is normally carried out by employees.

#### ARTICLE 3 PARA-TECHNICAL JOBS

##### Instructor

Person who implements activity or learning programmes in specific fields, either specialized trades, handicrafts or comparable therapeutic activities or techniques, or other trades covered in this collective agreement, with the goal of promoting the development and rehabilitation of users.

She/he provides requested observations concerning the behaviour and attitude of users.

In addition to the salary provided for their job title, instructors receive the following weekly supplement (instructor premium):

Rate 2006-04-01 to 2007-03-31 (\$)	Rate 2007-04-01 to 2008-03-31 (\$)	Rate 2008-04-01 to 2009-03-31 (\$)	Rate from 2009-04-01 (\$)
62.93	64.19	65.47	66.78

## **APPENDIX T**

### **SPECIAL PROVISIONS FOR EMPLOYEES OF A RESIDENTIAL AND LONG-TERM CARE CENTRE WORKING IN A SPECIFIC UNIT**

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#### **ARTICLE 1 SCOPE**

This appendix applies to residential and long-term care centres recognized by a health and social services agency and by the ministère de la Santé et des Services sociaux as being required to provide care to users who are admitted to specific care units.

#### **ARTICLE 2 FLOATING DAYS OFF**

**2.01** A full-time employee working within a specific unit in one of the institutions listed under Article 4 is entitled, on July 1 of each year and for each month worked, to one half (1/2) day of paid holiday, up to a maximum of five (5) days per year.

**2.02** An employee who decides to terminate an assignment where she/he was entitled to these floating days off shall receive, for every unused day off she/he has accumulated, the remuneration she/he would have received normally if she/he had taken these days off.

**2.03** A part-time employee working in a specific unit is not entitled to these floating days off but shall receive a financial compensation of 2.2% at each pay period, applicable to:

- salary, premiums<sup>1</sup> and additional remuneration provided in Article 5 of Appendix D;
- to the salary she/he would have received if she/he had not been on unpaid sick-leave while she/he was assigned to a position or assignment;
- to the salary amount used to calculate allowances for maternity, adoption or preventive leave. However, the amount calculated during a preventive leave shall not be paid with each pay period; rather it shall be accumulated and paid concurrently with the vacation pay.

#### **ARTICLE 3 SPECIAL TRAINING FOR PROVIDING CARE TO USERS IN SPECIFIC UNITS**

The employer shall devote each year a budget equivalent to two (2) days of work for every full-time equivalent. Equivalence is calculated in terms of the number of employees working in one or several specific units.

#### **ARTICLE 4 INSTITUTIONS COVERED**

**4.01** The following establishments are covered by the provisions of this appendix:

NATIONAL CAPITAL (03)

- Résidence Saint-Antoine of the Vieille-Capitale Health and Social Services Centre;

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<sup>1</sup> Evening, night and weekend shift premiums are not taken into consideration.

EASTERN TOWNSHIPS (05)

- Pavillon d'Youville du Centre de santé et de services sociaux - Institut universitaire de gériatrie de Sherbrooke

MONTRÉAL (06)

- Centre d'hébergement des Seigneurs, Centre d'hébergement Yvon-Brunet, Centre d'hébergement Réal-Morel, Centre d'hébergement Louis-Riel of the Sud-Ouest-Verdun Health and Social Services Centre;
- Résidence Pierre-Joseph-Triest of the Pointe-de-l'Île Health and Social Services Centre;
- CHSLD Armand-Lavergne, Centre hospitalier Jacques-Viger of the Jeanne-Mance Health and Social Services Centre;

LAVAL (13)

- Résidence La Pinière of the Laval Health and Social Services Centre;

**4.02** If, during the course of this collective agreement, a residential and long-term care centre is recognized by a health and social services agency and by the M.S.S.S. as being required to offer care to users admitted in 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 concerned establishment, shall meet in order to include the establishment in the list provided in clause 4.01.

## APPENDIX U

### SPECIAL PROVISIONS FOR CONTRIBUTIONS TECHNICIANS AND SOCIAL AIDES

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**1.01** An employee with the title of social aide shall be remunerated according to the echelon corresponding to her/his years of experience in the same job title or in a comparable job title and, if applicable, taking into consideration any valuable experience acquired in another job, and taking into account, if applicable, the provisions of clauses 1.02 and 1.03.

Notwithstanding the preceding paragraph, employees who are currently working for the employer and those hired thereafter cannot be credited, for the purpose of integration into the salary scale, for experience acquired during the year 1983.

**1.02** The first echelon of the social aide job title corresponds to eleven (11) years of schooling. An additional echelon shall be granted for each additional year of schooling, up to a maximum of two (2) additional echelons.

**1.03** The social aide who is registered in a cegep course in Social Work Techniques recognized by the ministère de l'Éducation, du Loisir et du Sport shall be granted an additional echelon in her/his salary scale.

**1.04** A social worker who receives her/his diploma as a social assistance technician (S.A.T.) shall be integrated into the social assistance technicians' salary scale at the echelon corresponding to a salary immediately superior to the salary she/he was receiving or, if it is more advantageous for the employee, at the echelon corresponding to her/his 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 shall have her/his years of experience already recognized by the employer maintained as a vested right. Therefore, the years of experience already recognized for an employee cannot be revoked for any reason.

**1.06** If the number of echelons on the salary scale allows it, each time an employee completes one year of service in her/his job title, she/he is granted an additional echelon.

