NEGOTIATED BY US, **FOR US.**

Collective Agreement

1

July 2016 • March 2020

Nurse | Licensed practical nurse | Respiratory therapist | Clinical perfusionist

fiqsante.qc.ca








Note: This version of the collective agreement includes the agreements on the modifications of the provincial provisions between the FIQ and the CPNSSS in January, April and May, 2017

NEGOTIATED BY US, **FOR US.**

GAINS WE CAN BE PROUD OF!

These negotiations began with us submitting a project that was based on a vast consultation with healthcare professionals. We quickly found ourselves having to renew our working conditions in a context in which the government had won over public opinion with its rhetoric focused on budget austerity, the zero deficit and the need to negotiate zero cost collective agreements with all State employees.

This consultation, which was strategically supported by a mobilization plan, resulted in four main priorities: the reduction of workload, the reduction of job insecurity, the improvement of working conditions and the recognition and enhancement of training and education. A fifth priority was eventually added to our negotiation plan following the passing of Bill 10 by the government of Québec: we now also had to work to reduce the impacts of this Bill on our working conditions as much as possible. As the result of joint efforts, this collective agreement carefully considers the reality of nurses, licensed practical nurses, respiratory therapists and clinical perfusionists. Its mission has two parts: improving the working conditions of healthcare professionals and guaranteeing safe and quality care for the population.

After 14 months of hard work, without ever resorting to heavy pressure tactics, we finally reached a tentative agreement that was in line with our aspirations. The determination of all the members of our vast organization, which is 100% healthcare professionals, is what allowed us to achieve the goals we had given ourselves for each of our main priorities. Not only were we able to improve our working conditions, but we were also able to force the government into backing off from some of its recuperation demands.

This new negotiated collective agreement is a testament to the professional diversity that shapes our organization, as well as the significant gains that were made for each professional group as they pertain to our priorities. For example, we made significant strides in addressing the stability of care teams and countering job insecurity by obtaining provincial targets for full-time positions, which is an issue that particularly affects licensed practical nurses. Furthermore, the added requirement of evaluating workforce planning and the conversion of hours before reviewing the job structure will allow us to concretely act upon the use of independent labour and overtime.

The purpose of negotiating is to improve our working conditions, but it can also be used to provide us with new ways of allowing healthcare professionals to have greater job satisfaction by obtaining better conditions of practice. Pilot projects on healthcare professional-to-patient ratios are a good example of this! They will allow us to clearly show that ratios have a direct impact on the workload for healthcare professionals as well as on the safety of care offered to the population.

You will also be able to reap the benefits of other gains we obtained, such as the new critical care premium, the shift overlap period granted to licensed practical nurses working in a CHSLD, or the CHSLD premium for all healthcare professionals, including respiratory therapists. Additionally, changes in ranking will allow for better pay for the majority of healthcare professionals. Measures have also been put in place in order to discuss the role of specialty nurse practitioners and their place in the distribution of health care.

Our determination as healthcare professionals to obtain better conditions of practice that will allow us to offer safe and quality care to patients, combined with our leitmotiv "That's enough – Caring for patients comes first", truly reached out to the population, who agreed with our slogan and offered us their unconditional support.

You now hold in your hands our new collective agreement, in effect for the next five years. We urge you to read through it and to check with your union representatives if any information you receive differs from this text. The rights we have acquired thanks to mobilization and past battles are important and must be respected individually as well as collectively. We must come together to find ways to make sure they are respected.

We offer special thanks to all the healthcare professionals of the FIQ, the members of the FIQ Executive Committee, the FIQ union representatives in all your institutions, the members of the Negotiating Committee, as well as the Federation's staff, who supported this project throughout all its steps and who made sure that all went as smoothly as possible during this important time for an organization like ours.

In the end, the mobilization and solidarity of all the healthcare professionals of the FIQ were stronger than the Québec government's rhetoric of austerity and its desire to renew our collective agreement at zero cost. We should be proud of what we were able to accomplish!

Régine Laurent
President

Nancy Bédard
Vice-President

Daniel Gilbert
Vice-President

OUR MAJOR GAINS

Here is a summary of the main gains from our negotiations. At the end of this document, you will find a complete index of all the subjects addressed in the agreement in order to make consulting the collective agreement easier. For any questions regarding your rights or your working conditions, do not hesitate to consult it in order to locate the related clause. In case of doubt, the members of your local union team are there to answer your questions and support you, if necessary, in your efforts to make sure your working conditions are respected.

- **Healthcare professional-to-patient ratios**

  For the first time, the notion of healthcare professional-to-patient ratios will be part of the mandate of the provincial joint Committee on Task and Organization of Work. They will study the pertinence and the feasibility of the healthcare professional-to-patient ratios by setting up pilot projects. This will concretely demonstrate that the healthcare professional-to-patient ratios have a direct impact on the workload and the safety of the care.

- **Upgrading in the number of full-time positions**

  Introduction of a provincial target which will increase the number of full-time positions to 62% for the nurse job titles group, 50% for the licensed practical nurse job titles group and 54% for the respiratory therapist job titles group. This percentage by group of job titles guarantees a minimum upgrade for all the healthcare professionals. This progress will improve the stability of the work teams and reduce job insecurity for the healthcare professionals, as well as reduce the use of overtime and independent labour.

- **Deployment of the reserved activities set out in Bill 90**

  In order to make the deployment of the reserved activities set out in Bill 90 possible, it was agreed that the nurses with a college diploma will receive training on the assessment of the physical and mental condition of the user. This paid updating, or professional improvement, is connected to the change in ranking as part of the settlement of the complaints filed during the pay equity audit of 2010 and will be certified by the OIIQ as part of continuing education.

- **Critical care premium and enhanced critical care premium**

  The list of critical care is now broader to include a new centre of activities, the ÉVAQ (Québec aeromedical evacuation service). No availability requirement will be imposed in order to receive these premiums except for the enhanced premium. The status quo is maintained for the employees currently working in the centres of activities identified in the 2011-2015 collective agreement.

- **Specific critical care premium and enhanced specific critical care premium**

  A new premium has been created for the employees working in the following centres of activities: operating room (including the recovery room), obstetrics unit and hemodynamics. No availability requirement will be imposed in order to receive these premiums except for the enhanced premium. The new premium varies between 6% and 9% and the clinical perfusionists are covered by this premium.

- **Shift overlap**

  Henceforth, the licensed practical nurses group working in a residential and long-term care centre (CHSLD) will receive an additional remuneration of 15 minutes per shift. This recognition of time worked will apply to both those working part time and full time. The workweek for these employees will go from 36.25 hours to 37.50 hours, because of the responsibility for ensuring the clinical report between shifts. This is equivalent to an increase in salary of 3.45%.

- **Premium for employees working with clientele in a residential and long-term care centre**

  The employees working with beneficiaries in a CHSLD, including the respiratory therapists, will receive a lump sum amount of $180 after every segment of 750 hours actually worked. This measure is retroactive to April 1, 2015.

- **Premium for the employees working with clientele presenting severe behaviour disorders (SBD)**

  The employees working with SBD clientele will receive a lump sum amount varying from $195 to $360 depending on their job title after every segment of 500 hours actually worked. This measure is retroactive to April 1, 2015.

- **Provincial committee on the former *CSSS Haute-Côte-Nord–Manicouagan***

  A provincial committee will be set up to analyze the problems with attraction and retention of employees working in the territory covered by the former *CSSS Haute-Côte-Nord–Manicouagan* institution. Recommendations will be made to the *ministère de la Santé et des Services sociaux* and the union party can point out to the government the problems with attraction and retention in this region where there is significant use of independent labour.

- **Provincial Labour Relations Committee**

  A provincial labour relations committee will be created and will be composed of six (6) people, three (3) from the employer party and three (3) from the union party. There was no formal structure at the provincial level before the signature of this agreement to discuss the problems that arise during the collective agreement.

- **Specialty nurse practitioner**

  It has been agreed that the provincial Committee on Task and Organization of Work will document the problems with attraction and retention of the specialty nurse practitioners, the issues regarding their training as well as their working conditions.

- **Recognition of the bachelor's degree**

  On the date that the provincial provisions of the collective agreement go into effect, the nurse with a Bachelor's in Nursing will be reclassified as a nurse clinician providing that she agrees to perform the duties of a nurse clinician. This same exercise will also be performed on April 1, 2019.

- **Candidate for admission to the practice of the licensed practical nurse profession (CPLPNP)**

  A new job title has been created for the employee who has successfully passed the OIIAQ examinations with a view to obtaining her licence to practise and who awaits the said licence. The working and salary conditions are specified, including a salary retroactive to the date of her examinations or her effective date of employment.

- **Psychiatry premium and premiums expressed in dollars**

  These premiums will be increased by the same percentage as the salaries, including an additional 2% on April 2, 2019.

- **Regional disparities**

  The annual remote and isolation premiums have been increased by the same percentage as the salaries, in addition to an additional 2% on April 2, 2019. Furthermore, the localities of Nemaska (Nemiscau), Kuujjuaq, Kuujjuarapik and Poste-de-la-Baleine (Whapmagoostui) go from Sector III to Sector IV. A working committee will also be created to examine the problem linked to trips out related to Sectors III, IV or V, which can be a taxable benefit.

- **Revision of certain measures on job security**

  The provisions of the articles affecting the special measures and job security (Articles 14 and 15) have been updated in order to guarantee job security for the healthcare professionals and to establish clear guidelines on their mobility. Thus, the notion of a replacement zone has been introduced in the collective agreement. In addition, a mobility premium as well as moving expenses have been established when the transfer, bumping or reassignment is outside of a 50 km radius from the residence or the home base, and that a maximum limit on these movements has been set at 70 km from the residence or the home base.

- **Better salary guaranteed**

  Following the deployment of Bill 90, the FIQ convinced the *Conseil du trésor* (Treasury Board) of the value of several jobs: nurse, nurse team leader, assistant-head-nurse, licensed practical nurse, licensed practical nurse team leader, respiratory therapy technical coordinator, clinical instructor and assistant-head respiratory therapist. The employees covered by these changes will have a change in ranking as of April 2, 2018. This agreement guarantees a better ranking, and thus a better salary, for almost all the healthcare professionals. It resulted in the withdrawal of the complaints related to the 2010 pay equity audit as part of the pay equity file, and it also settled the 2015 pay equity maintenance.

- **Maximum number of years of service for the purpose of calculating the pension**

  The maximum number of credited years of service that can serve in calculating the pension will be gradually increased to 40 on December 31, 2018. These years guarantee the same benefits as those that preceded them. An employee can still retire with 35 years of service without any actuarial reduction.

- **Transitional measures on the eligibility for a pension without reduction**

  A new criterion of eligibility for a pension without reduction will be added, that of age and years of service which must total 90, if the participant is at least 60 years of age even if the eligible age for a pension without reduction goes from age 60 to age 61 on July 1, 2019.

- **Adjustment of the supplemental allowance paid during a maternity leave**

  The formula of 93% will be replaced by a new formula which will determine the supplemental allowance to be paid during a maternity leave. Therefore, the employee will be paid the fair benefit that she is entitled to considering the different exemptions she has for the contributions to the pension plan, the Québec Parental Insurance Plan and to the employment insurance plan. This formula will be reviewed by a committee before the end of the collective agreement.

- **New salary structure**

  As of April 2, 2019, a new salary structure will go into effect and will replace all the salary scales. Henceforth, there will be only one salary scale per ranking. The tops of the salary scales will be increased by 2.3% compared to the current salary scales. No employee will experience a reduction in salary at the time of integration into this new structure, because the rule of equal or immediately greater salary will be applied.

COLLECTIVE AGREEMENT

BETWEEN

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

AND

THE *FÉDÉRATION INTERPROFESSIONNELLE DE LA SANTÉ DU QUÉBEC-FIQ*

July 10, 2016

March 31, 2020

TABLE OF CONTENTS

PART I – ARTICLES

ARTICLE 1

DEFINITION OF TERMS AND PURPOSE

I- DEFINITION OF TERMS

1.01 **Employee**

A person included in the certification unit who works for the Employer for pay.

This term also refers to the union representatives on union leave under Article 6 of this collective agreement.

1.02 **Full-time employee**

A "full-time employee" is an employee who works the number of hours stipulated in her job title.

1.03 **Part-time employee**

A "part-time employee" is an employee who works less than the number of hours stipulated in her job title. However, a part-time employee, with the exception of the nursing or the respiratory therapy extern and the candidate for admission to the practice of the nursing or licensed practical nurse profession, holds a position composed of at least eight (8) shifts per twenty-eight (28) days. A part-time employee who occasionally works the number of hours stipulated in her job title maintains her part-time status.

The parties may agree by local arrangement that, at her request, an employee on the availability list who has a full-time assignment with an expected length of six (6) months or more is considered a full-time employee during this period.

1.04 **Probation period**

Designates the period to which all newly-hired employees are subject. The employee is entitled to all the benefits of this collective agreement during this period. In the case of dismissal during this period, the employee is not entitled to the grievance procedure. An employee acquires seniority after her probation period has been completed according to the conditions stipulated in Article 12.

The conditions and the length of this probation period are negotiated and agreed upon at the local level.

1.05 **Basic salary**

The remuneration to which an employee is entitled according to her echelon in the salary scale for her job title, as it appears in this collective agreement and its appendices.

1.06 **Salary, regular salary**

The basic salary to which is added, when applicable, premiums, pay supplements and the additional remuneration stipulated in Article 2 of Appendix 3 and in Appendix 11.

1.07 **Total salary**

The total remuneration paid to an employee under this collective agreement.

1.08 **Day**

Unless otherwise stipulated in this collective agreement, the term "day" refers to a calendar day.

1.09 **Promotion**

The transfer of an employee to a position with a different job title and a higher salary.

1.10 **Transfer**

The transfer of an employee to a position with the same salary.

1.11 **Demotion**

The transfer of an employee to a position with a different job title and a lower salary.

1.12 **Accounting period**

The period determined for budgetary purposes by the *ministère de la Santé et des Services sociaux.*

1.13 **"Spouse"**

People:

a) who are married and live together;

b) who form a civil union and live together;

c) who are of the same or the opposite sex, and who live as a couple, and are the father and mother of the same child;

d) who are of the same or the opposite sex, and have been living as a couple for at least one year.

"Dependent child"

The child of an employee, her spouse or both, who is neither married nor in a civil union, who is a resident or domiciled in Canada, who depends on the employee for her support and who meets one of the following conditions:

- is under age eighteen (18);
- is twenty-five (25) years old or less, and is a duly registered full-time student in a recognized teaching institution;
- regardless of age, if they became totally disabled while they met one or the other of the preceding conditions and has remained continually disabled since that date.

1.14 **Positions**

The notion of position negotiated and agreed upon at the local level includes, among other things, a range of duties performed by an employee on a permanent basis.

1.15 **Centre of activities**

When the notion of centre of activities is used, its definition is the one negotiated and agreed upon at the local level.

1.16 **Position temporarily without an incumbent**

When the notion of position temporarily without an incumbent is used, its definition is the one negotiated and agreed upon at the local level.

1.17 **Availability list**

When the notion of availability list is used, its definition is the one negotiated and agreed upon at the local level.

1.18 **Interpretation**

The feminine gender includes the masculine gender, unless the context indicates otherwise.

1.19 Only the French version of this collective agreement is considered to be the official text. However, the collective agreement is translated into English.

1.20 The employee practises under her own family name or may continue, if such is the case, to practise under her spouse's name.

1.21 **OIIAQ**

The *Ordre des infirmières et infirmiers auxiliaires du Québec.*

1.22 **OIIQ**

The *Ordre des infirmières et infirmiers du Québec.*

1.23 **OPIQ**

The *Ordre professionnel des inhalothérapeutes du Québec.*

II- PURPOSE

1.24 The purpose of this collective agreement is to establish orderly relations between the parties, to set the working conditions of employees covered by the certification unit and to promote the settlement of labour relations problems.

1.25 It also promotes the cooperation needed between the parties to ensure the quality of the services provided by the institution.

1.26 The Employer treats their employees fairly and the Union encourages them to perform their work adequately.

ARTICLE 2

MANAGEMENT RIGHTS

2.01 The Union recognizes the Employer's right to perform their management and administrative duties, in a manner compatible with the terms of this collective agreement.

2.02 Upon request, the Employer will give the Union a copy of written regulations covering the personnel, as well as their amendments, if such regulations exist.

Any provision of a regulation which is incompatible with the collective agreement in force will be null and void.

ARTICLE 3

CERTIFICATION AND JURISDICTION

3.01 **Certification**

The Employer hereby recognizes the Union as the sole and only bargaining agent for the purpose of negotiating and signing a work contract, on behalf of and for all employees covered by the accreditation certificate.

3.02 If a problem of interpretation concerning the text of the certification arises, the pertinent legislative provisions apply and no arbitrator can be called upon to interpret the meaning of the text.

3.03 **Specific agreement**

No specific agreement concerning working conditions different from those stipulated in this collective agreement, and no specific agreement concerning working conditions not stipulated in this collective agreement, concluded between an employee and the Employer, is valid unless it has received the written approval of a union representative. Failing a written reply from the union representative within twenty (20) days from when the Union received the written notice, the agreement is considered valid and accepted.

Employee's file

3.04 Upon request to the person in charge of personnel or their representative, an employee may consult her personal file, alone or accompanied by a union representative.

3.05 Any notice of a disciplinary nature must be communicated in writing to the employee by a representative of the Employer describing the facts or the reasons for such a notice, failing which this notice cannot be used against her. Such a notice is put in the employee's file.

3.06 The employee's personal file is kept up-to-date by the personnel department of the institution and it includes:

a) the job application form;

b) the hiring contract;

c) copy of diplomas and proof of studies, and documents related to acquired and/or recognized experience;

d) authorizations for pay deductions;

e) applications for promotion, transfer and demotion;

f) the formal and periodic evaluation reports after a copy has been given to the employee and discussed with her;

g) disciplinary reports and notices of disciplinary measures;

h) departure notices.

An employee called to a meeting with a representative of the Employer concerning her employment status or relationship, a disciplinary matter or the settlement of a grievance may demand to be accompanied by a union representative.

An employee called by the Employer to a meeting outside of her working hours is considered to be at work. In such a case, the provisions concerning recall to work do not apply.

3.07 Any disciplinary notice or notice of suspension becomes null and void, along with any previous notices for similar offences, if any, if it has not been followed by a similar offence within twelve (12) months. This twelve (12) month period is extended by the same number of days as an absence lasting more than thirty (30) consecutive days. Notices that have become null and void are removed from the personal file of the employee concerned.

The provisions of the preceding paragraph also apply to any notice of a disciplinary nature cancelled on the Employer's initiative or after being contested.

3.08 The decision to dismiss or suspend an employee is communicated within thirty (30) days of the occurrence of the fact that led to the decision and no later than thirty (30) days of the Employer's knowledge of all the pertinent facts related to this incident.

The thirty (30)-day time limit in the preceding paragraph does not apply if the decision to dismiss or suspend an employee is the result of the repetition of certain facts or of chronic behaviour on the part of the employee.

3.09 The Employer has four (4) days after the dismissal or the suspension of an employee to send a written statement to her, at her last known address, or give it to her in person, indicating the reasons and facts which led to her dismissal or suspension.

Only the reasons and facts presented in this notice can be used as evidence at an arbitration hearing.

Upon written request by the employee, the Employer gives her a copy of the documents included in her personal file; the employee must enumerate the documents of which she wishes to have a copy.

While she is suspended, or as of the date of her dismissal until the arbitral award is rendered, the employee may maintain her participation in the group insurance plans by paying all the necessary contributions and premiums herself, this being subject to the clauses and stipulations of the insurance contract in force. However, in the case of dismissal, the Employer is no longer responsible for the collection of premiums and contributions, but the Employer must remit to the insurer the contributions and premiums they received from the fired employee.

Nevertheless, and subject to the provisions of clause 23.15, the employee's participation in the basic drug insurance plan is compulsory during her suspension and she must pay all the necessary premiums and contributions herself.

3.10 The Employer notifies the Union in writing of any written disciplinary notice, dismissal or suspension within the time limit stipulated in clause 3.09.

3.11 **Administrative measures**

The Employer who applies an administrative measure which affects an employee's employment relationship in a permanent or temporary manner, other than by a disciplinary measure or layoff, will, 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 notifies the Union of the measure imposed in writing within the time limit stipulated in the preceding paragraph.

3.12 **Security guard**

The security guard does not give orders to employees in the performance of their duties.

3.13 An employee who temporarily fills a position outside of the certification unit remains governed by the provisions of the collective agreement. At the end of her assignment, she returns to her position.

3.14 The Employer informs the Union of any vacant or newly-created position, and any vacant position abolished, according to the conditions negotiated and agreed upon at the local level.

3.15 The Employer agrees to grant priority to employees who have agreed to register on a list indicating their availability before using external resources, subject to the provisions regarding the availability of employees agreed upon by the local parties.

ARTICLE 4

UNION MEMBERSHIP

4.01 All employees who are members in good standing of the Union at the time this collective agreement goes into effect and all those who become members afterwards must maintain their union membership for the duration of the collective agreement as a condition of continued employment.

4.02 The Employer informs all new employees that they must become members of the Union within fifteen (15) days of their first day of work as a condition of their continued employment and their membership applications must be made on the form provided by the Union for this purpose.

4.03 However, the Employer is not obliged to dismiss an employee because the Union has expelled her from its ranks. However, the said employee remains subject to the checkoff of union dues.

ARTICLE 5

CHECKOFF OF UNION DUES

5.01 **Period of deduction and remittance**

The Employer agrees, for the duration of this collective agreement, to deduct the union dues set by the Union, or an amount equal to the latter, from the pay cheque of each employee having been employed for fifteen (15) days and to remit it to the Union at its last known address in the first fifteen (15) days following the end of the accounting period.

Union dues are also deducted from the employee's vacation pay and sums paid for bursaries, reimbursement of sick-leave days and retroactive pay.

At the Union's request, union dues are deposited directly in the bank chosen by the Union.

With this remittance, the Employer sends the *Fédération interprofessionnelle de la santé du Québec - FIQ* a detailed written statement including:

a) the name and first name of the employees paying union dues;

b) their social insurance number;

c) their employee number;

d) their address;

e) their telephone number;

f) their employment status and job title;

g) their date of hiring;

h) their centre(s) of activities and the facility when the posting indicated it and the information is available in an electronic format;

i) the amount of the regular salary paid;

j) the amounts deducted;

k) the names of newly-hired employees and their date of hiring;

l) the names of employees who left employment;

m) their departure date;

n) notice of temporary absences for the entire accounting period. Upon written request by the Union, the Employer provides the nature of the reason for the temporary absence;

o) notice of any change of name or address given to the Employer by employees.

The information is sent electronically if the Employer has such a system. The related expenses are paid by the FIQ. The FIQ and the Union must ensure the confidentiality of the information.

The Employer and the Union can agree locally on the terms of implementation and application of this article.

5.02 **Deduction of the union initiation fee**

The Employer collects from each new member, upon receipt of the latter's written authorization, the initiation fee set by the Union, and the Employer informs the Union of this at the time of the periodic remittance.

5.03 **Withholding of remittance**

When one or the other of the parties asks the *Tribunal administratif du travail* (Administrative Labour Tribunal) to rule on whether an employee is included in the certification unit, the Employer withholds union dues or their equivalent until the decision of the *Tribunal administratif du travail* is rendered, and then remits them in conformity with the said decision.

Union dues are withheld as of the beginning of the accounting period which follows the filing of a request to this effect.

5.04 **T4 and *Relevé 1***

The amount deducted for union dues must appear on the T4 and *Relevé 1* forms, insofar as this is technically possible, in accordance with the various regulations of the ministries concerned.

ARTICLE 6

LEAVE FOR UNION ACTIVITIES

6.01 Within thirty (30) days of the date this collective agreement goes into effect, the Union provides the Employer with a list of its local representatives.

The Union provides the Employer with a list of its delegates within ten (10) days of their appointment or election.

Any changes to the above-mentioned lists are given to the Employer within ten (10) days of the change.

6.02 Days of union leave granted for all internal union activities, with the exception of those stipulated in clauses 6.04, 6.06. 6.14 and 6.16, are taken from the annual bank of union leaves established according to the number of employees in the bargaining unit:

	Number of days of union leave with pay per year		
Number of employees in the unit on January 1 of each year	**Institution not affected by a merger stipulated in the Law[1] [2]**	**CISSS or CIUSSS for which the distance between its two (2) furthest facilities is less than 240 km**	**CISSS or CIUSSS for which the distance between its two (2) furthest facilities is 240 km and more**
50 - 100	50	125	145
101 - 200	95	225	245
201 - 300	125	305	325
301 - 500	155	375	405
501 - 750	180	415	465
751 - 1,000	230	520	590
1,001 - 1,250	255	570	640
1,251 - 1,500	280	635	715
1,501 - 1,750	310	705	800
1,751 - 2,000	340	780	880
2,001 - 2,250	365	810	955
2,251 - 2,500	380	880	1,010
2,501 - 2,750	385	915	1,040
2,751 - 3,000	390	920	1,045
3,001 - 3,250	395	925	1,050
3,251 - 3,500	400	935	1,065
3,501 - 3,750	405	955	1,085
3,751 - 4,000	410	980	1,105
4,001 and more	415	1,020	1,140

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

2 Including the *Centre intégré de santé et de services sociaux des Îles.*

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

These days of leave are granted without loss of salary for the employees concerned. The request for a union leave must indicate the name of the employee(s) concerned, the nature and length of the union activity.

6.03 In the case of a bargaining unit which has fewer than fifty (50) employees, a local union representative may be granted a leave without loss of salary upon request to the director of personnel or their representative.

6.04 Union representatives may meet the authorities of the institution by appointment without loss of salary.

6.05 Union representatives may also meet employees in the institution during working hours to discuss a grievance or conduct an inquiry on working conditions. The union representatives and employees concerned do not incur any loss of salary in this case.

The outside union representative can meet an employee in the institution, in a place reserved for this purpose or in any other place agreed upon, during working hours, without loss of salary for the employee.

Requests for union leaves stipulated in this clause must be addressed to the director of personnel or their representative at least five (5) days in advance. The days used for these union leaves are taken either from the bank of union leaves for internal union activities stipulated in clause 6.02 or from the bank of external union leaves stipulated in clause 6.08, at the Union's choice.

6.06 The union representative, the employee concerned and the witnesses are granted leaves without loss of salary for arbitration hearings.

However, witnesses leave work only for the time deemed necessary by the arbitrator.

In the case of collective grievances, the group is represented by one (1) person mandated by the Union.

6.07 After exhausting the number of days of union leave set for internal union activities based on the number of employees concerned based on clause 6.02, the employees identified are granted leaves with pay, subject to reimbursement of the salary and fringe benefits by the Union.

6.08 The union leaves granted for all external union activities, with the exception of those stipulated in clauses 6.10 and 6.16 are taken from the annual bank of union leaves established in proportion to the number of employees in the bargaining unit:

	Number of days of union leave with pay per year	
Number of employees in the unit on January 1 of each year	**Institution not affected by a merger stipulated in Bill 10[1]**	**CISSS or CIUSSS**
1 - 50	20	50
51 - 100	30	80
101 - 200	35	95
201 - 300	45	135
301 - 500	60	180
501 - 750	70	210
751 - 1 000	80	245
1,001 - 1 250	85	260
1,251 - 1 500	90	280
1,501 - 1 750	95	300
1,751 - 2 000	105	320
2,001 - 2 250	110	330
2,251 - 2 500	115	345
2,501 - 2 750	120	355
2,751 - 3 000	125	365
3,001 - 3 250	130	370
3,251 - 3 500	135	375
3,501 - 3 750	140	385
3,751 - 4 000	145	400
4,001 and more	150	420

These days of union leave are granted without loss of salary for the employees concerned. The union leave is granted following a written request from the Union to the Employer at least ten (10) days in advance. This demand must indicate the name of the employee or employee(s) concerned, the nature, length and location of the union activity.

6.09 For the purpose of the application of clauses 6.02 and 6.08, the number of employees in the bargaining unit is the number of employees on January 1 of each year.

6.10 In the case of a regional or sectional union, the vice-president, secretary, treasurer and each director may be granted a leave, without loss of salary, to tend to union business outside the institution, for a number not exceeding, per year, twelve (12) days for the vice-president, ten (10) days for the secretary, nine (9) days for the treasurer and five (5) days for each director or member of the Board of Directors or equivalent body.

1 Including the *Centre intégré de santé et de services sociaux des Îles.*

The number of days of leave cannot exceed the total number stipulated for each of the above-listed positions. The vice-president, the secretary, the treasurer and the directors must give a ten (10)-day notice to the Employer.

This ten (10)-day notice must indicate the nature, length and location of the union activity.

However, in exceptional circumstances and for valid reasons submitted to the Employer and for which the proof is incumbent upon the Union, the above-mentioned written notice may be given less than ten (10) days in advance.

6.11 After exhausting the number of days of union leave set for union activities outside the institution, the local representatives and directors of the Union or the Federation are granted leaves with pay, subject to reimbursement of the salary and fringe benefits by the Union or the Federation. For this purpose, the Union transmits in writing to the representative of the Employer, at least ten (10) days in advance, the name of the employee or employees for whom the union leave(s) are requested, and the nature, length and location of this union activity.

6.12 However, in exceptional circumstances and for valid reasons submitted to the Employer and for which the proof is incumbent upon the Union, the written request stipulated in clauses 6.08 and 6.11 may be made less than ten (10) days in advance.

6.13 The schedules of employees shall in no way be modified for the said union leaves, unless the parties so agree.

6.14 **Union leaves for the purposes of local negotiations and local arrangements**

The Employer grants leaves without loss of salary to the employees appointed by the Union to attend the local arrangements and local negotiations meetings.

The total number of employees on union leave is determined on the basis of the number of employees included in the bargaining unit on January 1 of each year, as follows:

Number of employees in the bargaining unit	Number of employees on union leave
1 to 250	2
251 to 1,000	3
1,001 and more	4

The parties may, by local arrangement, agree to grant union leaves to employees to prepare for the local arrangements and local negotiations meetings.

6.15 **Leave without pay to act as a full-time union representative**

An employee may obtain a leave without pay to work as a full-time union representative. The Union or Federation must request such a leave in writing at least thirty (30) days in advance and provide the Employer with details on the nature and probable length of her absence.

1. Length

   If it is a non-elective position, the leave without pay is of a maximum length of two (2) years. If the employee does not return to work within this time period, she is considered to have voluntarily abandoned her employment on the date of her departure from the institution. In the case of an elective position, the leave without pay is automatically renewable from year to year, providing the employee continues to occupy an elective position. During such an absence, the position of the employee on leave without pay is not posted and is considered to be a position temporarily without its incumbent.

2. Return

   The employee must, thirty (30) days before the end of her leave, notify the Employer of her return to work, failing which she is considered to have voluntarily abandoned her employment on the date of her departure from the institution.

3. Seniority

   During this period, the employee retains and accumulates her seniority.

4. Annual vacation

   The Employer remits an indemnity to the employee concerned which corresponds to the days of vacation accumulated up to her date of departure to act as union representative.

5. Sick-leave days

   The sick-leave days already accumulated at the beginning of the leave without pay are credited to the employee and may not be paid, except those paid annually under the salary insurance plan.

   However, if the employee leaves her employment or if, at the end of her leave without pay, she does not return to the Employer, all the sick-leave days may be paid at the rate in effect at the beginning of the employee's leave without pay and according to the quantum and the conditions stipulated in the collective agreement in effect when the employee began her leave without pay.

6. Pension plan

   The employee does not suffer any prejudice to her pension fund during her leave without pay, if she returns to work within the authorized period. In this case, the employee resumes her pension plan as she had left it at the beginning of her leave, this being subject to the provisions of an Act respecting the government and public employees retirement plan (RREGOP).

7. Group insurance

   The employee is not entitled to the group insurance plan during her leave without pay. When she returns, she may be readmitted to the plan. However, subject to the provisions of clause 23.15, the employee's participation in the basic drug insurance plan is compulsory, and the employee must pay all the necessary contributions and premiums to this effect herself.

   The employee may maintain her participation in the other group insurance plans by paying all the necessary contributions and premiums to this effect herself, subject to the clauses and stipulations of the insurance contract in force.

8. Right to apply

   An employee may apply for a position and obtain it according to the provisions of the collective agreement providing she can begin work within thirty (30) days of her appointment.

9. Exclusion

   During this leave without pay, the employee cannot avail herself of any provision of the collective agreement except as expressly stipulated in this clause and subject to her right to claim previously acquired benefits.

10. Conditions for return to work

    The employee may resume her position with the Employer providing the position still exists, if she notifies the Employer at least thirty (30) days in advance and if she has not left her work with the Union or the Federation to work for another Employer.

    However, if the position which the employee held at the time of her departure is no longer available, she can avail herself of the bumping and/or layoff procedure stipulated in Article 14.

    If she fails to use the said mechanisms, the employee is deemed to have resigned.

6.16 An employee who is a member of a joint and/or parity committee composed, on the one hand, of representatives appointed by the government and/or the Employer and, on the other hand, of representatives appointed by the Union, or an employee convened by the committee is entitled to a leave from work, without loss of salary, to attend the meetings of the said committee or to carry out any work requested by the committee.

6.17 For the purpose of this article, the employee on union leave without loss of salary receives remuneration equivalent to that which she would receive if she was at work.

6.18 The part-time employee who is on paid union leave obtains recognition of the latter for the purpose of calculating her salary insurance benefits, parental leave benefits and, if applicable, her layoff allowance when on job security.

6.19 The reference period for the purpose of the application of the quanta of union leaves is April 1 to March 31.

6.20 The leaves for union activities are granted providing the Employer is able to ensure the continuity of the activities of the centre of activities in the absence of the employee. Leaves for internal union activities are granted according to the same criterion except for union leaves that are agreed to at least ten (10) days in advance.

6.21 For the purpose of union activities, the Employer provides the Union with a furnished union office. The furnishings of the union office include: table or desk, chairs, filing cabinets with keys and a telephone.

The location, as well as the days on which the union has exclusive use of the office, are agreed upon by local arrangement.

The possibility of making more than one union office available to the Union in the institution is subject to local arrangement.

6.22 **Transitional measures**

A) **For merged institutions**

a) The transitional measures for the number of days of union leave pursuant to clauses 6.02 and 6.08 for institutions resulting from a merger due to the application of Bill 10 are established as follows:

1- For the period between the date the collective agreement goes into effect and the end of the thirty (30) day period after the date of the certification of the new association of employees, the number of days provided by the banks for union leave stipulated in clauses 6.02 and 6.08 of the 2011-2015 collective agreement is divided by twelve (12). Only the number of days for union leaves resulting from this operation can be granted monthly during this period. However, the Union can defer any unused days of union leaves to the following months, but no further than the period which ends thirty (30) days after the date of the certification of the new association of employees;

2- The number of days provided by the banks for union leaves stipulated in clauses 6.02 and 6.08 of this collective agreement will apply on the day after the end of the thirty (30) day period which follows the date of the certification of the new association of employees, based on the number of employees it represents.

However, for the period between the beginning of this application and the end of the reference period for the application of the quanta stipulated in clause 6.19, the number of days is established in proportion to the number of days remaining in this reference period.

b) The transitional measures regarding the number of employees on union leave for the purpose of local negotiations and local arrangements pursuant to clause 6.14 for institutions that merged as a result of the application of Bill 10 are established as follows:

1- For the period between the date the collective agreement goes into effect and the end of the thirty (30) day period which follows the date of the certification of the new association of employees, the number of employees on union leave pursuant to clause 6.14 is based on the number of employees in the bargaining unit as established on January 1 of the previous year;

2- On the thirty-first (31st) day after the date of the certification of the new association of employees, the Employer determines the number of employees that are part of the certification unit and then applies the corresponding number of employees on union leave pursuant to clause 6.14.

B) **For non-merged institutions**

For institutions not affected by a merger due to the application of Bill 10, the number of days provided for union leaves is established for the first year of application in proportion to the period between the date the collective agreement goes into effect and the end of the reference period stipulated in clause 6.19.

---

1 Including the *Centre intégré de santé et de services sociaux des Îles.*

6.23 **Labour Relations Committee**

The local parties set up a Labour Relations Committee within sixty (60) days of the date the collective agreement goes into effect. The composition, role and operating procedures of the Committee are determined by arrangement at the local level.

ARTICLE 7

REMUNERATION

7.01 Unless provided otherwise by the provincial parties, an employee receives the salary stipulated for the position which she holds.

In the event of a temporary change of position at the Employer's request, the employee does not suffer a loss of salary as a result of this reassignment.

7.02 Any provision designed to guarantee the salary of an employee or the non-reduction of an employee's salary must be interpreted and applied as a guarantee of the hourly wage or a non-reduction of the hourly wage.

Notwithstanding the preceding, the non-reduction of the salary stipulated in clauses 14.20 and 15.08 is weekly when the reassignment is made to a position with the same status.

7.03 **Specific provision**

In the case of late arrival at work, the amount deducted from an employee's pay cheque cannot be more than that which corresponds to the period of lateness.

