

**AGREEMENT REGARDING IMPLEMENTATION OF AN  
EXTRAORDINARY MEASURE FOR CERTAIN PROFESSIONAL AND  
TECHNICAL EMPLOYEES OF THE DIRECTION DE LA PROTECTION  
DE LA JEUNESSE WORKING DURING CRITICAL PERIODS**

**BETWEEN**

**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)**

**OCTOBER 2024**

- WHEREAS** the Direction de la protection de la jeunesse (DPJ) must fulfil its mandate and mission under the Youth Protection Act, the Youth Criminal Justice Act and the Act respecting health services and social services;
- WHEREAS** for several years the DPJ has been experiencing difficulty in attracting and retaining employees;
- WHEREAS** the Parties wish to implement an extraordinary measure for certain professional and technical employees of the DPJ working during critical periods;

**THE PARTIES AGREE AS FOLLOWS:**

The Preamble is an integral part of this Agreement.

1. During a critical period, as defined in Article 6, an employee who works a full overtime shift in the evening or on the weekend<sup>1</sup> in a service specified in Article 6 will receive, in accordance with the conditions stipulated in Article 3, a lump sum of:
  - (a) \$170 per shift for professional employees;
  - (b) \$140 per shift for technical employees.

Furthermore, also during a critical period as defined in Article 6, an employee who works between half an overtime shift and a full overtime shift in the evening, from Monday to Thursday, in a service specified in Article 6 will receive, in accordance with the conditions stipulated in Article 3, between 50% and 100% of the lump sum provided for in paragraph (a) or (b) of this Article, prorated to the hours worked, as the case may be.

2. The following job titles are covered by this Agreement:
  - (a) Human relations officer (1553)
  - (b) Social worker (1550)
  - (c) Criminologist (1544)
  - (d) Psychologist (1546)
  - (e) Sexologist (1572)
  - (f) Educator (2691)
  - (g) Psycho-educator (1652)
  - (h) Social aide (2588)
  - (i) Social work technician (2586)
  - (j) Specialized education technician (2686)
3. To be entitled to the lump sum provided for in Article 1 of this Agreement, the employee must meet the following conditions:
  - (a) have actually worked the number of hours for their job title stipulated in the List of job titles, job descriptions and salary rates and scales in the health and social services network;

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<sup>1</sup> The weekend extends from the start of the evening shift on Friday and the end of the night shift on Monday.

(b) have kept to their work schedule during the seven (7) days before and seven (7) days after the overtime shift. The following absences will not cause the employee to be deemed to have failed to keep to their work schedule:

- i. scheduled annual leave;
- ii. statutory holidays, excluding compensatory leave;
- iii. leave for union work;
- iv. conversion of the evening or night shift premium;
- v. scheduled time off under work-time arrangements or special agreements;
- vi. floating days off;
- vii. parental leave, including pregnancy-related medical appointments;
- viii. special leave provided by the collective agreement.

4. The lump sum provided for in Article 1 of this Agreement does not apply to employees who are already receiving double overtime on the weekend pursuant to clause 19.03 of the national provisions of the collective agreement.
5. The lump sum provided for in Article 1 of this Agreement applies above and beyond the overtime provided for in Article 19 of the national provisions of the collective agreement and is not contributory for pension plan purposes.
6. For the purposes of this Agreement and solely for its purposes, the term “critical period” means:
  - (a) For the “Receiving and processing reports” service(s), a period during which more than 25% of reports have not been processed within a 10-calendar-day period;
  - (b) For the “Intake, evaluation and referral” service(s) (5200), a period during which the ratio of the number of pending cases to the number of cases that the professionals in the service(s) concerned should actually be able to process in a week (i.e. “real capacity”) is greater than or equal to 6;
  - (c) For the “Enforcement of measures” service(s) (5400), a period during which the average case-handling waiting time is 15 days or more per financial period.

Critical periods are determined by the institution on Monday of each week, on the basis of the available data.

A determination that a service is in a critical period will be valid for a period of three months.

Employees holding one of the job titles listed in Article 2 of this Agreement, as well as those who agree to be temporarily assigned to one of these job titles, are entitled to the lump-sum payment provided for in Article 1 of this Agreement, provided they meet the other conditions stipulated in this Agreement. The hours covered by this Agreement must be worked at the employer’s request.

The institution will inform the local union and the employees concerned of the determination that one or more services are or are not in a critical period for the purposes of this Agreement, and will provide them with the relevant data.

7. This Agreement comes into force on the date of signature and expires on March 30, 2028.

IN WITNESS WHEREOF the Parties have signed on this 7th day of October 2024.

THE FÉDÉRATION DE LA SANTÉ ET  
DES SERVICES SOCIAUX – CSN  
(FSSS- CSN)

THE COMITÉ PATRONAL DE  
NÉGOCIATION DU SECTEUR DE LA  
SANTÉ ET DES SERVICES SOCIAUX  
(CPNSSS)

*Carole Duperré*

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Carole Duperré  
Vice-President for the Public Sector

*Louis Bourcier*

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Louis Bourcier  
Director General

*Isabelle Audet*

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Isabelle Audet  
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*Frédéric Massé*

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Frédéric Massé  
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