For the purpose of applying the preceding paragraph, each day of work for a part-time employee shall represent 1/225<sup>th</sup> year of experience. However, the 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 shall represent 1/224, 1/223, 1/222, 1/221 or 1/220<sup>th</sup> year of experience respectively.

However, any year or fraction of a year of service acquired, as well as days of work acquired during the year 1983 shall not be credited for the purpose of determining the date of advancement of an employee into a higher echelon.

**1.07** A social aide or a contributions technician who takes courses in social work, sociology, criminology, psychology or sex therapy, shall obtain, each time she/he successfully completes thirty (30) credits of her/his programme of studies, two (2) additional echelons in her/his job title.

## APPENDIX V

### SPECIAL PROVISIONS FOR NURSING AND CARDIO-RESPIRATORY CARE EMPLOYEES

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#### Article 1 Scope

The provisions of this appendix apply to employees in the nursing and cardio-respiratory care personnel category, excepting employees who hold one of the following job titles: nursing extern, respiratory therapy extern, candidate to the nursing profession.

#### 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 a total number of hours that is inferior to the one provided for her/his job title. However, the part-time employee holds a position with the equivalent of at least eight (8) work shifts per twenty-eight (28) day period. An employee who exceptionally performs the total number of hours provided for her/his job title shall retain her/his status as a part-time employee.

**2.02** (This clause replaces the first paragraph of clause 15.02 of the collective agreement)

An employee who has accumulated at least two (2) years of seniority and who is laid off shall benefit from priority hiring in the health and social services sector. Her/his name shall be added to the list of the Service regional de main-d'oeuvre (SRMO) and her/his reassignment shall be made in accordance with the procedure provided in this article.

**2.03** An employee protected by job security who refuses retraining without a valid reason shall be deemed to have resigned.

**2.04** An employee covered by a special measure provided 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, shall be deemed to have resigned.

**2.05** (This clause replaces the provisions concerning the notion 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 shall be considered available when, under the terms of the provisions concerning voluntary transfers, there have been no applications for the position or, among the applicants, no one meets the normal requirements of the position or, when the position should be awarded, pursuant to the provisions concerning voluntary transfers, to a part-time employee who has less seniority than an employee covered by clause 15.03 and registered on the SRMO's list.

An establishment may not hire a part-time employee with less seniority than an employee covered by clause 15.03 who is registered with the SRMO, 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 SRMO can meet the normal requirements of that position.

**2.06** The last paragraph of clause 22.18 and the last two (2) paragraphs of clause 22.29A do not apply to the employee covered in this appendix.

**2.07** This appendix shall become effective on the date agreed upon by the parties following the negotiation of provisions to be negotiated and agreed upon locally, however no later than six (6) months after the effective date of the provisions negotiated and agreed upon at the local or regional level.

## **APPENDIX W**

### **SPECIAL PROVISIONS FOR MEDICAL TECHNOLOGY EXTERNS**

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#### **ARTICLE 1 SCOPE**

The provisions of the collective agreement, excepting article 18, shall apply, providing that they are not otherwise modified by this appendix, to medical technology externs, during their employment, as provided in the regulations.

#### **ARTICLE 2 JOB TITLE**

The following job title shall be added to the List of job titles, descriptions, salary rates and scales:

##### **4003 MEDICAL TECHNOLOGY EXTERN**

Hours per week: 35

Person who, outside of her/his programme of studies in medical technology, is admissible for an externship in medical technology, in accordance with the existing regulations.

She/he performs the tasks provided in the regulations, within the limits provided and under the supervision of a medical technologist, in accordance with the norms set out in the regulations.

She/he is registered with the Ordre des technologistes médicaux du Québec.

Salary scale: Job Class 402

#### **ARTICLE 3 PROBATION PERIOD**

The medical technology extern who, after her/his externship, is re-hired or integrated in the medical technologist job title, shall undergo another probation period.

#### **ARTICLE 4 SENIORITY**

Notwithstanding the provisions of the second paragraph of clause 12.11 of the collective agreement, the employee's seniority as a medical technology extern shall be recognized and accumulated if, within six (6) months of graduating, she/he is hired, in the same establishment, as a medical technologist or graduate medical laboratory technician.

#### **ARTICLE 5 LIFE, HEALTH AND SALARY INSURAN PLAN**

The employee shall not be covered by the life, health and salary insurance plan and shall be entitled to the same benefits as a part-time employee not covered by this plan.



## **APPENDIX X**

### **SPECIAL PROVISIONS FOR NURSING AND CARDIO-RESPIRATORY CARE EXTERNS**

---

#### **ARTICLE 1 SCOPE**

The provisions of the collective agreement, excepting Article 18, shall apply, inasmuch as they are not otherwise modified by this appendix, to nursing care or cardio-respiratory care externs, during their employment, as provided in the regulations.

#### **ARTICLE 2 PROBATION PERIOD**

The nursing or cardio-respiratory care extern who, after completing her/his externship, is re-hired or integrated into one of the following job titles: candidate to the nursing profession or cardio-respiratory care therapist, shall undergo another probation period.

#### **ARTICLE 3 SENIORITY**

Notwithstanding the provisions of the second paragraph of clause 12.11 of the collective agreement, the employee's seniority as a nursing or cardio-respiratory care extern shall be recognized and accumulated if, within six (6) months of graduating, she/he is hired, in the same establishment, as a nurse or cardio-respiratory care therapist.