7.04 **Special provisions**

Notwithstanding the definition of "salary", "regular salary", "total salary" or any other similar term used in the collective agreement, the evening and night, the enhanced evening and night and weekend premiums are only considered or paid when the inconvenience is incurred. Similarly, the rotation premium is not taken into account or paid for absences stipulated in the collective agreement.

7.05 **Replacement in various positions**

When an employee is called upon during the same workweek to fill different positions, she receives the salary of the best-paid position providing she occupied it during half of the normal workweek.

When an employee is called upon during the same workday to fill different positions, she receives the salary of the best-paid position providing she filled it during one continuous half-day of work.

The two (2) preceding paragraphs do not apply when the assistant-head-nurse, the assistant to the immediate superior, the nurse clinician assistant-head-nurse or the nurse clinician assistant to the immediate superior replaces the head nurse or the immediate superior during her regular absences. The same applies when the assistant-head respiratory therapist replaces the head of the Respiratory Therapy Department.

7.06 When there is no assistant-head-nurse, assistant to the immediate superior, nurse clinician assistant-head-nurse or nurse clinician assistant to the immediate superior on duty in a centre of activities, the nurse who temporarily replaces the head nurse or the immediate superior for a complete shift is entitled to a supplement of:

Rate 2015-04-01 to 2016-03-31 ($)	Rate 2016-04-01 to 2017-03-31 ($)	Rate 2017-04-01 to 2018-03-31 ($)	Rate 2018-04-01 to 2019-04-01 ($)	Rate as of 2019-04-02 ($)
13.18	13.38	13.61	13.88	14.16

7.07 An employee who is promoted receives from the start, in her new job title, the salary stipulated in the salary scale of the job title immediately above that which she received in the job title she left.

However, a nurse who is promoted to nurse team leader, assistant-head-nurse or assistant to the immediate superior receives in her new job title the salary for the echelon in this job title that corresponds to the one she had in the job title she left[1]. The same applies for the licensed practical nurse promoted to the position of licensed practical nurse team leader. Additionally, the respiratory therapist who is promoted to the position of assistant-head respiratory therapist, respiratory therapy clinical instructor or respiratory therapy technical coordinator is integrated into the echelon corresponding to the years of experience in the job title she left.

If, within twelve (12) months following her promotion, the employee receives, in her new job title, a salary which is lower than that which she would have received in the job title which she left, she receives, as of this date and until her echelon advancement on the anniversary of her promotion, the salary which she would have received in the job title which she left.

7.08 **Remuneration on Christmas and New Year's Day**

The regular salary of the employee who works on Christmas Day and New Year's Day is the salary stipulated in her salary scale, increased by fifty percent (50%).

PART-TIME EMPLOYEES

7.09 The part-time employee benefits from the provisions of this collective agreement. The earnings of the part-time employee are prorated to the number of hours worked.

1 For the period from April 2, 2018, to April 1, 2019, the rule that applies to a nurse who is promoted to assistant-head-nurse or assistant to the immediate superior is modified by the provisions in Letter of Understanding No. 31 regarding an employee with the job title of nurse (2471) promoted to the job title of assistant-head-nurse or assistant to the immediate superior (2489).

7.10 The fringe benefits of a part-time employee are calculated and paid in the following way:

1. Paid statutory holidays:

   5.3% of her salary on each pay.

2. Sick-leave days:

   4% or 6% of the salary on each pay, for an employee who is not covered by the basic life insurance plan and the salary insurance plan or who has chosen not to be covered by these plans.

3. Annual vacation:

   10% of her total salary earned between May 1 of the previous year and April 30 of the current year, for an employee with twenty-five (25) years or more of service on April 30;

   9.6% of her total salary earned between May 1 of the previous year and April 30 of the current year, for an employee with twenty-three (23) or twenty-four (24) years of service on April 30;

   9.2% of her total salary earned between May 1 of the previous year and April 30 of the current year, for an employee with twenty-one (21) or twenty-two (22) years of service on April 30;

   8.8% of her total salary earned between May 1 of the previous year and April 30 of the current year, for an employee with nineteen (19) or twenty (20) years of service on April 30;

   8.4% of her total salary earned between May 1 of the previous year and April 30 of the current year, for an employee with seventeen (17) or eighteen (18) years of service on April 30;

   8% of her total salary earned between May 1 of the previous year and April 30 of the current year, for an employee with less than seventeen (17) years of service.

7.11 The part-time employee who works in a psychiatric or penal institution, or in a psychiatric centre of activities or wing of an institution, or in a specific unit, which meets the conditions stipulated in Article 34, Article 3 of Appendix 3 or in Appendix 9, receives the following percentage:

Floating holidays:

2% of the salary paid on each pay

7.12 In accordance with the provisions of clause 7.04, the evening and night, the enhanced evening and night, the rotation and week-end premiums stipulated in clause 9.01, 9.02, 9.03 and 9.04 paid to the part-time employee are not considered for the purpose of calculating her fringe benefits.

7.13 A full-time employee who becomes a part-time employee is paid her sick-leave days, accumulated in accordance with clause 23.29 and not used according to clause 23.30; sick-leave days accumulated pursuant to clause 23.28 are payable upon the employee's departure according to clause 23.28.

7.14 **Rest period**

The employee is entitled to two (2) fifteen (15)-minute rest periods per workday.

LABOUR-SPONSORED FUND

7.15 At the employee's request, the Employer applies a salary deduction for the purpose of contributions to a labour-sponsored fund.

JOB TITLES, DESCRIPTIONS, SALARY RATES AND SCALES

7.16 Job titles, descriptions and salary rates and scales appear in the list of job titles in the sessional document no. 2575-20051215 of December 15, 2005, and its subsequent modifications.

This list is called: *"Nomenclature des titres d'emploi, des libellés, des taux et des échelles de salaire du réseau de la santé et des services sociaux"* (List of job titles, descriptions, salary rates and scales of the health and social services network). It is an integral part of this collective agreement.

The employees covered by this collective agreement have a workweek containing the number of weekly hours of work stipulated in each job title. Subject to the provisions agreed upon at the local level, the maximum number of days in the regular workweek is five (5) days.

The number of applicable hours in the workweek for an employee working in a *Centre intégré de santé et de services sociaux* or a *Centre intégré universitaire de santé et de services sociaux* can be one of the number of hours stipulated in the list of job titles, or a number of hours between the minimum and the maximum number of hours. When an employee is temporarily assigned, at the request of the Employer, to duties that have a number of work hours that is inferior to those stipulated in her position, she receives a guarantee, for each day of this assignment, of payment of the number of hours stipulated in her position.

In the event that the number of weekly work hours is not stipulated in a job title on the list, the local parties can agree to jointly request the *ministère de la Santé et des Services sociaux* (MSSS) to modify this job title on the list in order to provide a new number of weekly work hours, pursuant to the power recognized by clause 37.02.

The salary scales are shown as an hourly rate.

Any derogation from the list of job titles is null and void.

Nothing in the list of job titles, the descriptions and the salary rates and scales changes the fact that the employee is required to accomplish all the activities she is authorized to perform as a member of her professional order.

Candidate for admission to the practice of the nursing profession and candidate for admission to the practice of the licensed practical nurse profession

7.17 The candidate for admission to the practice of the nursing profession and the candidate for admission to the practice of the licensed practical nurse profession benefit from all the provisions of the collective agreement.

7.18 A candidate for admission to the practice of the nursing profession who has successfully passed the OIIQ examinations in view of acquiring her nursing licence, and who awaits the said licence, receives, when she obtains it, the salary stipulated in her new job title, retroactively to the date of her examinations or her effective date of employment if she has started to work after her examinations, providing that she has successfully completed all of the practical training required.

A candidate for admission to the practice of the licensed practical nurse profession who has successfully passed the OIIAQ examinations in view of acquiring her licence, and who awaits the said licence, receives, when she obtains it, the salary stipulated in her new job title, retroactively to the date of her examinations or her effective date of employment if she has started to work after her examinations, providing that she has successfully completed all of the practical training required.

7.19 A candidate for admission to the nursing profession or a candidate for admission to the licensed practical nurse profession who must retake one (1) or more examination(s) to obtain her licence receives the salary stipulated for her new job title retroactively to the date she passed the examinations.

7.20 A candidate who has completed nursing studies outside of the province of Québec, who is not obliged to follow a period of training, and who is awaiting the emission of her licence receives, upon receipt of her nursing licence, the salary for her new job title retroactively to the date employment began.

7.21 **Rehired retirees**

A retiree who is rehired only benefits from the remuneration provisions stipulated in Articles 7, 8 and 19 of the collective agreement and the applicable premiums or supplements.

However, this employee receives the fringe benefits applicable to a part-time employee not covered by the life, drug and salary insurance plan as stipulated in subparagraph 2 of clause 7.10 of the collective agreement.

7.22 **Placement in the salary scale**

The employee is placed in the echelon corresponding to her years of service in the applicable salary scale pursuant to the conditions stipulated in Article 8, in accordance with the applicable rules about advancement in the salary scales.

7.23 **Advancement in the salary scale**

If the number of echelons in the salary scale so permits, each time an employee completes one (1) year of experience, she moves to the echelon above the one she holds. However, as of April 2, 2019, the time during which an employee remains in an echelon, where the ranking of the job title is 19 or more, is six (6) months of experience for echelons 1 to 8, and one (1) year of experience for echelons 9 to 18[1].

1 However, this period is applicable as of April 2, 2018, for the employees covered by Letter of Understanding No. 30.

For the purpose of applying the preceding paragraph, the part-time employee completes one year of experience when she has accumulated the equivalent of 225 workdays if she is entitled to 20 days of annual vacation, 224 workdays if she is entitled to 21 days of annual vacation, 223 workdays if she is entitled to 22 days of annual vacation, 222 workdays if she is entitled to 23 days of annual vacation, 221 workdays if she is entitled to 24 days of annual vacation and 220 workdays if she is entitled to 25 days of annual vacation.

An accelerated echelon advancement for postgraduate training is granted on the date at which the employee completed the academic requirements that grant her the right to one experience credit pursuant to the provisions in Article 2 of Appendix 3 and Article 2 of Appendix 11. This accelerated echelon advancement does not change the regular echelon advancement date of the employee.

Subject to the preceding paragraph, an employee cannot be credited with more than one (1) year of experience per period of twelve (12) calendar months.

Notwithstanding what precedes, employees currently in the employ of the Employer and those hired later cannot be credited for experience acquired during the year 1983 for the purpose of positioning in the salary scale.

Employees outside the rate or scale

7.24 On the date that salaries and salary scales are increased, the minimum rate of increase to which an employee is entitled whose rate of pay on the day preceding the increase is higher than the flat rate or maximum of the salary scale in effect for her job title, is equal to half the percentage increase applicable on April 1 of the period concerned in relation to March 31 of the previous year, applied to the flat rate or maximum echelon in the scale in effect on March 31 of the previous year for her job title.

If the result of applying the minimum rate of increase as defined in the previous paragraph is to give an employee who was outside the rate or scale on March 31 of the preceding year a salary that on April 1 is lower than the maximum echelon of the scale or the flat rate of pay for her job title, this minimum rate of increase is raised to the percentage necessary to enable such an employee to attain that echelon of the salary scale or that flat rate.

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

The lump-sum payment is divided up and paid on each pay, in proportion to the regular hours remunerated for the pay period.

7.25 **Integration on the date the collective agreement goes into effect**

Within ninety (90) days of this collective agreement going into effect, the Employer informs the employee in writing of her job title and her position in one or the other of the salary scales.

7.26 **General parameters for salary increase**

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

Each salary rate and scale in effect on March 31, 2015, is maintained without increase.

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

Each salary rate and scale[1] in effect on March 31, 2016, is increased on April 1, 2016, by 1.5%[2].

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

Each salary rate and scale[3] in effect on March 31, 2017, is increased on April 1, 2017, by 1.75%[4].

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

Each salary rate and scale[1] in effect on March 31, 2018, is increased on April 1, 2018, by 2.0%[2].

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

Each salary rate and scale in effect on March 31, 2019, is maintained without increase.

7.27 **Additional remuneration**

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

An employee is entitled to an additional remuneration corresponding to $0.30 for each remunerated[5] hour from April 1, 2015, to March 31, 2016.

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

The employee is entitled to an additional remuneration corresponding to $0.16 for each remunerated[6] hour from April 1, 2019, to March 31, 2020.

7.28 **Increase in premiums and supplements**

Premiums and supplements in effect are increased on the same date and according to the same general parameters for salary increase as determined in paragraphs A) to E) of clause 7.26, with the exception of fixed premiums or premiums and supplements paid as a percentage.

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

---

1 The increase of rates and scales is calculated based on the hourly rate. However, until April 1, 2018, inclusively, for professionals and nurse clinicians, the increase is calculated based on the annual rate of remuneration.

2 However, the clauses of the collective agreement concerning employees outside the rate or scale apply. This is clause 7.24 of the collective agreement.

3 The increase of rates and scales is calculated based on the hourly rate. However, until April 1, 2018, inclusively, for professionals and nurse clinicians, the increase is calculated based on the annual rate of remuneration.

4 However, the clauses of the collective agreement concerning employees outside the rate or scale apply. This is clause 7.24 of the collective agreement.

5 Hours for which an employee received benefits for maternity, paternity or adoption leave, indemnities for parental leave, salary insurance benefits, including those paid by the CNESST, the IVAC or the SAAQ, as well as those paid by the Employer in the event of workplace accidents, are also taken into account, if applicable.

6 Hours for which an employee received benefits for maternity, paternity or adoption leave, indemnities for parental leave, salary insurance benefits, including those paid by the CNESST, the IVAC or the SAAQ, as well as those paid by the Employer in the event of workplace accidents, are also taken into account, if applicable.

ARTICLE 8

PREVIOUS EXPERIENCE

Placement in the salary scales

An employee covered by this collective agreement is placed in the salary scale which corresponds to the number of work hours stipulated in the regular workweek according to her previous experience and her postgraduate training, if any.

Notwithstanding what precedes, employees presently working for the Employer and those hired later cannot be credited experience acquired in 1983 for the purpose of placement in the salary scale.

8.01 **Experience**

One (1) year of work in her profession is equivalent to one (1) year of experience for the purpose of placement in the salary scale, in accordance with the applicable rules covering advancement in the salary scales.

For the employee who has left the health and social services sector or another employment for fewer than five (5) years, one (1) year of work in her profession is equivalent to one (1) year of experience for the purpose of placement in the salary scale, in accordance with the applicable rules covering advancement in the salary scales.

An employee who has left the health and social services sector or another employment for more than five (5) years is placed no higher than the second to last echelon in the salary scale according to her experience in her profession.

For the purpose of calculating the experience of part-time employees, each workday is equal to 1/225th of a year of experience if she is entitled to twenty (20) days of annual vacation, to 1/224th of a year of experience if she is entitled to twenty-one (21) days of annual vacation, to 1/223rd of a year of experience if she is entitled to twenty-two (22) days of annual vacation, to 1/222nd of a year of experience if she is entitled to twenty-three (23) days of annual vacation, to 1/221st of a year of experience if she is entitled to twenty-four (24) days of annual vacation and to 1/220th of a year of experience if she entitled to twenty-five (25) days of annual vacation.

8.02 **Written attestation of experience and/or postgraduate training at time of hiring**

At the time of hiring, the Employer must request that the employee present a written attestation of previous experience and/or postgraduate training, emitted by the Employer where this experience was acquired and/or the teaching institution which offered the postgraduate courses.

Failing to request such attestations, the Employer cannot impose a term of limitation on the employee.

8.03 **Special provision**

If it is impossible for an employee to give written proof of this previous experience, she can, after having demonstrated this impossibility, provide proof of her experience by declaring under oath all the pertinent details concerning the name of her Employer, the dates of employment and the nature of the work performed.

ARTICLE 9

PREMIUMS

9.01 **Evening and night premium**

A) An employee who works her entire shift between 14:00 and 08:15 receives an evening or night premium for each shift, in addition to her salary, depending on the case.

a) Evening premium

The evening premium is 4% of the employee's basic daily salary, plus supplements and the additional remuneration, if any, as stipulated in Article 2 of Appendix 3 and Appendix 11.

b) Night premium

The night premium is:

11% of the basic daily salary plus salary supplements and the additional remuneration stipulated in Article 2 of Appendix 3 and Appendix 11, if any, for an employee with between 0 and 5 years of seniority.

12% of the basic daily salary plus salary supplements and the additional remuneration stipulated in Article 2 of Appendix 3 and Appendix 11, if any, for an employee with between 5 and 10 years of seniority.

14% of the basic daily salary plus salary supplements and the additional remuneration stipulated in Article 2 of Appendix 3 and Appendix 11, if any, for an employee with 10 years and more of seniority.

B) An employee who works only part of her shift between 19:00 and 07:00 receives, in addition to her salary, a premium calculated as follows:

a) Evening premium

This premium is equivalent to 4% of the employee's basic hourly salary plus salary supplements and the additional remuneration stipulated in Article 2 of Appendix 3 and Appendix 11, if any, for hours worked between 19:00 and 24:00.

b) Night premium

For all hours worked between 0:00 and 07:00 the premium is:

11% of an employee's basic hourly salary plus salary supplements and the additional remuneration stipulated in Article 2 of Appendix 3 and Appendix 11, if any, for an employee with between 0 and 5 years of seniority;

12% of an employee's basic hourly salary plus salary supplements and the additional remuneration stipulated in Article 2 of Appendix 3 and Appendix 11, if any, for an employee with between 5 and 10 years of seniority;

14% of an employee's basic hourly salary plus salary supplements and the additional remuneration stipulated in Article 2 of Appendix 3 and Appendix 11, if any, for an employee with 10 years and more of seniority.

9.02 **Enhanced evening and night premiums**

A) **Enhanced evening premium**

An employee who offers and honours a minimum availability of sixteen (16) days per twenty-eight (28) days on the evening and/or night shifts, including her position, if applicable, receives an enhanced evening premium of 8% of her basic hourly salary plus supplements and the additional remuneration stipulated in Article 2 of Appendix 3 or Appendix 11, if any, instead of the evening premium stipulated in paragraphs A or B of clause 9.01.

B) **Enhanced night premium**

Except for the employee covered by paragraph C) of clause 9.02, an employee who offers and honours a minimum availability of sixteen (16) days per twenty-eight (28) days on the evening and/or night shifts including her position, if applicable, receives the following enhanced night premium instead of the night premium stipulated in paragraphs A or B of clause 9.01:

14% of an employee's basic hourly salary plus salary supplements and the additional remuneration stipulated in Article 2 of Appendix 3 and Appendix 11, if any, for an employee with between 0 and 5 years of seniority;

15% of an employee's basic hourly salary plus salary supplements and the additional remuneration stipulated in Article 2 of Appendix 3 and Appendix 11, if any, for an employee with between 5 and 10 years of seniority;

16% of an employee's basic hourly salary plus salary supplements and the additional remuneration stipulated in Article 2 of Appendix 3 and Appendix 11, if any, for an employee with 10 years and more of seniority.

The parties may decide by local arrangement to convert all or a part of the above-mentioned premium into paid time off for a full-time employee working a permanent night shift, providing such an arrangement does not incur any additional cost.

For the purpose of applying the preceding subparagraph, the mode of conversion of the night premium into paid days off is as follows:

14% is equivalent to 28 days;

15% is equivalent to 30 days;

16% is equivalent to 32 days.

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

The terms and conditions stipulated in clause 9.01 apply to these enhanced premiums.

C) **Specific conditions for an employee who holds a full-time position working a permanent night shift**

a) A full-time employee on the night shift who, on the date of the signature of this collective agreement, has one (1) three (3)-consecutive-

day weekend every two (2) weeks continues to have this additional paid day off.

b) However, an employee who has one additional paid day off does not receive the night premium stipulated in paragraph B of clause 9.02 except when she works overtime on the night shift.

c) Moreover, for all absences for which the employee receives a remuneration, benefit or indemnity, the salary[1] or, if applicable, the salary used to establish the benefit or indemnity, is reduced, during this absence, by the percentage of the night premium which would be applicable according to paragraph B of clause 9.02.

The preceding paragraph does not apply to the following absences:

a) statutory holidays;

b) annual vacation;

c) maternity, paternity and adoption leave;

d) absence for disability beginning on the sixth workday;

e) absence for employment injury recognized as such by the provisions of an Act respecting industrial accidents and occupational diseases (CQLR, c. A-3.001).

d) When the conversion of the night premium to paid days off exceeds twenty-four (24) days, an employee receives an amount corresponding to the salary equivalent to the number of days not used which exceed twenty-four no later than December 15 each year, and calculated according to the following formula:

$$\text{Number of days exceeding 24} \times \left(\frac{\text{Number of days worked during the reference year}}{204^{2}} \right)$$

For the first (1st) year of application, this amount is reduced based on the number of days included between the date the collective agreement goes into effect and November 30, 2016 divided by 365 days.

e) In the event of departure, change of status or shift, the amounts due, if applicable, are calculated according to the above-mentioned formula taking into account the number of days worked between December 1 and the date of departure, change of status or shift, depending on the case.

f) An employee covered by this subparagraph may reintegrate a complete work schedule according to the conditions to be agreed upon by the Employer, the Union and the employee.

g) A full-time employee who has the paid days off under this clause conserves her status as a full-time employee.

1 Salary: Salary is understood to be the basic salary plus supplements and additional remuneration, if any, stipulated in Article 2 of Appendix 3 and Appendix 11.

2 When an employee has more than twenty (20) days of annual vacation, the number two hundred four (204) is reduced by the number of days which exceeds twenty (20).

9.03 **Day/evening or day/night or day/evening/night rotation premium**

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

1. **Day/evening rotation premium**

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

2. **Day/night rotation premium**

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

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

   The day/evening/night rotation premium is equal to 50% of the weighted average of the evening and night premium rates established according to the hours worked on these shifts. The rate thus obtained is applied for all the hours worked on the day shift in her position.

The applicable evening and night premiums are established pursuant to the provisions stipulated in clauses 9.01 and 9.02.

At the end of her initiation and trial period in a rotation position, the employee maintained in her position is paid the premium retroactively to the first (1st) day worked on the day shift in her position.

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

For the first (1st) rotation cycle, an employee is paid the premium retroactively to the first (1st) day worked on the day shift when she has worked the evening or night rotation cycle, depending on the case. However, in the case of a rotation cycle of six (6) months and more, an employee is paid the premium retroactively to the first (1st) day worked on the day shift when she has worked the equivalent of 50% of the evening or night rotation cycle, depending on the case.

In the case where an employee does not work at least 50% of her evening or night rotation cycle, the premium paid for the hours worked on the day shift is recuperated by the Employer.

It is understood that the rotation cycle is the period during which an employee works a set number of alternating day and evening, day and night or day, evening and night shifts.

For the purpose of calculating the percentage of time worked stipulated in this clause, the leave without pay for studies, the part-time leave without pay for studies, the leaves stipulated in parental rights, the leaves for family responsibilities, as well as all authorized and paid absences stipulated in the collective agreement, except for the leave with deferred pay, are considered as time worked.

9.04 **Weekend premium**

In addition to her salary, an employee receives a weekend premium equal to 4% of her basic hourly salary plus the salary supplement and the additional remuneration stipulated in Article 2 of Appendix 3 and Appendix 11, if any, when she works a complete shift between the beginning of the evening shift on Friday and the end of the night shift on Monday.

9.05 **Critical care premium and enhanced critical care premium**

An employee receives the critical care premium or the enhanced critical care premium for the hours worked in critical care.

The critical care units covered are the coronary care unit and the following centres of activities:

- emergency department;
- intensive care unit;
- neonatal unit;
- major burn unit;
- *service d'évacuations aéromédicales du Québec* (ÉVAQ – Québec aeromedical evacuation service)

A) **Critical care premium**

In the above-mentioned critical care, the employee receives a premium equal to 12% of her basic hourly salary plus the salary supplement and the additional remuneration stipulated in Article 2 of Appendix 3 and Appendix 11, if any.

B) **Enhanced critical care premium**

An employee who offers and honours a minimum availability of sixteen (16) days per twenty-eight (28) days, including her position, if applicable, in one or another of the above-mentioned critical care units or centres of activities receives an enhanced critical care premium equal to 14% of her basic hourly salary plus the salary supplement and the additional remuneration stipulated in Article 2 of Appendix 3 and Appendix 11, if any, instead of the premium stipulated in paragraph A of this clause.

The availability requirements mentioned in this paragraph do not prevent the employee from offering availability in other centres of activities.

9.06 **Specific critical care premium and enhanced specific critical care premium**

Notwithstanding the provisions of clause 9.05, the centres of activities covered by this clause for the application of the specific critical care premium and the enhanced specific critical care premium are the following:

- operating room (including the recovery room);
- obstetrics unit (only covers the operating room set up to perform caesarian sections);
- hemodynamics.

A) **Specific critical care premium**

The specific critical care premium is applicable for hours worked in the centres of activities mentioned in the first (1st) paragraph of this clause and is established as follows:

a) Notwithstanding subparagraph b) of this paragraph, the employee receives a specific critical care premium equal to 6% of her basic hourly salary plus the salary supplement and the additional remuneration stipulated in Article 2 of Appendix 3 and Appendix 11, if any.

b) The clinical perfusionist receives a specific critical care premium equal to 8% of her basic hourly salary plus the additional remuneration stipulated in Appendix 11, if any.

B) **Enhanced specific critical care premium**

An employee who offers and honours a minimum availability of sixteen (16) days per twenty-eight (28) days, including her position, if applicable, in one or another of the centres of activities mentioned in the first (1st) paragraph of this clause receives, for the hours worked in these centres of activities, the following enhanced specific critical care premium instead of the premium stipulated in paragraph A of this clause:

a) Notwithstanding subparagraph b) of this paragraph, the employee receives an enhanced critical care premium equal to 7% of her basic hourly salary plus the supplement and the additional remuneration, if any, stipulated in Article 2 of Appendix 3 and Appendix 11;

b) The clinical perfusionist receives an enhanced specific critical care premium equal to 9% of her basic hourly salary plus the additional remuneration stipulated in Appendix 11, if any.

The availability requirements mentioned in this paragraph do not prevent the employee from offering availability in other centres of activities.

9.07 **Split shift premium**

An employee who is required to interrupt her work for a period longer than her meal period, or more than once per day except for the rest periods stipulated in clause 7.14, receives the split-shift premium. This daily premium is:

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

9.08 **Professional improvement premium**

A licensed practical nurse who has successfully completed the six (6)-month operating room technician course receives, in addition to her basic salary, a weekly premium of:

Rate 2015-04-01 to 2016-03-31 ($)	Rate 2016-04-01 to 2017-03-31 ($)	Rate 2017-04-01 to 2018-03-31 ($)	Rate 2018-04-01 to 2019-04-01 ($)	Rate as of 2019-04-02 ($)
7.47	7.58	7.71	7.86	8.02

9.09 **Orientation and clinical training premium**

A) **Nurses**

An employee with the job title of nurse (2471) or nurse in a northern clinic (2491) who assumes the responsibilities linked to the orientation and clinical training of employees and student interns receives an hourly premium corresponding to five percent (5%) of her basic hourly salary plus the salary supplement and the additional remuneration, if any, stipulated in Article 2 of Appendix 3 for each hour during which the employee assumes these responsibilities.

Notwithstanding the preceding, an employee with one of the job titles stipulated in the first (1st) paragraph who assumes the responsibilities linked to orientation and clinical training of employees and student interns for more than half of her shift receives the hourly premium for her complete shift.

B) **Respiratory therapists**

An employee with the job title of respiratory therapist (2244) who assumes the responsibilities linked to the orientation and clinical training of employees and student interns receives an hourly premium corresponding to two percent (2%) of her basic hourly salary plus the additional remuneration, if any, stipulated in Article 2 of Appendix 3 for each hour during which the employee assumes these responsibilities.

Notwithstanding the preceding, an employee with one of the job titles stipulated in the first (1st) paragraph and who assumes the responsibilities linked to orientation and clinical training of employees and student interns for more than half of her shift receives the hourly premium for her complete shift.

ARTICLE 10

GRIEVANCE PROCEDURE

In the case of grievances or any disagreement concerning employees' working conditions, the Employer and the Union will respect the following procedure:

10.01 An employee should discuss any problem related to her working conditions with her immediate superior.

10.02 **Time limit for submitting a written grievance**

Any employee, alone or accompanied by a union representative, or the Union itself, on behalf of one (1) or several employees, may submit a written grievance to the person in charge of personnel or their representative with a copy to her immediate superior, if any, within thirty (30) days of the knowledge of the fact which led to the grievance, but no later than six (6) months after the occurrence of the fact which gave rise to the grievance.

The time limits of thirty (30) days and six (6) months, as the case may be, are strict.

10.03 However, the employee, or the Union itself, has a maximum of six (6) months following the occurrence of the fact which gives rise to a grievance to submit it to the person in charge of personnel or to their representative in the following cases:

1. years of previous experience;
2. salary;
3. job title;
4. premiums, supplements and the additional remuneration stipulated in Article 2 of Appendix 3 and in Appendix 11;
5. quantum of salary insurance benefits;
6. eligibility for salary insurance benefits.

10.04 The date of the last fact giving rise to the grievance serves as the starting point for calculating the six (6)-month time limit.

10.05 Submitting a grievance pursuant to clause 10.02 constitutes, in and of itself, a request for arbitration.

10.06 **Collective grievance**

If several employees collectively or the Union itself believe that they have been wronged, the Union or the employees concerned may collectively use the grievance and arbitration procedure.

10.07 If the date of the knowledge of the fact is contested, the arbitrator establishes, on the basis of the evidence, the date on which the employee or the Union learned of the fact which gave rise to the grievance.

10.08 **Employer's response**

The Employer has fifteen (15) days from the date the grievance is submitted to respond. The response is sent to the Union and to the employee who signed the grievance, if applicable.

10.09 The parties hold a meeting within ninety (90) days of a grievance being submitted, during which they exchange information on the dispute. This meeting is held within thirty (30) days of the grievance being submitted in the case of grievances concerning dismissals, disciplinary or administrative suspension of five (5) days and more, violence or psychological harassment.

10.10 Within seven (7) days of the meeting stipulated in clause 10.09 or the end of the prescribed time limit for the meeting, the parties mutually inform each other of their respective position regarding the grievance.

10.11 An employee who leaves the service of the Employer without having received all amounts due under this collective agreement can claim these amounts using the grievance and arbitration procedure.

10.12 **Exception**

The Union and the Employer may agree in writing to extend or shorten the time limits set out in this article. All written decisions approved by the parties are final and binding.

ARTICLE 11

ARBITRATION

11.01 One or the other of the parties may request that the grievance be brought to arbitration by sending a notice to the other party. This notice may not be sent before the end of the time period stipulated in clause 10.10 or, if the meeting has not been held, before the time period of ninety (90) days or thirty (30) days stipulated in clause 10.09 has expired. This notice may be sent at any time if the parties agree that the meeting will not be held. If neither party has sent such a notice to the other within a period of six (6) months after the filing of the grievance, it is deemed to have been withdrawn.

A) REGULAR PROCEDURE

11.02 **Determination of the arbitration procedure**

The parties proceed before a single arbitrator.

In these cases, one party notifies the other of the name of the arbitrator it suggests; within ten (10) days of the receipt of this notice, the other party must indicate either its consent for the arbitrator proposed or the name of another arbitrator. If, following this procedure, there is no agreement on the choice of the arbitrator, one or the other of the parties asks the minister responsible for the application of the Labour Code to appoint the arbitrator.

The parties may also agree, at the local level, on a list of one (1) or several arbitrators for the duration of this collective agreement.

However, in all cases, the parties may agree to proceed before an arbitrator with assessors.

11.03 If the parties agree to proceed before an arbitrator with assessors, the following provisions apply:

a) Appointment of the assessors

Within fifteen days (15) days of the appointment of the arbitrator, each party appoints an assessor to assist the arbitrator and represent the party during the hearing of the grievance and the deliberations.

If one party fails to appoint its assessor within this time limit, the arbitrator may proceed in the absence of the assessor of the defaulting party.

b) Conditions for deliberations in the absence of an assessor

The arbitrator may deliberate in the absence of one of the assessors if the latter was duly convened in writing at least ten (10) days in advance and if they are absent without a reason deemed to be valid by the arbitrator.

11.04 Once named or chosen, the arbitrator must hold the first hearing within thirty (30) days, except if the parties agree otherwise.

11.05 In the case of grievances concerning the dismissal of an employee, an administrative measure permanently affecting the employment relationship, a disciplinary or administrative suspension of five (5) days and more, or grievances for psychological harassment or discrimination, the following procedure applies:

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

1. a general overview of the manner in which the parties intend to function for the presentation of the evidence;
2. the list of documents which the parties intend to submit;
3. the number of witnesses which the parties intend to produce;
4. the nature of the expertise and experts called to testify, if any;
5. the expected length of the hearings;
6. admissions;
7. preliminary objections;
8. the ways of proceeding quickly and efficiently to the hearing, including the hearing dates scheduled.

In the event that it is necessary for one of the parties to make a change in one of the above elements in support of its evidence, it must inform the arbitrator and the other party of this in advance.

11.06 The arbitrator may proceed ex parte if one or the other of the parties is not present or refuses to be heard on the date set for the hearing of the grievance without a reason deemed to be valid by the arbitrator. To do this, the parties must be duly convened by a written notice of at least five (5) clear days.

11.07 The arbitrator must deliver a written and motivated decision within sixty (60) days of the end of the hearing, unless the parties consent to extend the deadline for delivering the decision by a specific number of days.

11.08 The decision of the arbitrator is final and binding on the parties.

11.09 **Jurisdiction in matters of administrative measures**

In the case of an administrative measure stipulated in clause 3.11, the arbitrator may:

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

11.10 **Jurisdiction in matters of disciplinary measures**

In the case of a disciplinary measure, the arbitrator may, if a grievance is submitted to arbitration:

1. reinstate the said employee with full compensation, rights and privileges stipulated in the collective agreement;
2. uphold the disciplinary measure;
3. render any other decision deemed equitable under the circumstances, including, if need be, determination of the amount of compensation or damages to which an unjustly treated employee could be entitled.

Only the reasons indicated in the notice stipulated in clause 3.09 may be invoked at the time of arbitration.

11.11 **Resignation of an employee**

The arbitrator can evaluate the circumstances surrounding the resignation of an employee and the value of the said consent.

11.12 **Admission**

No admission signed by an employee can be held against her before an arbitrator unless it is an admission which has been signed in the presence of a duly authorized representative of the Union.

11.13 **Limited jurisdiction of the arbitrator**

In no case does an arbitrator have the power to modify, amend or alter the text of this collective agreement.

11.14 **Burden of proof**

In all cases of grievances related to disciplinary measures, the burden of proof lies with the Employer.

In the case of a grievance concerning the criteria for obtaining a position, the burden of proof lies with the Employer.

11.15 **Determination of the quantum for an amount of money to be paid**

When a grievance involves a claim for a sum of money, the grievant may first ask the arbitrator in this grievance case to rule on the entitlement without being obliged to determine the sum of money being claimed. If it is judged that the grievance is founded, in part or in whole, and if the parties do not agree on the sum to be paid, a simple written notice to the arbitrator appoints them to render a final decision; a copy of the notice is sent to the other party. In this case, the provisions of this article apply.

11.16 In no case can the arbitrator grant retroactive pay for more than six (6) months from the date the grievance was filed.

11.17 If the arbitrator rules in favour of the payment of a sum of money, they may order that this amount bear interest according to the provisions of section 100.12 of the Labour Code.

11.18 **Powers of the arbitrator and assessors**

The arbitrator and the assessors have the powers conferred on them by the Labour Code.

11.19 The *Comité patronal de négociation du secteur de la santé et des services sociaux*, on the one hand, and the *Fédération interprofessionnelle de la santé du Québec - FIQ* for its affiliated unions, on the other, can agree that one (1) or several grievance(s) filed at the local level have provincial scope and, consequently, proceed to a single arbitration.

The decision resulting from such an arbitration hearing is binding on all the institutions and unions concerned by the grievance(s), and on the employees in the bargaining units of these unions.

11.20 The arbitration is held in the institution unless there is no available room.

11.21 Each party is responsible for the expenses and fees of its assessor.

B) SUMMARY PROCEDURE

11.22 The summary procedure applies to the provisions of the collective agreement regarding one or the other of the matters stipulated in Schedule A.1 of an Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, cR-8.2) negotiated and agreed to by the local parties.

Until the date the first provisions negotiated and agreed to at the local level go into effect, the parties may, after agreement, agree to bring to arbitration according to the summary procedure any grievance concerning one or the other of the subjects stipulated in Schedule A.1 of an Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors. (CQLR, c.R-8.2).

The parties may, after agreement, consent to proceed to arbitration according to the summary procedure on other matters.

The conditions stipulated in the following clauses apply.

11.23 The hearing is held before an arbitrator chosen by the parties at the local level.

11.24 The hearing of grievances under this procedure should be limited to one (1) day per grievance.

11.25 The arbitrator must hear the case, on merit, before rendering a decision on a preliminary objection, unless they can rule on this objection immediately; they must subsequently, upon the request of one or the other of the parties, motivate this decision in writing.

11.26 No document may be submitted by the parties more than five (5) days after the hearing.

11.27 The arbitrator must hold the hearing within fifteen (15) days of the date they agreed to act as arbitrator and must render their decision in writing in the fifteen (15) days following the hearing.

11.28 The arbitrator's decision constitutes a ruling on a specific case.

11.29 The arbitrator chosen according to the summary procedure has all the powers granted to them by the Labour Code.

C) FAST-TRACK PROCEDURE

11.30 The local parties may agree to entrust the hearing of a grievance to the fast-track procedure offered by the *ministère du Travail* (Ministry of Labour).

D) MEDIATION

11.31 One of the parties may indicate its intention of using the mediation procedure to settle one or several grievances. The other party has fifteen (15) days to indicate its agreement or disagreement.

11.32 If the parties consent, they agree on the choice of a mediator. Failing an agreement, the regular arbitration procedure or the summary arbitration procedure will apply, as the case may be.

11.33 The local parties may agree on any operating procedures pertaining to the mediation procedure.

11.34 If the dispute is not settled during the mediation process, the parties may then agree to use the summary arbitration procedure or the regular arbitration procedure.

11.35 Statements made during mediation may not be presented during arbitration.

11.36 The local parties may also agree on any other mediation formula.

11.37 In all cases, the fees and expenses incurred when a mediator is appointed and in the course of their duties are paid for jointly and equally by the Employer and the Union.

E) ARBITRATION COSTS

11.38 The grievance arbitrator's fees and expenses are paid by the party who filed the grievance if the latter is dismissed, or by the party against whom the grievance was filed if the grievance is upheld. If the grievance is upheld in part, the arbitrator determines the proportion of the expenses and fees which each of the parties will have to pay.

However, in the case of an arbitration presented according to the procedure for the settlement of a dispute related to a disability stipulated in clause 23.27 of the collective agreement and, in the case of an arbitration regarding a dismissal, the arbitrator's fees and expenses, with the exception of those stipulated in clause 11.39, are not paid by the union party.

11.39 In all cases, the fees and expenses related to the postponement of a hearing or the withdrawal of a grievance are paid by the party that requests the postponement or withdraws the grievance.

11.40 Notwithstanding any other provision of the collective agreement, in the event of a disagreement, other than a grievance, that is submitted to a third party, the fees and expenses of the third party are borne equally by the Employer and the Union.

Transitional measures

11.41 The provisions regarding arbitration expenses stipulated in the clause on arbitration in the 2000-2002 or 2000-2003 collective agreement continue to apply for a grievance on one of the matters set out in Schedule A.1 of an Act respecting the process of negotiation of the collective agreements in the public and parapublic sector (CQLR, cR-8.2) if the grievance is submitted before the date on which the initial local provisions regarding this matter go into effect.

The provisions regarding arbitration expenses stipulated in the clause on arbitration in the 2000-2002 or 2000-2003 collective agreement continue to apply in the case of a grievance concerning one or the other of the matters negotiated and agreed to at the provincial level if it is submitted before May 14, 2006.

ARTICLE 12

SENIORITY

A) APPLICATION

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

12.02 An employee may use her seniority rights for all positions included in the bargaining unit in accordance with the rules stipulated in this collective agreement.

12.03 Seniority is expressed in calendar years and days.

B) ACQUIRING SENIORITY

12.04 Full-time or part-time employees acquire the right to exercise their seniority rights once they complete their probation period. Once this probation period is completed, the last date of beginning of employment serves as the starting point for calculating seniority.

12.05 The seniority of a part-time employee is calculated in calendar days. To this end, she is entitled to 1.4 days of seniority for each regular workday as stipulated in her job title, each day of annual vacation taken and each statutory holiday. For the purpose of calculating seniority during statutory holidays, 1.4 days of seniority are added to the employee's seniority at the end of each accounting period (thirteen (13) periods per year).

When a part-time employee works a different number of hours from the one stipulated in her job title for a regular workday, her seniority for this day is calculated on the basis of the number of hours worked in relation to the number of hours of the regular workday, multiplied by 1.4.

Overtime hours are excluded from the calculation of seniority.

12.06 A part-time employee cannot accumulate more than one year of seniority per fiscal year (April 1 to March 31).

12.07 Each time that a full-time employee's seniority needs to be compared with the seniority of a part-time employee, the latter cannot have more seniority credited than the full-time employee's seniority for the period from April 1 to the date on which the comparison is made.

C) ACCUMULATING AND RETAINING SENIORITY

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

1. layoff, in the case of an employee who is entitled to the provisions of clause 15.03;
2. layoff, for twelve (12) months, in the case of an employee who is not entitled to the provisions of clause 15.03;
3. absence due to an accident or illness other than an employment injury (mentioned below) for the first twenty-four (24) months;
4. absence due to an employment injury, recognized as such according to the provisions of an Act respecting industrial accidents and occupational diseases;
5. an authorized absence except when there are provisions to the contrary in this collective agreement.

12.09 A part-time employee is entitled to the provisions of the preceding paragraph prorated to the weekly average number of days of seniority accumulated in the course of the last twelve (12) months of service or since her hiring date, whichever date is closest to the beginning of her absence. These days are accumulated as they occur.

12.10 An employee retains but does not accumulate seniority in the following case: absence due to an accident or illness other than an employment injury (mentioned above) from the twenty-fifth (25th) to the thirty-sixth (36th) month after this accident or illness.

D) LOSS OF SENIORITY AND EMPLOYMENT

12.11 An employee loses her seniority and employment in the following cases:

1. voluntary termination of employment;
2. return to full-time study constitutes a voluntary termination of her employment, in the case of a student. Only those students hired for the vacation period and the replacement of annual vacation are affected by the provisions of this paragraph;
3. dismissal;
4. refusal or neglect of a laid off employee, according to the provisions of Article 14, to accept to return to work when called back, within seven (7) calendar days of the recall to work, without valid reason. The employee must return to work in the seven (7) calendar days following her response to the Employer. The employee is recalled to work by registered mail forwarded to her last known address.
5. layoff exceeding twelve (12) months, except for employees who are entitled to the provisions of clause 15.03;

This subparagraph does not apply to the employee who was not able to obtain a position in accordance with the definition of "part-time employee" in the context of the granting of positions stipulated in Letter of Understanding No. 1.

6. absence for accident or illness other than an employment injury (mentioned above) after the thirty-sixth (36th) month of absence.

An employee loses her seniority in the following case: absence for more than three (3) consecutive workdays without notice or without valid reason.

E) INFORMATION

12.12 Within sixty (60) days of the date on which this collective agreement goes into effect, and then subsequently each year, within fourteen (14) days of the end of the pay period that includes March 31, the Employer sends the Union the list of the seniority accumulated up to March 31 for all employees included in the bargaining unit.

The day it is sent to the Union, this list is posted by the Employer in the usual places for a period of sixty (60) calendar days, during which any employee concerned or the Employer may ask that the list be corrected. The seniority list becomes official at the end of the sixty (60) calendar-day period, subject to any challenges raised during the posting period.

If an employee is absent for the entire posting period, the Employer sends her a written notice indicating her seniority. The employee may contest her seniority in the sixty (60) days following receipt of this notice.

12.13 The Employer sends the Union a list of part-time employees and the number of hours worked by each employee, excluding overtime, in the fifteen (15) days that follow the end of each accounting period.

ARTICLE 13

COMMITTEE ON CARE

13.01 **Committee on Care**

A Committee on Care is set up in the thirty (30) days that follow this collective agreement going into effect.

13.02 **Composition of the Committee**

It is composed of three (3) people appointed by the Union, at least two (2) of whom work for the Employer, and three (3) people appointed by the Employer.

The third (3rd) person appointed by the Union may be an external representative of the said Union.

13.03 **Role of the Committee**

The role of the Committee is to study the complaints of employees concerning their workload. The Committee may also study any question directly related to care.

13.04 The Committee meets at the request of one or the other of the parties.

13.05 The employees who sit on this committee are entitled to union leaves without loss of salary.

13.06 An employee who believes she has been wronged with regard to the subjects stipulated in clause 13.03 submits a written complaint to the Committee.

If several employees collectively or the Union itself believe they have been wronged with regard to the subjects stipulated in clause 13.03, the Union may address a written complaint to the Committee.

13.07 In the five (5) days following the presentation of the complaint, the Committee meets, formulates its recommendations in writing and presents them to the Employer. A copy of the recommendations is sent to the Union.

13.08 The Employer must give their decision in writing within five (5) days of the receipt of the recommendations from the Committee.

13.09 If, due to the Employer's refusal, the Committee cannot meet within a reasonable time period, or if the Employer fails to render a decision in the prescribed time period, or if the decision is not to the satisfaction of the employee or the Union, one or the other may request the intervention of a resource person at the end of the time period stipulated in clause 13.08.

13.10 The local parties agree on the choice of the resource person within ten (10) workdays of the request. Each bargaining party appoints five (5) people from nursing and one (1) person from respiratory therapy to make up two (2) lists of resource people for a total of twelve (12) people. Each bargaining party must review the list of resource people that they appointed on an annual basis.

13.11 Failing agreement between the local parties on the choice of the resource person, the clerk appoints the person from the list agreed upon by the bargaining parties.

13.12 The resource person is responsible for gathering the facts from both parties and attempting to bring the parties to an agreement. They have a maximum of five (5) workdays to do this.

13.13 If the complaint is not settled within the set time period, the resource person submits a written report and the evidence gathered to the local parties and to the arbitrator assigned, if such is the case.

The employee or the Union, on behalf of one (1) or several employees, may submit a written request for arbitration, in the thirty (30) days that follow the date the resource person's report was presented.

13.14 The parties agree on the choice of the arbitrator. Failing an agreement between the parties, the arbitrator is appointed by the minister in charge of the application of the Labour Code from the annotated list of arbitrators.

13.15 The arbitrator deals with the complaint according to the summary procedure, after having received the comments from the parties.

The arbitrator's decision must be motivated and rendered in writing within three (3) weeks of their appointment. The arbitrator sends the decision to the Minister of Health and Social Services and to the parties.

13.16 The decision of the arbitrator is binding on the parties. Except if otherwise indicated in the arbitral award, this decision must be applied within thirty (30) days, unless this is absolutely impossible.

ARTICLE 14

LAYOFF PROCEDURE

I - SPECIAL MEASURES

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

A) As long as there is an equal or greater number of jobs to fill in the same job title and the same status, employees with job security must choose a position in their institution or in another institution by seniority. If they fail to do this, they are deemed to have resigned.

B) If there are fewer jobs to be filled in the same job title and the same status than the number of employees with the same job title and status with job security, the latter choose a position with the same status, by seniority, in their institution or in another institution, in the following order:

1. in the same job title;
2. if there are no available jobs in the same job title, employees choose a position in the same sector of activities providing they meet the normal requirements of the job;
3. if there are no available jobs in the same sector of activities, employees choose a position in another sector of activities providing they meet the normal requirements of the job.

However, the application of the provisions in subparagraphs 2 and 3 cannot have the effect of preventing an employee with job security from choosing a position in her job title. Moreover, the application of the provisions stipulated in subparagraph 3 cannot have the effect of preventing an employee with job security from choosing a position in her sector of activities.

If they fail to make a choice under subparagraphs 1 and 2, the employees are deemed to have resigned.

C) If jobs remain available, employees without job security who hold positions choose a position in their institution or in another institution by seniority. This choice is made in a position with the same status and same job title. Failing this, the choice is made in another job title of the same sector of activities providing they meet the normal requirements of the job. If they fail to make this choice, these employees are deemed to have resigned.

D) When the Employer abolishes a position in a centre of activities, the employee with that job title and status having the least seniority in this centre of activities is affected until the new organizational plan goes into effect. If this employee chooses a position in another institution, she is transferred to the position that she chose in this institution as soon as she is able to begin work there. Meanwhile, the employee with job security is registered on the replacement team in

her institution and the employee without job security is registered with the *service national de main-d'oeuvre* (SNMO) (Provincial Workforce Service) and is entitled to the provisions related to priority of employment.

Employees who are unable to obtain a position are laid off and registered with the SNMO. The employees without job security are entitled to the provisions related to priority of employment.

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

A) As long as there is an equal or greater number of jobs available in the same job title and the same status, employees with job security choose a position by seniority. If they fail to do this, they are deemed to have resigned.

B) If there are fewer jobs to be filled in the same job title and status than the number of employees with job security in this job title and status, these employees choose by seniority whether to remain in the institution or leave it.

However, if the number of employees with job security who choose to remain in the institution is not sufficient to fill the available jobs, they will have to be filled by the employees with the least seniority among those with the same job title and same status who have job security.

When the Employer abolishes a position or closes a centre of activities, and the employee affected has job security and chooses to leave the institution, she is laid off until the new organizational plan goes into effect. If the employee chooses to remain in the institution, she takes the position of the employee with the same job title and the same status having the most seniority in the institution who has chosen to leave. In the event that there are not enough employees who have chosen to leave, she takes the position of the employee with the same job title and the same status who has the least seniority in the institution. If the employee affected by the abolition of the position or the closure of a centre of activities does not have job security, she takes the position of the employee in the same sector of activities and same status with the least seniority in the institution providing she meets the normal requirements of the job. The employee thus affected or the employee who is unable to obtain a position is laid off.

When the organizational plan goes into effect, employees with job security who remain in the institution will have to choose by seniority a position with the same status among the positions to be filled, in the order set out in section B of clause 14.01-1.

If they fail to make a choice, they are deemed to have resigned.

C) If jobs remain to be filled, employees who hold positions and who do not have job security choose a position by seniority. They choose a position with the same status and same job title. Failing this, they choose a position with another job title in the same sector of

activities providing they meet the normal requirements of the job. If they fail to do this, these employees are deemed to have resigned.

Employees who are unable to obtain a position are laid off and are registered with the SNMO. Employees without job security are entitled to the provisions related to priority of employment.

14.02 1- **Total closure of an institution with creation of a new institution or integration of this institution, or part thereof, into one or more other institutions**

A) As long as there is an equal or greater number of jobs available in the same job title and the same status, employees with job security choose a position by seniority in another institution. If they fail to do this, they are deemed to have resigned.

B) If there are fewer jobs to be filled in the same job title and the same status than the number of employees with the same job title and status with job security, the latter choose a position in another institution by seniority in the order set out in section B of clause 14.01-1. If they fail to do this, they are deemed to have resigned.

Until the date on which the institution permanently closes, when the Employer abolishes a position in a centre of activities, it is the employee with that job title and status with the least seniority in that centre of activities who is laid off. If this employee has chosen a position in another institution and the position is vacant, she is transferred to this position. In the event that this employee does not have job security, she takes the position of the employee in the same sector of activities and the same status with the least seniority in the institution providing that she meets the normal requirements of the job. The employee thus affected or the employee who is unable to obtain a position is laid off.

C) If jobs remain to be filled, employees who hold positions and who do not have job security choose a position in another institution by seniority. They can choose a position with the same status and the same job title. Failing this, they exercise their choice in another job title in the same sector of activities providing they meet the normal requirements of the job. If they fail to do this, they are deemed to have resigned.

Employees who are unable to obtain a position are laid off and registered with the SNMO. Employees without job security are entitled to the provisions related to priority of employment.

2- **Total closure of an institution without creation of a new institution or integration into another institution**

Until the date on which the institution permanently closes, when the Employer abolishes a position in a centre of activities, it is the employee with that job title and status who has the least seniority in that centre of activities who is laid off. In the event that this employee does not have job security, she takes the position of the employee in the same sector of activities and the same status with the least seniority in the institution providing she meets the normal requirements of the job. The

employee thus affected or the employee who is unable to obtain a position is laid off.

When the institution closes for good, employees still employed by the institution are laid off and registered with the SNMO. Employees without job security are entitled to the provisions related to priority of employment.

14.03 **Total or partial closure of one or more centres of activities with creation or integration of this or part of this or these centres of activities into one or more institutions which take on the mission previously assumed by this or these centres of activities for the same population.**

When the Employer closes part of a centre of activities, the employees affected are those with the least seniority in the job title and job status concerned.

Employees whose positions are abolished choose a position by seniority in the same job title and job status in another institution depending on the jobs available.

If, however, there are fewer positions to be filled in the same job title and same status than the number of employees with job security whose positions are abolished, the latter choose by seniority between using the bumping and/or layoff procedure or filling a position that is available in another institution. If positions remain available, they are then filled by the employees with job security who have the least seniority.

Employees who refuse this transfer are deemed to have resigned.

If there are not enough jobs available in the same job title and the same status, the bumping and/or layoff procedure applies to the other employees.

14.04 **Merger of institutions**

On the date of the merger, employees are transferred to the new institution.

A) If the organizational plan resulting from the merger of institutions provides for the partial closure of a centre of activities with creation or integration into one or more other centres of activities, the provisions of clause 14.05 apply.

B) If the organizational plan resulting from the merger of institutions provides for the closure of centres of activities without creation or integration into one or more other centres of activities, the provisions of the bumping and/or layoff procedure apply.

C) If the organizational plan resulting from the merger of institutions provides for the closure of centres of activities with the creation or integration into one or more other centres of activities or the merger of centres of activities, the provisions stipulated in clause 14.07 apply.

14.05 **Total or partial closure of one or more centres of activities with creation or integration into one or more other centres of activities**

When the Employer closes part of a centre of activities, the employees affected are those with the least seniority in the job title and job status concerned.

Employees whose positions are abolished choose a position by seniority in the same job title and job status in another centre of activities, depending on the jobs available.

If, however, there are fewer positions to be filled in the same job title and same status than the number of employees with job security whose positions were abolished, the latter choose, by seniority, between using the bumping and/or layoff procedure, or filling a position that is available in another centre of activities. If positions remain available, they are then filled by employees with job security who have the least seniority.

Employees who refuse this transfer are deemed to have resigned.

If there are not enough jobs available in the same job title and the same status, the bumping and/or layoff procedure applies to the other employees.

14.06 **Closure of one or more centres of activities without creation or integration into one or more other centres of activities**

If one or more centres of activities are closed, the bumping and/or layoff procedure applies.

14.07 **Merger of centres of activities**

Employees are transferred in the same job title and the same status to the new centre of activities, depending on the jobs available.

If there are fewer positions to be filled than the number of employees concerned, the positions are filled by seniority, by employees with the same job title and the same status. If they refuse, they are deemed to have resigned.

If there are not enough jobs available in the same job title and the same status, the bumping and/or layoff procedure applies to the other employees.

14.08 In the context of the special measures set out in clauses 14.01 to 14.07, the parties meet at the request of either party to agree, if applicable, on alternatives likely to reduce the impact on employees. They may also agree, by local arrangement, on other conditions for applying clauses 14.05 to 14.07.

14.09 An employee who cannot be transferred to another institution under clauses 14.01 and 14.03, or to another centre of activities under clause 14.05 or to the merged centre of activities under clause 14.07, and the employee who is covered by clause 14.06 are considered, if they have job security, to have applied for all positions which become vacant or are created during the period of advance notice stipulated in clause 14.10, providing that the number of work hours of the position is equivalent to or greater than the number of work hours of their position.

If the position can be granted to two (2) or more employees covered by the first paragraph, the position is then offered to them by seniority and the least senior employee is obliged to accept it, if none of those having more seniority than she accept it.

If the employee cannot occupy her new position immediately after her appointment, this position is considered to be temporarily without an incumbent until she can occupy it, which must not be any later than the end of the period of advance notice stipulated in clause 14.10.

If an employee covered by the first paragraph refuses the position that is offered to her according to the procedure stipulated above, she is deemed to have resigned.

14.10 In the cases set out in clauses 14.01 to 14.04, the Employer gives the SNMO, the Provincial Joint Committee on Job Security, the Union and the employee at least four (4) months' notice in writing.

In the cases set out in clauses 14.05 to 14.07, the Employer gives the Union and the employee at least two (2) months' notice in writing.

Except for the employee, this notice includes the name, address and job title of the employees concerned. The notice to the SNMO also includes the telephone number of the employees concerned.

The notice sent to the Union also includes the following information:

- the expected timeline;
- the nature of the reorganization;
- any other relevant information about this reorganization.

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

14.11 The transfer of employees caused by the application of clauses 14.01 to 14.07 are made within a radius of seventy (70) kilometres of their home base or of their residence.

However, an employee transferred outside a radius of fifty (50) kilometres of her home base or of her residence, is entitled to the mobility premium set out in clause 15.11 and the moving expenses set out in Appendix 7, if applicable.

To be entitled to these reimbursements, the move must take place no later than six (6) months after the date the employee begins work in the new position.

14.12 For the purpose of applying this article, the word "institution" includes community services.

14.13 An institution which assumes and/or creates one or more new centres of activities cannot hire outside applicants if this would have the effect of depriving employees in one or more centres of activities that are closing of a job in the new institution or in the new centre of activities.

An employee transferred under the provisions of clauses 14.01, 14.02 and 14.03 takes her seniority with her to her new Employer.

In the case where, after applying the relevant legislative provisions, the transferred employee finds herself in a group of non-unionized employees, each employee thus transferred is governed, in the absence of regulations covering her, by the provisions of the collective agreement, for matters negotiated at the provincial level, insofar as they are applicable individually, as an individual work contract, until such a time as there is a collective agreement in that institution.

14.14 For the purpose of applying the measures set out herein, the personnel movements are done by status.

In the case of a part-time employee, these provisions apply for positions with a number of hours equivalent to or greater than the number of hours of the position she holds.

14.15 An employee with job security who, as a result of the application of the measures set out in clauses 14.01-1, 14.01-2 and 14.02-1, chooses a position in another job title, may obtain it if she meets the normal requirements of the job.

14.16 At the end of the period of advance notice, employees who are laid off must avail themselves of the bumping and/or layoff procedure, if the measure provides for it, before benefiting from the provisions of Article 15, if applicable.

14.17 **Abolition of one or more positions**

If one or more non-vacant positions are abolished, the Employer gives the Union at least four (4) weeks' notice in writing, indicating the position or positions to be abolished. This notice may also include any other information relevant to the abolition. At the request of either party, the parties may meet in order to agree on alternatives likely to reduce the impact on employees, if applicable.

The bumping and/or layoff procedure applies.

II - BUMPING AND/OR LAYOFF PROCEDURE

14.18 The bumping and/or layoff procedure to be negotiated and agreed to at the local level:

- must take into account the employees' seniority;
- must take into account the employees' status;
- must take into account the employee's capacity to meet the normal requirements of the job;
- must not result in the layoff of an employee with job security as long as an employee without job security can be laid off, on the basis of the three (3) preceding principles.

Unless the parties have agreed otherwise by local arrangement, the bumping is done in a radius of fifty (50) kilometres of the home base or the residence of the employee concerned. When no possibility of bumping exists for the employee within this fifty (50) kilometre radius, the radius that is applied is seventy (70) kilometres.

In all cases, an employee who bumps outside a fifty (50)-kilometre radius from her home base or her residence is entitled to the mobility premium

and moving expenses, if any. In order to be entitled to these reimbursements, the move must take place no later than six (6) months following the date the employee begins work in her new position.

14.19 The salary of an employee who bumps an employee who holds a position with a lesser number of hours than that of the position she held is set proportionally to her work hours.

14.20 Subject to provisions to the contrary in this article, an employee who is reassigned to another position, under the provisions of this article, does not suffer a reduction in the salary stipulated for her job title.

14.21 If, following the application of the bumping and/or layoff procedure, employees covered by clauses 15.02 or 15.03 are effectively laid off, these employees are reassigned to another job according to the mechanisms set out in Article 15. As for other employees, they are registered with the SNMO and are entitled to the provisions related to priority of employment.

Definition of radius

14.22 For the purpose of applying this article, the radius of fifty (50) or seventy (70) kilometres, depending on the case, is calculated by road (being the normal route) taking the home base where the employee works or her residence as the centre.

ARTICLE 15

JOB SECURITY

15.01 An employee covered by clause 15.02 or 15.03 who is laid off as a result of the application of the bumping and/or layoff procedure, a special measure set out in Article 14 or following the total closure of her institution or the total destruction of her institution by fire or otherwise, is entitled to the provisions stipulated in this article.

15.02 An employee with less than two (2) years of seniority and who is laid off is governed by the rules that apply to employees on the availability list. She is registered with the *service national de main-d'œuvre* (Provincial Workforce Service) (SNMO) and is entitled to priority of employment in the health and social services sector. She is reassigned, according to the mechanisms set out in this article, to an available position for which the institution would have to hire an outside candidate.

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

An employee does not accumulate sick-leave days, vacation days or statutory holidays while waiting to be reassigned.

Moreover, this employee does not receive any indemnity during this waiting period and she is not entitled to the mobility premium, moving and living expenses or the severance pay set out in this article.

15.03 An employee with two (2) years or more of seniority who is laid off is registered with the SNMO and is entitled to the job security plan as long as she has not been reassigned to another position in the health and social services sector according to the procedures set out in this article. She is also registered on the replacement team of the institution.

The job security plan includes the following benefits only:

1. A reassignment in the health and social services sector.
2. The continuation of the following benefits:
   a) standard life insurance plan;
   b) basic drug insurance plan;
   c) salary insurance plan;
   d) pension plan;
   e) accumulation of seniority according to the terms of this collective agreement and this article;
   f) annual vacation;
   g) transfer of her sick-leave days and vacation days accumulated at the time of her reassignment to the new Employer, minus the days used during her waiting period. if applicable;
   h) parental rights set out in Article 22.
3. A layoff allowance.

   The layoff allowance must be equivalent to the salary stipulated for the job title of the employee or to her salary outside the scale, if applicable, at the time of her layoff. In the case of a part-time employee, the layoff allowance is equivalent to the average weekly salary for the hours worked in the course of the last twelve (12) months of service. However, this allowance cannot be lower than the salary corresponding to the regular hours[1] of the position she held when she was laid off.

   The premiums for evenings and nights, split shifts and inconveniences not suffered are excluded from the basis for calculating the layoff allowance.

   The allowance is adjusted on the date of statutory increase and on the date of change of echelon, if any.

   Union dues continue to be deducted.

   The employee ceases to receive her layoff allowance as soon as she is reassigned in the health and social services sector or as soon as she has a job outside of this sector.

---

1 For the purpose of the application of this article, the regular hours of a part-time position correspond to the average weekly number of hours stipulated when it was filled under the provisions for voluntary transfers to which is added, if applicable, the average weekly number of other hours worked in the said position by the employee who holds the position or by another employee in the course of the last twelve (12) months. However, the hours worked in an assignment of limited duration or to meet a temporary work overload and those worked as overtime are excluded from the calculation. If the part-time position was created less than twelve (12) months ago, the average is calculated on the basis of the number of weeks that have elapsed since its creation.

The employee who, on her own initiative, between the time she is effectively laid off and her reassignment notice, finds employment outside the health and social services sector or who, for personal reasons, decides to leave this sector permanently, and submits her resignation in writing to her Employer, is entitled to an amount equivalent to six (6) months of layoff allowance as severance pay.

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

1. an employee who is laid off;
2. an employee on an authorized leave without pay after the thirtieth (30th) day from the start of the absence, with the exception of absences stipulated in clauses 22.05, 22.15, 22.19, 22.19A, 22.21A and 22.22A;
3. an employee on a leave due to illness or accident after the ninetieth (90th) day from the start of the leave, excluding employment injuries and occupational diseases recognized as such by the *Commission des normes, de l'équité, de la santé et de la sécurité du travail.*

15.05 **Replacement team**

1. The replacement team is composed of employees who have been laid off and who are entitled to job security as stipulated in clause 15.03. The replacement team is used to fill positions temporarily without their incumbents, to meet temporary work overloads, to perform work of a limited duration or for any other reason agreed upon locally by the parties, providing that the employees meet the normal requirements of the job.

   When an employee works in a replacement, she is entitled to the provisions of the collective agreement. However, in this case, her remuneration may not be less than the layoff allowance stipulated in clause 15.03.

2. An employee may also be temporarily assigned to a comparable part-time position, vacant or newly-created, for which she meets the normal requirements of the job, with a number of hours that is less than the regular number of hours of the position she held. For the term of the assignment, the position is not posted and is not subject to the provisions for voluntary transfers.

   The employee thus assigned temporarily continues to be covered by the provisions of this article. She remains registered on the replacement team to complete her workweek.

3. The assignment of employees on the replacement team is conducted by inverse order of their seniority and in a comparable position. Employees registered on the replacement team have priority of assignment over the employees on the availability list.

   However, any assignment to a full-time position must be granted in priority to a full-time employee, regardless of the seniority of part-time employees.

4. An employee on the replacement team cannot refuse the assignment proposed by the Employer. However, she can be unavailable two (2) days per week. The Employer informs the employee at least seven (7)

days in advance of the date of these two (2) days off. An employee who refuses the proposed assignment is deemed to have resigned.

5. The Employer may assign an employee on the replacement team to an assignment granted to an employee on the availability list when they have notified the latter that her assignment would end on this date.

6. During the first twelve (12) months which follow the date of her layoff, the Employer can assign an employee on the replacement team beyond the fifty (50) kilometre radius, but cannot exceed seventy (70) kilometres from her home base or her residence.

   Following the twelve (12)-month period after the date of her layoff, the Employer may assign the employee on the replacement team beyond the seventy (70) kilometre radius from her home base or her residence.

   The following conditions apply to these assignments:

   a) the employee is paid the travel and living expenses stipulated in Article 26 (travel allowances)

   b) the employee can only be assigned for a replacement of a minimum of five (5) workdays;

   c) the employee can only be assigned for a short replacement period (a maximum of one (1) month), limiting the number of assignments to a maximum of four (4) non-consecutive assignments per year,

   d) the employee cannot be maintained on such an assignment and must be reassigned to a replacement within the fifty (50) or seventy (70) kilometre radius, as the case may be, as soon as such a replacement is available, notwithstanding the seniority rules set out in subparagraph 3 of clause 15.05;

   e) the replacement outside the radius of fifty (50) or seventy (70) kilometres, as the case may be, is only used on an exceptional basis.

Reassignment procedure

15.06 An employee is reassigned to a position for which she meets the normal requirements of the job taking into account the seniority which applies in the replacement zone. The requirements must be pertinent and related to the nature of the duties.

During the first twelve (12) months following the date of the employee's layoff, the applicable replacement zone is fifty (50) kilometres. After that period, the applicable replacement zone is seventy (70) kilometres.

The replacement zone is a geographic area that is determined by a fifty (50) kilometre or a seventy (70) kilometre radius, depending on the case, by road (using the normal route), with either the home base or where the employee works or her residence as the centre.

15.07 The priority in granting a full-time position is given to a full-time employee regardless of the seniority of part-time employees.

15.08 The reassigned employee does not suffer a reduction in salary in relation to the job title she held at the time she was laid off. An employee may accept a part-time position composed of a lesser number of hours than that of the position she held if she so wishes. In this case, her salary will be proportional to her work hours.

15.09 **Reassignment in a comparable position**

1. A full-time employee covered by clause 15.03 is considered to have applied for any comparable position with the same job status which becomes vacant or is newly created in the institution where she is an employee in the applicable replacement zone based on the period that has elapsed since the date of her layoff and for which she meets the normal requirements of the job. In the case of a part-time employee, this application applies for any comparable position for which she meets the normal requirements of the job in the applicable replacement zone based on the period that has elapsed since the date of her layoff with an equal or greater number of hours than the regular number of hours in the position the employee held.

   If she is the only applicant or the applicant with the most seniority, she is granted the position. If she refuses it, she ceases to be entitled to the provisions of this article and is deemed to have resigned.

2. If the seniority of another applicant for this position is greater than that of the employee covered by clause 15.03, the Employer grants the position to another applicant according to the provisions on voluntary transfers, providing that this applicant frees up a comparable position accessible to the employee covered by clause 15.03 who has the most seniority.

   In the opposite case, the position is granted to the employee covered by clause 15.03 who has the most seniority. If she refuses, she ceases to be entitled to the provisions of this article and is deemed to have resigned.

3. An employee who obtains a position in accordance with this clause cannot decide to reintegrate the replacement team, but must do so at the Employer's request, without prejudice to her acquired rights.

4. The rules stipulated in the preceding paragraphs apply to the other vacancies created by a promotion, transfer, or demotion, until the end of the process in accordance with the provisions on voluntary transfers.

5. In the event that the position to be granted to the employee covered by clause 15.03 is located more than fifty (50) kilometres from her home base and her residence, the following provisions apply:

   a) An employee may refuse the position when there is another employee, covered by clause 15.03, with less seniority, who meets the normal requirements of the job and for whom it is a comparable position in the applicable replacement zone based on the period elapsed since the date of her layoff. In this case, the position is granted to the latter.

   b) If there is more than one position to be granted, the employee is reassigned to the position which is located in the place most advantageous for her.

c) Her reassignment to such a position can be waived if the expected replacement needs guarantee the employee continuous work and if a comparable vacant position in the institution and located in the applicable replacement zone based on the period elapsed since the date of her layoff, may become available in the foreseeable future.

15.10 **Reassignment in an available and comparable position**

1. An employee who is covered by clause 15.03 is obliged to accept any available and comparable position that is offered to her in the applicable replacement zone based on the period elapsed since the date of her layoff. However, an employee covered by clause 15.03 may refuse the position offered when there is another employee, covered by the same clause, with less seniority in the applicable replacement zone based on the period elapsed since the date of her layoff, who meets the normal requirements of the job and for whom it is a comparable position.
2. If comparable and available positions simultaneously exist in the applicable replacement zone based on the period elapsed since the date of her layoff, the employee is reassigned to a position which is located in the place most advantageous for her. However, in specific cases, this rule can be overruled by the SNMO, subject to the approval of the *comité paritaire national sur la sécurité d'emploi* (CPNSE) (Provincial Joint Committee on Job Security) or by the CPNSE
3. The offer must be made to the employee with the least seniority in writing, giving her five (5) days to make her choice.
4. A part-time employee is reassigned to an available and comparable position providing that the number of hours of this position is equivalent or greater than the regular number of hours of the position she held when she was laid off.
5. A full-time employee who is reassigned on an exceptional basis to a part-time position does not incur any loss of salary compared to the salary for the job title she had prior to her layoff.
6. The Employer may suspend the reassignment to another institution of an employee on the replacement team who so requests if foreseeable replacement needs ensure the employee continuous work and if a vacant and comparable position may become available in the institution within a given period of time.
7. An employee who is offered a position in accordance with the terms and conditions of application described above may refuse such a position. If she refuses, she ceases to be entitled to the provisions of this article and is deemed to have resigned, subject to the choices she is entitled to make according to the preceding paragraphs.

15.11 **Miscellaneous provisions**

1. The SNMO can force an employee affected by the complete closure of an institution, due to a fire or other reason, to move if there is no other institution in the applicable replacement zone set out in clause 15.06. The SNMO can also force an employee to move if there are no available and comparable positions in the applicable replacement zone set out in clause 15.06. If she refuses, she is deemed to have resigned.

In such a case, the employee moves as close as possible to her former home base or residence, and she is entitled to the mobility premium, stipulated in subparagraph 8 in this clause and, if need be, to the moving expenses stipulated in Appendix 7.

2. The reassignment of an employee covered by clause 15.03 to a position in another region cannot prevent an employee covered by clause 15.03 in that region from obtaining a comparable position with the same status.

3. The reassigned employee takes her seniority and all the rights conferred on her by this collective agreement to her new Employer, except the privileges acquired under Article 28, which are not transferable.

4. In the case where a collective agreement does not exist with the new Employer, each reassigned employee is governed, in the absence of regulations governing her, by the provisions of this collective agreement, insofar as they are individually applicable, as if it was an individual work contract, until there is a collective agreement in the institution.

5. An employee must meet the normal requirements of the job for any position to which she is reassigned. It is incumbent upon the new Employer to prove that the employee reassigned by the SNMO cannot meet the normal requirements of the job.

6. An employee who is covered by clause 15.03 may request to be reassigned to a position that is not comparable in her institution for which she meets the normal requirements of the job.

7. An employee covered by clause 15.03 may accept a job outside the applicable replacement zone based on the period elapsed since the date of her layoff. This employee receives a written notice and has five (5) days to make her choice. A copy of the notice is sent to the Union.

   An employee who accepts a job outside the seventy (70) kilometre radius from her home base or her residence receives a mobility premium equal to a three (3)-month layoff allowance and the moving expenses set out in Appendix 7, if applicable.

8. Subject to subparagraph 7, any employee covered by clause 15.03 who is reassigned outside the fifty (50) kilometre radius from her home base or her residence is entitled to a mobility premium equal to a three (3)-month layoff allowance, and if she must move, to the moving expenses set out in Appendix 7.

15.12 **Available position**

1. For the purpose of applying this article, a full-time position or part-time position is considered to be available when no applicant has applied or when none of the employees who applied meets the normal requirements of the job, or when the position should be granted, under the provisions on voluntary transfers, to an applicant who holds a part-time position and who has less seniority than the employee registered with the SNMO who has the most seniority.

2. No institution may resort to an employee who holds a part-time position and who has less seniority than the employee registered with the SNMO who has the most seniority or hire an outside applicant for an available position as long as there are employees covered by clause 15.03, and

registered with the SNMO, who meet the normal requirements of the job for such a position.