#### **ARTICLE 4 LIFE, HEALTH AND SALARY INSURAN PLAN**

The employee shall not be covered by the life, health and salary insurance plan and shall be entitled to the same benefits as a part-time employee not covered by this plan.

**PART III**  
**ATTACHMENTS**

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## ATTACHMENT 1

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The provisions of Article 30 (Health and Safety) shall replace the provisions of chapter IV of the Occupational Health and Safety Act, unless the local parties agree otherwise.

## ATTACHMENT 2

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Concerning assistant head educators working at the Mont Saint-Antoine facility of the Centre jeunesse de Montréal.

Assistant head educator

A) Definition:

An educator who shares the duties of the head educator and, if applicable, replaces her/him as head educator during her/his regular absences. For the purposes of this collective agreement, the head educator's regular absences shall include:

- weekly leave days;
- statutory holidays;
- annual leave (vacation);
- any sick leave not exceeding five (5) working days.

B) Availability:

She/he takes on an equitable share of the head educator's availability requirements, as needed.

C) Responsibility and availability premium:

The assistant head educator of a pavilion receives an annual premium of:

<b>Rate 2006-04-01 to 2007-03-31 (\$)</b>	<b>Rate 2007-04-01 to 2008-03-31 (\$)</b>	<b>Rate 2008-04-01 to 2009-03-31 (\$)</b>	<b>Rate from 2009-04-01 (\$)</b>
1,643.00	1,676.00	1,710.00	1,744.00

In addition to the salary she/he is normally entitled to as an educator. This premium substitutes remuneration for overtime performed for tasks provided in the clause concerning availability.

**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 SRMO**

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The parties agree to the following:

- 1- that the number of child nurses/baby nurses and nursing assistants who benefit from job security and are registered with the SRMO shall not exceed sixty-three (63);
- 2- that this ceiling shall remain in force for the duration of this collective agreement;
- 3- that no employer shall effect layoffs which could lead to the registration of child nurses/baby nurses and nursing assistants benefiting from job security on the SRMO list if the ceiling of sixty-three (63) has already been reached;
- 4- in the event that the number of child nurses/baby nurses and nursing assistants benefiting from job security and registered on the SRMO list is less than sixty-three (63), the parity committee on job security shall verify whether the new registrations increase their numbers beyond sixty-three (63).

**LETTER OF AGREEMENT NO. 2**  
**REGARDING THE LOSS OF AN ECHELON**

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A nurse who, on December 5, 1969, worked for the employer and who on the date this collective agreement comes into force is still entitled to compensation for the loss of an echelon after completing post-graduate training shall continue to be entitled to the monetary compensation described below for as long as she/he remains in the service of the said employer:

Loss of half an echelon:	\$3.00
Loss of one echelon:	\$5.00
Loss of two echelons:	\$10.00
Loss of three echelons:	\$15.00
Loss of four echelons:	\$20.00
Loss of five echelons:	\$25.00
Loss of six echelons:	\$30.00

Notwithstanding, if a nurse becomes eligible for the additional remuneration provided in Article 5 of Appendix D, the preceding clause shall cease to apply unless the said additional remuneration is less than the compensation provided by this letter, in which case she/he shall receive the difference.

## **LETTER OF AGREEMENT NO. 3**

### **REGARDING RECOGNITION OF ADDITIONAL EDUCATION IN THE FRAMEWORK OF THE MASTER'S PROGRAMME IN SOCIAL WORK 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 programme at Université Laval shall be entitled to the provisions of Article 5 of Appendix G as if she/he had successfully completed thirty (30) credits, inasmuch as the ministère de l'Éducation, du Loisir et du Sport 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 DEFICIENCY OR SUFFERING FROM MENTAL PROBLEMS**

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#### **ARTICLE 1 PURPOSE**

**1.01** This letter of agreement is concluded for the purposes of specifying the conditions applicable to employees affected by deinstitutionalization.

**1.02** It shall apply 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 shall also apply to an employee who holds 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** In the event of a total or partial closure of a residential facility created in the framework of deinstitutionalization, this agreement shall also apply to the employees if the said closure is the result of a second deinstitutionalization, as defined in this article.

**1.05** The collective agreement shall continue 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 shall be set up for each living unit and/or department, etc.

**2.02** The team shall assess needs, develop the intervention plan required for each user and, where applicable, recommend 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 in the collective agreement and shall apply to all employees who hold positions, regardless of their seniority.

**3.02** Employees shall be covered by one or another of the clauses in Article 14, excepting clause 14.22, and shall be entitled to the related provisions.

**3.03** Employees who do not have a position after the bumping procedure shall have their name registered on the replacement team.

**3.04** The provisions set out in clause 15.01 and the provisions concerning the maintenance of benefits in clause 15.03, as well as the provisions concerning the reassignment procedure within the institution of clause 15.05 shall apply to these employees.

**3.05** In such a case, the employer may offer them an updating or professional development programme for the purpose of facilitating their reassignment to a position that eventually becomes

vacant in the institution or, following agreement between the local parties, in another institution, as the case may be; in the latter case, a reassigned employee shall carry all the rights conferred by this collective agreement with her/him 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 programme necessary to perform the duties assigned to them. Should they fail to have a valid reason, they shall be deemed to be on the recall list of the institution.

**3.07** Said updating or professional development programmes shall be free of charge for the employees affected and they shall continue to receive remuneration equal to what they would have received had they been 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 shall be 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 shall be entitled to a mobility premium equal to three (3) months of salary plus the reimbursement of moving expenses as provided in the collective agreement.

To be entitled to such reimbursements, the move shall take place within a maximum of six (6) months of when the employee takes up her/his new duties.

**4.03** Any disagreement over the application of this letter of agreement shall be subject to the arbitration procedure provided in the collective agreement.

However, in the event 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 shall render a decision within five (5) days of when the grievance is filed.

The arbitrator's role with respect to Article 2 shall consist of verifying whether the consultation process provided for in this article has been carried out in a valid way. An arbitrator may not examine or consider individualized plans of services or intervention plans.

If an arbitrator deems that the consultation process was not carried out in a valid way, he/she shall order the employer to meet with the multidisciplinary team and receive the latter'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 called upon to hear a disagreement concerning Article 2:

Within forty-five (45) days of when the collective agreement comes into force, the local parties shall agree to designate one or more persons who will eventually be called upon to hear a grievance or grievances on Article 2.

Failing agreement on the choice of said 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 shall resort to the services of the first person available on the following list:

**WESTERN REGION**<sup>1</sup>

BOISVERT, Marc  
BOLDUC, Michel  
COURTEMANCHE, Louis B.  
DUBÉ, Jean-Louis  
HAMELIN, François

**EASTERN REGION**<sup>2</sup>

CÔTÉ, Gabriel M.  
MORIN, Marcel  
ROY, Léonce E.  
SEXTON, Jean  
TOUSIGNANT, Lyse

**4.04** Grievances filed with respect to the application of this letter of agreement shall be 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, Estrie, Montréal-Centre, Outaouais, Abitibi-Témiscamingue, Nord du Québec, Laval, Lanaudière, Laurentides, Montérégie, Centre du Québec, Nunavik and James-Bay Cree Territories.

<sup>2</sup> The Eastern Region includes: Bas St-Laurent, Saguenay-Lac-St-Jean, Québec, Chaudière-Appalaches, Côte-Nord, 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 in the employ of the Centre hospitalier régional de Lanaudière on January 1, 1981, who, on that date, benefited from the premium provided in clause 2.01 and from the floating days off provided in Article 4 of Appendix A shall continue to benefit from the aforementioned from that date on as long as they do not obtain another position as a result of the application of provisions concerning voluntary transfers.

2- The 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 shall be entitled to the payment of this benefit from that date on, until such time as they obtain a position as a result of the application provisions concerning voluntary transfers.

3- Employees who obtain a position permitting the application of Article 5 of Appendix A shall not be 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 in the employ of the Centre Hospitalier de Charlevoix on the date on which this collective agreement comes into force who are entitled to the weekly premium for having taken the introduction course on dealing with psychiatric users or equivalent courses as provided in Article 2 of Appendix A shall continue to be entitled to the said premium for as long as they continue to work for the institution.

Furthermore, for the benefit of interested employees who are in the employ of the institution on the date on which the collective agreement comes into force, the employer shall continue to offer introduction courses on dealing with psychiatric users, in accordance with the conditions provided in Article 2 of Appendix A.

2- Employees in the employ of the Centre Hospitalier de Charlevoix on the date on which this collective agreement comes into force who are entitled to the premium in psychiatry provided in Article 3 or Appendix A shall continue to be entitled to it for as long as they work in units other than the short-term general care units in one of the following job titles:

- Beneficiary attendant
- Educator
- Head of module
- Education Instructor
- Rehabilitation assistant
- Child nurse/baby nurse
- Special education technician

3- Employees in the employ of the Centre Hospitalier de Charlevoix before July 1, 1991, shall continue to be entitled to the provisions of Article 4 of Appendix A, for as long as they work for the institution.

## **LETTER OF AGREEMENT NO. 7**

### **REGARDING THE COMMITTEE ON THE MEDICAL TECHNOLOGY WORKFORCE**

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The national parties agree to set up a committee on the medical technology workforce.

#### **THE COMMITTEE'S MANDATE**

Taking into account the fields of professional practice, this committee's mandate shall be to:

A- Take cognizance of and examine:

- the impact on the workforce 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;
- new prospective fields of professional practice;
- the potential impact of the transformation of structures and services in the system (shift towards ambulatory care, reorganization of laboratories, medical advances, access to public services, etc.);
- all relevant information.

B- Draft and forward to the ministère de la Santé et des Services sociaux, health and social services agencies, institutions and negotiating parties, all opinions that the committee deems pertinent to express.

#### **COMMITTEE MEMBERSHIP**

The committee on the medical technology workforce shall comprise:

- five (5) members appointed by the employer;
- five (5) members appointed by the Fédération de la santé et des services sociaux - CSN (FSSS-CSN)
- members appointed by both parties for their expert knowledge.

#### **COMMITTEE OPERATION AND WORK PLAN**

The committee shall define its rules of operation and, taking into account its mandate, establish its work plan.

## **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 shall strike a committee to study training needs in institutions covered by Appendix F. The committee shall be composed of three (3) representatives of the union party on the one hand, and three (3) representatives of the employer party on the other hand..

The committee's mandate shall be to:

- 1- analyse the general level of schooling of Native people in relation to the various positions for which they could be eligible;
- 2- examine the possibility of establishing programmes specifically designed to meet the needs of Native people for basic and/or technical training that would make them eligible for positions 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.

Said recommendations shall also be submitted to the ministère de la Santé et des Services sociaux, to the ministère de l'Éducation, du Loisir et du Sport and to the educational institutions concerned.