3. An available position may not be filled during the waiting period for the candidate referred by the SNMO. At the Union's request, the Employer informs the Union of the reason why the position is not temporarily filled.

4. The Employer cannot appoint an employee to an available position as long as the institution is waiting for an employee referred by the SNMO. The latter has ninety (90) days to refer an employee.

15.13 **Comparable position**

For the purpose of applying this article, a position is considered to be comparable if the position offered under the preceding paragraphs is included in the same sector of activities as that of the employee who left.

The sectors of activities are the following:

1. nurse;
2. graduate technician;
3. para-technical services;
4. auxiliary services;
5. clerical employees;
6. trades;
7. personnel assigned to social work (social aides, social assistance technicians and contributions technicians);
8. personnel assigned to education and/or rehabilitation (educators or specialized education technicians);
9. licensed practical nurse;
10. professional.

For the purpose of reassignment to a position, the employee can apply, if she wishes and providing that she meets the normal requirements of the job, for a position in a job title in another sector of activities than her own.

15.14 **Retraining**

1. For the purpose of reassignment in the health and social services network, the SNMO can offer retraining to employees who are covered by clause 15.03 and who do not have many possibilities for reassignment.

   Retraining of an employee with job security and registered with the SNMO designates any training process, academic or otherwise, which enables her to acquire the skills and/or knowledge required to work in her job title or another job title.

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

   - that the employee meet the requirements of the school that offers the course;

- that an available position may be offered in the short term to the retrained employee.

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

   - an employee is not obliged to accept a reassignment during her retraining period;

   - an employee is not obliged to accept a reassignment if the latter is incompatible with the activities stipulated in her retraining programme;

   - tuition fees are not at the expense of the employee;

   - an employee who has completed a retraining programme is subject to the rules for reassignment in both her job title and in the job title for which she was retrained;

   - for the purpose of reassignment, the employee who has completed her retraining period is considered to be in the job title for which she was retrained;

   - an employee may refuse an offer to be retrained with a valid reason; failing this, she ceases to be entitled to the provisions of this article and is deemed to have resigned.

15.15 ***Service national de main-d'œuvre*** **(Provincial Workforce Service) (SNMO)**

1. A provincial workforce service (SNMO) is set up. This service is under the responsibility of the *Comité patronal de négociation du secteur de la santé et des services sociaux* (CPNSSS).

2. This service coordinates the reassignment of laid-off employees, in accordance with the rules set out in this article.

3. This service assumes the responsibility for the implementation of retraining programmes. The SNMO takes into account the recommendations of the Provincial Joint Committee on Job Security (CPNSE).

4. Institutions agree to:

   - send the SNMO the required information concerning employees to be reassigned;

   - send the SNMO the required information concerning the available part-time and full-time positions;

   - accept all candidates referred by the SNMO;

   - cancel any appointment to a position following a decision of the CPNSE or its chairperson.

5. At the end of each financial period, the SNMO sends the representatives of the CPNSE all the information related to the accomplishment of its mandates, in particular:

   - the list of available positions;

   - the list of employees covered by clauses 15.02 and 15.03, including the information which appears on the registration sheet, specifying the following situations:

     - the employees registered during the accounting period;

- the employees removed from the list during the accounting period, the reason for their removal and the name of the institution to which they were reassigned;
- the employees still not reassigned.

6. The SNMO also sends all the information related to the reassignment in writing to the representatives of the CPNSE, the institutions concerned, the unions concerned and the employees covered by clause 15.03 in the same sector of activities who have more seniority than the reassigned employee.
7. The SNMO can reassign an employee covered by clause 15.03 to the replacement team in another institution, in which case she changes employer, if she cannot be assigned in her own institution on account of its closure, change of mission or any other situation which results in a significant drop in the need for personnel in her sector of activities.

The conditions for reassignment are agreed upon at the CPNSE.

In the event that the parties on the CPNSE cannot agree on such conditions, the maximum number of employees of an institution concerned who can be reassigned to the replacement team of each institution of the region not targeted to be closed or to change missions is determined according to the following formula:

$$\frac{\text{Total number of hours worked by employees on the replacement team and the availability list of the receiving institution, per sector of activities}}{\text{Total number of hours worked by employees on the replacement team and the availability list of all the institutions of the region, excluding those targeted to be closed or to change missions, per sector of activities}} \times \text{Total number of employees to reassign per sector of activities}$$

The data used is the data of the fiscal year preceding the reassignment to the replacement team.

Once the proportion is determined, the number of employees who can be reassigned to a replacement team of the institutions of the region is rounded up to the next whole number when the result is a fraction.

The choice of the institution is made by seniority, at a date agreed upon by the local parties, before the application of the special measure. An employee cannot choose an institution in which no employee holds a position in her sector of activities.

15.16 **Recourse**

An employee covered by clause 15.03 who believes that she has been wronged by a decision of the SNMO may request that her case be examined by the CPNSE by sending a written notice to this effect within ten (10) days of the transmission by the SNMO, under subparagraph 6 of clause 15.15 SNMO, of the information concerning a reassignment or within ten (10) days

following the retransmission of the information concerning the SNMO's assessment of the reasons for her refusal to accept the retraining offered.

The CPNSE has ten (10) days from receiving the notice or any other period of time agreed upon by the Committee to rule on the dispute.

A unanimous decision by the CPNSE is sent in writing to the SNMO, the employees, the unions and the institutions concerned. The decision rendered by the Committee is final and binding on all parties concerned.

When the members of the CPNSE do not succeed in settling the dispute, they agree on the choice of an arbitrator. Failing agreement on such a choice, they are appointed by the Minister of Labour, Employment and Social Solidarity. The arbitrator's fees and expenses are borne equally between the employer party and the union party.

The arbitrator must send written notice to the parties on the CPNSE, the SNMO, the employees, the unions and institutions concerned, notifying them of the place, date and time that they intend to hear the appeal. The arbitrator has twenty (20) days from receiving the case to hear the appeal.

The arbitrator holds the hearing and hears any witnesses and any arguments submitted by the parties (FIQ and SNMO) and by any interested party.

Should either of the duly summoned parties involved fail to be present or represented on the date of the hearing, the arbitrator may proceed despite the absence.

The arbitrator has fifteen (15) days from the date set for the hearing to render a decision. This decision must be motivated and rendered in writing.

The arbitrator's decision is final and binding on all the parties concerned.

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

It is understood that the arbitrator may not add, remove or amend anything in the text of the collective agreement.

If the arbitrator reaches the conclusion that the SNMO did not act in accordance with the provisions of the collective agreement, they may:

- cancel a reassignment;
- order the SNMO to reassign the wronged employee according to the provisions of the collective agreement;
- render a decision on the assessment of the reasons for refusing retraining;
- deal with any complaint filed over a reassignment involving moving;
- issue orders binding on the parties concerned.

15.17 **Provincial Joint Committee on Job Security (CPNSE)**

1. A provincial joint committee on job security (CPNSE) is created. It is formed of three (3) representatives from the FIQ and three (3) representatives from the CPNSSS. If the issue to be dealt with concerns more than one labour organization, the CPNSE is expanded, and meets in the presence of three (3) representatives from each of the labour organizations concerned.

Ms Nathalie Faucher[1] is appointed as chairperson. She only participates in the meetings of the CPNSE when they are not unanimous in a decision to render under subparagraphs 3 and 4 or if there is no agreement at the CPNSE on the admissibility of a dispute regarding the special measures.

2. The mandates of the CPNSE are to:

   a) audit the application of the rules set out in the collective agreement for the SNMO's reassignment of employees covered by clause 15.03;

   b) settle a dispute over a decision rendered by the SNMO;

   c) cancel any appointment if the reassignment procedure in an available and comparable position has not been followed;

   d) identify solutions in cases where:

      - employees covered by clause 15.03 were, in the first six (6) months following their layoff, used for less than 25% of the number of hours that served to calculate their layoff allowance;

      - employees covered by clause 15.03 were not reassigned during the first twelve (12) months of their layoff;

      - difficulties arise in reassigning an employee on account of the replacement zone;

   e) analyze retraining possibilities for employees covered by clause 15.03 for whom there are few reassignment possibilities, discuss the amounts to be allotted and, if need be, identify the selection criteria. The CPNSE submits its recommendations to the SNMO;

   f) discuss any question regarding the job security plan which falls within its mandate.

3. At the request of a union or of an employer, the CPNSE rules on any dispute regarding the conditions that apply in the case of a special measure not stipulated in the collective agreement or any dispute regarding the choice of the applicable provision among those stipulated in clauses 14.01 to 14.07. In the latter case, the dispute must concern more than one (1) bargaining unit.

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

   If there is no agreement on the CPNSE regarding the admissibility of the request concerning a dispute, the chairperson decides. In the event that the CPNSE or, failing that, the chairperson decides that the CPNSE can consider the dispute, the foreseen measure is suspended until the decision is rendered.

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

   The CPNSE determines, if necessary, the rules that apply in the case of a special measure not stipulated in the collective agreement or when different rules are not reconcilable.

---

1 When she is unable to act, Mr. Claude Martin is appointed as a substitute.

4. At the request of one or the other of the parties at the CPNSE, it meets in order to:

   a) agree upon means needed to:

      - render any decision that results in the local parties, by agreement or otherwise, being exempt from the obligations incumbent upon them regarding available positions for employees covered by clause 15.03;

      - render decisions at the regional level which could go against the provisions of the job security plan;

   b) verify, if necessary, the possibility of reconciling the rules stipulated for the reassignment of employees covered by clause 15.03 when more than one labour organization is involved and when the reassignment rules are not reconcilable, examine the reassignment of these employees;

   c) examine the validity of a registration with the SNMO of an employee covered by clause 15.03.

5. Any unanimous decision of the CPNSE rendered in the application of subparagraphs 3 and 4 is final and binding on all the parties. If there is no agreement on the CPNSE, the chairperson rules and their decision must be rendered in writing within fifteen (15) days of the CPNSE meeting; it is final, without appeal and binding on all parties concerned. The chairperson has all the powers conferred on an arbitrator according to the terms of Article 11 of the collective agreement. It is understood that the chairperson of the CPNSE cannot add, remove or amend the provisions of the collective agreement except in the following cases:

   - the special measure was not stipulated;

   - they were incapable of reconciling the provisions of the various collective agreements regarding the special measures when the replacement rules are not reconcilable under subparagraph 4 b).

   In these cases, the chairperson can determine the rules that apply and her decision constitutes a ruling on a specific case.

6. In the event one or the other of the parties concerned, duly convened, fails to attend a meeting of the CPNSE, the latter or, if not, the chairperson, can proceed despite the absence.

7. The fees and expenses of the chairperson of the CPNSE are borne equally between the employer party and the union party.

8. The CPNSE establishes the rules necessary for its proper functioning. All the decisions of the committee must be taken unanimously.

15.18 If an employee contests a decision issued by the SNMO involving a move and does not begin work in her new job, she ceases to receive the allowance as of the fiftieth (50th) day following the notice sent by the SNMO indicating the place of her new employment.

The CPNSE or, failing unanimity, the arbitrator deals with all the complaints filed by an employee with regard to a reassignment which involves moving.

If the employee wins the case, the arbitrator will order, if applicable, the reimbursement of expenses incurred by the employee after she starts work with her new Employer or the reimbursement of the loss of income that she suffered if she did not begin work.

15.19 An employee covered by clause 15.03 who contests a decision taken by the SNMO involving a move is entitled to the subsistence allowances under the terms and conditions stipulated in the *Conseil du trésor* regulations, providing she occupies the position within the period of time stipulated in the notice from the SNMO.

The final move of the employee and, if applicable, of her dependents, cannot take place however before the CPNSE's or the arbitrator's decision is rendered.

An employee who, while contesting a decision of the SNMO involving a move on her part, decides to take the position offered after the date set by the SNMO, is not entitled to the subsistence allowance stipulated in the *Conseil du trésor* regulations.

General provisions

15.20 The Minister of Health and Social Services provides the funds necessary for the administration and application of the job security plan according to the terms of this article.

15.21 For the purpose of applying this article, the health and social services sector includes all the centres managed by public institutions as defined by an Act respecting health services and social services (CQLR c.S-4.2), the private subsidized institutions under this act and all organizations which supply services to an institution or to the beneficiaries in accordance with this act and is declared by the government to be attached to an institution as understood by an Act respecting health services and social services as well as, for this purpose only, the health and social services agencies, the Cree Board of Health and Social Services of James Bay, the *Régie régionale de la santé et des services sociaux du Nunavik*, and for that purpose only, the *Institut national de santé publique du Québe*c and the bargaining units already covered by the current job security plan of the *Corporation d'Urgences-santé*.

ARTICLE 16

BUDGET DEVOTED TO HUMAN RESOURCES DEVELOPMENT

16.01 From April 1 to March 31 of each year, the Employer devotes an amount equivalent to 1.34% of the wage bill[1] for human resources development for all employees in the bargaining unit.

16.02 If, in the course of one year, the Employer does not commit the entire amount thus determined, the remaining amount is added to the amount which must be assigned to these activities the following year.

1 The wage bill is the amount paid, for the preceding fiscal year, as regular salary, as regular salary, leaves without pay, sick leaves and salary insurance, to which are added the fringe benefits paid in the form of percentages (vacation, statutory holidays, sick-leave days and salary insurance, if any) to part-time employees, as defined and appearing in the annual financial report produced by the institution.

ARTICLE 17

LEAVES WITHOUT PAY AND PART-TIME LEAVES WITHOUT PAY

17.01 **Leave without pay**

An employee retains and accumulates her seniority during a leave without pay that does not exceed thirty (30) days.

17.02 The following conditions apply to a leave without pay of more than thirty (30) days:

a) Seniority

An employee retains the seniority she had at the time of her departure on leave. However, in the case of a leave without pay or part-time leave without pay for studies in the field of nursing and cardio-respiratory care, the employee retains and accumulates her seniority. Moreover, in the case of a leave without pay or part-time leave without pay to teach in a school board, a CEGEP or a university in a field related to her profession, the employee accumulates her seniority for a maximum of twelve (12) months.

b) Group insurance

An employee is not entitled to the group insurance plan during her leave without pay. When she returns, she may be readmitted to the plan. However, subject to the provisions of clause 23.15, her participation in the basic drug insurance plan is compulsory and she must pay all the premiums and contributions necessary to this effect herself.

An employee may maintain her participation in the other group insurance plans by paying all the premiums and contributions necessary to this effect herself, subject to the clauses and stipulations of the insurance contract in force.

c) Experience

An employee on leave without pay to teach in a sector related to her profession will have the time spent in a school board, a CEGEP or a university, credited as acquired experience, for salary purposes, up to a maximum of twenty-four (24) months, when she returns to the Employer.

An employee who is entitled to a leave without pay for studies in the field of nursing and cardio-respiratory care cannot obtain recognition for more than twenty-four (24) months of experience, providing she has at least two (2) years of service in the health and social services sector at the time of her departure for studies.

d) Exclusion

During her leave without pay, an employee is not entitled to the benefits of the collective agreement, nor can she acquire or accumulate rights or advantages liable to give her any benefit whatsoever upon her return, except if expressly stipulated in this clause and providing the local parties agree to this with regard to a matter which falls under their jurisdiction and subject to her right to claim previously acquired benefits.

17.03 **Part-time leave without pay**

A full-time employee who avails herself of the provisions of this clause is deemed to be a part-time employee and is governed, for the length of her part-time leave without pay, by the provisions that apply to part-time employees. Except for a part-time leave without pay for the purpose of pre-retirement, an employee is entitled to the life insurance plan as if she was a full-time employee for a maximum of fifty-two (52) weeks.

In the case of a part-time leave without pay to teach in a sector related to her profession or for studies in the nursing and cardio-respiratory care sector, an employee cannot obtain recognition for more than twenty-four (24) months of experience, providing she has at least two (2) years of service in the health and social services sector.

17.04 **Pension plan**

An employee on leave without pay is governed, as regards to her pension plan, by the provisions of an Act respecting the government and public employees retirement plan (RREGOP). In the case of a part-time leave without pay of more than twenty percent (20%) of a full-time position and a leave without pay of more than thirty (30) days, an employee may maintain her participation in her pension plan subject to the payment of the required contributions.

Leave without pay to work in a northern institution

17.05 After agreement with her Employer, an employee recruited to work in one (1) of the following institutions:

- *Côte Nord (09);*
  - *Centre intégré de santé et de services sociaux de la Côte-Nord;*
  - *CLSC Naskapi;*
- Northern Quebec (10);
  - *Centre régional de santé et de services sociaux de la Baie-James;*
- Nunavik (17);
  - *Centre de santé Tulattavik de l'Ungava;*
  - *Inuulitsivik Health Centre;*
- Cree Territory of James Bay (18);
  - Cree Board of Health and Social Services of James Bay;

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

After agreement with her initial Employer, this leave without pay may be extended for one or more periods up to a maximum of forty-eight (48) months in total.

17.06 The following conditions apply to the leave without pay:

a) Seniority and experience

Seniority and experience acquired during this leave without pay are credited to the employee upon her return.

b) Annual vacation

The Employer pays the employee the amount corresponding to the number of days of annual vacation accumulated at the date of her departure on leave.

c) Sick-leave days

Sick-leave days accumulated at the time when the leave begins are credited to the employee and they cannot be paid in cash, except those paid in cash each year under the salary insurance plan.

However, if an employee leaves her job, or if, at the end of her leave without pay, she does not return to her Employer, sick-leave days may be paid in cash at the salary rate in force at the beginning of the employee's leave without pay, according to the quantum and conditions stipulated in the collective agreement in force at the beginning of the employee's leave without pay.

d) Pension plan

An employee on leave without pay suffers no prejudice to her pension plan if she returns to work within the authorized period.

e) Group insurance

An employee is no longer entitled to the group insurance plan during her leave without pay. However, she is covered by the plan that is in effect in the institution where she works from the date she starts work.

f) Exclusion

During her leave without pay, an employee is not entitled to the benefits of the collective agreement, nor can she acquire or accumulate rights or advantages liable to give her any benefit whatsoever upon her return, except if expressly stipulated in this clause and subject to her right to claim previously acquired benefits.

g) Return

An employee can return to her position with her initial Employer providing she notifies the Employer in writing at least thirty (30) days in advance.

However, in the event that the position the employee held at the time of her departure no longer exists, the employee must use the provisions of the bumping and/or layoff procedure stipulated in Article 14.

If an employee fails to use the above-mentioned mechanisms when it is possible for her to do so, she is deemed to have resigned.

h) Right to apply for a position

The employee can apply for a position and obtain it according to the provisions of the collective agreement providing she can begin work within thirty (30) days of her appointment.

ARTICLE 18

LEAVE WITH DEFERRED PAY PLAN

18.01 **Definition**

The purpose of the leave with deferred pay plan is to enable an employee to have her salary spread out over a specific period, in order to benefit from a leave. Its purpose is not to provide benefits during retirement or to postpone the payment of income taxes.

This plan contains a period of contribution by the employee on the one hand, and a period of leave on the other.

18.02 **Length of the plan**

The length 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 following the application of the provisions stipulated in subparagraphs f, g, j, k and l of clause 18.06. However, the length of the plan, including the extensions, cannot exceed seven (7) years under any circumstances.

18.03 **Length of the leave**

The length of the leave may be from six (6) to twelve (12) consecutive months as stipulated in subparagraph a) of clause 18.06, and it 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 following the date on which the plan began. Failing this, the pertinent provisions of subparagraph n) of clause 18.06 apply.

An employee, during her leave, is not entitled to the benefits of the collective agreement, nor can she acquire or accumulate rights or advantages giving her any benefit whatsoever when she returns, except if expressly stipulated in this article and subject to her right to claim previously acquired benefits.

During her leave, the employee may not receive any other remuneration from the Employer, or another person or corporation with whom the Employer has a relation of dependence, other than the amounts corresponding to a percentage of her salary as stipulated in subparagraph a) of clause 18.06, plus the amounts, if any, which the Employer must pay for fringe benefits by applying clause 18.06.

18.04 **Eligibility**

An employee may be entitled to the leave with deferred pay plan after making a request to the Employer who may not refuse without valid reason. The employee must meet the following conditions:

a) hold a position;

b) have completed two (2) years of service;

c) make a written request specifying:

- the length of participation in the leave with deferred pay plan;
- the length of the leave;
- the time at which the leave will be taken.

These terms must be set out in the form of a written contract with the Employer which also includes the provisions of this plan.

d) not be on disability or leave without pay at the time the contract goes into effect.

18.05 **Return**

At the end of her leave, the employee may return to her position with the Employer. However, if the position the employee held at the time she went on leave is no longer available, the employee must use the provisions related to the bumping and/or layoff procedure stipulated in Article 14.

At the end of her leave, the employee must remain in the service of the Employer for a period at least equivalent to that of her leave in order to be entitled to this plan.

18.06 **Terms of implementation**

a) **Salary**

During each of the years covered by the plan, the employee receives a percentage of the basic salary that she would be receiving if she was not participating in the plan, including, where applicable, the supplements and additional remuneration stipulated in Article 2 of Appendix 3 and in Appendix 11. The applicable percentage is determined according to the following chart:

	Length of the plan			
Length of the leave	**2 years %**	**3 years %**	**4 years %**	**5 years %**
6 months	75.0	83.34	87.5	90.0
7 months	70.8	80.53	85.4	88.32
8 months	N/A	77.76	83.32	86.6
9 months	N/A	75.0	81.25	85.0
10 months	N/A	72.2	79.15	83.32
11 months	N/A	N/A	77.07	81.66
12 months	N/A	N/A	75.0	80.0

Premiums are paid to the employee according to the provisions of the collective agreement, providing she is normally entitled to them, as if she was not participating in the plan. However, the employee is not entitled to these premiums during the leave.

b) **Pension plan**

For the purpose of applying the pension plans, each year of participation in the leave with deferred pay plan, excluding the suspensions stipulated in this article, is equal to one (1) year of service and the average salary is established on the basis of the salary that the employee would have received if she had not participated in the leave with deferred pay plan.

During the course of the plan, the employee's contribution to the pension plan is calculated on the basis of the percentage of the salary that she receives as stipulated in subparagraph a) of clause 18.06.

c) **Seniority**

During her leave, the employee retains and accumulates her seniority.

d) **Annual vacation**

During her leave, an employee is deemed to accumulate service for annual vacation purposes.

During the course of the plan, the annual vacation is paid as a percentage of the salary stipulated in subparagraph a) of clause 18.06.

If the length of the leave is twelve (12) months, the employee is considered to have taken the quantum of paid annual vacation to which she is entitled. If the length of the leave is less than twelve (12) months, the employee is deemed to have taken the quantum of paid annual vacation to which she is entitled, prorated to the length of the leave.

e) **Sick-leave days**

During the leave, an employee is deemed to accumulate sick-leave days.

During the course of the plan, sick-leave days, whether they are used or not, are paid according to the percentage stipulated in subparagraph a) of clause 18.06.

f) **Salary insurance**

In the event of a disability occurring during the leave with deferred pay plan, the following provisions 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, after having exhausted the waiting period, she receives salary insurance benefits equal to 80% of the percentage of her salary as stipulated in subparagraph a) of clause 18.06, as long as she is eligible for them under the provisions of clause 23.17. If the employee is still disabled on the date the contract ends, full salary insurance benefits apply.

2. If the disability occurs before the leave has been taken, the employee has the following options:

   - She may continue to participate in the plan. In this case, after having exhausted the waiting period, she receives salary insurance benefits equal to 80% of the percentage of her salary as stipulated in subparagraph a) of clause 18.06, as long as she is eligible for them under the provisions of clause 23.17.

     In the event the employee is disabled at the beginning of her leave and the end of this leave coincides with the scheduled end of the plan, she may interrupt her participation until the end of her disability. During this period of interruption, the employee receives full salary insurance benefits, as long as she is eligible for them under the provisions of clause 23.17, and she will begin her leave on the day her disability ends.

   - She may suspend her participation in the plan. In this case, she receives, after exhausting the waiting period, full salary insurance

benefits, as long as she is eligible for them under the provisions of clause 23.17. Upon return, her participation in the plan is extended for a length of time equivalent to her disability.

If the disability persists until the date when the leave has been planned, the employee may postpone the leave to a time when she will no longer be disabled.

3. If the disability occurs after the leave, the employee receives, after having exhausted the waiting period, salary insurance benefits equal to 80% of the percentage of her salary as stipulated in subparagraph a) of clause 18.06, as long as she is eligible for them under the provisions of clause 23.17. If the employee is still disabled at the end of the plan, she receives full salary insurance benefits.

4. In the event that the employee is still disabled after the time limit stipulated in subparagraph 6 of clause 12.11 expires, the contract is void and the following provisions apply:

   - if the employee has already taken her leave, the salary which has been overpaid is not repayable and one (1) year of service for the purpose of participation in the pension plan will be credited for each year of participation in the leave with deferred pay plan.

   - if the employee has not already taken her leave, the contributions withheld on her salary are reimbursed without interest and without being subject to contributions to the pension plan.

5. Notwithstanding subparagraphs 2 and 3 of this subsection, a part-time employee's contributions to the plan are suspended during her disability and, after having exhausted the waiting period, she receives full salary insurance benefits as long as she is eligible for them under the provisions of clause 23.17. The employee may then exercise one of the following options:

   - she may suspend her participation in the plan. Upon return, her participation in the plan is extended for a period equal to that of her disability.

   - if she does not want to suspend her participation in the plan, the period of disability is then deemed to be a period of participation in the plan for the purpose of applying subparagraph q).

   For the purpose of applying this subparagraph, an employee who is disabled as a result of an employment injury is deemed to be receiving salary insurance benefits.

g) **Leave of absence without pay**

During the plan, an employee's participation in the deferred pay plan is suspended when she is on leave of absence without pay. Upon return, her participation in the plan is extended for a length of time equal to that of the leave or the absence. In the case of a part-time leave without pay, the employee receives, for the time worked, the salary that she would have been paid if she did not participate in the plan.

However, a leave or an absence without pay of one (1) year or more, with the exception of the one stipulated in clause 22.27, amounts to a withdrawal from the plan and the provisions of subparagraph n) apply.

h) **Leaves with pay**

For the length of the plan, the paid leaves not stipulated in this article are paid according to the percentage of the salary stipulated in subparagraph a) of clause18.06.

The paid leaves occurring during the period of the leave are deemed to have been taken.

i) **Floating holidays in psychiatry, penal institutions or specific units**

During the leave, an employee is deemed to accumulate service for the purpose of floating holidays in psychiatry, penal institutions or specific units.

During the plan, the floating holidays in psychiatry, penal institutions and specific units are paid according to the percentage of the salary stipulated in subparagraph a) of clause 18.06.

If the length of the leave is twelve (12) months, the employee is deemed to have taken the annual quantum of floating holidays in psychiatry, penal institutions and specific units to which she is entitled. If the length of the leave is less than twelve (12) months, the employee is considered to have taken the annual quantum of floating holidays in psychiatry, penal institutions and specific units to which she is entitled, prorated to the length of the leave.

j) **Maternity, paternity and adoption leave**

In the event of a maternity leave which occurs during the contribution period, participation in the leave with deferred pay plan is suspended. Upon return to work, participation in the plan is extended for a maximum of twenty-one (21) weeks. During this maternity leave, benefits are established on the basis of the salary that would be paid if the employee did not participate in the plan.

In the case of a paternity or adoption leave which occurs during the contribution period, participation in the leave with deferred pay plan is suspended. Upon return, participation in the plan is extended for a maximum of five (5) weeks. During this paternity or adoption leave, benefits are established on the basis of the salary that would be paid if the employee did not participate in the plan.

k) **Protective leave**

For the length of the plan, an employee who takes a protective leave has her participation in the leave with deferred pay plan suspended. Upon return to work, her participation in the plan is extended for a length of time equal to that of the protective leave.

l) **Professional improvement**

During the course of the deferred pay plan, an employee's participation is suspended if she benefits from a leave for professional development purposes. Upon return to work, her participation in the plan is extended for a period of time equal to that of her leave.

m) **Layoff**

In the event that an employee is laid off, the contract ceases on the date of the layoff and the provisions stipulated in subparagraph n) apply.

However, the employee does not suffer any loss of rights regarding her pension plan. Thus, one year of service is credited for each year of participation in the leave with deferred pay plan, and the salary that has not been paid is reimbursed without interest and without being subject to contributions to the pension plan.

A laid off employee with job security, stipulated in clause 15.03, continues to participate in the leave with deferred pay plan for as long as she is not reassigned to another institution by the *service national de main-d'œuvre* (Provincial Workforce Service). As of this date, the provisions stipulated in the two (2) preceding paragraphs apply to this employee. However, the employee who has already taken her leave continues to participate in the leave with deferred pay plan with the Employer where she is reassigned by the *service national de main-d'œuvre* (Provincial Workforce Service). The employee who has not yet taken her leave may continue to participate in the plan providing the new Employer accepts the terms of the contract, or, failing this, that she agrees with her new Employer on another date for taking the leave.

n) **Breach of contract due to termination of employment, retirement, withdrawal or end of the seven (7)-year time limit for the length of the plan or the six (6)-year time limit for the beginning of the leave**

I- If the leave has been taken, the employee will have to reimburse, without interest, the salary received during the leave proportionately to the period that remains in the plan in relation to the period of contribution.

II- If the leave has not been taken, the employee will be reimbursed an amount equal to the contributions deducted from her salary until the date of breach of contract (without interest).

III- If the leave is in progress, the amount owing by one party or the other is calculated as follows: the amount received by the employee during the leave minus the amounts already deducted from the employee's salary in the application of her contract. If the balance obtained is negative, the Employer reimburses this balance (without interest) to the employee; if the balance obtained is positive, the employee reimburses the balance to the Employer (without interest).

For the purpose of the pension plan, the recognized rights are those which would have been in effect if the employee had never participated in the leave with deferred pay plan. Thus, if the leave has been taken, the contributions paid during this leave are used to compensate for the missing contributions for the years worked to restore the difference in the pension lost; the employee may however buy back the lost period of service according to the same conditions as those relative to the leave without pay stipulated in an Act respecting the government and public employees retirement plan (RREGOP).

Furthermore, if the leave has not been taken, the contributions missing for the recognition of the total number of years worked are deducted from the reimbursement of the contributions deducted from the salary.

o) **Breach of contract due to death**

In the event of the employee's death during the plan, the contract ends on the date of death and the following provisions apply:

If the employee has already taken her leave, the contributions deducted from the salary are not refundable and one (1) year of service for the

purpose of participation in the pension plan will be recognized for each year of participation in the leave with deferred pay plan.

If the employee has not already taken her leave, the contributions deducted from the salary are reimbursed without interest and without being subject to contributions to the pension plan.

p) **Dismissal**

In the event of the dismissal of the employee during the plan, the contract ends on the date the dismissal takes effect. The provisions stipulated in subparagraph n) apply.

q) **Part-time employee**

A part-time employee may participate in the leave with deferred pay plan. However, she can only take her leave during the last year of the plan.

In addition, the salary she will receive during the leave will be established on the basis of the average number of hours worked, excluding overtime, during the years of contribution preceding the leave.

The fringe benefits stipulated in clauses 7.10 and 7.11 are calculated and paid on the basis of the percentage of salary stipulated in subparagraph a) of clause 18.06.

r) **Change of status**

An employee who changes status during her participation in the leave with deferred pay plan may exercise one of the following options:

I- She may put an end to her contract, pursuant to the conditions stipulated in subparagraph n).

II- She may maintain her participation in the plan and will then be treated as a part-time employee.

However, the full-time employee who becomes a part-time employee after having taken her leave is considered to remain a full-time employee for the purpose of establishing her contribution to the leave with deferred pay plan.

s) **Group insurance plans**

During the leave, an employee continues to benefit from the basic life insurance plan and may maintain her participation in the group insurance plans by paying all the contributions and premiums necessary to this effect herself, subject to the clauses and stipulations of the insurance contract in force. However, subject to the provisions of clause 23.15, her participation in the basic drug insurance plan is compulsory and she must pay all the contributions and premiums necessary to this effect herself.

During the plan, the insurable salary is the one stipulated in subparagraph a) of clause 18.06. However, the employee may maintain the insurable salary on the basis of the salary that would be paid if she did not participate in the plan, by paying the difference in the applicable premiums.

t) **Right to apply for a position**

An employee may apply for a position providing there are less than thirty (30) days left before the end of her leave and she can begin work within thirty (30) days of her appointment.

ARTICLE 19

OVERTIME - AVAILABILITY OR ON-CALL

19.01 **Definition**

All work done in addition to the regular workday or regular workweek, with the approval or knowledge of the immediate superior, and without objection on her part, is deemed to be overtime.

All work performed by an employee on her weekly day off, providing it is approved or done with the knowledge of the Employer or their representative, is deemed to be overtime and remunerated at the rate of time and one-half.

19.02 **Minimum interval**

In the case of a change of shift, there must always be a minimum of sixteen (16) hours between the end of one shift and the beginning of another shift, failing which the employee is paid at the rate of time and one-half for the hours worked within this sixteen (16)-hour period.

19.03 **Method of remuneration**

An employee who works overtime is paid for the number of hours worked in the following way:

1. at time-and-one-half of her regular salary, excluding any inconvenience premiums;
2. at double her regular salary[1], excluding all inconvenience premiums if the overtime is worked on a statutory holiday, in addition to the payment of the holiday.

19.04 **Recall to work**

If an employee is recalled to work after she has left the institution and when she is not on call, she receives for each recall:

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

It is understood that work accomplished immediately before or after the regular work period is not a recall to work.

19.05 **Private duty**

All private duty work performed as overtime for one (1) or several beneficiaries, to offer a service insured under the Hospital Insurance Act, is remunerated according to the provisions of this article.

19.06 **Special provision**

In the case of employees subject to flexible hours, any work performed in addition to the hours scheduled during the number of weeks used for calculation purposes is deemed to be overtime, providing it is performed with the approval of the immediate superior.

---

1 The regular salary is as defined in clause 7.08 for the payment of the hours worked as overtime on Christmas Day and New Year's Day.

19.07 **Premium**

An employee who is on availability (on-call) after her regular workday or workweek receives an allowance equal to one hour of straight time for each eight (8)-hour period.

19.08 **Intervention from outside the institution**

At the Employer's request, an employee who is on availability (on-call) outside the institution and who intervenes without having to travel to the institution or to the beneficiary's home is not entitled to the benefits stipulated for recall to work. In addition to receiving the availability (on-call) premium, she is paid at the overtime rate for the time actually devoted to the said intervention.

19.09 **Recall from outside the institution**

An employee who is called in to work when on availability (on-call), receives, in addition to her availability (on-call) premium, for each recall to work:

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

It is understood that work carried out immediately before the time when the employee normally begins work, or after the time when she normally leaves work, is not a recall to work.

19.10 **Recall from inside the institution**

An employee who is recalled to work when she is on availability (on-call) in the institution is entitled to the remuneration stipulated in the preceding clause, excluding the travel allowance.

It is understood that work carried out immediately before the time when the employee normally begins work, or after the time when she normally leaves work, is not a recall to work.

19.11 The availability (on-call) premium stipulated in clause 19.07 and the remuneration and allowance stipulated in clauses 19.08, 19.09 and 19.10 serve as compensatory benefits for on-call duty. Consequently, the employee or the Union may not, in any case, claim time back for the hours during which the employee was assigned and/or recalled to work when she was on call.

ARTICLE 20

STATUTORY HOLIDAYS

20.01 **Number and list of statutory holidays**

The Employer recognizes and observes thirteen (13) statutory holidays during the year, which is from July 1 of one year to June 30 of the following year, including those already established under any law or regulation passed under a law.

20.02 **Postponement of a statutory holiday**

When an employee is required to work on one (1) of these statutory holidays, the Employer grants her a compensatory holiday within the four (4) weeks which precede or follow the statutory holiday, unless the employee has accumulated it in a bank, if the local parties have agreed on such a possibility.

If the paid compensatory holiday is not granted within the time limit stipulated above, and the employee has not accumulated the holiday in a bank, she receives the equivalent of one day of work at double time, in addition to the salary for her workday.

20.03 **Statutory holiday during an absence**

If the employee is on sick leave on the day that the statutory or compensatory holiday is scheduled, and would be remunerated with her sick-leave days, the Employer pays her as if she was on statutory holiday without using her sick-leave days.

If, on the other hand, she is remunerated under the provisions of salary insurance when on sick-leave, the Employer pays the difference between the salary insurance benefits and the remuneration stipulated in clause 20.06.

These provisions only apply, however, for a sick leave not exceeding twenty-four (24) months, and do not apply during an absence due to an employment injury.

If one (1) or several statutory holiday(s) fall(s) during the employee's annual vacation, this or these day(s) are paid as if she was on statutory holiday and her vacation is extended by as many days as there are scheduled statutory holidays during this period.

If the employee is on a weekly day off on the day of the statutory holiday, the Employer schedules this holiday in the four (4) weeks that precede or follow the day of the holiday.