## **LETTER OF AGREEMENT NO. 9**

### **REGARDING THE LIST OF MEDICAL ARBITRATORS PROVIDED IN ARTICLE 23 OF THE COLLECTIVE AGREEMENT**

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The parties, through the intermediary of 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 hand, may meet as needed to amend the list of medical arbitrators provided in clause 23.27-3) of the collective agreement.



**LETTER OF AGREEMENT NO. 10**

**REGARDING THE JAMES BAY CREE HEALTH AND SOCIAL SERVICES  
COUNCIL**

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Any reference to a health and social services agency in the collective agreement shall include the James Bay Cree Health and Social Services Council.

## **LETTER OF AGREEMENT NO. 11**

### **REGARDING PILOT PROJECTS**

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The purpose of this agreement is to agree on a means of enabling the negotiating parties at the national level to supervise the implementation, in institutions, of pilot projects that they decide to initiate. These pilot projects are designed to test potential changes to collective agreements agreed upon by the negotiating parties at the national level or do preliminary work on potential solutions that the negotiating parties wish to validate.

#### **I - NATIONAL SUPERVISORY PROCESS FOR PILOT PROJECTS**

For the purposes of supervising pilot projects, the negotiating parties at the national level agree to the following:

1. The negotiating parties at the national level shall negotiate and approve the subjects on which they wish to conduct pilot projects.
2. The negotiating parties at the national level shall negotiate and approve a guide for the investigation and analysis of problems in regard to the subjects chosen. The guide shall include a definition of indices and shall be sent to the local parties that they have identified.
3. The local parties shall set up joint committees whose mandate is to supervise the pilot projects and see to their implementation.
4. The joint committees created by the local parties or, in their absence, each local party shall 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 shall be agreed upon by the negotiating parties at the national level, depending on the nature of the pilot project.
5. The solutions approved in paragraph 4 shall be implemented experimentally in certain centres identified by the negotiating parties at the national level. The said solutions shall be implemented in these centres for a period agreed upon by the negotiating parties at the national level.
6. At the end of this period, the local parties shall have a period of 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 shall negotiate and approve, if appropriate, the collective agreement provisions pertaining to the subjects dealt with in the framework of the pilot projects.

#### **II - LOCAL SUPERVISORY PROCESS FOR PILOT PROJECTS**

The negotiating parties at the national level agree on this agreement for the supervision of pilot projects on subjects to be decided by them.

## **1. Creation of a joint committee**

The local parties shall set up a committee whose mandate is to supervise the pilot projects and see to their implementation.

## **2. Role of the joint committee**

The committee shall:

- be responsible for the implementation of the pilot 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 shall, among other things:

- take on as its own the process, pilot project subjects and indices agreed upon by the negotiating parties at the national level;
- determine the problems in the workplace related to the pilot project subjects and the priorities for intervention, 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, the committee members shall:

- have access to the 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 membership**

The committee shall comprise an equal number of employer and union representatives:

- the union's representatives shall be given leave in accordance with the provisions of clause 7.13 of the collective agreement;
- with the consent of both parties, the employer or the union may add outside resource people.

## **5. Operation of the committee**

Committee decisions shall be 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 shall report to the negotiating party that represents it.

The subjects 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

experimental subjects and periods of time have been reached by the negotiating parties at the national level. The union shall remain the sole spokesperson authorized to represent employees covered by the bargaining unit.

The committee meetings, required work and training agreed upon by local parties shall 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 pilot project shall be assessed by the local parties and a report shall be 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 within the framework of the Letter of agreement no. 11 regarding pilot projects, particularly on the following subjects:

- technological change
- team work
- health and safety for employees who have sustained a work-related injury

## LETTER OF AGREEMENT NO. 13

### REGARDING THE SETTLEMENT OF GRIEVANCES IN INSTITUTIONS SLATED TO BE SHUT DOWN

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#### MEDIATION-ARBITRATION PROCEDURE

1- All non-mandated grievances shall be subject to the mediation-arbitration procedure and shall be covered by the provisions set out in Article 11 of the collective agreement.

2- The parties shall 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 shut down; if the lapse of time between when this letter of agreement comes into force and the slated date of shutdown is less than four (4) months, the parties shall 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 shutdown is moved ahead and the four (4)- month period becomes inapplicable, the parties shall agree on the choice of this person within seven (7) days of when the decision to shut down is announced.

Failing agreement, a mediator-arbitrator shall be appointed by the ministère du Travail, at the request of either party.

3- The mediator-arbitrator shall strive to bring the parties to a settlement and shall make any suggestion he/she deems appropriate.

4- The mediator-arbitrator shall have the authority to conduct investigations and conciliation. He/she may hear witnesses and examine evidence submitted to him/her. With the agreement of the parties, he/she may also decide to proceed solely on the basis of a presentation of the facts.

If a settlement is reached at this stage, it shall be recorded in writing and shall be binding on the parties.

5- Before rendering his/her decision, the mediator-arbitrator shall allow the parties and their witnesses to be heard, if they so wish.

His/her written decision and reasons shall normally follow within fifteen (15) days.

6- The mediator-arbitrator shall hear the dispute on its merits before rendering a decision on a preliminary objection, unless he/she can dispose of the objection immediately.

7- The mediator-arbitrator's decision shall constitute a specific case. It shall, however, have the same effect as an arbitration award. It shall be final and enforceable.