20.04 **Calculation of overtime**

In the case of a statutory holiday or compensatory holiday, the number of hours of the regular workweek when the employee actually takes her day off must, for the purpose of calculating overtime, be reduced by the number of hours of one (1) regular workday.

20.05 **Conditions for benefiting from a statutory holiday**

To benefit from a paid statutory holiday, the employee must be at work on the workday preceding or following the day off, unless:

a) the weekly day off has been scheduled the day before or after the holiday;

b) the employee is on vacation at that time;

c) her absence, with or without pay, is authorized by the Employer or justified by a serious reason.

20.06 **Salary**

An employee receives her regular salary as if she was at work when she is on statutory holiday or compensatory holiday.

ARTICLE 21

ANNUAL VACATION

21.01 The reference period giving right to vacation is established from May 1 of one year to April 30 of the following year. The right to annual vacation is acquired on May 1 of each year.

21.02 **Employee with less than one (1) year of service**

An employee with less than one (1) year of service on April 30 is entitled to one and two thirds (1 2/3) days of annual vacation per month of service.

This employee may complete up to twenty (20) workdays of annual vacation (four (4) calendar weeks) at her own expense.

21.03 **Employee with one (1) year and more of service**

An employee who has at least one (1) year of service on April 30 is entitled to four (4) weeks of annual vacation (20 workdays).

An employee who has at least seventeen (17) years of service is entitled to the following quantum of annual vacation:

17 and 18 years of service on April 30: 21 workdays

19 and 20 years of service on April 30: 22 workdays

21 and 22 years of service on April 30: 23 workdays

23 and 24 years of service on April 30: 24 workdays

An employee who has twenty-five (25) years or more of service on April 30 is entitled to a fifth (5th) week of annual vacation (25 workdays).

An employee hired as of May 14, 2006 who has not left the health and social services network for more than one (1) year is entitled to all the accumulated years of service in the health and social services network for the purpose of determining her quantum of annual vacation. The quantum of annual vacation and the remuneration associated with it are established proportionally to the number of months of service during the reference year (May 1 to April 30) for an employee with less than one (1) year of service in the new institution on April 30. However, this employee may complete, at her expense, her number of days of annual vacation up to the annual quantum that she would be entitled to if she had been employed by the institution for the entire reference year.

21.04 **Special provision**

For the purpose of the preceding clauses in this article, an employee hired between the first (1st) and the fifteenth (15th) day of the month inclusively is deemed to have one (1) complete month of service.

21.05 **Annual vacation**

An employee with less than one (1) year of service receives a remuneration equal to one-twelfth (1/12th) of twenty (20) workdays per month of service accumulated on April 30.

In the case of a definite termination of employment, an employee receives a vacation pay equal to one-twelfth (1/12th) of the quantum of annual vacation to which she is entitled according to her number of years of service on April 30, for each month of service not remunerated vacation-wise at the time of her departure.

A full-time employee receives a remuneration which is equal to that which she would normally receive if she was at work.

However, if an employee has had more than one status since the beginning of the period of service used for the calculation of annual vacation, the amount she receives is determined in the following way:

1. a remuneration equal to that which she would receive if she was at work for the number of days of annual vacation accumulated during the complete months during which she had a full-time status;
2. a remuneration established according to subparagraph 3- of clause 7.10 for her total salary earned during the months when she had a status other than full-time.

21.06 **Indemnity at time of departure**

When an employee leaves her employment, she is entitled to receive an indemnity for the vacation days accumulated up to her departure according to the conditions outlined in clause 21.05.

21.07 **Special provision**

If, due to her status, the employee's indemnity is not equal to four (4) weeks' pay, she may take up to four (4) weeks of vacation by completing the period with a leave of absence without pay.

ARTICLE 22

PARENTAL RIGHTS

SECTION I
GENERAL PROVISIONS

22.01 The allowances for maternity leave, paternity leave or leave for adoption are paid solely as a supplement to the parental insurance benefits or employment insurance benefits, as the case may be, or in the cases stipulated hereafter, as payments during a period of absence for which the Québec Parental Insurance Plan and the Employment Insurance Plan does not apply.

Subject to subparagraph a) of clause 22.11 and clause 22.11A, allowances for maternity, paternity and adoption leave are only paid during the weeks when the employee receives or would receive, if she applied for benefits from the Québec Parental Insurance Plan or the Employment Insurance Plan.

In the event that an employee shares with her spouse the adoption or parental benefits stipulated by the Québec Parental Insurance Plan or the Employment Insurance Plan, the benefits are paid only if the employee actually receives benefits from one of these plans during the maternity leave

stipulated in clause 22.05, the paternity leave stipulated in clause 22.21A or the leave for adoption stipulated in clause 22.22A.

22.02 When the parents are both women, the benefits and advantages granted to the father are then granted to the mother who has not delivered the child.

22.03 The Employer does not reimburse the employee the amounts which could be requested of her by the *ministre de l'Emploi et Solidarité sociale* under the application of an Act respecting parental insurance (CQLR, c. A-29.011), or by Employment and Social Development Canada (ESDC) under the Employment Insurance Act (S.C. 1996, c. 23)

22.03A The basic weekly salary[1], the deferred basic weekly salary and the severance allowance are neither increased nor decreased by the payments received under the Québec Parental Insurance Plan or the Supplemental Unemployment Benefit Program.

22.04 Unless explicitly stipulated otherwise, this article cannot have the effect of giving an employee an advantage, monetary or non-monetary, which she would not have had if she had been at work.

SECTION II
MATERNITY LEAVE

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

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

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

An employee, male or female, whose spouse passes away is entitled to the remaining part of the maternity leave and benefits from the related rights and allowances.

22.06 An employee is also entitled to a maternity leave in the case of the interruption of pregnancy occurring as of the beginning of the twentieth (20^{th}) week preceding the expected date of delivery.

1 "Basic weekly salary" is understood to mean the employee's regular salary including the regular salary supplement for one (1) regular workweek, regularly increased, and the additional remuneration payable to the employee under the collective agreement for her postgraduate training and the premiums for responsibility to the exclusion of the others, without any other additional remuneration even for overtime.

22.07 The division of maternity leave, before and after the delivery, is determined by the employee. This leave is simultaneous with the period during which benefits are paid under an Act respecting parental insurance and must begin no later than the week following the beginning of the payment of benefits granted under the Québec Parental Insurance Plan.

In the case of an employee eligible for benefits under the Employment Insurance Plan, the maternity leave must include the day of the delivery.

22.08 When she has sufficiently recovered from the delivery but her child is unable to leave the healthcare institution, an employee may suspend her maternity leave by returning to work. It is completed when the child returns to the family residence.

Furthermore, when an employee has sufficiently recovered from the delivery and her child is hospitalized after having left the healthcare institution, the employee may suspend her maternity leave, after agreement with her Employer, by returning to work during the hospitalization.

22.08A The maternity leave may be split up into weeks at the employee's request, if her child is hospitalized or when a situation occurs, other than a pregnancy-related illness, covered under sections 79.1 and 79.8 to 79.12 of an Act respecting labour standards (CQLR, c.N-1.1).

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

During such a suspension, an employee is deemed to be on leave without pay and does not receive any allowance or benefits from the Employer; however, she is entitled to the benefits stipulated in clause 22.28.

22.08B When an employee resumes her maternity leave that has been suspended or split under clause 22.08 or 22.08A, the Employer pays the employee the benefits to which she would have been entitled if she had not suspended or split her leave, for the number of weeks that were left under clause 22.10, 22.11 or 22.11A, as the case may be, subject to clause 22.01.

22.09 To obtain maternity leave, an employee must give the Employer a written notice at least two (2) weeks before the date of departure. This advance notice must be accompanied by a medical certificate or a written report signed by a midwife confirming the pregnancy and the expected date of delivery.

The time for the presentation of this notice may be shortened if a medical certificate attests that the employee must leave her position sooner than anticipated. In the event of unforeseen circumstances, the employee is exempted from the formality of an advance notice, providing that she gives the Employer a medical certificate attesting that she must leave her job immediately.

Cases eligible for the Québec Parental Insurance Plan

22.10 An employee who has accumulated twenty (20) weeks of service[1], and who is eligible for benefits under the Québec Parental Insurance Plan, receives, during the twenty-one (21) weeks of her maternity leave, an allowance calculated according to the following formula[2]:

1° by adding:

a) the amount representing 100% of the employee's basic weekly salary up to $225;

b) and the amount representing 88% of the difference between the employee's basic weekly salary and the amount established in the preceding subparagraph a).

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

This allowance is calculated on the basis of the Québec Parental Insurance Plan benefits to which an employee is entitled without taking into account amounts deducted from these benefits because of reimbursement of benefits, interest, penalties and other amounts collectable under the terms of an Act respecting parental insurance.

However, if a modification is made to the amount of the benefit paid by the Québec Parental Insurance Plan following a change in the information provided by the Employer, the latter adjusts the amount of the allowance accordingly.

When an employee works for more than one Employer, the allowance is equal to the difference between the amount established in subparagraph 1° in the first paragraph and the amount of Québec Parental Insurance Plan benefits corresponding to the proportion of the basic weekly salary that they pay her, in relation to the amount of the basic weekly salaries paid by all the Employers. For this purpose, the employee provides each of her Employers with a statement of the weekly salaries paid by each of them along with the amount of the benefits payable under an Act respecting parental insurance.

22.10A The Employer may not compensate, through the allowance they pay the employee on maternity leave, for the reduction in Québec Parental Insurance Plan benefits attributable to salary earned from another Employer.

Notwithstanding the provisions of the preceding paragraph, the Employer compensates for such a reduction if the employee demonstrates that the salary earned is her regular salary, by means of a letter to this effect from the Employer who pays it. If the employee demonstrates that only part of this salary is regular, compensation is limited to this part.

The Employer who pays the regular salary stipulated in the preceding paragraph must produce this letter at the employee's request.

---

1 The absent employee accumulates service if her absence is authorized, namely for disability, and if she receives benefits or remuneration.

2 This formula has been used to take into account the fact that the employee benefits in a similar situation from a waiver of contributions to the pension plan, Québec Parental Insurance Plan and the Employment Insurance Plan.

However, the total amount received by an employee on maternity leave, in Québec Parental Insurance Plan benefits, allowances and salary may not exceed the gross amount established in subparagraph 1° in the first paragraph of clause 22.10. The formula must be applied to the total of the basic weekly salaries paid by her Employer set out in clause 22.10 or, should such be the case, 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 but not the Québec Parental Insurance Plan is entitled to receive during the twenty (20) weeks of her maternity leave, an allowance calculated according to the following formula:

A. for each week in the waiting period stipulated by the Employment Insurance Plan, an allowance calculated in the following manner[1];

   by adding:

   a) the amount representing 100% of the employee's basic weekly salary up to $225;

   b) and the amount representing 88% of the difference between the employee's basic weekly salary and the amount established in the preceding subparagraph a).

B. for each week that follows the period set out in paragraph A, an allowance calculated according to the following formula:

   1° by adding:

      a) the amount representing 100% of the employee's basic weekly salary up to $225;

      b) and the amount representing 88% of the difference between the employee's basic weekly salary and the amount established in the preceding subparagraph a).

   2° and by subtracting from this total the amount of maternity or parental benefits that she receives or that she would receive if she applied for them, from the Employment Insurance Plan.

   This allowance is calculated on the basis of the employment insurance benefits that an employee is entitled to receive without taking into account amounts deducted from these benefits on account of reimbursement of benefits, interest, penalties and other amounts collectable under the terms of the Employment Insurance Plan.

   However, if the amount of the employment insurance benefit is modified following a change in the information provided by the Employer, the latter adjusts the amount of the allowance accordingly.

   When an employee works for more than one Employer, the allowance is equal to the difference between the amount established in subparagraph 1° of paragraph B paid by the Employer and the amount of the benefits

1 This formula has been used to take into account the fact that the employee benefits in a similar situation from a waiver of contributions to the pension plan, Québec Parental Insurance Plan and the Employment Insurance Plan.

from the Employment Insurance Plan corresponding to the proportion of the basic weekly salary that they pay her, in relation to the amount of the basic weekly salaries paid by all the Employers. For this purpose, the employee provides each of her Employers with a statement of the weekly salaries paid by each of them at the same time as the amount of the benefits payable to her pursuant to the application of the Employment Insurance Act.

Furthermore, if ESDC reduces the number of weeks of employment insurance benefits to which an employee would otherwise have been entitled if she had not received employment insurance benefits before her maternity leave, the employee continues to receive, for a period equal to the number of weeks deducted by ESDC, the allowance stipulated in this subclause as if she had been receiving employment insurance benefits during this period.

Clause 22.10A applies with the necessary adjustments.

Cases not eligible for the Québec Parental Insurance Plan or the Employment Insurance Plan

22.11A An employee who is not eligible for the Québec Parental Insurance Plan benefits or Employment Insurance Plan benefits is also excluded from any allowance stipulated in clauses 22.10 and 22.11.

However, an employee who has accumulated twenty (20) weeks of service is entitled to an allowance for twelve (12) weeks if she does not receive benefits from a parental rights plan established in another province or territory that is calculated according to the following formula:

By adding:

a) the amount representing 100% of the employee's basic weekly salary up to $225;

b) and the amount representing 88% of the difference between the employee's basic weekly salary and the amount established in the preceding subparagraph a).

The 4th paragraph of clause 22.10A applies to this paragraph by making the necessary adjustments.

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

a) No benefit can be paid during a paid vacation period.

b) Unless the applicable system of payment of salaries is weekly, the indemnity is paid every two (2) weeks, the first payment not being claimable, however, in the case of the employee eligible for the Québec Parental Insurance Plan or the Employment Insurance Plan, until fifteen (15) days after the Employer has received proof that she receives benefits from one or the other of these plans. For the purpose of this clause, a statement of benefits or information provided by the *ministère du Travail, de l'Emploi et de la Solidarité sociale* or by ESDC by way of an official statement is considered proof.

c) Service is calculated for all of the Employers in the public and parapublic sectors (Civil Service, Education, Health and Social Services), the health and social services agencies, agencies whose remuneration

standards and scales are determined according to the conditions defined by the government, the *Office franco-québécois pour la jeunesse,* the *Société de gestion du réseau informatique des commissions scolaires* and any other agency listed in Schedule C of an Act respecting the process of negotiation of the collective agreements in the public and parapublic sector (CQLR, c.R-8.2).

Moreover, the requirement of twenty (20) weeks of service, under clauses 22.10, 22.11 and 22.11A, is deemed to have been fulfilled when an employee has satisfied this requirement with any of the Employers mentioned in this subclause.

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

If, during this period, the employee has received benefits equal to a certain percentage of her regular salary, it is understood that for the purpose of calculating her basic salary during her maternity leave, we refer to the basic salary on which these benefits were established.

Moreover, any period during which the employee on special leave stipulated in clause 22.19 does not receive an indemnity from the *Commission des normes, de l'équité, de la santé et de la sécurité du travail* (CNESST), the weeks during which the employee was on annual vacation or benefited from an absence without pay stipulated in the collective agreement are excluded for the purpose of calculating her average basic weekly salary.

If the twenty (20)-week period preceding the maternity leave of a part-time employee includes the date of an increase in salary rates and scales, her basic weekly salary is calculated on the basis of the salary rate in effect on that date. If, however, the maternity leave includes the date of increase in salary rates and scales, the basic weekly salary is increased on that date according to the formula for the adjustment of the salary scale that applies to her.

The provisions of this subclause constitute one of the explicit provisions covered by clause 22.04.

22.13 During her maternity leave, the employee receives the following benefits, insofar as she would normally be entitled to them:

- life insurance;
- drug insurance by paying her contribution;
- accumulation of vacation;
- accumulation of sick-leave days;
- accumulation of seniority;
- accumulation of experience;
- accumulation of seniority for the purpose of job security;
- right to apply for a posted position and to obtain it in accordance with the provisions of the collective agreement as if she was at work.

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

22.15 If the birth occurs after the expected date, the employee is entitled to an extension of her maternity leave equal to the period of delay, except if she still has a period of at least two (2) weeks of maternity leave remaining after the birth.

An employee may benefit from an extension of maternity leave if the health of her child or her own health so requires. The length of this extension is the one indicated on the medical certificate that must be provided by the employee.

During such extensions, the employee is considered to be on leave without pay and does not receive any allowance or benefit from the Employer. The employee is only entitled to the benefits stipulated in clause 22.13 for the first six (6) weeks of the extension of her leave and subsequently to those mentioned in clause 22.28.

22.16 A maternity leave may be shorter than the period stipulated in clause 22.05. If the employee returns to work within two (2) weeks of the birth, she must submit, at the Employer's request, a medical certificate attesting that she has sufficiently recovered to resume work.

22.17 During the fourth (4th) week preceding the end of an employee's maternity leave, the Employer must send the employee a notice indicating the date the said leave is expected to end.

An employee, to whom the Employer has sent the above-mentioned notice, must return to work at the end of her maternity leave, unless this leave is extended in the manner stipulated in clause 22.31.

An employee who does not comply with the preceding paragraph is deemed to be on leave without pay for a period of not more than four (4) weeks. At the end of this period, the employee who has not returned to work is presumed to have resigned.

22.18 Upon return from maternity leave, an employee resumes work in her position or, if applicable, the position she obtained during her leave, according to the provisions of the collective agreement.

In the event that the position has been abolished, or in the case of bumping, an employee is entitled to the benefits she would have received had she been at work.

SECTION III
SPECIAL LEAVES FOR PREGNANCY AND BREASTFEEDING

Temporary assignment and special leave

22.19 An employee may ask to be temporarily assigned to another position that is vacant or temporarily without an incumbent in the same job title or, if she so 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 entail risks of infectious disease or physical danger for her or her unborn child;

b) her working conditions involve hazards for the child she is breastfeeding.

c) she works regularly on a cathode-ray screen.

The employee must present a medical certificate to this effect as soon as possible.

When the Employer receives a request for protective reassignment, they immediately notify the Union and inform the latter of the name of the employee and the reasons motivating the request for protective reassignment.

If she agrees, an employee other than the one who has requested a temporary reassignment may, with the Employer's consent, exchange her position with the pregnant or breastfeeding employee for the length of the period of the temporary reassignment. This provision applies providing both employees meet the normal requirements of the job.

The employee thus assigned to another position and the one who agrees to occupy her position retain the rights and privileges related to their respective regular positions.

The temporary assignment has priority over the assignment of employees on the availability list and is on the same work shift, if possible.

If the assignment does not begin immediately, the employee is entitled to a special leave which starts immediately. Unless a temporary assignment arises later and puts an end to the leave, this special leave ends on the date of delivery in the case of a pregnant employee, or at the end of the period of breastfeeding in the case of an employee who is breastfeeding her child. However, for the employee eligible for benefits payable under the Parental Insurance Act, the special leave ends as of the fourth (4th) week preceding the expected date of delivery.

During the special leave stipulated in this clause, the employee's allowance is governed by the provisions of an Act respecting occupational health and safety on protective reassignment of the pregnant or breastfeeding worker.

However, following a written request to this effect, the Employer pays the employee an advance on the allowance to be received, based on the payments that can be anticipated. If the CNESST pays the anticipated allowance, the latter is used for the reimbursement of the advance. Otherwise, the reimbursement is paid at the rate of ten percent (10%) of the amount paid per pay period, until the debt is repaid in full.

However, in the event that the employee exercises her right to request a review of the CNESST decision or to appeal this decision before the *Tribunal administratif du travail*, reimbursement is not required before the CNESST administrative review decision or, if such is the case, the decision is rendered by the *Tribunal administratif du travail.*

An employee who works regularly on a cathode-ray screen may request a reduction in her work time on the cathode-ray screen. The Employer must then examine the possibility of temporarily modifying the duties of the employee assigned to a cathode-ray screen without any loss of rights, in order to reduce the work time on a cathode-ray screen to a maximum of two (2) hours per half-day of work. If modifications are possible, the Employer then assigns her to other duties which she is reasonably able to perform for the remainder of her work time.

The pregnant respiratory therapist who is continually in contact with anaesthetic gases may be transferred, at her request or the request of the Employer, to another respiratory therapy unit. This transfer is only temporary and upon return from her maternity leave, she must reintegrate her position.

Other special leaves

22.19A An employee is also entitled to a special leave in the following cases:

a) when a complication of pregnancy or the risk of a miscarriage requires the employee to stop work for a period of time determined by a medical certificate; this special leave cannot, however, extend beyond the beginning of the fourth (4th) week preceding the expected date of delivery.

b) when a natural or induced interruption of pregnancy occurs before the beginning of the twentieth (20th) week preceding the expected date of delivery, upon presentation of a medical certificate prescribing its length;

c) for pregnancy-related visits to a healthcare professional attested to by a medical certificate or a written report signed by a midwife.

22.20 In the case of the visits covered by subparagraph c) of clause 22.19A, the employee is entitled to up to a maximum of four (4) days of special leave with pay. These special leaves may be taken in half (½) days.

During the special leaves granted under the terms of this section, an employee is entitled to the benefits stipulated in clause 22.13, insofar as she would normally be entitled to them, and in clause 22.18 of Section II. An employee covered by subparagraphs a), b) and c) of clause 22.19A may also draw benefits from the sick leave or salary insurance plan. However, in the case of subparagraph c), an employee must first have used up the four (4) days mentioned above.

SECTION IV
PATERNITY LEAVE

22.21 A male employee is entitled to a maximum of five (5) workdays of paid leave for the birth of his child. An employee is also entitled to this leave in the case of an interruption of pregnancy occurring after the beginning of the twentieth (20th) week preceding the expected date of delivery. This leave may be taken non-continuously and must be taken between the beginning of the delivery process and the fifteenth (15th) day after the mother or child returns home.

One of the five (5) days may be used for the child's baptism or registry.

The female employee whose spouse delivers is also entitled to the above-mentioned leave if she is designated as one of the child's mothers.

22.21A When his child is born, the employee is also entitled to a paternity leave of up to a maximum of five (5) weeks that, subject to clauses 22.33 and 22.33A, must be consecutive. This leave must be completed by the end of the fifty-second (52nd) week after the week in which his child was born.

This leave is simultaneous with the period of payment of benefits granted under an Act respecting parental insurance for the employee eligible for the Québec Parental Insurance Plan and must start no later than the week following the beginning of the payment of the parental insurance benefits.

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

22.21B During the paternity leave stipulated in clause 22.21A, the employee who has completed twenty (20) weeks of service[1] receives an allowance equal to the difference between his basic weekly salary and the amount of the benefits that he receives or would receive if he applied, under the Québec Parental Insurance Plan or the Employment Insurance Plan.

The 2nd, 3rd and 4th paragraphs of clause 22.10 or the 2nd, 3rd and 4th paragraphs of clause 22.11, depending on the case, and clause 22.10A apply to this clause with the necessary adjustments.

22.21C An employee not eligible for the paternity benefits from the Québec Parental Insurance Plan or the paternity benefits from the Employment Insurance Plan receives an allowance equal to his basic weekly salary during the paternity leave stipulated in clause 22.21A, if this employee has completed twenty (20) weeks of service.

22.21D Clause 22.12 applies to the employee who is entitled to the allowances stipulated in clauses 22.21B or 22.21C by making the necessary adjustments.

1 The absent employee accumulates service if their absence is authorized, in particular for disability, and includes a benefit or remuneration.

SECTION V
LEAVE FOR ADOPTION AND LEAVE IN VIEW OF ADOPTION

22.22 An employee is entitled to up to a maximum of five (5) workdays of leave with pay for the adoption of a child other than her spouse's child. This leave may be non-continuous and cannot be taken more than fifteen (15) days after the child arrives in the home.

One of the five (5) days may be used for the child's baptism or registry.

22.22A An employee who legally adopts a child, other than her spouse's child, is entitled to a maximum of five (5) weeks of adoption leave that, subject to clauses 22.33 and 22.33A, must be consecutive. This leave must end no later than the end of the fifty-second (52nd) week after the week in which the child arrives in the home.

In the case of an employee who is eligible for the Québec Parental Insurance Plan, the leave is simultaneous with the period during which benefits are paid under an Act respecting parental insurance and must begin no later than the week following the beginning of the payment of these benefits.

In the case of an employee who is not eligible for the Québec Parental Insurance Plan, the leave must be taken after the child's placement order or its equivalent in the case of an international adoption according to the adoption programme, or at another time agreed upon with the Employer.

22.23 During the leave for adoption stipulated in clause 22.22A, the employee, who has completed twenty (20) weeks of service[1], receives an allowance equal to the difference between her basic weekly salary and the amount of the benefits she receives, or would receive if she were to apply for them under the Québec Parental Insurance Plan or the Employment Insurance Plan.

The 2nd, 3rd and 4th paragraphs of clause 22.10 or the 2nd, 3rd and 4th paragraphs of clause 22.11, as the case may be, and clause 22.10A apply with the necessary adjustments.

22.24 An employee who is not eligible for adoption benefits under the Québec Parental Insurance Plan, or for the parental benefits under the Employment Insurance Plan, and who adopts a child other than her spouse's child, receives an allowance equal to her basic weekly salary during the leave for adoption stipulated in clause 22.22A, if this employee has completed twenty (20) weeks of service.

22.24A An employee who adopts her spouse's child is entitled to a maximum of five (5) workdays of leave with pay for the first two (2) days only.

This leave may be non-continuous and cannot be taken more than fifteen (15) days after the filing of the application for adoption.

22.25 Clause 22.12 applies to an employee who is entitled to the allowance stipulated in clause 22.23 or 22.24 by making the necessary adjustments.

---

1 The absent employee accumulates service if their absence is authorized, in particular for disability, and includes a benefit or remuneration.

22.26 An employee is entitled to a maximum of ten (10) weeks of leave without pay in view of the adoption of a child, beginning on the date she effectively takes charge of the child, unless it is her spouse's child.

An employee, who travels outside of Québec to adopt a child other than her spouse's child, obtains a leave without pay for the necessary travel time, upon written request to the Employer two (2) weeks in advance if possible.

Notwithstanding the provisions of the preceding paragraphs, the leave without pay ends no later than the week following the beginning of the payment of the Québec Parental Insurance Plan benefits or the Employment Insurance Plan benefits, at which time the provisions of clause 22.22A apply.

During this leave without pay, an employee is entitled to the benefits stipulated in clause 22.28.

SECTION VI
LEAVE WITHOUT PAY AND PART-TIME LEAVE WITHOUT PAY

22.27 a) An employee is entitled to one of the following leaves:

1. a leave without pay of up to a maximum of two (2) years immediately following the maternity leave stipulated in clause 22.05;
2. a leave without pay of up to a maximum of two (2) years immediately following the paternity leave stipulated in clause 22.21A. However, the leave must not extend beyond the 125th week following the birth;
3. a leave without pay of up to a maximum of two (2) years immediately following the adoption leave stipulated in clause 22.22A. However, the leave must not extend beyond the 125th week following the child's arrival in the home.

A full-time employee who does not use this leave without pay is entitled to a part-time leave without pay over a maximum of two (2) years. This leave may not extend beyond the 125th week following the child's birth or arrival in the home.

An employee is authorized, following a written request presented to the Employer at least thirty (30) days in advance, to make one of the following changes once during her leave:

i) from a leave without pay to a part-time leave without pay, or the reverse, as the case may be;

ii) from a part-time leave without pay to a different form of part-time leave without pay.

Notwithstanding the preceding paragraph, an employee may change her leave without pay or her part-time leave without pay a second time providing she indicated it at the time of her first (1st) request for a change.

A part-time employee is also entitled to this part-time leave without pay. However, in the case of disagreement with the Employer concerning the number of workdays per week, the part-time employee must offer the equivalent of two and a half (2½) days of work per week.

The employee who does not make use of her leave without pay or part-time leave without pay may choose to take leave without pay or part-time leave without pay for the portion of the leave that her spouse has not used, by following the stipulated procedures.

When an employee's spouse is not a public sector employee, the employee may choose to use the leave stipulated above whenever she so chooses in the two (2) years following the birth or adoption of the child, without, however, exceeding the time limit set of two (2) years following the birth or adoption.

b) An employee who does not take the leave stipulated in paragraph a) may take a maximum of fifty-two (52) weeks of continuous leave without pay after the birth or adoption of her child, beginning at a time set 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 the child was entrusted to her.

c) After agreement with the Employer, an employee may, during the second (2nd) year of a leave without pay, register on the availability list of her institution rather than return to her position. In such a case, the employee is not subject to the rules for minimum availability when such rules are stipulated in the local provisions unless the local parties agree otherwise. The employee is then considered to be on a part-time leave without pay.

22.28 During the leave without pay stipulated in clause 22.27, an employee continues to accumulate her seniority, keeps her experience and continues to participate in the basic drug insurance plan which applies to her by paying her part of the premium for the first fifty-two (52) weeks of leave and the entire premium for the following weeks. Furthermore, she may continue to participate in the optional insurance plans that apply to her by so requesting at the beginning of the leave and by paying the entire premium.

During the part-time leave without pay, an employee also accumulates her seniority and, by working, she is governed by the rules that apply to part-time employees.

Notwithstanding the preceding paragraphs, an employee accumulates her experience, for the purpose of determining her salary, up to a maximum of fifty-two (52) weeks of leave without pay or part-time leave without pay.

During the leaves stipulated in clause 22.27, an employee has the right to apply for a posted position and to obtain it according to the provisions of the collective agreement as if she was at work.

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

For the purpose of this clause, the statutory or floating holidays accumulated before the beginning of the maternity, paternity or leave for adoption are added to the postponed annual vacation period.

22.29A At the end of this leave without pay or part-time leave without pay, an employee may return to her position or, if such is the case, to a position that she obtained at her request, according to the provisions of the collective agreement. If the position has been abolished, or in the event of bumping, the employee is entitled to the benefits to which she would be entitled as if she had been at work.

22.29B Upon presentation of a supporting document, up to one (1) year of leave without pay or part-time leave without pay is granted to an employee whose minor child suffers from a social and emotional disorder or is handicapped or has a prolonged illness and whose condition requires the presence of the employee in question. The terms of such a leave are those stipulated in clauses 22.28, 22.31 and 22.32.

SECTION VII
MISCELLANEOUS PROVISIONS

Notices and advance notices

22.30 For the paternity and adoption leaves:

a) The leaves stipulated in clauses 22.21 and 22.22 are preceded by a notice from the employee to her Employer as soon as possible;

b) The leaves covered by clauses 22.21A and 22.22A are granted following a written request at least three (3) weeks in advance. This time limit may, however, be shorter if the birth takes place prior to the expected date.

The request must indicate the expected date the leave will end.

An employee must report to work at the end of his paternity leave stipulated in clause 22.21A or her leave for adoption stipulated in clause 22.22A, unless it is extended in the manner stipulated in clause 22.31.

An employee who does not comply with the preceding paragraph is deemed to be on leave without pay for a period of no more than four (4) weeks. At the end of this period, an employee who has not reported for work is deemed to have resigned.

22.31 The leave without pay covered by clause 22.27 is granted upon a written request made at least three (3) weeks in advance.

A part-time leave without pay is granted upon written request made at least thirty (30) days in advance.

In the case of a leave without pay or part-time leave without pay, the request must specify the date of return to work. The request must also specify how the leave will 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 is entitled to a maximum of two and a half (2½) 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 schedules these days.

An employee and the Employer may at any time agree to reorganize the part-time leave without pay.

22.32 An employee, to whom the Employer has sent four (4)-weeks' advance notice indicating the date on which the said leave without pay is scheduled to end must give advance notice of her return to work at least two (2) weeks before the end of the said leave. If she does not report to work on the scheduled date, she is deemed to have resigned.

An employee who wants to end her leave without pay or part-time leave without pay before the scheduled date must give advance notice in writing

of her intention to do so at least twenty-one (21) days before returning to work. In the case of a leave without pay for more than fifty-two (52) weeks, the said notice is at least thirty (30) days.

Extending, suspending and splitting up the leave

22.33 When his child is hospitalized, the employee may suspend his paternity leave stipulated in clause 22.21A or her leave for adoption stipulated in clause 22.22A, after agreement with his Employer, by returning to work during this period of hospitalization.

22.33A At the employee's request, the paternity leave stipulated in clause 22.21A, the leave for adoption stipulated in clause 22.22A or the full-time leave without pay stipulated in clause 22.27 may be split into separate weeks before the end of the first fifty-two (52) weeks.

The leave may be split if the employee's child is hospitalized or for a situation covered by sections 79.1 and 79.8 to 79.12 in an Act respecting labour standards.

The maximum number of weeks that the leave may be suspended is equal to the number of weeks the child is hospitalized. The maximum number of weeks of suspension for the other possibilities of splitting leave is that stipulated in an Act respecting labour standards for such a situation.

During such a suspension, the employee is considered to be on leave without pay and does not receive any allowance or benefits from the Employer. The employee is covered by clause 22.28 during this period.

22.33B When the paternity leave or leave for adoption that has been suspended or split under clauses 22.33 and 22.33A is resumed, the Employer pays the employee the allowance to which they would have been entitled if they had not suspended or split the leave. The Employer pays the allowance for the number of weeks that remain under clause 22.21A or 22.22A, as the case may be, subject to clause 22.01.

22.33C An employee who, before the end of his paternity leave stipulated in clause 22.21A or her leave for adoption stipulated in clause 22.22A, sends his-her Employer a notice along with a medical certificate attesting that the child's state of health so requires, is entitled to an extension of his paternity leave or her adoption leave. The length of the extension is the one indicated on the medical certificate.

During this extension, the employee is considered to be on leave without pay and does not receive any allowance or benefits from the Employer. The employee is covered by clause 22.28 during this period.

22.34 An employee who takes a paternity leave or a leave for adoption stipulated in clauses 22.21, 22.21A, 22.22, 22.22A and 22.24A is entitled to the benefits stipulated in clause 22.13, insofar as they would normally be entitled to them, and those stipulated in clause 22.18 in Section II.

22.35 An employee who is entitled to a regional disparities premium under this collective agreement receives this premium during her maternity leave as stipulated in Section II.

Similarly, an employee who is entitled to a regional disparities premium under the terms of this collective agreement receives this premium during the weeks she receives benefits under clauses 22.21A or 22.22A, depending on the case.

22.36 Any allowance or benefit covered by this article that started being paid before a strike continues to be paid during this strike.

22.37 In the event that amendments are made to the Québec Parental Insurance Plan, the Employment Insurance Act or an Act respecting labour standards regarding parental rights, the parties shall meet to discuss the possible implications on the current parental rights plan.

22.38 **Transitional provisions**

Notwithstanding the provisions of clauses 22.10, 22.10A, 22.11, 22.11A, 22.21B, 22.21C, 22.23 and 22.24 in this article, the employee who, on the date of the signature of these provincial provisions of the 2016-2020 collective agreement, receives an allowance according to the corresponding clauses in the FIQ 2011-2015 provincial provisions of the collective agreement, continues to receive this allowance according to the methods of calculation or conditions that were set out in these clauses, insofar as she is entitled to them.

ARTICLE 23

LIFE, HEALTH AND SALARY INSURANCE PLAN

A) GENERAL PROVISIONS

23.01 **Eligibility**

In the event of death, illness or accident, the employees covered by the collective agreement are entitled to the plans described hereafter, as of the date indicated and until the effective date of their retirement, whether or not they have completed their probation period:

a) every employee who holds a position, hired on a full-time basis or for 70% or more of full-time: after one (1) month of continuous service.

Every employee hired full-time or for 70% or more of full-time on a temporary basis after three (3) months of continuous service except for the basic drug insurance plan that she is entitled to after one month of continuous service.

The Employer pays the full contribution to the basic drug insurance plan for these employees after one month of continuous service.

b) part-time employees who work less than 70% of full-time: after three (3) months of continuous service, except for the basic drug insurance plan that she is entitled to after one month of continuous service. In this case, the Employer pays half the total contribution to the basic drug insurance plan for a full-time employee, the employee paying the balance of the Employer's contribution, in addition to her own contribution.

The Employer's contribution to the basic drug insurance plan for a part-time employee is determined 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 drug insurance plan until the following December 31. However, if she has not completed one (1) month of continuous service on October 31, or if her hiring date is between November 1 and December 31, the percentage of time worked is determined as soon as she has completed one (1) month of continuous service and the Employer's contribution remains unchanged for the subsequent year beginning on January 1.
2. then, 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 subsequent year.

However, the period of one (1) month or three (3) months, stipulated in subparagraph a) or b), does not apply in the following cases:

1. when after permanently leaving her Employer, the employee returns to the same Employer within thirty (30) days of her departure;
2. when an employee changes Employers and there is less than thirty (30) days between the time she left her previous Employer and the time she began working for her new Employer, providing that this plan exists with the new Employer;
3. when the employee enters the bargaining unit while remaining in the service of the same Employer.

To determine the employee's eligibility for the insurance plan with the Employer, the length of employment with the previous Employer is taken into consideration. The employee's length of employment with the Employer, inside and outside of the bargaining unit, is also used for this purpose.

In these cases, for the purpose of applying subparagraph 23.17 b), the last weeks of employment before the departure or entry in the bargaining unit serve as the reference to complete the period of twelve (12) calendar weeks.