8- The parties may also agree on any other form of mediation-arbitration.

9- The mediator-arbitrator's fees and expenses shall be shared equally by the parties.

10- When an institution covered by this letter of agreement is shut down, the health and social services agency in the affected region shall see 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 shall send the union the institution's job structure. To this end, it shall provide the following information:

- the job title
- the service
- the status, when it is a part-time position, and the number of hours provided for the position
- the work shift
- vacant or staffed position

2. In 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, before making any final decision, to meet with the union to allow the latter to propose, within no more than sixty (6) days of the transmission of the information stipulated in clause 3, any alternative, suggestion or modification that would help to achieve the objectives pursued by the institution.

3. For the purpose of allowing the union to do a full analysis of the plan, the employer shall provide the union with the following information:

- the nature of the planned transformation or reorganization;
- the reasons underlying this transformation or reorganization and the objectives pursued;
- the services (or work units) in the institution which are liable to be affected by the planned transformation or reorganization;
- the projected 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**

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The negotiating parties recognize the interdependent relationship between family and work. Therefore, they favour taking into account the balancing of family and work 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 and work responsibilities as they decide on and apply working conditions.



## **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 shall apply to an employee who was covered by the job security plan and who was reassigned between June 1, 1997 and June 29, 1998.

Such employee may not be paid less in her/his new position than the amount of her/his layoff benefits.

Moreover, the weekly salary of a part-time employee reassigned to a part-time position with fewer hours than the average number of hours used to calculate her/his layoff benefits shall continue to be determined on the basis of this average, as long as she/he is not voluntarily transferred.

Such a part-time employee shall be assigned for up to the same number of hours as the difference between the average number of hours used to calculate her/his layoff benefits and the hours of the position to which she/he has been reassigned. She/he may be assigned to complete a work shift even if she/he has only a fraction of the shift left 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 she/he has been reassigned.

For the purpose of the preceding paragraph only, she/he shall be deemed to be registered on the replacement team. She/he 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 hold positions in the employ of the Centre Hospitalier du Centre de la Mauricie or the Complexe Hospitalier de la Sagamie on May 1, 2000 shall be entitled to the premium provided in clause 2.01 and the floating days off provided in Article 4 of Appendix A for as long as they do not obtain another position as a result of the application of provisions concerning voluntary transfers.
- 2- Employees belonging to a union covered by this letter of agreement registered on the recall list on May 1, 2000 shall be entitled to 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 concerning voluntary transfers.
- 3- Employees belonging to a union covered by this letter of agreement who have or who obtain a position causing the application of Article 5 or 6 of Appendix A are not covered by the preceding paragraphs.

## 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 hold positions in the employ of the Centre Hospitalier et Centre de Réadaptation Antoine-Labelle on May 1, 2000 who are entitled to the premium provided in clause 2.01 and the floating days provided in Article 4 of Appendix A shall continue to be entitled to them for as long as they do not obtain another position as a result of the application of provisions concerning 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 are entitled to the monetary compensation provided in clause 4.03 and/or the premium provided in clause 2.01 of Appendix A shall continue to be entitled to them until they obtain a position as a result of the application of voluntary transfer provisions.

3- Employees belonging to the union covered by this letter of agreement who obtain a position causing the application of Article 5 of Appendix A shall not be covered by the above paragraphs.

Employees working for the Centre Hospitalier et Centre de Réadaptation Antoine-Labelle on May 1, 2000 who are entitled to the premium in psychiatry provided for in Article 5 of Appendix A shall continue to be entitled to it for as long as they work in the units other than the general short-term care unit in one of the following job titles:

- Integration officer
- Educator
- Nursing assistant
- Education instructor
- Rehabilitation assistant
- Beneficiary attendant
- Head of a living and/or rehabilitation unit
- Recreation technician
- Special education technician

## LETTER OF AGREEMENT NO. 19

### REGARDING CERTAIN EMPLOYEES OF THE CENTRE DE RÉADAPTATION LE CLAIRE FONTAINE

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#### THE PARTIES HERETO AGREE TO THE FOLLOWING:

1. Employees working at the Centre Psychiatrique de Roberval before September 14, 1990 who benefited on October 22, 1992 from the weekly premium for having followed introductory courses in dealing with psychiatric users or equivalent courses as provided in Article 3 of appendix A of the 1990-1991 collective agreement of the Centres Hospitaliers Publics, shall continue to be entitled to this premium for as long as they continue to work for the institution.

Furthermore, for the benefit of interested employees who were in the employ of the institution before September 14, 1990, the employer shall continue to offer introduction courses on dealing with psychiatric users, in accordance with the conditions provided in Article 3 of Appendix A of the 1990-91 collective agreement of the Centres Hospitaliers Publics.

2- Employees in the employ of the Centre Psychiatrique de Roberval before September 14, 1990 who were entitled before October 22, 1992 to the premium in psychiatry provided in Appendix A of the 1990-91 collective agreement of the Centres Hospitaliers Publics, shall 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 in the employ of the Centre Psychiatrique de Roberval before September 14, 1990 shall continue to benefit from the provisions of Article 6 of Appendix A of the 1990-91 collective agreement of the Centres Hospitaliers Publics for as long as they continue to work for the institution.