At the end of the period of three (3) months of continuous service, a new part-time employee who works 25% or less of full-time hours can refuse to be covered by the insurance plan stipulated in the insurance contract. This refusal must be indicated, in writing, in the ten (10) calendar days following receipt of a written notice from the Employer indicating the percentage of time worked during the period of three (3) months of continuous service. This new employee must make a written request to be covered by the basic life insurance and salary insurance plans stipulated in this article. This request must be indicated in the notice. This employee benefits from the insurance plans according to the provisions of subparagraph b) of this clause.

On January 1 of each year, an employee whose hours of work have decreased to 25% or less of full-time hours during the period from November 1 to October 31 of the previous year may cease to be covered by the insurance plans stipulated in the insurance contract. To do this, the employee must send a written notice, in the ten (10) calendar days following receipt of

a written notice from the Employer indicating the percentage of time worked during the reference period. This employee can also cease to be covered by the basic life insurance and salary insurance plans stipulated in this article. This cessation must be indicated in the notice.

A part-time employee who works 25% or less of full-time hours and who has decided under these provisions to refuse or to cease to be covered by the insurance plans stipulated in the insurance contract or who did not request to be covered or who ceased to be covered by the basic life insurance plan and the salary insurance plan stipulated in this article, can only modify her choice on January 1 of each year.

An employee who did not ask to be covered or who ceased to be covered by the basic life insurance plan and the salary insurance plan stipulated in this article will receive fringe benefits according to the provisions of clause 23.32.

Subject to the provisions of clause 23.15, an employee's participation in the basic drug insurance plan is compulsory after one month of continuous service.

23.02 For the purpose of this article, a dependent is understood to mean the spouse or dependent child or a person suffering from a functional impairment as defined hereafter:

i) spouse: as defined in Article 1 of the collective agreement.

However, the dissolution or annulment of marriage or civil union, as well as the de facto separation for more than three (3) months in the case of common-law spouses, results in the loss of the status of spouse. A person married or in a civil union who does not live with her spouse may designate this person as her spouse to the insurer. She can also designate another person in place and stead of her legal spouse if this person meets the definition of spouse stipulated in Article 1.

ii) dependent child: as defined in Article 1 of the collective agreement.

iii) person suffering from functional impairment: an adult person, who does not have a spouse, who has a functional impairment as defined in the Regulation respecting the general drug insurance plan, which occurred before they were eighteen (18) years of age, who receives no other benefits under a last-resort assistance programme stipulated in the Individual and Family Assistance Act with an employee who would exercise parental authority if they were a minor.

23.03 Disability means a state of incapacity resulting from tubal ligation, vasectomy or any other surgery related to family planning, an illness, an accident, a complication of pregnancy, or the donation of an organ or bone marrow, which is the object of medical follow-up and causes the employee to be totally incapable of performing the normal duties of her job or of any other analogous job with similar remuneration, that the Employer offers her.

23.04 A period of disability is defined as any continuous period of disability, or a series of successive periods, separated by less than fifteen (15) days of actual full-time work or availability for full-time work, unless the employee establishes to the satisfaction of the Employer or their representative that a

subsequent period is attributable to an illness or accident completely unrelated to the cause of the previous disability.

23.05 A period of disability resulting from an illness or injury voluntarily caused by the employee herself, from alcoholism or drug addiction, from active participation in a riot, in an insurrection or in criminal acts, or from service in the armed forces is not recognized as a period of disability for the purpose of this article.

However, a period of disability resulting from alcoholism, drug addiction or attempted suicide during which the employee receives treatment or medical care aimed at her rehabilitation is recognized as a period of disability.

23.06 In compensation for the Employer's contribution to insurance benefits stipulated hereafter, the total rebate authorized by Employment and Social Development Canada (ESDC) in the case of a registered plan accrues to the Employer.

23.07 The provisions pertaining to the life insurance, drug insurance and salary insurance plans in the last collective agreement remain in force until the date this collective agreement comes into force. Employees who are disabled on the date this agreement comes into force remain subject to the salary insurance plan described in the last collective agreement until they return to work, subject to clause 23.04.

23.08 The Employer participates in setting up and applying the basic drug insurance plan and the extended health insurance plans according to the contract between the insurer and the union party, in particular by:

1. providing information to new employees;
2. registering new employees;
3. providing the insurer with the requests for participation and the pertinent information for the insurer to keep the insured employee's file up-to-date;
4. forwarding to the insurer the premiums deducted or, in some cases, received from employees;
5. giving employees application and claim forms and other forms provided by the insurer;
6 providing information normally required from the Employer by the insurer for the settlement of certain claims;
7. providing the insurer with the names of the employees who informed the Employer of their decision to retire.

The *Comité patronal de negociation du secteur de la santé et des services sociaux* (CPNSSS) receives a copy of the book of benefits, the list of companies that bid for tenders and a copy of the contract. The contract must stipulate that the CPNSSS can obtain from the insurer all useful and relevant statements or statistical compilations which the latter provides to the union committee. Any change to the contract is brought to the attention of the CPNSSS and those concerning the administration of the plans must be the subject of an agreement between the bargaining parties. A change in the

premiums can only go into effect after a period of at least sixty (60) days following a written notice to the CPNSSS.

The CPNSSS and the FIQ will meet as needed to try to resolve the difficulties related to the administration of the basic drug insurance plan and the extended plans.

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

There can be a maximum of three (3) extended plans in the insurance contract and the cost of these is entirely borne by the participants. The Employer deducts the required premiums.

23.09 Extended plans which may be instituted may include life insurance and salary insurance benefits in combination with the health insurance benefits. Supplemental salary insurance plans must meet the following requirements:

- the waiting period may not be less than twenty-four (24) months nor less than the period covered by the employee's sick-leave days, if any;
- the net benefit cannot exceed 80% of the net salary, after income tax deduction, including benefits which an employee receives from other sources, namely the Québec Pension Plan, an Act respecting industrial accidents and occupational diseases, the Québec Automobile Insurance Act, and the pension plan; this maximum may not be interpreted as setting an identical limit on the benefits which the employee may receive from other sources.

B) BASIC LIFE INSURANCE PLAN

23.10 An employee covered by subparagraph a) of clause 23.01 is entitled to $6,400.00 of life insurance.

The Employer pays 100% of the cost of this amount of life insurance.

An employee covered by subparagraph b) of clause 23.01 is entitled to $3,200.00 of life insurance.

The Employer pays 100% of the cost of this amount of life insurance.

23.11 **Special provision**

Employees who, on the date the last collective agreement was signed, were entitled, under a group plan to which the Employer contributed, to a greater amount of life insurance than that stipulated in this collective agreement, and who have remained insured since that time for the amount exceeding the standard plan, can remain so, providing:

a) that they send a request to their Employer on the form designed for this purpose, no later than six (6) months after this collective agreement comes into force;

b) that they pay, each month, the first $0.40 per $1,000 of this insurance.

C) BASIC DRUG INSURANCE PLAN

23.12 The basic drug insurance plan covers, subject to the provisions of the contract, the drugs sold by a licensed pharmacist or a duly authorized physician, when prescribed by a physician or a dentist.

23.13 The Employer's contribution to the basic drug insurance plan for each pay period may not exceed the lesser of the following amounts:

a) in the case of a participating employee insured for herself and her dependents:

i) Job title for which the maximum in the salary scale on March 20, 2011, is equal to or higher than $40,000 per year:

- Per 14-day pay period: $5.97;
- Per 7-day pay period: $2.99

ii) Job title for which the maximum of the salary scale on March 20, 2011, is less than $40,000 per year:

- Per 14-day pay period: $13.24;
- Per 7-day pay period: $6.61.

b) in the case of a participating employee insured for herself alone:

i) Job title for which the maximum in the salary scale on March 20, 2011, is equal to or higher than $40,000 per year:

- Per 14-day pay period: $2.39
- Per 7-day pay period: $1.19

ii) Job title for which the maximum in the salary scale on March 20, 2011, is less than $40,000 per year:

- Per 14-day pay period: $5.28
- Per 7-day pay period: $2.64

c) double the premium paid by the participant herself for the benefits of the basic plan.

23.14 The contract must include a waiver for the Employer's premiums as of the one hundred and fifth (105th) week of an employee's disability.

23.15 Participation in the basic drug insurance plan is compulsory.

In the case where an employee is on leave without pay, she must pay all the necessary contributions and premiums herself.

An employee can, upon written notice to her Employer, refuse or cease to participate in the drug insurance plan providing that she establishes that she herself and her dependents are insured under a group insurance plan that provides similar benefits or, if the contract so permits, of the general drug insurance plan offered by the RAMQ.

Proof of the right to an exemption must be kept by the Employer.

23.16 An employee who has refused or ceased to participate in the basic drug insurance plan can decide to participate once again according to the terms stipulated in the contract.

D) SALARY INSURANCE PLAN

23.17 Subject to the provisions in this article, an employee is entitled, for all periods of disability during which she is absent from work, to:

a) payment of benefits equal to the salary she would receive if she was at work, up to the credited number of accumulated sick-leave days or five (5) workdays.

However, if an employee must be absent from work because of illness, without having enough days credited to cover the first five (5) workdays of absence, she may use, in advance, the days that she will accumulate up to November 30 of the current year. However, in the case of departure before the end of the year, she must reimburse the Employer, out of her last pay cheque, at the current rate at the time of her departure, for the sick-leave days taken in advance and not yet acquired;

b) payment of benefits equal to 80% of her salary beginning on the sixth (6^{th}) workday for up to one hundred and four (104) weeks.

For the purpose of calculating the benefits, the employee's salary is the salary rate in the applicable salary scale on the date when the payment of the benefits described in b) begins, including supplements related to the job title and the additional remuneration stipulated in Article 2 of Appendix 3, and in Appendix 11, if any. For employees other than those hired for a permanent full-time position, the amount is reduced based on the time worked during the preceding twelve (12) calendar weeks for which no sick leave, maternity, paternity, adoption leave or annual vacation has been authorized in relation to the benefit payable on a full-time basis. However, in the case of an employee who holds a part-time position, this amount cannot correspond to a lesser number of days than that of her position.

The calculation of the benefits is adjusted afterwards, if applicable, by the rate of increase of the salary scale on the dates stipulated in this collective agreement and/or by the echelon advancement stipulated in her salary scale, if this advancement was scheduled in the six (6) months following the beginning of her disability. However, an employee can only benefit from one echelon advancement during the same period of disability.

Rehabilitation

Beginning on the eighth (8^{th}) week of disability as defined in clause 23.03, an employee who receives salary insurance benefits can, upon the recommendation of the physician designated by the Employer, or at her request and upon the recommendation of her attending physician, is entitled to one (1) or several period(s) of rehabilitation within a period of a maximum of three (3) consecutive months, while continuing to be covered by the salary insurance plan. This period of rehabilitation is possible with the agreement of the Employer providing it enables the employee to accomplish all the duties related to the position that she occupied prior to the beginning

of her disability. The benefits payable during this period of rehabilitation are equal to the salary insurance benefits which she would have received if she was not in a period of rehabilitation, reduced by an amount equal to 80% of the gross salary which she receives for the work performed during this period of rehabilitation. These benefits are paid providing that the work continues to be aimed at rehabilitating an employee to her position and that her disability persists.

The Employer may, upon the recommendation of their designated physician, extend a period of rehabilitation for a maximum of three (3) consecutive months. The Employer and the employee may also agree, upon the recommendation of the attending physician, to extend a period of rehabilitation for the same time period. A period of rehabilitation cannot have the effect of extending the period during which full or reduced salary insurance benefits are paid, beyond one hundred and four (104) weeks of benefits for this disability.

Assignment

Subject to the provisions stipulated in clause 15.05, the Employer may, upon the recommendation of their designated physician or with the consent of the attending physician, temporarily assign an employee receiving salary insurance benefits to duties corresponding to her residual capacities ahead of employees on the availability list. Such an assignment must not be hazardous to the employee's health, safety or physical well-being. This assignment cannot have the effect of interrupting the period of disability or of extending the period during which full or reduced salary insurance benefits are paid beyond the one hundred and four (104) weeks of benefits for this disability. An employee cannot receive a salary which is lower than the one she received before the beginning of her disability for the time worked during this assignment.

23.18 The employee continues to participate in the Government and Public Employees Retirement Plan (RREGOP) as long as the contributions stipulated in subparagraph b) of clause 23.17 remain payable, including the waiting period and for one (1) additional year if she is disabled at the end of the twenty-fourth (24th) month, except in the event of return to work, death or retirement before the end of this period. She is exempted from contributing to RREGOP without losing her rights as soon as she stops receiving the benefits stipulated in subparagraph a) of clause 23.17, or at the end of the period stipulated in the second (2nd) paragraph of clause 23.32, as the case may be. The provisions concerning the contribution waiver are an integral part of the provisions of the pension plan (RREGOP) and the resulting costs are shared like that of any other benefit. Subject to the provisions of this collective agreement, the payment of benefits must not be interpreted as conferring employee status on the beneficiary, nor as adding to her rights as such, namely with respect to the accumulation of sick-leave days.

23.19 Salary insurance benefits are reduced, without regard to future increases resulting from cost-of-living clauses, by the initial amount of all disability benefits payable under any law, in particular the Automobile Insurance Act, an Act respecting the Québec Pension Plan, an Act respecting industrial

accidents and occupational diseases and the different laws on pension plans. More specifically, the following provisions apply:

a) If the disability entitles an employee to benefits payable under an Act respecting the Québec Pension Plan or the various laws on pension plans, the salary insurance benefits are reduced by the amount of these disability benefits.

b) If the disability entitles an employee to disability benefits under the Automobile Insurance Act, the following provisions apply:

   i) for the period covered by subparagraph a) of clause 23.17, if the employee has sick-leave days in reserve, the Employer pays the employee, if applicable, the difference between her net salary and the benefits payable by the SAAQ. The accumulated sick-leave credit is reduced in proportion to the amount thus paid;

   ii) for the period covered by subparagraph b) of clause 23.17, the employee receives, if applicable, the difference between 85% of her net salary[1] and the benefits payable by the SAAQ.

c) In the case of an employment injury entitling an employee to an income replacement indemnity payable under an Act respecting industrial accidents and occupational diseases, the following provisions apply:

   i) the employee receives 90% of her net salary[1] from her Employer until the consolidation of her injury without, however, exceeding one hundred and four (104) weeks from the beginning of her period of disability;

   ii) if the date of consolidation of her injury is prior to the 104th week following the beginning of her continuous period of absence due to an employment injury, the salary insurance plan stipulated in clause 23.17 applies if the employee is still disabled according to clause 23.03 as a result of the same injury, and, in such a case, the date of the beginning of such an absence is considered to be the date of the beginning of the disability for the purpose of applying the salary insurance plan.

   If the employee is entitled to an income replacement indemnity during this period, her benefits are decreased accordingly;

   iii) the benefits paid by the *Commission des normes, de l'équité, de la santé et de la sécurité du travail* for the same period, are owed to the Employer, up to the amounts stipulated in i) and ii).

   The employee must sign the required forms to allow such a reimbursement to the Employer.

The employee's bank of sick-leave days is not affected by such an absence and the employee is considered to be receiving salary insurance benefits.

1 The net salary is the gross salary reduced by the federal and provincial income taxes and by contributions to the Québec Pension Plan and the Employment Insurance Plan.

No salary insurance benefit may be paid for a disability compensated under an Act respecting industrial accidents and occupational diseases when the employment injury entitling the employee to it occurred with another Employer. In this case, the employee is obligated to inform her Employer of such an accident and of the fact that she is receiving an income replacement indemnity.

To receive the benefits stipulated in clauses 23.17 and 23.19, an employee must inform the Employer of the weekly amount of benefits payable under any law.

23.20 The payment of the benefits ceases with the payment for the last week of the month during which the employee retires. The amount of the benefit is divided, if necessary, into one fifth (1/5) of the amount stipulated for a complete week for each workday of disability during the regular workweek.

23.21 No benefit is payable during a strike, except for a disability having begun previously.

23.22 Payment of benefits payable for sick-leave days as well as salary insurance is made directly by the Employer, subject to the employee submitting reasonably required supporting documents.

An employee is entitled to the reimbursement of the fee charged by the physician for any additional medical information required by the Employer.

The employee is responsible for ensuring that all supporting documents are duly completed.

23.23 Whatever the length of the absence, whether the latter is compensated or not, and whether or not an insurance contract is taken out to underwrite the risk, the Employer or the insurer or the government agency chosen by the employer party as a representative of the Employer for this purpose, may verify the reason for the absence and control the nature, as well as the length, of the disability.

23.24 In order to make this verification possible, the employee must notify her Employer immediately when she cannot report for work because of a disability and promptly submit the required supporting documents listed in clause 23.22; the Employer or their representative may require a statement from the employee or from her attending physician, except in cases wherein, given the circumstances, no physician was consulted; they may also have the employee examined for any absence, the cost of the examination is not borne by the employee, and reasonable travel expenses are reimbursed in accordance with the provisions of the collective agreement.

23.25 The verification may be done on a sampling basis or as needed when the Employer deems it appropriate due to an accumulation of absences. In the event that the employee has made a false statement or the reason for the absence is other than the employee's illness, the Employer may take the appropriate disciplinary measures.

23.26 If the nature of the disability prevents the employee from notifying the Employer immediately or submitting the required proof promptly, she must do so as soon as possible.

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

An employee may appeal any dispute concerning the alleged non-existence or termination of a disability, or concerning the Employer's decision requiring her to undergo or extend a period of rehabilitation or an assignment stipulated in clause 23.17, according to the following procedure:

1. The Employer must notify the employee and the Union in writing of their decision to not or no longer recognize the disability or to require the employee to undergo or extend a period of rehabilitation or an assignment. The notice sent to the employee must be accompanied by the report or reports and expert opinions directly related to the disability that the Employer will send to the physician-arbitrator and that will be used in the medical arbitration procedure stipulated in subparagraph 3 or 4.
2. An employee who does not report for work on the day indicated in the notice stipulated in subparagraph 1 is deemed to have contested the Employer's decision by grievance on that date[1].
3. In the event that the disability falls within the field of practice of a physiatrist, a psychiatrist or an orthopedist, the medical arbitration procedure applies:

   a) The local parties have ten (10) days from the date the grievance is filed to agree on the appointment of a physician-arbitrator. The local parties may choose a physician-arbitrator who is not part of the list. If there is no agreement on the relevant specialty within the first five (5) days, the specialty is determined within the next two (2) days by the general practitioner or his substitute[2] on the basis of reports and expert opinions provided by the attending physician and the first (1st) physician designated by the Employer. In this case, the local parties have the number of days remaining in the ten (10)-day period to agree on the appointment of the physician-arbitrator. Failing an agreement on the choice of the physician-arbitrator, the registrar appoints one from the list hereby stipulated in this subparagraph, alternately, based on the relevant specialty determined and the following two (2) geographical sectors:

   PHYSIATRICS
   East Sector[3]

   Boulet, Daniel, Quebec City
   Lavoie, Suzanne, Quebec City
   Morand, Claudine, Quebec City

   West Sector[4]

   Bouthillier, Claude, Montréal
   Lambert, Richard, Montréal
   Lavoie, Suzanne, Montréal
   Tinawi, Simon, Montréal

1 In the case of the candidate for the practice of the nursing profession and the candidate for the practice of the licensed practical nurse profession and the employees covered by the provisions of clause 15.02, clause 2.13 of Appendix 1 applies.

2 For the duration of this collective agreement, the general practitioner is Gilles Bastien and his substitute is Daniel Choinière.

3 The East Sector includes the following regions: *Bas St-Laurent, Saguenay-Lac-Saint-Jean, Capitale-Nationale, Chaudière-Appalaches, Côte-Nord,* and *Gaspésie-Îles-de-la-Madeleine.*

4 The West Sector includes the following regions: *Mauricie et Centre-du-Québec, Estrie, Montréal, Outaouais, Abitibi-Témiscamingue, Nord du Québec, Laval, Lanaudière, Laurentides, Montérégie, Nunavik* and Cree Territory of James Bay

ORTHOPEDICS
East Sector[1]

Beaumont, Pierre, Rivière-du-Loup
Bélanger, Louis-René, Saguenay
Blanchet, Michel, Quebec City
Lacasse, Bernard, Quebec City
Lefebvre, François, Saguenay
Lemieux, Rémy, Saguenay
Lépine, Jean-Marc, Quebec City
Montmigny, Patrice, Quebec City
Séguin, Bernard, Saguenay

West Sector[2]

Bah, Chaikou, Laval
Bellemare, Louis, Montréal
Bertrand, Pierre, Laval
Blanchette, David, Montréal
Desnoyers, Jacques, Longueuil
Dionne, Julien, Saint-Hyacinthe
Gagnon, Sylvain, Montréal
Godin, Claude, Montréal
Héron, Timothy A., Montréal
Jodoin, Alain, Montréal
Major, Pierre, Montréal
Murray, Jacques, Sorel-Tracy
Perron, Odette, Gatineau
Ranger, Pierre, Laval
Renaud, Éric, Laval

PSYCHIATRY
East Sector[1]

Brochu, Michel, Quebec City
Gauthier, Yvan, Quebec City
Girard, Claude, Quebec City
Jobidon, Denis, Quebec City
Leblanc, Gérard, Quebec City
Proteau, Guylaine, Quebec City
Rochette, Denis, Saguenay

1 The East Sector includes the following regions: *Bas St-Laurent, Saguenay-Lac-Saint-Jean, Capitale-Nationale, Chaudière-Appalaches, Côte-Nord,* and *Gaspésie-Îles-de-la-Madeleine*

2 The West Sector includes the following regions: *Mauricie et Centre-du-Québec, Estrie, Montréal, Outaouais, Abitibi-Témiscamingue, Nord-du-Québec, Laval, Lanaudière, Laurentides, Montérégie, Nunavik* and Cree Territory of James Bay.

West Sector[1]

Côté, Louis, Montréal
Fortin, Hélène, Montréal
Grégoire, Michel F., Montréal
Gauthier, Serge, Laval
Guérin, Marc, Montréal
Legault, Louis, Montréal
Margolese, Howard Charles, Montréal
Massac, Charles-Henri, Montréal
Morin, Luc, Montréal
Pineault, Jacynthe, Saint-Hyacinthe
Poirier, Roger-Michel, Montréal
Turcotte, Jean-Robert, Montréal

b) In order to be appointed, the physician-arbitrator must be able to render a decision within the prescribed time period.

c) Within fifteen (15) days of the relevant specialty being determined, the employee or the union representative and the Employer send the physician-arbitrator the files and expert opinions directly related to the disability that have been provided by their respective physicians.

d) The physician-arbitrator meets with the employee and, if they deem it necessary, examines her. This meeting must take place within thirty (30) days of the relevant specialty being determined.

e) Reasonable travel expenses incurred by the employee are reimbursed by the Employer in accordance with the provisions of the collective agreement. The employee is not obliged to travel if the state of her health does not permit it.

f) In the event that the physician-arbitrator concludes that the employee is or remains disabled, they may also rule on the employee's ability to undergo a period of rehabilitation or an assignment.

g) The physician-arbitrator renders a decision on the basis of the documents stipulated in accordance with the provisions of subparagraph c) and the meeting stipulated in subparagraph d). They must render their decision no later than forty-five (45) days from the date the grievance was filed. Their decision is final and binding.

4. In the event that the disability does not fall within the field of practice of a physiatrist, psychiatrist or orthopedist, the medical arbitration procedure stipulated in subparagraph 3 applies, replacing subparagraph a) by the following:

   The local parties have ten (10) days from the date the grievance is filed to agree on the appointment of a physician-arbitrator. Failing an agreement on the relevant specialty within the first five (5) days, it is determined in the two (2) following days by the general practitioner or

1 The West Sector includes the following regions: *Mauricie et Centre-du-Québec, Estrie, Montréal, Outaouais, Abitibi-Témiscamingue, Nord-du-Québec, Laval, Lanaudière, Laurentides, Montérégie, Nunavik* and Cree Territory of James Bay

his substitute[1] on the basis of reports and expert opinions provided by the attending physician and the first (1st) physician designated by the Employer. In this case, the local parties have the number of days remaining in the ten (10)-day period to agree on the appointment of the physician-arbitrator. Failing an agreement on the choice of the physician-arbitrator, the Employer notifies the general practitioner or his substitute, who then has five (5) days to appoint a physician in the field of practice identified.

The employee cannot contest, under the provisions of the collective agreement, her capacity to return to work in the case where a competent body or court constituted under any law, namely the Automobile Insurance Act, an Act respecting industrial accidents and occupational diseases or the Crime Victims Compensation Act, has already ruled on her capacity to return to work in relation to the same disability and the same diagnosis.

The Employer cannot require that an employee return to work before the date stipulated on the medical certificate or as long as the physician-arbitrator has not decided otherwise.

An employee receives the salary insurance benefits stipulated in this article until the date of her return to work or until the decision of the physician-arbitrator is rendered.

If the decision confirms the inexistence or the end of the disability, the employee reimburses the Employer at the rate of ten percent (10%) of the amount paid per pay period, until the debt has been paid off in full.

The physician-arbitrator's expenses and fees are not borne by the union party.

23.28 The sick days accumulated by the employee on the date of the coming into effect of the provisions of the preceding collective agreement and not used under the provisions of this collective agreement remain credited to the employee and may be used, at the regular salary rate at the time they are used, in the manner stipulated hereafter:

a) to cover the five (5)-workday waiting period, when the employee has exhausted her 9.6 sick-leave days for the year stipulated in clause 23.29;

b) for pre-retirement purposes;

c) for buying back years of service non-contributed to RREGOP, Section II of the Act. In this case, the credit of sick-leave days is used in full as follows:

- the first sixty (60) days at their full value; and
- the days in excess of the sixty (60) days, at half their value without limit;

d) to make up the difference between the employee's net salary and the salary insurance benefit stipulated in subparagraph b) of clause 23.17. During this period, the sick-leave credit is reduced proportionately to the amount thus paid.

1 For the duration of this collective agreement, the general practitioner is Gilles Bastien and his substitute is Daniel Choinière.

The same rule applies when the one hundred and four (104) weeks of salary insurance benefits expire. For the purpose of applying this clause, the net salary is the gross salary reduced by federal and provincial income taxes, contributions to the Québec Pension Plan, to the employment insurance plan and the pension plan.

e) when the employee leaves, the accumulated unused sick-leave days are paid up to a maximum of sixty (60) workdays. The sick-leave days accumulated in excess of sixty (60) workdays are paid at the rate of one-half workday for each workday accumulated up to thirty (30) workdays. The maximum number of days payable upon departure cannot exceed ninety (90) workdays under any circumstances.

23.29 At the end of each month of remunerated service, an employee is credited 0.8 workdays of sick leave. For the purpose of this clause, the accumulation of sick-leave days is suspended during any authorized absence of more than thirty (30) days; accumulation is not suspended during authorized leaves of absence which do not exceed thirty (30) calendar days.

Any continuous period of disability of more than twelve (12) months interrupts the accumulation of vacation days without regard to the reference period stipulated in clause 21.01.

Employees are entitled to use three (3) workdays of sick leave stipulated in the first paragraph for personal reasons. The employee takes these days separately, upon a twenty-four (24)-hour notice to the Employer, who cannot refuse without valid reason.

23.30 The employee who has not completely used up the sick-leave days to which she is entitled under clause 23.29 receives, no later than December 15 of each year, payment for the days thus accumulated and unused on November 30 of each year.

23.31 Disability periods in progress on the date this collective agreement comes into effect are not interrupted.

23.32 Part-time employees benefit from the provisions stipulated in subparagraph 7.10 2, instead of accumulating sick-leave days as stipulated in clause 23.29.

Part-time employees who are covered by the basic life insurance plan and the salary insurance plan benefit from the other provisions of the salary insurance plan, but the benefits become payable for each disability period only after seven (7) calendar days of absence from work due to disability, starting on the first (1st) day the employee was required to be present at work

E) RESERVED POSITION

23.33 When an employee becomes incapable for medical reasons of performing part or all of the duties related to her position, the Employer and the Union may agree, upon recommendation of the Health Service or a physician appointed by it, or upon the recommendation of the employee's physician, to reassign the employee to another position for which she meets the normal requirements of the job.

In this case, the attributed position is not posted and the employee does not suffer any drop in salary as a result of this transfer.

ARTICLE 24

PENSION PLAN

24.01 An Act respecting the government and public employees retirement plan (CQLR, c.R.-10) and its amendments apply to the employees covered by this collective agreement.

Progressive retirement programme

24.02 The purpose of the progressive retirement programme is to allow a full-time or part-time employee who holds a position and who works more than forty percent (40%) of full-time hours, to reduce the amount of time she works during the last years of work before retirement.

24.03 Granting of progressive retirement is subject to prior agreement with the Employer taking into consideration the needs of the centre of activities.

A full-time or part-time employee may only take advantage of the programme once, even if it is cancelled before the agreement expires.

24.04 The progressive retirement programme is subject to the following 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 for a maximum period of sixty (60) months;

b) this period, including the percentage and the organization of time worked, is hereafter called "the agreement";

c) at the end of the agreement, the employee retires;

d) if, however, an employee does not qualify for retirement at the end of the agreement for reasons beyond her control (e.g. strike, lockout, correction of prior years of service), the agreement is extended until the date on which the employee qualifies for retirement.

2) **Length of the agreement and percentage of work time**

a) the agreement shall be for a minimum of twelve (12) months and a maximum of sixty (60) months;

b) the request must be made in writing at least ninety (90) days before the beginning of the agreement; the request shall also stipulate the length of the agreement;

c) the percentage of time worked must be at least forty percent (40%) and no more than eighty percent (80%) of the time worked by a full-time employee on an annual basis;

d) the organization and percentage of time worked must be agreed upon by the employee and the Employer and may fluctuate during the course of the agreement. Moreover, the Employer and the employee may agree, in the course of the agreement, to alter the organization and percentage of time worked;

e) the agreement between the employee and the Employer is recorded in writing and a copy is given to the Union.

3) **Rights and benefits**

a) the employee receives remuneration corresponding to the amount of time worked for the length of the agreement;

b) the employee continues to accumulate seniority as if she was not participating in the programme;

for the part-time employee, the reference period for the calculation of seniority is the weekly average of the days of seniority accumulated over the last twelve (12) months of service or since the date her employment began, whichever date is closest to the beginning of the agreement;

c) the employee is credited with the full-time or part-time service she performed before the beginning of the agreement for the purpose of determining pension eligibility and calculating pension benefits

d) the employee and Employer pay contributions to the pension plan during the agreement based on the evolving pensionable earnings and the amount of work (full-time or part-time) that the employee was performing before the beginning of the agreement.

e) in the event that a disability occurs during the course of the agreement, the employee's contributions to the pension plan are waived based on the evolving pensionable earnings and her amount of work before the beginning of the agreement;

during a period of disability, an employee receives salary insurance benefits calculated according to the arrangement and annual percentage of work agreed upon, without going beyond the date of the end of the agreement;

f) in accordance with clause 23.28, sick-leave days credited to an employee may be used in the context of the agreement to exempt an employee from some or all of the workdays under the agreement, up to the equivalent number of sick-leave days to her credit;

g) during the agreement, an employee is entitled to the basic life insurance plan to which she was entitled before the beginning of the agreement;

h) the Employer shall continue to pay their contribution to the basic drug insurance plan, corresponding to that which they paid before the beginning of the agreement, providing the employee pays her contribution.

4) **Voluntary transfer**

In the event of the voluntary transfer of an employee in a progressive retirement programme, the employee and the Employer shall meet in order to agree on whether or not to maintain the agreement and on any modifications which may be made to it. Failing agreement, the agreement shall be terminated.

5) **Bumping or layoff**

When an employee's position is abolished or when she is bumped, the employee is deemed to work the time (full-time or part-time) normally

stipulated for her position for the purpose of applying the bumping procedure. She continues to benefit from the progressive retirement programme.

In the event that an employee is laid off and is entitled to job security, such a layoff does not have any effect on the agreement; the agreement continues to apply during the layoff.

6) **Termination of the agreement**

The agreement comes to an end in the following cases:

- retirement
- death
- resignation
- dismissal
- withdrawal with the Employer's consent
- disability of the employee which lasts for more than three (3) years if she was eligible for salary insurance during the first two (2) years of this disability.

In these cases, as well as in the one stipulated in subparagraph 24.04 4), the service credited under the agreement is maintained; where applicable, unpaid contributions, accumulated with interest, remain on file.

24.05 Except for provisions to the contrary in the preceding paragraphs, an employee who benefits from the progressive retirement programme is governed by the provisions of the collective agreement which apply to part-time employees.

24.06 **Specific provisions for employees transferred from health units**

Employees thus transferred will suffer no prejudice to their pension fund, in accordance with section 75 of an Act respecting the civil service superannuation plan.

ARTICLE 25

MEALS

25.01 **Meals**

If meals are served to beneficiaries at the employee's workplace, or if an employee can reach the workplace to have her meal within the period of time allocated for doing so, the Employer provides the employee with a suitable meal, when such a meal period falls within her work schedule.

The employee who, on account of her place of work, already receives a meal allowance because she fails to have access to a meal service in operation, continues to receive this allowance, unless the Employer can compensate for the absence of service otherwise.

The price of each meal is by item but the complete meal does not exceed:

Breakfast:	$1.99
Lunch:	$4.52
Supper:	$4.52

The cost of meals is increased on April 1 of each year according to the percentage of increase of the salary rates and scales stipulated in clause 7.26 of the collective agreement.

An employee may bring her meal and have it in an appropriate place designated by the Employer for this purpose.

25.02 In institutions where the rates are higher than stipulated in the previous clause, these rates will remain in effect for the duration of this collective agreement.

25.03 The Employer also provides a meal to the employee who works on the night shift.

ARTICLE 26

TRAVEL ALLOWANCES

26.01 An employee who, at the request of the Employer, must perform her duties outside her home base, is entitled to a travel allowance as stipulated in this article.

Automobile expenses

26.02 When an employee is authorized to use her personal automobile, she receives, for every trip made in the performance of her duties, an allowance established as follows:

- for the first 8,000 km during a fiscal year $0.430/km
- for all kilometres over 8,000 km during a fiscal year $0.375/km

An amount of $0.108 is added to the allowance stipulated for kilometres travelled on a gravel road.

When the employee does not use her personal automobile, the Employer reimburses the employee for the expenses incurred according to the conditions established at the local level.

Similarly, when the Employer requires that an employee use her personal automobile and she is unable to do so because of a mechanical problem, the Employer determines another means of transportation for that day and reimburses the employee for the expenses thus incurred, for a maximum of five (5) days per year.

Tolls and parking fees incurred by the employee when travelling in the performance of her duties are reimbursed.

26.03 An employee who is required by her Employer in writing to use an automobile, who uses her personal automobile to this end regularly, and who travels less than 8,000 km during the year, is entitled to receive, in addition to the allowance stipulated in the general plan, a compensation equal to $0.08 per km included between the number of kilometres actually travelled and 8,000 km, payable at the end of the year.

The employee who is required to use her personal automobile during a replacement is entitled to the benefits of this paragraph prorated to the length of the replacement.

When the Employer no longer requires the use of a personal automobile, the employee is entitled, for the entire current year, to the compensation determined according to the conditions stipulated in the two (2) preceding paragraphs.

26.04 **Business insurance**

An employee who is required by the Employer to use her personal automobile and who presents proof of payment of a business insurance premium for the use of her automobile for work purposes in the service of the Employer is reimbursed for this annual premium.

The business insurance must include all the necessary clauses including those which allow for the transportation of passengers as an ordered service, and it must not be cancelled before the expiry date without notifying the Employer beforehand. Before making the payment, the Employer may demand a copy of the insurance policy and all related clauses.

The Employer cannot be held responsible for an employee's omission to add business insurance; the Employer must notify the employee of this exemption by written notice.

26.05 **Meals**

When travelling, an employee is entitled to the following meal allowances according to the conditions established at the local level:

Breakfast: $10.40

Lunch: $14.30

Supper: $21.55

26.06 **Lodging**

When an employee must stay in a hotel in the course of performing her duties, she is entitled to the reimbursement of the actual and reasonable lodging expenses incurred, plus a daily allowance of $5.85.

If an employee stays elsewhere than in an hotel, she receives a set daily allowance of $22.25 when staying with a parent or friend; furthermore, the employee is then reimbursed for the number of kilometres she is required to travel to go from her place of work to the place where she is staying, up to a maximum of thirty-two (32) km round trip.

26.07 If, during the course of this collective agreement, a government regulation authorizes tariffs higher than those stipulated in clauses 26.02, 26.05 and 26.06 for employees governed by this collective agreement, the Employer adjusts the rates stipulated in these clauses within thirty (30) days.

ARTICLE 27

PERSONAL LEAVES

27.01 The Employer grants an employee:

1. five (5) calendar-days of leave for the death of the following family members: spouse, child.
2. three (3) calendar-days of leave for the death of the following family members: father, mother, brother, sister, stepfather, stepmother, father-in-law, mother-in-law, daughter-in-law and son-in-law.
3. one (1) calendar-day of leave for the death of her spouse's child (except for the one stipulated in subparagraph 1), a sister-in-law, brother-in-law, grandparents and grandchildren.
4. an employee is entitled to one (1) additional day for travel if the funeral takes place two hundred and forty (240) kilometres or more from her place of residence for the deaths mentioned in the preceding paragraphs.