## LETTER OF AGREEMENT NO. 20

### REGARDING CERTAIN EMPLOYEES OF THE C.S.D.I. MAURICIE/CENTRE DU QUÉBEC AND THE C.R.D.I. CHAUDIÈRE APPALACHES

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#### THE PARTIES HERETO AGREE TO THE FOLLOWING:

1. Employees working at Hôpital St-Julien before May 1, 2000 who were transferred to C.S.D.I. Mauricie Centre-du-Québec or to C.R.D.I. Chaudière-Appalaches who are entitled to the weekly premium for having followed introductory courses in dealing with psychiatric users or equivalent courses as provided in Article 3 of appendix A of the 2000-2003 collective agreement of the Centres Hospitaliers Publics, shall continue to be entitled to this premium for as long as they continue to work for the institution.

Furthermore, for the benefit of interested employees who were in the employ of the institution before May 1, 2000, the employer shall continue to offer introduction courses on dealing with psychiatric users, in accordance with the conditions provided in Article 3 of Appendix A of the 2000-2003 collective agreement of the Centres Hospitaliers Publics.

2. Employees working at Hôpital St-Julien before May 1, 2000 who were transferred to C.S.D.I. Mauricie Centre-du-Québec or to C.R.D.I. Chaudière-Appalaches who are entitled to the psychiatry premium provided in Article 5 of Appendix A of the 2000-2003 collective agreement of the Centres Hospitaliers Publics shall continue to receive the premium as they as they continue to work in the institution in job titles whose functions are directly related to the rehabilitation, care and supervision of users.

3. Employees working at Hôpital St-Julien before May 1, 2000 who were transferred to C.S.D.I. Mauricie Centre-du-Québec or to C.R.D.I. Chaudière-Appalaches shall continue to benefit from the provisions of Article 6 of Appendix A of the 2000-2003 collective agreement of the Centres Hospitaliers Publics as long as they continue to work in the institution.

4. Employees working at Hôpital St-Julien before May 1, 2000 who were transferred to C.S.D.I. Mauricie Centre-du-Québec or to C.R.D.I. Chaudière-Appalaches benefit from the provisions of clauses 1 to 3 of this letter of agreement.

## LETTER OF AGREEMENT NO. 21

### REGARDING CONDITIONS FOR NURSES OR CLINICAL NURSES WORKING IN OUTPOSTS OR DISPENSARIES

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This letter of agreement shall apply to employees covered by Appendices D and N.

For the purpose of applying this letter of agreement, an outpost or dispensary is an isolated or remote point of service where the nurse or clinical nurse is called upon to perform medical acts and interventions that are generally reserved to physicians in other work settings.

The nurse or clinical nurse covered by the preceding paragraph shall receive, in addition to her basic salary, the following weekly supplement:

<b>Rate 2006-04-01 to 2006-11-20 (\$)</b>
151.00

The part-time employee shall receive this supplement in proportion to the number of hours worked.

Notwithstanding the provisions of clause 5.03 of Appendix D, the nurse shall benefit, during her assignment in a dispensary, from echelon advancement or additional remuneration for post-graduate training, as long as such training is recognized.

This letter of agreement shall cease to apply on November 21, 2006.

## LETTER OF AGREEMENT NO. 22

### REGARDING THE CERTIFICATION OF PART-TIME EMPLOYEES COVERED BY APPENDIX V

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This letter of agreement shall apply on the date agreed upon by the local parties for the certification of employees in accordance with the definition provided in clause 2.01 of Appendix V, however no later than six (6) months following the effective date of the provisions negotiated and agreed upon at the local or regional level.

The employer shall determine the number of part-time employees required.

An employee who refuses to apply for a position shall be deemed to have resigned.

An employee who has applied for one or several positions in an establishment but who has not obtained a position at the end of the staffing process shall be laid off and registered with the Service regional de main-d'oeuvre (SRMO), and she/he shall be covered by the provisions concerning priority hiring.

However, in a case where an employee has not been awarded a position at the end of the staffing process, but there remain available positions for which she/he would meet the normal requirements, she/he shall be deemed to have applied for such positions. If she/he refuses such a position, she/he shall be deemed to have resigned.

#### **Special provisions**

Upon integrating one of the activities covered by Article 330 of the Health and Social Services Act (S.R.Q., chapter S-4.2) or in case of a merger between establishments covered by Article 323 of this Act, the establishment integrating the activity or the new establishment resulting from the merger shall be covered by the provisions of this letter of agreement.

The same applies when a private establishment under agreement acquires another private establishment and integrates the activities of that establishment into its own or merges with the other establishment.

## LETTER OF AGREEMENT NO. 23

### REGARDING EMPLOYEES WHO HAVE TAKEN THE INTRODUCTORY COURSE ON DEALING WITH CHRONIC BENEFICIARIES

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An employee who, on May 14, 2006 is entitled to the weekly premium for having taken the introductory course in dealing with chronic beneficiaries shall continue to receive this premium as long as she/he continues to hold the same position with the same employer.

The amount of the premium shall be as follows:

<b>Rate 2006-04-01 to 2007-03-31 (\$)</b>	<b>Rate 2007-04-01 to 2008-03-31 (\$)</b>	<b>Rate 2008-04-01 to 2009-03-31 (\$)</b>	<b>Rate from 2009-04-01 (\$)</b>
7.91	8.07	8.23	8.39



## LETTER OF AGREEMENT NO. 24

### **SPECIAL PROVISIONS 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 shall apply to employees who, on May 14, 2006, are in the employ of the Agence de la santé et des services sociaux de la Capitale-Nationale or the Agence de la santé et des services sociaux de la Mauricie et du Centre-du-Québec.