27.02 For calculation purposes, the leaves mentioned in subparagraphs 1 and 2 of clause 27.01 begin on the date of the death. The leave mentioned in subparagraph 3 of clause 27.01 may be taken at the employee's discretion between the date of the death and the date of the funeral inclusively.

27.03 Notwithstanding the provisions of clause 27.02, the employee may use one of the days of leave stipulated in subparagraphs 1, 2 and 3 of clause 27.01 to attend the burial or cremation when one of these events is held outside of the stipulated time period.

27.04 For the calendar days of leave mentioned in clause 27.01, the employee receives a remuneration equivalent to that which she would receive if she was at work except if it coincides with another leave stipulated in this collective agreement.

27.05 An employee who is called upon to serve as a juror or to appear as a witness in a case where she is not a party, receives, for the period when she is called upon to serve as a juror or to appear as a witness, the difference between the regular salary stipulated for her job title and the allowance paid by the court.

Except in cases of gross misconduct, in the case of civil lawsuits against an employee in the regular performance of her duties, she does not suffer any loss of salary, with the exception of premiums, for the time during which her presence is needed in court.

27.06 In all cases, the employee notifies her immediate superior or the director of personnel and, upon request by the latter, produces proof or attestation of these facts.

27.07 **Family leave**

An employee may, after having informed the Employer as soon as possible, be absent from work up to ten (10) days without pay per year to fulfill obligations related to the care, health or education of her child or her spouse's

child, or due to the health of her spouse, father, mother, brother, sister or one of her grandparents.

The days used are deducted from the annual bank of sick-leave days or taken without pay, at the employee's discretion.

This leave may be divided into half days if the Employer agrees.

27.08 An employee may be absent from work through the application of sections 79.8 to 79.15 of an Act respecting labour standards (CQLR, c. N-1.1), by informing the Employer of the reasons for her absence as soon as possible and providing the proof justifying her absence.

During this leave without pay, an employee accumulates her seniority and her experience. She continues to participate in the basic drug insurance plan by paying her share of the premiums. She can also continue to participate in the applicable extended insurance plans by making the request at the beginning of the leave and by paying all the premiums.

At the end of this leave without pay, the employee may return to her position or, if applicable, a position that she obtained through a posting, in accordance with the provisions of the collective agreement. In the event that the position has been abolished, or in the case of bumping, the employee is entitled to the benefits that she would have had if she had been at work.

27.09 **Leave for marriage or civil union**

An employee who holds a full-time position is entitled to one (1) week of paid leave for her marriage or civil union.

A part-time employee is also entitled to such a leave prorated to the number of days of the position she holds. In the case where this employee holds an assignment on the date of her departure on leave, this leave is remunerated prorated to the number of days scheduled in the assignment on that date including, if applicable, the number of days of the position she holds if she has not temporarily left her position.

This leave for marriage or civil union is granted on the condition that the employee makes the request at least four (4) weeks in advance.

ARTICLE 28

PROTECTION OF ACQUIRED PRIVILEGES

28.01 Advantages or privileges related to a provincial matter as defined by an Act respecting the process of negotiation of the collective agreements in the public an parapublic sectors acquired by an employee before December 15, 2005, which apply to her and which are superior to the provisions of this collective agreement, are maintained for the benefit of this employee alone.

Notwithstanding the provisions of this paragraph, no modification to the list of job titles, the job descriptions, or the salary rates and scales in the health and social services network made by an institution may constitute an acquired advantage or privilege, nor be invoked as such by an employee.

28.02 The provisions contained in the 2000-2002 or 2000-2003 collective agreements or in previous collective agreements cannot be invoked as an acquired privilege.

ARTICLE 29

REGIONAL DISPARITIES

SECTION I
DEFINITIONS

29.01 For the purpose of this clause, the following are understood to mean:

1- **Dependent:**

The spouse, the dependent child and any other dependent within the meaning of the Income Tax Act, providing that this person resides with the employee. However, for the purpose of this clause, the income earned by the employee's spouse does not entail the loss of their status as a dependent.

The fact that a child attends a public high school in a location other than the employee's place of residence does not make them lose the status of dependent when no public high school is accessible in the locality where the employee lives.

Similarly, the fact that a child attends a public preschool or primary school in a location other that the employee's place of residence does not deprive the child of their status as a dependent when no public preschool or primary school in the child's learning language (French or English) is accessible in the location where the employee lives.

A child twenty-five (25) years old or less who meets the following 3 criteria is also considered to have the status of dependent child:

1. the child attends a recognized public postsecondary school full time in a location other than the place of residence of the employee working in the locality of Fermont or a locality in Sectors III, IV and V except for the localities of Parent, Sanmaur and Clova;
2. during the twelve (12) months preceding the beginning of her postsecondary education programme, the child held the status of dependent in accordance with the definition of dependent set out in this article;
3. the employee provided the supporting documents attesting to the fact that the child is attending a public postsecondary education programme full-time; a proof of registration at the beginning of the semester and proof of attendance at the end of the semester.

The recognition of the status of dependent as defined in the preceding paragraph allows the employee to keep her level of isolation and remote premium and the dependent child to benefit from the provisions related to trips out.

However, the transportation costs allotted to the dependent child and from other programmes, are deducted from the benefits related to trips out for this dependent child.

In addition, the child age twenty-five (25) or under who is no longer considered a dependent for the application of this subclause and who attends a public postsecondary school full time will once again have the status of dependent if they meet the above-mentioned conditions 1) and 3).

Starting point:

Residence, in the legal sense of the term, at the time of hiring, insofar as the residence is located in any of the localities of Québec. The said starting point can be modified by agreement between the Employer and the employee on condition that it is located in any one of the localities of Québec.

2- **Sectors:**

Sector V

The localities of Tasiujak, Ivujivik, Kangiqsualujjuaq, Aupaluk, Quaqtaq, Akulivik, Kangiqsujuaq, Kangirsuk, Salluit, Tarpangajuk.

Sector IV

The localities of Wemindji, Eastmain, Fort Rupert (Waskaganish), Némiscau (Nemaska), Inukjuak, Puvirnituq, Umiujaq, Kuujjuak, Kuujjuarapik, Poste-de-la-Baleine (Whapmagoostui).

Sector III

- The territory located north of the 51st degree of latitude including Mistissini, Chisasibi, Radisson, Schefferville, Kawawachikamach and Waswanipi with the exception of Fermont and the localities specified in sectors IV and V;
- The localities of Parent, Sanmaur and Clova;
- The territory of the North Shore, from east of Havre-St-Pierre to the border of Labrador, including Île d'Anticosti.

Sector II

- The municipality of Fermont;
- The territory of the North Shore, located east of Rivière Moisie and extending to Havre-St-Pierre inclusively;
- Îles-de-la-Madeleine.

Sector I

The localities of Chibougamau, Chapais, Matagami, Joutel, Lebel-sur-Quévillon, Témiscamingue and Ville-Marie.

SECTION II
LEVEL OF PREMIUMS

29.02 An employee working in one of the above-mentioned sectors receives an annual isolation and remote premium of:

Sectors	Rate 2015-04-01 to 2016-03-31 ($)	Rate 2016-04-01 to 2017-03-31 ($)	Rate 2017-04-01 to 2018-03-31 ($)	Rate 2018-04-01 to 2019-04-01 ($)	Rate as of 2019-04-02 ($)
With dependent(s)					
Sector V	19,382	19,673	20,017	20,417	20,825
Sector IV	16,429	16,675	16,967	17,306	17,652
Sector III	12,633	12,822	13,046	13,307	13,573
Sector II	10,041	10,192	10,370	10,577	10,789
Sector I	8,119	8,241	8,385	8,553	8,724
Without dependent(s)					
Sector V	10,994	11,159	11,354	11,581	11,813
Sector IV	9,320	9,460	9,626	9,819	10,015
Sector III	7,897	8,015	8,155	8,318	8,484
Sector II	6,692	6,792	6,911	7,049	7,190
Sector I	5,676	5,761	5,862	5,979	6,099

29.03 A part-time employee working in one of the above-mentioned sectors receives this premium prorated to the number of hours worked.

29.04 The amount of the isolation and remote premium is prorated to the length of the employee's assignment in the territory of an Employer included in a sector described in Section I.

29.05 Subject to clause 29.04 of this section, the Employer ceases to pay the isolation and remote premium stipulated in this section if an employee and her dependents deliberately leave the territory during a leave or paid absence of more than thirty (30) days. However, the isolation and remote premium is maintained as if the employee was at work in the case of an absence for annual vacation, statutory holidays, sick leave, maternity leave, paternity leave or adoption leave, protective reassignment, work accident or occupational disease.

The employee who avails herself of the provisions of the leave with deferred pay plan may, at her request, defer the payment of her isolation and remote premium in the same way as agreed to for her salary.

29.06 In the event that spouses work for the same Employer or when either spouse works for two (2) different Employers in the public and parapublic sector, only one (1) of the two (2) may receive the applicable premium for employees with (a) dependent(s), if there is one (1) or more dependent(s) other than the spouse. If there is no dependent besides the spouse, each is entitled to the premium for employees without dependents, notwithstanding the definition of the term "dependent" in Section I of this clause.

SECTION III
OTHER BENEFITS

29.07 The Employer assumes the following costs for all employees recruited in Québec more than fifty (50) kilometres from the locality in which the employee is called upon to perform her duties, provided it is located in one of the sectors described in Section I:

a) the cost of transportation for the relocated employee and her dependents;

b) the cost of transportation for her personal effects and those of her dependents up to:

- 228 kg for each adult or each child 12 years of age and over;
- 137 kg for each child under 12 years of age;

c) the cost of transportation for her furniture and furnishings, if any;

d) the cost of moving a motorized vehicle, if need be, by road, ship or train;

e) the cost of storing the employee's furniture, furnishings and personal belongings, if need be.

29.08 In the case of the departure of the employee, the expenses stipulated in clause 29.07 are reimbursed. However, the employee is not entitled to reimbursement for these expenses if she resigns to work for another Employer before the 45th calendar day following her arrival in the territory.

29.09 In the event that an employee who is eligible for the provisions in subparagraphs b), c), and d) of clause 29.07 of this section decides not to avail herself of all or part of the said provisions immediately, she remains eligible for them during the two (2) years following the date of the beginning of her assignment.

29.10 These expenses are payable on condition that the employee is not reimbursed by another plan, such as the Federal Manpower Mobility Plan, and only in the following cases:

a) in the case of the employee's first assignment;

b) in the case of a subsequent assignment or transfer requested by either the Employer or the employee;

c) in the case of a breach of contract, the resignation or death of the employee; in the case of Sectors I and II, the reimbursement is prorated to the time worked, with regard to an established reference period of one (1) year, except in the case of death;

d) when an employee obtains a leave for study; in this case, the expenses referred to in clause 29.07 of this section are also payable to the employee whose starting point is located fifty (50) kilometres or less from the locality where she performs her duties.

29.11 For the purpose of this section, these expenses are assumed by the Employer between the starting point and the place of assignment, and are reimbursed upon presentation of supporting documents.

In the case of an employee recruited outside of Québec, these expenses are borne by the Employer without exceeding the equivalent of the cost from Montréal to the locality where the employee is called upon to perform her duties.

When the two (2) spouses work for the same Employer, only one (1) of the two (2) spouses may claim the benefits granted in this section. When one (1) of the spouses has received equivalent benefits from another Employer or another source for this move, the Employer is not obliged to pay any reimbursement.

29.12 The weight of 228 kilograms stipulated in subparagraph b) of clause 29.07 of this section is increased by forty-five (45) kilograms per year of service spent in the territory in the employ of the Employer. This provision applies exclusively to the employee.

SECTION IV
TRIPS OUT

29.13 The Employer reimburses the employee who is recruited more than fifty (50) kilometres from the locality in which she performs her duties, for the inherent cost of the following trips out for her and her dependent(s):

a) for localities in Sector III, except those listed in the following subparagraph, for localities in Sectors IV and V and that of Fermont: four (4) trips out per year for employees without dependents and three (3) trips out per year for employee(s) with dependent(s);

b) for the localities of Havre St-Pierre, Parent, Clova, Sanmaur, as well as Îles-de-la-Madeleine: one (1) trip out per year.

In the case of trips out granted to employees with dependent(s), it is not necessary that a trip be taken simultaneously by all those entitled to such a trip. However, in no case can this provision give an employee and her dependents a greater number of trips out than the one to which each is entitled.

The fact that the employee's spouse works for the Employer or an Employer in the public or parapublic sector should not have the effect of granting the employee a greater number of trips out paid by the Employer than that stipulated in the collective agreement.

These expenses are reimbursed upon presentation of supporting documents on behalf of the employee and her dependents up to a maximum, for each, equivalent to the price of a return airplane ticket (regular or chartered flight, if made with the Employer's agreement) from the assignment area to the starting point located in Québec or to Montréal.

In the case of an employee recruited outside of Québec, these fees must not exceed the lesser of the following two (2) amounts:

- either the equivalent of the price of a return airplane ticket (regular flight) from the assignment locality to her residence at the time of hiring;
- or the equivalent of the price of a return airplane ticket (regular flight) from the assignment locality to Montréal.

29.14 A trip out may be used by the spouse or non-resident spouse, by a non-resident relative or by a friend to visit the employee living in one of the regions mentioned in Section 1. The provisions of this section apply for the reimbursement of costs.

29.15 The distribution and arrangement of the trips out stipulated in clause 29.13 may be the subject of an agreement between the Union and the Employer, including the arrangement of trips out in the case of transportation delays not attributable to the employee.

29.16 Subject to an agreement with the Employer concerning the conditions for recuperation, an employee may use a maximum of one (1) trip out by anticipation in the event of the death of a family member living outside the locality.

For the purposes of this paragraph, a close family member is defined as follows: spouse, child, father, mother, brother, sister, father-in-law, mother-in-law, step-father, step-mother, son-in-law and daughter-in-law.

The use of a trip out by anticipation cannot have the effect of granting an employee a greater number of trips than that to which she is entitled.

SECTION V
REIMBURSEMENT OF TRANSIT EXPENSES

29.17 The Employer reimburses the employee upon presentation of supporting documents, for the expenses incurred in transit (meals, taxi and lodging if any), for herself and her dependents at the time of hiring and all regular leaves, on condition that these expenses are not assumed by a conveyer.

SECTION VI
DEATH OF THE EMPLOYEE

29.18 In the case of the death of the employee or one of the dependents, the Employer pays the transportation costs for the repatriation of the body of the deceased. In addition, the Employer reimburses the dependents for the expenses inherent to a return trip from the place of assignment to the burial site in Québec, in the case of an employee's death.

SECTION VII
TRANSPORTATION OF FOOD

29.19 The employee who is unable to provide her own food supply in Sectors V and IV, in the localities of Kuujjuak, Kuujjuaraapik, Poste-de-la-Baleine (Whapmagoostoo), Chisasibi, Radisson, Mistissini, Waswanipi, because there is no supply source in her locality, receives payment for food transportation expenses up to the following maximum weights:

- 727 kg per year, per adult and per child aged 12 and over;
- 364 kg per year, per child under age 12.

This benefit is granted according to one or the other of the following formulas:

a) either the Employer takes charge of transportation from the most accessible or the most economical source from the point of view of transportation and directly assumes the cost;

b) either the Employer pays the employee an allowance corresponding to the expenses which would have been incurred according to the first formula.

SECTION VIII
VEHICLE AT THE EMPLOYEE'S DISPOSAL

29.20 In all localities where private vehicles are prohibited, cars may be made available to employees, subject to a local arrangement.

SECTION IX
LODGING

29.21 The obligations and practices concerning the provision of lodging by the Employer for the employee at the time of hiring are maintained only in places where they already existed.

29.22 The rent charged to employees who benefit from lodging in Sectors V, IV, III and Fermont are maintained at the rate charged on June 30, 1995.

SECTION X
RETENTION PREMIUM

29.23 Employees who work in the municipalities of Sept-Îles (including Clarke City), Port Cartier, Gallix and Rivière Pentecôte receive a retention premium equivalent to 8% of the annual salary.

The provisions of the preceding paragraph apply prorated to the hours worked.

SECTION XI
PROVISIONS OF PREVIOUS COLLECTIVE AGREEMENTS

29.24 The Employer agrees to renew, for each employee who benefited therefrom on December 31, 1988, the agreements concerning trips out for employees hired less than 50 kilometres from Schefferville and Fermont.

SECTION XII
SPECIFIC CONDITIONS FOR EMPLOYEES WORKING IN OUTPOSTS OR NORTHERN CLINICS

29.25 **Definition**

An outpost or a northern clinic is a service point wherein the employee, in addition to her nursing duties, must evaluate the users and allow a physician to diagnose them over the phone and to determine the appropriate interventions. She is also called upon to perform medical acts and interventions that are generally reserved for physicians in other work settings.

29.26 **In-service education**

An employee who works in an outpost or northern clinic is entitled, once a year, to one (1) five (5)-day updating period, which must be adapted to the needs of the Employer. This updating period must be taken together with a trip out except if it is given in the institution itself.

29.27 **Intervention from outside the outpost or northern clinic**

At the Employer's request, an employee who is on availability (on-call) from outside the outpost or northern clinic, and who intervenes without having to go to the outpost or northern clinic or to the user's home, is not entitled to the benefits stipulated for recall to work. In addition to the availability (on-call) premium stipulated in clause 19.07, she is paid at the overtime rate for the time spent providing the said services.

29.28 **Safety of employees**

The Employer takes the necessary measures to have at least two (2) nurses in each clinic of one of the following institutions:

NUNAVIK (17)

- Tulattavik Health Centre (Ungava Bay);
- Inuulitsivik Health Centre;

CREE TERRITORY OF JAMES BAY (18)

- Cree Board of Health and Social Services of James Bay;

The preceding paragraph does not apply when a nurse lives with her family or spouse or when, with the agreement of the Employer, she prefers to work alone in the clinic.

The safety of employees on the work premises will be a subject of discussion between the parties at the local level.

29.29 **Postgraduate training**

Despite the provisions of clause 2.01 of Appendix 3, an employee benefits, for the duration of her assignment in an outpost or northern clinic, from echelon advancement or additional remuneration for postgraduate training, providing it is admissible in accordance with subparagraph 4 of clause 2.01 of Appendix 3.

29.30 **Special provision**

An employee who holds a Bachelor of Science in Nursing or a Bachelor of Science composed of three (3) eligible certificates, of which at least two (2) certificates are recognized in nursing, may ask to be classified as a Nurse Clinician for the entire length of her assignment in an outpost or a northern clinic, in which case the specific provisions for this job title apply to her.

ARTICLE 30

OCCUPATIONAL HEALTH AND SAFETY

30.01 The Employer takes the necessary measures to prevent accidents, to ensure the safety and promote the good health of employees and the Union cooperates in this. The purpose of the following provisions is the elimination of hazards at the source for the safety and physical integrity of employees.

A) JOINT COMMITTEE

A local joint health and safety committee is set up to study problems specific to each institution and to make recommendations to the Employer on all questions related to occupational health and safety, in particular regarding the prevention of violence.

The mode of representation and the functioning of the committee are established by local arrangement.

30.02 The functions of this committee are:

1. to agree on the modes of inspection of the work premises;
2. to identify situations which could be the source of health hazards for employees;
3. to gather useful information concerning accidents which have occurred;
4. to receive and study employees' complaints concerning health and safety conditions;
5. to recommend any measure deemed useful to correct problems which it has identified;
6. to inform employees on any subject which the committee deems pertinent.

Moreover, when an institution offers a continuous service of home care and assistance to the public, the local parties agree that the Committee also has the mandate to discuss questions related to the safety of employees called upon to do home visits and to recommend the necessary measures to ensure that employees deliver these services in safe conditions.

The parties may, by local agreement, agree to any other functions.

B) PREVENTIVE MEASURES

30.03 An employee who is exposed to radiation because of her work undergoes, during her work hours and at no cost, the following examination and tests except if the attending physician considers them not advisable:

a) a chest X-ray once a year;

b) a blood test (complete blood count) every three (3) months and in the case of excessive exposure to radiations.

The results must be transmitted to the director of staff health services and to the chief radiologist.

Any blood abnormality attributable to radiation detected in an employee will be investigated without delay by a haematologist or a physician competent in the matter in order to discover the cause.

30.04 A strict radiation count must be kept. The results of this radiation count are posted in the radiology department each month.

Every employee agrees to wear a dosimeter in order to have a radiation count that is as accurate as possible.

30.05 In order to ensure the safety of the beneficiaries and employees, the Employer agrees to comply with the standards set by Health Canada, Protection against Radiation Division.

If the personal dosimeter reveals that the excessive exposure of an employee to radiation is attributable to an operational defect of a radiological installation, the institution must, without delay, provide corrective measures and, on demand, give the Union the information to this effect.

30.06 If the personal dosimeter reveals that the employee received excessive doses of radiation, the Employer must grant a leave to the affected employee. This leave does not in any way affect the employee's annual vacation leave or sick leave credit. During this leave, the employee receives a remuneration which is equivalent to that which she would receive if she was at work.

30.07 The Employer gives the employee a copy of the federal report on her personal dosimeter.

30.08 The employee undergoes, during her working hours and at no cost, any examination, immunization or treatment aimed at protecting her health and safety.

30.09 The Employer provides the care required in an emergency to an employee at work, free of charge.

30.10 The employee carrier of germs, and not disabled according to the definition in Article 23, on leave from work on the recommendation of the health service or the physician appointed by the Employer, can be assigned to another position at the choice of the Employer. If such a reassignment is impossible, the employee does not suffer any salary loss or any deduction from her sick-leave bank. However, the Employer may submit such a case to the *Commission des normes, de l'équité, de la santé et de la sécurité du travail*, without prejudice to the employee.

C) CONDITIONS FOR RETURN TO WORK OF AN EMPLOYEE HAVING SUFFERED AN EMPLOYMENT INJURY AS DEFINED IN AN ACT RESPECTING INDUSTRIAL ACCIDENTS AND OCCUPATIONAL DISEASES

30.11 An employee who has suffered an employment injury as defined in an Act respecting industrial accidents and occupational diseases may resume her duties when she establishes that she has once again become capable of performing the normal duties of her job. However, if the position which the employee held at the beginning of her employment injury is no longer available, the employee must avail herself of the provisions concerning the bumping and/or layoff procedure set out in Article 14.

The employee keeps the right to return to work for a three (3)-year period following the beginning of her employment injury.

30.12 If, at the end of the period stipulated in clause 30.11, the employee has not reintegrated the position which she occupied or if, during the same period, she was declared permanently incapable of occupying it, her position becomes vacant.

30.13 During the period stipulated in clause 30.11, the Employer can temporarily assign the employee, even if the injury is not completely consolidated, either to her initial position or, in priority to the employees of the availability list and subject to the provisions regarding the replacement team and the float team, to a position temporarily without an incumbent.

An employee can be thus assigned if the physician responsible for the employee believes that:

a) the employee is reasonably capable of performing the normal duties of the position;

b) the accomplishment of these tasks does not entail hazards for the health, safety and physical well-being of the employee as a result of her injury;

c) this assignment will promote the rehabilitation of the employee.

The temporary assignment of the employee cannot serve to extend the period mentioned in clause 30.11.

30.14 During the period mentioned in clause 30.11, the employee who, despite the consolidation of her injury, remains incapable of returning to her usual work is registered on a special team if her remaining capacities enable her to perform certain duties.

30.15 The employee placed on a special team is considered to have applied for any vacant or newly-created position if her remaining capacities enable her to perform the duties of the position without danger for her health, safety or physical well-being, given her injury.

Notwithstanding the provisions regarding voluntary transfers and subject to clauses 15.06 to 15.13, the position is granted to the employee with the most seniority on the special team, providing that she meets the normal requirements of the job.

The employee who refuses the offered position without valid reason in accordance with this clause is considered to have resigned.

D) UNION LEAVES

30.16 Employees delegated by the *Fédération interprofessionnelle de la santé du Québec - FIQ* are granted leaves from work without loss of salary in order to attend the meetings of the *Association paritaire pour la santé et sécurité du travail du secteur affaires sociales* (committees, general assemblies, board of directors).

An employee is entitled to a leave without loss of salary for the hearing of her case by the appeal bodies stipulated in an Act respecting industrial accidents and occupational diseases (including the BEM - the medical evaluation bureau) regarding an employment injury, as defined by this law, which occurred at work.

ARTICLE 31

DISCRIMINATION, HARASSMENT AND VIOLENCE

31.01 **Discrimination**

It is agreed that no threats, coercion or discrimination against an employee be used by the Employer, the Union or their respective representatives based on the employee's race, colour, sex, pregnancy, sexual orientation, civil status, age except when provided for by law, religion, political beliefs, language, national or ethnic origin, social condition, handicap or the use of a means to overcome this handicap, family relationships, parental status or the exercise of a right recognized by this collective agreement or by law.

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

Notwithstanding what precedes, a distinction, exclusion or preference based on the aptitudes or qualities required to perform the duties of a position is not considered discriminatory.

31.02 **Psychological harassment**

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

The Employer and the Union agree that an employee should not be subject to psychological harassment in the course of her work.

The Employer and the Union work together to prevent or put a halt to any case of psychological harassment brought to their attention.

Notwithstanding the time limit stipulated in clause 10.02, any complaint concerning psychological harassment must be filed within ninety (90) days of the last demonstration of this behaviour.

31.03 **Violence**

The Employer and the Union agree that the employee should not be subject to violence in the course of her work.

The Employer and the Union work together to prevent or put a halt to all forms of violence by appropriate means, including the development of a policy among other things.

31.04 The Employer and the Union recognize the importance of setting up an appropriate procedure to deal with complaints of psychological harassment or violence for all the personnel of the institution.

ARTICLE 32

PROFESSIONAL LIABILITY

32.01 **Liability insurance**

Except in the case of gross negligence, the Employer subscribes to a liability insurance policy to protect the employee who could incur civil liability in the performance of her duties.

If they do not subscribe to a liability insurance policy or if the insurer refuses to cover such a risk, the Employer then assumes the total defence of the employee, except in the case of gross negligence, and agrees not to file any claim against the latter in this regard.

ARTICLE 33

DISCUSSIONS AT THE PROVINCIAL LEVEL AND AMENDMENTS TO THE COLLECTIVE AGREEMENT

33.01 The FIQ and the CPNSSS agree to meet, upon request of one of the parties, to discuss any issues related to a matter that is negotiated and agreed to at the provincial level for the purpose of settling any difficulty related to such an issue.

The parties may agree on the conditions for the pursuit of these discussions; if necessary, a maximum of two (2) employees representing the FIQ are granted leaves without loss of salary for the purpose of attending the sessions. Any request for a union leave must be made at least ten (10) days in advance to the Employer concerned.

Any solution accepted in writing by the parties having the effect of adding to, modifying or rescinding the provisions negotiated and agreed upon at the provincial level constitutes an amendment to this collective agreement.

33.02 Clause 33.01 is not a clause permitting revision as defined in section 107 of the Labour Code and it cannot give rise to any dispute.

ARTICLE 34

SPECIFIC CONDITIONS FOR EMPLOYEES IN PSYCHIATRIC INSTITUTIONS, WINGS OR UNITS

34.01 **Scope**

1. The provisions of this article apply to the employees of the following psychiatric hospital centres:

   CAPITALE-NATIONALE (03)

   Centre intégré universitaire de santé et de services sociaux de la Capitale-Nationale :

   - *Institut Universitaire en santé mentale de Québec.*

MAURICIE ET CENTRE-DU-QUÉBEC (04)

Centre intégré universitaire de santé et de services sociaux de la Mauricie-et-du-Centre-du-Québec :

- *Centre régional de santé mentale.*

MONTRÉAL (06)

Centre intégré universitaire de santé et de services sociaux de l'Est-de-l'Île-de-Montréal :

- *Institut universitaire en santé mentale de Montréal.*

Centre intégré universitaire de santé et de services sociaux du Nord-de-l'Île-de-Montréal :

- *Hôpital Rivière-des-Prairies ;*
- *Pavillon Albert-Prévost.*

Centre intégré universitaire de santé et de services sociaux de l'Ouest-de-l'Île-de-Montréal :

- *Institut universitaire en santé mentale Douglas.*

OUTAOUAIS (07)

Centre intégré de santé et de services sociaux de l'Outaouais :

- *Centre hospitalier Pierre-Janet.*

ABITIBI-TÉMISCAMINGUE (08)

Centre intégré de santé et de services sociaux de l'Abitibi-Témiscamingue :

- *Hôpital psychiatrique de Malartic.*

For the purpose of applying this article, a psychiatric hospital centre is defined as a hospital centre recognized as a psychiatric institution by the *ministère de la Santé et des Services sociaux.*

If, during this collective agreement, a hospital centre mentioned above ceases to be recognized as a psychiatric institution by the *ministère de la Santé et des Services sociaux* or if a hospital centre obtains recognition as a psychiatric institution, the provisions of this article will cease or begin to apply, depending on the case, to the employees of that hospital centre.

2. The provisions stipulated in this article also apply to employees who work in a structured psychiatric wing or unit in the following institutions:

BAS SAINT-LAURENT (01)

Centre intégré de santé et de services sociaux du Bas-Saint-Laurent :

- *Centre hospitalier régional du Grand-Portage ;*
- *Hôpital régional de Rimouski.*

SAGUENAY-LAC ST-JEAN (02)

Centre intégré universitaire de santé et de services sociaux du Saguenay-Lac-St-Jean :

- *Hôpital d'Alma ;*
- *Hôpital de Chicoutimi ;*
- *Hôpital, CLSC et Centre d'hébergement de Roberval.*

CAPITALE-NATIONALE (03)

Centre intégré universitaire de santé et de services sociaux de la Capitale-Nationale :

- *Hôpital de Baie-Saint-Paul.*

CHU de Québec-Université Laval :

- *Hôpital de l'Enfant-Jésus ;*
- *Hôpital du Saint-Sacrement ;*
- *Centre de pédopsychiatrie-Résidence du Sacré-Cœur ;*
- *Pavillon du Centre hospitalier de l'Université Laval.*

MAURICIE ET CENTRE-DU-QUÉBEC (04)

Centre intégré universitaire de santé et de services sociaux de la Mauricie-et-du-Centre-du-Québec :

- *Hôpital du Centre-de-la-Mauricie ;*
- *Hôpital Sainte-Croix de Drummondville ;*
- *Pavillon Ste-Marie ;*
- *Hôtel-Dieu d'Arthabaska ;*
- *Centre de santé et des services sociaux du Haut-St-Maurice.*

ESTRIE (05)

Centre intégré universitaire de santé et de services sociaux de l'Estrie-Centre hospitalier universitaire de Sherbrooke :

- *Hôtel-Dieu de Sherbrooke ;*
- *Hôpital de Granby.*

MONTRÉAL (06)

Centre hospitalier de l'Université de Montréal :

- *Hôpital Notre-Dame du CHUM.*

Centre intégré universitaire de santé et de services sociaux du Nord-de-l'Île-de-Montréal :

- *Hôpital Fleury ;*
- *Hôpital Jean-Talon.*

McGill University Health Centre:

- Montreal General Hospital;
- Montreal Children's Hospital.

Centre intégré universitaire de santé et de services sociaux de l'Ouest-de-l'Île-de-Montréal:

- Lakeshore General Hospital ;
- St. Mary's Hospital.

Centre intégré universitaire de santé et de services sociaux du Centre-Ouest-de-l'Île-de-Montréal:

- Jewish General Hospital.

Centre intégré universitaire de santé et de services sociaux de l'Est-de-l'Île-de-Montréal :

- *Pavillon Rosemont.*

OUTAOUAIS (07)

Centre intégré de santé et de services sociaux de l'Outaouais :

- *Hôpital de Gatineau ;*
- *Hôpital de Hull.*

ABITIBI-TÉMISCAMINGUE (08)

Centre intégré de santé et de services sociaux de l'Abitibi-Témiscamingue :

- *Centre de soins de courte durée La Sarre ;*
- *Hôpital d'Amos ;*
- *Hôpital de Rouyn-Noranda.*

CHAUDIÈRE-APPALACHES (12)

Centre intégré de santé et de services sociaux de Chaudière-Appalaches :

- *Hôpital de Montmagny ;*
- *Hôpital de Saint-Georges ;*
- *Hôpital de Thetford Mines ;*
- *Hôtel-Dieu de Lévis.*

LANAUDIÈRE (14)

Centre intégré de santé et de services sociaux de Lanaudière :

- *Centre hospitalier régional de Lanaudière ;*
- *Hôpital Pierre-Le Gardeur.*

LAURENTIDES (15)

Centre intégré de santé et de services sociaux des Laurentides :

- *Centre de services de Rivière-Rouge ;*
- *Hôpital régional de Saint-Jérôme ;*
- *Hôpital Laurentien.*

MONTÉRÉGIE (16)

Centre intégré de santé et de services sociaux de la Montérégie-Centre :

- *Hôpital du Haut-Richelieu ;*
- *Hôpital Charles Lemoyne.*

Centre intégré de santé et de services sociaux de la Montérégie-Ouest :

- *Hôpital du Suroît ;*
- *Centre hospitalier Anna-Laberge.*

Centre intégré de santé et de services sociaux de la Montérégie-Est :

- *Hôpital Pierre-Boucher ;*
- *Hôpital Honoré-Mercier ;*
- *Hôtel-Dieu de Sorel.*

For the purpose of applying this article, a structured psychiatric wing or unit is defined as follows: specially organized premises with personnel assigned to the care and supervision of psychiatric patients as well as to the implementation of structured rehabilitation programmes prepared for the beneficiaries by the professional staff of the wing or unit.

If, during this collective agreement, an institution sets up or closes a psychiatric department or wing, the CPNSSS and the *Fédération interprofessionnelle de la santé du Québec - FIQ*, as well as representatives of the institution concerned, will meet in order to determine if this wing or unit should be considered, or cease to be considered, depending on the case, as a structured psychiatric wing or unit, as defined above.

If, during this collective agreement, an institution recognized as a psychiatric institution by the *ministère de la Santé et des Services sociaux* ceases to be recognized as such, while maintaining a psychiatric wing or unit, the CPNSSS and the F*édération interprofessionnelle de la santé du Québec - FIQ*, as well as representatives of the institution concerned, will meet in order to determine if this wing or unit should be considered as a structured wing or unit, as defined above.

3. The provisions stipulated in this article also apply to employees who work in a structured psychiatric emergency room in the following institutions:

CAPITALE-NATIONALE (03)

CHU de Québec-Université Laval :

- *Hôpital de l'Enfant-Jésus ;*
- *Pavillon Centre hospitalier de l'Université Laval ;*
- *Hôpital du Saint-Sacrement.*

ESTRIE (05)

Centre intégré universitaire de santé et de services sociaux de l'Estrie-Centre hospitalier universitaire de Sherbrooke :

- *Hôtel-Dieu de Sherbrooke.*

MONTRÉAL (06)

Centre intégré universitaire de santé et de services sociaux de l'Est-de-l'Île-de-Montréal :

- *Pavillon Rosemont.*

Centre hospitalier de l'Université de Montréal :

- *Hôpital Notre-Dame.*

McGill University Health Centre:

- Montreal General Hospital.

Centre intégré universitaire de santé et de services sociaux du Centre-Ouest-de-l'Île-de-Montréal :

- Jewish General Hospital.

Centre intégré universitaire de santé et de services sociaux de l'Ouest-de-l'Île-de-Montréal :

- St. Mary's Hospital

MONTÉRÉGIE (16)

Centre intégré de santé et de services sociaux de la Montérégie-Centre :

- *Hôpital Charles Lemoyne.*

Centre intégré de santé et de services sociaux de la Montérégie-Est :

- *Hôpital Pierre-Boucher.*

For the purpose of applying this article, a structured psychiatric emergency room is defined as a specially organized emergency room with personnel assigned to the care and supervision of psychiatric patients.

If, during this collective agreement, an institution sets up or closes a psychiatric emergency room, the CPNSSS and the *Fédération interprofessionnelle de la santé du Québec - FIQ*, as well as representatives of the institution concerned, will meet in order to determine if this psychiatric emergency room should be considered, or cease to be considered, depending on the case, as a structured psychiatric emergency room, as defined above.

If, during this collective agreement, an institution recognized as a psychiatric institution by the *ministère de la Santé et des Services sociaux* ceases to be recognized as such, while maintaining a psychiatric emergency room, the CPNSSS and the FIQ, as well as representatives of the institution concerned, will meet in order to determine if this emergency room should be considered as a structured psychiatric emergency room, as defined above.

34.02 **Psychiatry premium**

Except for an employee in a psychiatric emergency department covered by the critical care premium and the enhanced critical care premium stipulated in clause 9.05, an employee covered by this article receives a weekly premium of:

Rate 2015-04-01 to 2016-03-31 ($)	Rate 2016-04-01 to 2017-03-31 ($)	Rate 2017-04-01 to 2018-03-31 ($)	Rate 2018-04-01 to 2019-04-01 ($)	Rate as of 2019-04-02 ($)
18.65	18.93	19.26	19.65	20.04

To receive this premium, an employee must be assigned to the rehabilitation, care or monitoring of beneficiaries.