The employer shall grant, no more than once per year, a one (1)-day leave with pay for moving. However, the employee shall advise the employer at least one (1) month in advance, except in the case of a fortuitous event, in which case she/he shall advise the employer as early as possible.

## **LETTER OF AGREEMENT NO. 25**

### **SPECIAL PROVISIONS FOR FAMILY AND SOCIAL AUXILIARIES**

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Social and family auxiliaries formerly in the employ of the Société de Service social aux Familles who are now working for the Centres jeunesse de Montréal and who were granted equivalence by the employer and the ministère de la Santé et des Services sociaux for a special training programme that they followed as opposed to the four hundred and eighty (480)-hour course provided by the ministère de l'Éducation, shall continue to benefit from this recognition of equivalence for the term of this collective agreement (if they continue to work for the Centres jeunesse de Montréal).

**LETTER OF AGREEMENT NO. 26**

**REGARDING THE REMUNERATION OF EMPLOYEES IN THE LAWYER JOB TITLE**

1. The following salary scale shall replace the scale provided in the List of job titles, descriptions and salary rates and scales.

Salary scale

Job class: 119

Class	Echelon	Rate 2002-04-01 to 2003-03-31 (\$)	Rate 2003-04-01 to 2006-03-31 (\$)	Rate 2006-04-01 to 2007-03-31 (\$)	Rate 2007-04-01 to 2008-03-31 (\$)	Rate 2008-04-01 to 2009-03-31 (\$)	Rate from 2009-04-01 (\$)
		01	01	21.90	22.34	22.79	23.24
	02	22.82	23.28	23.75	24.22	24.71	25.20
	03	23.79	24.26	24.75	25.24	25.75	26.26
	04	24.79	25.28	25.79	26.30	26.83	27.37
	05	25.83	26.35	26.87	27.41	27.96	28.52
	06	26.92	27.46	28.01	28.57	29.14	29.72
	07	28.05	28.61	29.18	29.77	30.36	30.97
	08	29.23	29.82	30.41	31.02	31.64	32.28
	09	30.46	31.07	31.69	32.33	32.97	33.63
	10	31.75	32.38	33.03	33.69	34.36	35.05
	11	33.08	33.74	34.42	35.11	35.81	36.53
	12	34.48	35.17	35.87	36.59	37.32	38.06
	13	35.93	36.65	37.38	38.13	38.89	39.67
	14	37.44	38.19	38.95	39.73	40.53	41.34
	15	39.02	39.80	40.59	41.40	42.23	43.08
	16	40.66	41.47	42.30	43.15	44.01	44.89
	17	42.37	43.22	44.08	44.96	45.86	46.78
	18	44.15	45.04	45.94	46.86	47.79	48.75
	19	46.01	46.93	47.87	48.83	49.81	50.80
	20	47.95	48.91	49.89	50.89	51.90	52.94
	21	49.97	50.97	51.99	53.03	54.09	55.17

2. Notwithstanding the provisions of Article 19 of the collective agreement, no additional remuneration or compensation in the form of paid leave shall be given to an employee for any work or travel done outside of regular work hours, up to the number of hours provided in Article 52 of the Labour Standards Act.

3. The employee shall receive a lump sum equal to 3.25% of her/his salary for hours paid in the lawyer job title during the period from July 1, 1998 to March 31, 2002.

For the purpose of applying the preceding paragraph, the remunerated hours shall comprise hours worked as well as hours for which the employee has received maternity leave benefits, parental rights compensation, layoff benefits and salary insurance benefits, including benefits paid by the CSST and/or the SAAQ, as well as those paid by the employer in the case of a work accident, if applicable. If the

employee is remunerated on the basis of a percentage of her/his salary, the lump sum shall be calculated according to the same percentage.

4. An employee working in the establishment on March 31, 2002 shall be integrated into the applicable salary scale on April 1, 2002, at the echelon corresponding to the one she/he had in the salary scale that was effective on March 31, 2002.

5. The payment of the salary for the salary scale provided in this letter of agreement shall start no later than July 1, 2006.

6. Subject to clause 7 of this letter of agreement, the retroactive amounts arising from the application of clauses 1 and 3 shall be payable at the latest on July 15, 2006.

7. An employee whose employment ended between July 1, 1998 and the payment of such retroactive amounts must apply for the payment of owed salary within four (4) months of receiving the list mentioned in clause 8. If the employee is deceased, the application may be filed by her/his beneficiaries.

8. On August 14, 2006 at the latest, the employer shall provide the union with a list of all employees who have left their job since July 1, 1998, including their last known address.

## LETTER OF AGREEMENT NO. 27

### REGARDING THE ANNUAL VACATION FOR YOUTH CENTRE EMPLOYEES

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The parties agree that employees working in the establishment on April 1, 2006 whose reference period for accumulating annual leave days is amended to start on May 1, 2006 and end on April 30, 2007 and who have accumulated service between April 1, 2006 and April 30, 2006, shall be entitled to the following additional quantum in the calculation of their annual leave for the 2006-2007 period of reference:

Less than 17 years of service on April 30, 2006:	1.667 additional day
17 and 18 years of service on April 30, 2006:	1.750 additional day
19 and 20 years of service on April 30, 2006:	1.833 additional day
21 and 22 years of service on April 30, 2006:	1.917 additional day
23 and 24 years of service on April 30, 2006:	2.000 additional day
25 years of service and above on April 30, 2006:	2.083 additional day