34.03 **Floating holidays**

The full-time employee covered by this article is entitled on the first of July each year, to one-half (½) day of holiday per month worked up to a maximum of five (5) days per year.

34.04 The full-time employee who ceases to be covered by this article receives pay for all floating holidays thus acquired and not used according to the pay that she would receive if she took them then.

34.05 The part-time employee covered by this article is not entitled to take floating holidays, but she receives the monetary compensation stipulated in clause 7.11.

34.06 The list of institutions in this article cannot have the effect of entitling employees other than those who work in the hospital mission to the benefits stipulated.

ARTICLE 35

TASK AND ORGANIZATION OF WORK

To improve the quality of care offered, the parties agree to promote the continuity of care.

35.01 In the sixty (60) days that follow the coming into effect of the collective agreement, the parties set up a Provincial Joint Committee on Task and Organization of Work. This Committee begins operating as soon as it is set up.

35.02 **Composition of the Committee**

The committee is composed of nine (9) members appointed as follows:

a) the union party appoints four (4) members;

b) the employer party appoints five (5) members.

Distribution of votes

The union party and the employer party each have one (1) vote.

35.03 **Mandates of the Committee on Task and Organization of Work**

The mandates of the Committee are to:

a) study the task and organization of work;

b) study the impact of the introduction of technological changes;

c) recommend the creation of new job titles, if applicable;

d) recognize the existence of and study new clinical sectors, and revise the use of those that already exist;

e) evaluate the possibility and the need for employees to practice in new sectors of clinical activity;

f) examine any question agreed upon by the parties;

g) make recommendations to the various stakeholders.

35.04 **Functioning of the Committee**

The parties on the Committee appoint a secretary among the union or employer representatives. Their main function is to:

- write up the minutes;
- ensure that the files of the meetings are complete;
- see to it that the final report is drawn up.

Meetings are called by the secretary upon request of one or the other of the parties.

The Committee establishes the other rules required to operate.

ARTICLE 36

PROVINCIAL LABOUR RELATIONS COMMITTEE

The negotiating parties set up a Provincial Labour Relations Committee.

Mandates of the Committee:

The mandates of the Committee are to:

- examine any questions brought forward by the parties;
- analyze the means for improving the timeframes related to grievance arbitration;
- analyze the possibility of transmitting the employee's license number with the remittance of union dues to the Union which includes a detailed account;
- revise the list of physician-arbitrators.

Composition of the committee:

The Committee is composed of three (3) representatives from the employer party and three (3) representatives from the union party.

ARTICLE 37

MECHANISM FOR THE MODIFICATION OF THE LIST OF JOB TITLES, JOB DESCRIPTIONS, SALARY RATES AND SCALES

General provisions

37.01 Any modification of the list of job titles, job descriptions, salary rates and scales is subject to the following procedure.

37.02 Only the *ministère de la Santé et des services sociaux* (MSSS) is authorized to abolish or modify a job title included in the list or to create a new one.

37.03 A Union or a group of unions or an Employer may also request a modification of the list. To do so, it must send a written, justified request to the MSSS using the form for this purpose.

Unless the request is a joint one, a copy is sent to the other party.

The MSSS informs the union groups of all requests for modification that it receives.

37.04 A job title may be created only in cases where the MSSS establishes:

- that the main attributions of a job are not included in any of the job descriptions of the job titles in the list;
- that significant modifications are made to the main attributions of a job title already included in the list.

In all cases, the main attributions of a job title must be of a permanent nature.

37.05 The MSSS informs the petitioner and the union groups of its decision to follow up or not on any request for modification of the list.

For the purpose of this mechanism, the union groups are the following seven (7) entities: the APTS, the FP-CSN, the FSSS-CSN, the FSQ-CSQ, the FIQ, the SCFPFTQ and the SQEES-298-FTQ.

Each union group is responsible for informing the MSSS of the contact information of the person to receive the information from the MSSS.

Consultation on the proposed modification

37.06 If, during this collective agreement, the MSSS decides to create a job title, it informs each one of the union groups in writing. The notice transmitted by the MSSS must include a detailed description of the proposed modification.

In the event that the MSSS decides not to follow-up on a proposed modification of the list of job titles following a request made under the provisions of clause 37.03, it informs the concerned union groups and local parties.

37.07 The union groups have ninety (90) days from the receipt of the proposed modification of the list of job titles to submit their written opinion to the MSSS.

37.08 Upon written request from a union group, the MSSS convenes a meeting of the union groups and representatives from the MSSS, with the goal of exchanging information on the proposed modification. The meeting must take place in the thirty (30) days following receipt of notice. The MSSS may also convene such a meeting on its own initiative.

37.09 The MSSS informs the union groups of its decision at the end of the time limit stipulated in clause 37.07.

***Comité national des emplois* (Provincial Jobs Committee)**

37.10 A *Comité national des emplois* is set up within ninety (90) days of the collective agreement coming into effect.

37.11 The Committee is composed of six (6) representatives from the employer party and, for the union party, of two (2) representatives from the CSN and FIQ unions and a maximum of two (2) representatives for each of the following Unions: CSQ, APTS and FTQ.

Each party appoints a secretary; all communications from one party to the other are through the secretary.

37.12 The Committee meets at the request of one or the other of the parties upon written notice from the secretary. The meeting must take place within ten (10) days following receipt of the notice.

37.13 The mandate of the Committee is to establish the ranking applicable to any new job title referred by the MSSS or any existing job title for which the MSSS has modified the academic requirements.

To do this, it must use the job evaluation system in effect and determine the evaluation ratings to be attributed to each of the evaluation sub-factors.

37.14 The Committee must establish that all the pertinent information is available before the discussions begin on the new job title and the value of the related duties.

If necessary, the Committee may, for the purpose of the evaluation of the duties, use significant reference jobs or reference actions agreed to by the parties and the interpretation guide for the evaluation system. It must take into account the application that was made by other job categories as defined by the Pay Equity Act.

37.15 If the parties agree on the evaluation of all the sub-factors, the salary rate or scale related to the new job title is the reference rate or scale for the corresponding ranking, determined by the *Conseil du trésor* or, if it is completed, by the pay equity programme that includes the evaluated job title.

37.16 Any agreement reached by the *Comité national des emplois* is final and binding.

37.17 If no agreement is concluded on the ratings to be attributed to the sub-factors of the job evaluation system within ninety (90) days following the report stipulated in clause 37.14, the ratings of the sub-factors which are the object of contention are submitted to arbitration with a summary of the respective claims of the parties.

Arbitration procedure

37.18 The parties attempt to agree on the appointment of an arbitrator specialized in the field of job evaluations. Failing an agreement within thirty (30) days, one of the parties asks the Minister of Labour to appoint this specialized arbitrator.

37.19 Each party appoints its assessor and assumes the latter's fees and expenses.

37.20 The jurisdiction of the arbitrator is limited to the application of the system of evaluation regarding the sub-factors in contention submitted to them and the proof presented. They do not have the power to alter the job evaluation system, its interpretation guide, the reference rates and scales, or other tools for the evaluation of the duties.

The arbitrator must take into consideration, for the purpose of comparing the evaluation ratings, how these were applied for other job categories.

37.21 The ranking of the evaluated job corresponds to the ratings of the sub-factors on which there was a consensus on the *Comité national des emplois* and those established by the arbitrator.

37.22 The salary rate or scale related to the new job title is the reference rate or scale for the corresponding classification, determined by the *Conseil du trésor* or, if it is completed, by the pay equity programme that includes the evaluated job title.

37.23 If it is established during arbitration that one or several duties do not appear in the description, although employees are and continue to be under the obligation to accomplish them, the arbitrator may decide to include them in the description for the purpose of implementing the powers which are attributed to them under clause 37.20.

37.24 The arbitrator's decision is final and binding on the parties. Payment of their fees and expenses are shared equally by the parties.

Change of salary following a reclassification

37.25 The readjustment, if any, of the earnings of the employee reclassified under these clauses is determined according to the provisions of the collective agreement and is retroactive to the date on which the employee began to accomplish the duties of the new job title, but at the earliest on the date it goes into effect stipulated in clause 37.06.

37.26 The payment is made within ninety (90) days following the agreement between the parties or the arbitral award.

Modifications of the list of job titles

37.27 When modifications are made to the list of job titles under the provisions of this article, the *ministère de la Santé et des Services sociaux* (MSSS) notifies the provincial parties. These modifications go into effect on the date of this notice.

ARTICLE 38

DURATION AND RETROACTIVITY OF THE PROVINCIAL PROVISIONS OF THE COLLECTIVE AGREEMENT

38.01 Subject to clauses 38.03, 38.04 and 38.05, these provincial provisions of the collective agreement go into effect as of July 10, 2016 and remain in effect until March 31, 2020.

38.02 Subject to clauses 38.03, 38.04 and 38.05, the provisions stipulated in the previous collective agreement continue to apply until the date that this collective agreement goes into effect.

38.03 The following provisions and those corresponding in the appendices go into effect as of April 1, 2016:

1. overtime;
2. salary rates and scales, including the job security allowance, the salary insurance benefit including that paid by the *Commission des normes, de l'équité, de la santé et de la sécurité du travail* (CNESST) and/or by the *Société d'assurance automobile du Québec* (SAAQ) and the sick days payable by December 15 of each year, the allowances stipulated in parental rights, the additional remuneration stipulated in Article 2 of Appendix 3 and the provisions regarding the employees outside the rate or scale;
3. salary supplement for the replacement in various positions stipulated in clause 7.06;

4. evening and night premium stipulated in clause 9.01;
5. enhanced evening and night premiums stipulated in clause 9.02;
6. split shift premium;
7. psychiatry premium;
8. isolation and remote premium and the retention premium;
9. weekend premium;
10. salary supplement for the nurse working in an outpost or northern clinic;
11. on-call premium stipulated in clause 19.07;
12. critical care premium and enhanced critical care premium;
13. rotation premium;
14. orientation and clinical training premium
15. premium applicable in the absence of shift overlap stipulated in Article 4 of Letter of Understanding No.16.

Part-time employees

For the part-time employees, the amounts of retroactive pay ensuing from the application of clause 38.03 include the adjustment of remuneration for sick days, annual vacation and statutory holidays and those in lieu of floating holidays according to the percentage rates stipulated in the collective agreement for part-time employees. This adjustment is calculated on the portion of the retroactive payment due from the adjustment of the salary rates and scales.

38.04 The following relative provisions go into effect on April 1, 2015:

1- the additional remuneration stipulated in paragraph A) of clause 7.27;

2- the letter of understanding regarding the employee working with clientele presenting severe behaviour disorders;

3- the letter of understanding regarding the employee working with clientele in a residential and long-term care centre.

38.05 The following provisions and those corresponding to the appendices go into effect on the date the provincial provisions of this collective agreement are signed:

1- parental rights stipulated in Article 22;

2- regional disparities stipulated in Article 29.

38.06 The payment of the salary based on the scales and the payment of premiums and supplements stipulated in the collective agreement begins at the latest in the forty-five (45) days after the signature of the provisions of the collective agreement.

38.07 Subject to the provisions of clause 38.08, the retroactive amounts ensuing from the application of clauses 38.03, 38.04 and 38.05 are payable, at the latest, ninety (90) days after the collective agreement is signed.

The retroactive amounts are paid by a separate payment and are accompanied by a document explaining the details of the calculation.

38.08 The employee whose employment ended between April 1, 2015 and the date of payment of the retroactive amounts must make the request for payment for salary owed to her in the four (4) months following receipt of the list stipulated in clause 38.09. In the case of an employee's death, the request may be made by her heirs.

38.09 In the three (3) months following the date the collective agreement goes into effect, the Employer provides the Union with the list of all the employees having left their employment since April 1, 2015 as well as their last known address.

38.10 The letters of understanding and appendices to the collective agreement are an integral part of the collective agreement.

38.11 Notwithstanding the provisions of clause 11.16 of the collective agreement, the claims pursuant to clauses 38.03 and 38.04 may be granted retroactively, respectively to April 1, 2016, and April 1, 2015. Those done pursuant to clause 38.05 may be granted retroactively to the date the provincial provisions of the collective agreement were signed.

38.12 The collective agreement is deemed to remain in effect until the date a new collective agreement goes into effect.

In witness whereof the provincial parties have signed, this seventh (7th) day of the month of June 2016.

LA FÉDÉRATION INTERPROFESSIONNELLE DE LA SANTÉ DU QUÉBEC-FIQ

Régine Laurent

Nancy Bédard

Daniel Gilbert

Serge Prévost

Daniel David

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

Marco Thibault

Yvan Gendron

Mélanie Hillinger

François Perron

LE MINISTRE DE LA SANTÉ ET DES SERVICES SOCIAUX

Gaétan Barrette

APPENDIX 1

SPECIFIC CONDITIONS APPLICABLE TO CERTAIN EMPLOYEES NOT SUBJECT TO THE INCUMBENCY PROCESS

ARTICLE 1
SCOPE

1.01 This appendix applies to employees in institutions where the local parties have agreed, by agreement, to be exempted from the application of the incumbency process.

This agreement can only cover groups of job titles that include twenty (20) employees or less in full-time equivalents (FTE). The groups are as follows:

- nurse;
- licensed practical nurse;
- respiratory therapist;
- clinical perfusionist.

The following institutions are excluded from the incumbency process:

NUNAVIK (17)

- Tulattavik Health Centre (Ungava Bay);
- Inuulitsivik Health Centre;

CREE TERRITORY OF JAMES BAY (18)

- Cree Board of Health and Social Services of James Bay.

An agreement that complies with these provisions covering the exemption from the incumbency process continues to apply as long as the above-mentioned job title groups still have twenty (20) employees or fewer in FTE. If the number of employees becomes higher than twenty (20) in one of the job title groups, the agreement becomes null and void.

1.02 This appendix also applies to employees who meet one of the following criteria and who want to be exempt from the incumbency process:

- hold a position in another institution in the health and social services sector;
- teach in a recognized teaching institution;
- are age fifty-five (55) or older.

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 number of hours less than the number stipulated for her job title. A part-time employee who exceptionally works the total hours stipulated for her job title retains her part-time employee status.

2.02 When it is stipulated in the collective agreement that an employee who fails to use the bumping and/or layoff procedure stipulated in Article 14, "is deemed to have resigned", this mention is replaced by "is deemed to be part of the availability list".

The same applies when an employee refuses a position or a transfer or refuses to choose a position according to the provisions of Articles 14 and 15.

The provisions of the previous paragraph do not apply in the case stipulated in clause 14.02 of the collective agreement.

2.03 When it is stipulated in Article 14 that employees who are unable to obtain a position are laid off and registered with the *service national de main-d'oeuvre* (SNMO) (Provincial Workforce Service) and that employees who do not have job security have priority of employment provisions, these mentions are replaced with: "Employees who are unable to obtain a position are laid off and registered, if applicable, with the SNMO."

2.04 (This clause replaces the last sentence of subparagraph D) of paragraph 1 of clause 14.01)

In the meantime, an employee with job security is registered on the replacement team of her institution and an employee who does not have job security is registered on the availability list of her institution.

2.05 (This paragraph is added to subparagraph 2 of clause 14.02)

Employees who do not have job security and employees who do not hold positions are registered on the availability list of the institutions in the region according to the following provisions:

The method of dividing the employees able to be reassigned on the availability list of each institution in the region is determined by the SNMO.

An employee may register on the availability list of only one institution in the region. The choice of institution is made by order of seniority on a date agreed to between the local parties, before the special measure is applied.

The seniority and experience of the reassigned employee is recognized by the new Employer.

2.06 (This clause replaces clause 14.21 of the collective agreement)

If, after the bumping and/or layoff procedure has been applied, employees who are covered by clause 15.02 or 15.03 are actually laid off, these employees will be reassigned to another job according to the procedures

stipulated in Article 15. As for the other employees, they will be registered on the availability list.

2.07 (This paragraph replaces the first paragraph of clause 15.02 of the collective agreement)

An employee who has between one (1) and two (2) years of seniority and who is laid off is registered on the availability list of the institution, unless she has been registered on the availability list of another institution under the provisions of Article 14, and on the SNMO list. She is reassigned, according to the procedures of this article, to an available position for which the institution would have to hire a candidate from outside.

2.08 (The following subparagraph is added to clause 15.04 of the collective agreement)

4. Employee who is not an incumbent of any position in the institution. However, when this employee becomes an incumbent of a position, her accumulated seniority in the institution is recognized for job security or priority of employment purposes, subject to the limits set out in the previous paragraphs.

2.09 When it is stipulated in the collective agreement that an employee who refuses a position under the reassignment procedure "is deemed to have resigned", this mention is replaced by "is deemed to be part of the availability list".

The same applies when the employee refuses retraining without a valid reason.

2.10 (This paragraph replaces clause 15.12 of the collective agreement)

1. For the purpose of applying this article, a full-time or part-time position is considered available when there has been no application, or no employee among those who have applied meets the normal requirements of the job, or the position would have to be awarded, under the provisions regarding voluntary transfers, to an applicant holding a part-time position and who possesses less seniority than the employee registered with the SNMO who has the most seniority or an applicant who does not hold a position.
2. No institution may resort to an employee holding a part-time position who possesses less seniority than the employee registered with the SNMO who has the most seniority or an employee on the availability list or hire a candidate from outside the institution for an available position, as long as employees subject to clause 15.03, registered with the SNMO, can satisfy the normal requirements of the job for such a position.
3. Any available position may be left unfilled during the waiting period for an applicant referred by the SNMO. At the Union's request, the Employer will inform the Union of the reason why the position is not temporarily filled.
4. The Employer may not proceed with an appointment to an available position as long as they are waiting for an employee referred by the SNMO. The SNMO has a time limit of ninety (90) days to refer an employee.

2.11 (This paragraph is added to clause 22.18 of the collective agreement)

Likewise, upon returning from maternity leave, an employee who does not hold a position returns to the assignment she held at the time of her departure if the projected term of this assignment continues after the end of the maternity leave. If the assignment is terminated, the employee is entitled to any other assignment according to the provisions of the collective agreement.

2.12 (This paragraph is added to clause 22.29A of the collective agreement)

Likewise, upon returning from leave without pay or part-time leave without pay, an employee who does not hold a position returns to the assignment she held at the time of her departure if this assignment continues after the end of this leave.

If the assignment is terminated, the employee is entitled to any other assignment according to the provisions of the collective agreement.

2.13 (This paragraph replaces subparagraph 2 of clause 23.27 of the collective agreement)

An employee who does not report for work on the day indicated in the notice stipulated in subparagraph 1 is deemed to have contested the Employer's decision by grievance on that date. In the case of an unassigned part-time employee on the availability list, the grievance is deemed to be filed on the day when the Union receives a notice from the Employer informing it that the employee has not reported for work on an assignment that was offered to her, or no later than seven (7) days after receipt of the notice stipulated in subparagraph 1.

2.14 (This paragraph is added to clause 27.08)

Likewise, upon return from leave without pay, an employee who does not hold a position returns to the assignment that she held at the time of her departure if this assignment still exists at the end of her leave.

If the assignment has ended, the employee is entitled to all other assignments according to the provisions of the collective agreement.

APPENDIX 2

SPECIFIC CONDITIONS APPLICABLE IN THE CASE OF INTEGRATION UNDER SECTIONS 130 TO 136 OF AN ACT RESPECTING OCCUPATIONAL HEALTH AND SAFETY (CQLR, C. S-2.1)

ARTICLE 1
SCOPE

The provisions of this collective agreement apply to employees who are to be integrated provided they are not otherwise modified by this appendix.

A) **Promotion, Transfer, Demotion**

Newly-created positions will not be subject to the provisions regarding voluntary transfers and employees to be integrated will fill these positions. On account of integration, their appointment cannot be contested.

B) **Seniority**

Years of service acquired with the conveyor Employer are transferred as years of seniority in the institution.

C) **Professional experience**

The employee is given recognition for experience deemed pertinent by the institution.

D) **Salary**

Employees will not suffer any decrease in hourly wages.

E) **Vacation**

The provisions of the collective agreement concerning vacations apply to the integrated employees as of the first day of employment.

F) **Pension plan**

The employees are subject to the Government and Public Employees Retirement Plan as soon as they start work in the institution.

ARTICLE 2
OTHER WORKING CONDITIONS

Integrated employees cannot transfer any other working conditions in effect with the conveyor Employer.

APPENDIX 3

SPECIFIC CONDITIONS FOR NURSES

ARTICLE 1
SCOPE

The provisions of this collective agreement apply to nurses holding one of the following job titles, to the extent that they are not otherwise modified by this appendix:

2471 - Nurse

2459 - Nurse team leader

2489 - Assistant-head-nurse

Assistant to the immediate superior

2462 - Nurse instructor

ARTICLE 2
POSTGRADUATE TRAINING

2.01 1. Equal to or greater than fifteen (15) credits and less than thirty (30) credits:

Any postgraduate course in nursing equal to or greater than fifteen (15) credits is equivalent to one (1) year of experience for the purpose of echelon advancement in the salary scale or, if applicable, to an additional remuneration of 1.5% of the salary stipulated for the last echelon of the salary scale.

2. Thirty (30) credits:

Any postgraduate course in nursing of thirty (30) credits is equivalent to two (2) years of experience for the purpose of echelon advancement in the salary scale or, if applicable, to an additional remuneration of 3% of the salary stipulated for the last echelon of the salary scale.

3. Conditions of application:

An employee must work in her specialty in order to benefit from this echelon advancement in her salary scale. In order to benefit from this additional remuneration, the postgraduate training must be required by the Employer. If the employee uses more than one of these postgraduate courses in her specialty, she is entitled to the total number of echelons stipulated for these postgraduate courses or, if applicable, to an additional remuneration of no more than 6% of the salary stipulated for the last echelon of her salary scale.

4. Eligible postgraduate training:

The list of postgraduate programmes and their relative value stipulated in the 2000-2002 collective agreement and the programmes of studies recognized by the *ministère de l'Éducation et de l'Enseignement supérieur* are recognized for the purpose of applying this article.

5. The parties agree, however, that an employee who holds a certificate from an advanced school of nursing, a Bachelor of Science in Nursing or a Master of Science in Nursing is entitled to the number of years of experience as determined below, pursuant to her salary scale and regardless of the position she holds.

   - Certificate from an advanced school of nursing: two (2) years of experience.
   - One (1) year successfully completed in view of a diploma in nursing: two (2) years of experience.
   - Bachelor of Science in Nursing: four (4) years of experience.
   - Master of Science in Nursing: six (6) years of experience.

6. Effective value of higher education:

   An employee possessing one (1) or more of the higher education diplomas mentioned in the foregoing paragraph shall benefit only from the diploma providing her with the most number of years of experience.

7. An employee holding a Bachelor of Science in Nursing, receives, if applicable, an additional remuneration of 6% when she works in a centre of activities where the Employer, between January 1, 1983, and December 31, 1989, has awarded a position with the same job title as hers with such an academic requirement.

   An employee who holds a certificate from an advanced school of nursing, a Bachelor of Science in Nursing or a Master of Science in Nursing and who works in a centre of activities where the Employer imposes or requires one or more postgraduate training courses for her job title is deemed to possess this training for the purpose of the additional remuneration stipulated in subparagraphs 2.01 -1 and 2.01 -2. However, this additional remuneration shall not exceed the percentage normally awarded to the other employees for the training required or deemed to be required.

An employee who has benefited from an echelon advancement for postgraduate training receives the additional remuneration for the said postgraduate training when she has completed one (1) year or more of experience in the last echelon of her salary scale and this postgraduate training is required by the Employer according to the provisions of clause 2.02.

When an employee who holds a position for which postgraduate training is required cannot benefit from all of the years of experience for the purpose of echelon advancement to which she is entitled for her postgraduate training because she is in the last echelon of her salary scale due to the combination of her experience and her postgraduate training, this employee receives additional remuneration, for each echelon that is no longer accessible to her, equivalent to 1.5% of the salary stipulated for the top of her salary scale, until this additional remuneration corresponds to all of the echelons to which she is entitled for her postgraduate training, without exceeding 6%.

An employee in the last echelon only because of her experience receives the additional remuneration for her postgraduate training when it is required by the Employer according to the provisions of clause 2.02.

2.02 For the purpose of applying this article, the Employer determines the required postgraduate courses by centre of activities and by job title that entitle employees to additional remuneration.

ARTICLE 3
SPECIFIC CONDITIONS FOR EMPLOYEES WORKING IN PENAL INSTITUTIONS

3.01 **Floating holidays**

A full-time employee who works exclusively in a penal institution is entitled, as of July 1 of each year, to one half (½) day off for each month worked up to a maximum of five (5) days per year.

3.02 A full-time employee who ceases to be covered by this article is paid for all the unused floating holidays thus acquired according to the benefit she would receive if she had taken them at that time.

3.03 A part-time employee covered by this article is not entitled to take these floating holidays, but receives the monetary compensation stipulated in clause 7.11.

ARTICLE 4
SPECIFIC CONDITIONS

Employees who currently work at the *Centre hospitalier de Charlevoix*[1] and who already receive a premium of ten percent (10%) of their basic salary, will continue to receive this premium instead of the premium stipulated in clause 34.02 of the collective agreement, provided that the conditions remain unchanged.

1 Which is part of the *Centre intégré universitaire de santé et de services sociaux de la Capitale-Nationale.*

APPENDIX 4

SPECIFIC CONDITIONS FOR THE EMPLOYEE WITH A NURSE JOB TITLE REQUIRING A UNIVERSITY DEGREE

ARTICLE 1
SCOPE

1.01 The provisions of this collective agreement apply, to the extent that they are not otherwise modified by this appendix, to the employees in the following job titles:

1911 - Nurse clinician

1912 - Nurse clinician assistant-head-nurse

Nurse clinician assistant to the immediate superior

1913 - Care counsellor nurse

1914 - Specialty nurse practitioner candidate

1915 - Specialty nurse practitioner

1916 - Nurse first surgical assistant

1917 - Nurse clinician specialist

1.02 The specific conditions for employees working in a penal institution appearing in Article 3 of Appendix 3 apply, if applicable, to the employees covered by this appendix.

ARTICLE 2
PREVIOUS EXPERIENCE

(This article replaces Article 8 of the general collective agreement)

2.01 An employee currently in the Employer's service and any employee who will be subsequently hired is classified, with respect to her salary only, according to the length of previous work in one of the job titles stipulated in clause 1.01 and, if applicable, according to the valid experience acquired in a comparable job title, provided that she has not ceased to practise her profession for more than five (5) consecutive years. An employee who has left her profession for more than five (5) years may not be classified in the last echelon of the salary scale at the time she is classified.

Any part of a year recognized under the foregoing paragraph is taken into account in determining the employee's date of echelon advancement.

Notwithstanding the above, the employees currently in the Employer's service and those subsequently hired cannot be credited for the experience acquired in 1983, for the purpose of classification in their salary scale.

2.02 Upon hiring, the Employer shall require the employee to produce an attestation of this experience. The employee will obtain this attestation from the Employer with whom she acquired it. Failing this, the Employer cannot invoke the prescription deadline against the employee. If it is impossible for the employee to provide written proof or an attestation of this experience,

after having shown such impossibility, she may make a sworn declaration, which then has the same value as the written attestation.

ARTICLE 3
OVERTIME

(These clauses replace clause 19.03 of the general collective agreement)

Method of remuneration

3.01 An employee who works overtime is paid for the number of hours worked in the following manner:

1- the overtime hours are granted at straight time, within the next thirty (30) days, unless there is an agreement to the contrary between the Employer and the employee;

2- if the Employer cannot grant time off for the said overtime within this deadline, it will be paid at straight time.

3.02 The parties may agree, by local arrangement, that the foregoing clause does not apply to an employee working in an outpost or a northern clinic covered by Section XII of Article 29. In this case, the overtime hours worked are paid at straight time.

3.03 Notwithstanding the preceding paragraph, the method of remuneration of overtime stipulated in clause 19.03 applies to nurse clinicians (1911), nurse clinicians assistant-head-nurse and nurse clinicians assistant to the immediate superior (1912) who work in the centres of activities where services are provided twenty-four (24) hours a day, seven (7) days a week.

ARTICLE 4
EVALUATION

4.01 An employee must be informed of any evaluation of her professional activities.

4.02 Any request for information regarding an employee's professional activities, whether on duty or not, will be provided by the Employer.

ARTICLE 5
SALARY

5.01 **Integration of employees into the salary scales who are hired after the date the collective agreement goes into effect**

An employee hired after the date the collective agreement goes into effect is integrated into the echelon corresponding to her years of experience according to clause 2.01 and, if applicable, by taking into account the provisions of clauses 5.08 to 5.14, all according to the rules applicable to an echelon advancement.

An employee with no experience in one of the job titles in this appendix is integrated into the first (1st) echelon, subject to the provisions of clauses 5.08 to 5.14.

5.02 **Integration of employees into the salary scales who are promoted after the date the collective agreement goes into effect**

An employee promoted to a position in a job title stipulated in clause 1.01 receives the basic salary for that job title immediately higher than the one she would receive in the job title she is leaving, taking into account, if applicable, the additional remuneration for postgraduate training.

However, a nurse clinician promoted to nurse clinician assistant-head-nurse or nurse clinician assistant to the immediate superior receives, in her new job title, the salary stipulated for the echelon of this job title corresponding to the salary she received in the job title she is leaving.

An assistant-head-nurse or an assistant to the immediate superior who obtains a nurse clinician position maintains the remuneration she received before her promotion (basic salary and, if applicable, the additional remuneration for postgraduate training) until she is in her new salary scale at an echelon guaranteeing her a basic salary equal to or greater than the remuneration she received prior to her promotion.

5.03 The community health nurse[1], the assistant-head-nurse or the assistant to the immediate superior who has a Master of Science in Nursing, a Bachelor of Science in Nursing or a Bachelor's degree including at least two (2) recognized nursing certificates, is classified as a nurse clinician or, if applicable, as a nurse clinician assistant-head-nurse or a nurse clinician assistant to the immediate superior on the date she obtains her degree.

The rules for integrating an employee reclassified in this manner are those stipulated in clause 5.02.

5.04 If, within twelve (12) months of each increase in salary scale, an employee subject to one of the job titles covered in clause 1.01 receives a lower salary than she would have received in the job title she left (taking into account, if applicable, the additional remuneration for postgraduate training), she receives, effective from the date that her salary is lower and until the echelon advancement in her salary scale, the salary she would have received in the job title she left. However, if the advancement in echelon in her salary scale provides her with a lower salary than the one she would have received in the job title she left, she continues to receive the salary for her former job title until her next echelon advancement.

Recognition of years of experience

5.05 One (1) year of valid professional work is equivalent to one (1) year of professional experience.

5.06 For the calculation of a part-time employee's experience, each day of work is equivalent to: 1/225th of a year of experience if she is entitled to twenty (20) days of annual vacation, 1/224th of a year of experience if she is entitled to twenty-one (21) days of annual vacation, 1/223rd of a year of experience if she is entitled to twenty-two (22) days of annual vacation, 1/222nd of a year of experience if she is entitled to twenty-three (23) days of annual vacation, 1/221st of a year of experience if she is entitled to twenty-four (24) days of

1 Access to the nurse clinician job title applies only to a nurse working in the CLSC mission.

annual vacation, and 1/220th of a year of experience if she is entitled to twenty-five (25) days of annual vacation.

5.07 An employee may not accumulate more than one (1) year of work experience during a twelve (12)-month period, subject to clauses 5.08 to 5.14.

Recognition of professional improvement studies after obtaining an undergraduate degree

5.08 This concerns the academic training relevant to the profession practised in addition to the undergraduate degree.

5.09 One (1) year of studies (or its equivalent, 30 credits) successfully completed in the same discipline as the one mentioned in an employee's job description is equivalent to two (2) years of professional experience.

5.10 One (1) year of studies (or its equivalent, 30 credits) successfully completed in a discipline related to the one mentioned in an employee's job description is equivalent to one (1) year of professional experience.

5.11 Notwithstanding clause 5.09, the final year of a Master's or a doctoral programme is equivalent to only one (1) year of professional experience if the degree is not obtained.

5.12 Only the number of years normally required to complete the studies shall be counted.

5.13 A maximum of three (3) years of schooling may be counted for the purpose of experience.

5.14 "University degree" means that an employee has completed the schooling necessary to acquire the degree according to the system in force at the time this schooling was completed.

Echelon advancement

5.15 The length of stay in an echelon is normally six (6) months of professional experience in echelons 1 to 8 and (1) year of professional experience in echelons 9 to 18.

5.16 Echelon advancement is granted based on satisfactory performance.

5.17 Accelerated echelon advancement is granted on the date when the employee has completed the academic requirements that entitle her to an experience credit according to the provisions of clauses 5.08 to 5.14. This accelerated echelon advancement does not alter the employee's regular date of echelon advancement.

5.18 Following performance considered to be outstanding by the Employer, accelerated advancement of one echelon is granted to an employee on her date of echelon advancement.

ARTICLE 6
SPECIAL PROVISIONS REGARDING ARTICLE 15 (JOB SECURITY)

For the purpose of applying clause 15.13 (comparable position), the job titles subject to this appendix are deemed to be included in the "nursing" sector of activities.

ARTICLE 7
PROVISIONS REGARDING THE ACADEMIC TRAINING OF THE NURSE CLINICIAN AND THE CARE COUNSELLOR NURSE

Nurse clinician:

An employee working for an institution in the health and social services sector on May 14, 2006, who had a Bachelor's of Science, composed of at least two (2) eligible certificates in accordance with the provisions of the 2000-2002 collective agreement, qualifies to apply for a nurse clinician position. The same applies to an employee who, on May 14, 2006, was continuing her studies in view of completing a third (3rd) certificate in the context of such a Bachelor's degree. If the employee who was continuing her studies on May 14, 2006, had completed or was completing a second (2nd) certificate in the context of a Bachelor's of Science, the third (3rd) must be a recognized nursing certificate listed in Appendix 10, unless she already has two (2) recognized nursing certificates.

The employee is responsible for providing a copy of the degrees obtained in order to qualify to apply for this position with her current Employer as well as with a future Employer.

Care counsellor nurse:

An employee who worked for an institution in the health and social services sector on May 14, 2006, who has three (3) recognized nursing certificates listed in Appendix 10 qualifies to apply for a care counsellor nurse position.

An employee who had started her third (3rd) recognized nursing certificate listed in Appendix 10 on May 14, 2006, also qualifies to apply for a care counsellor nurse position. A nursing certificate does not however include a certificate in administration or management.

The employee is responsible for providing a copy of the degrees obtained in order to qualify to apply for this position with her current Employer as well as with a future Employer.

APPENDIX 5

SPECIFIC CONDITIONS FOR NURSING OR RESPIRATORY THERAPY EXTERNS

ARTICLE 1
SCOPE

The provisions of the collective agreement, except for Article 17, to the extent that they are not otherwise modified by this appendix, apply to the nursing or respiratory therapy externs for the length of their employment, as stipulated in the regulations.

ARTICLE 2
PROBATION PERIOD

A nursing or respiratory therapy extern who, after her externship, is rehired or integrated into a job title of candidate for admission to the practice of the nursing or respiratory therapy profession is subject to a new probation period.

ARTICLE 3
SENIORITY

Regardless of the provisions of subparagraph 2 in clause 12.11 of the collective agreement, an employee's accumulated seniority as a nursing or respiratory therapy extern will be recognized if, within six (6) months of the end of her studies, she is hired in the same institution as a candidate for admission to the practice of the nursing profession or as a respiratory therapist.

ARTICLE 4
LIFE, HEALTH AND SALARY INSURANCE PLAN

The employee does not participate in the life, health and salary insurance plans and receives the fringe benefits of a part-time employee not covered by this plan.

APPENDIX 6

ATYPICAL SCHEDULES

The local parties may, by agreement, implement atypical schedules composed of a number of hours superior to the regular workday without however exceeding twelve (12) hours of work.

An employee on an atypical schedule may not, under any circumstances, be given benefits superior to those given to an employee on a regular schedule.

Scope

The following provisions are aimed at adjusting the corresponding provincial provisions set out in the collective agreement.

1. **Statutory holidays**

   The days of statutory holidays are converted on July 1 of each year into hours according to the following formula:

$$\left(\frac{\text{Number of hours in the regular workweek stipulated for a full-time position}}{\text{5 days}} \right) \times \text{13 statutory holidays}$$

   If an employee starts an atypical schedule after July 1, the number of hours obtained by using the above formula is reduced by the number of hours equal to the statutory holidays already taken since that date.

   In the event of an absence during which statutory holidays are not accumulated, the number of hours calculated using the formula is reduced by the number of hours equal to one (1) regular workday multiplied by the number of statutory holidays that occur during this absence.

   When a statutory holiday is taken, an employee is paid according to the number of hours stipulated for a workday in an atypical schedule and the number of hours calculated using the formula is reduced by the number of hours thus paid.

   When a statutory holiday coincides with a sick leave not exceeding twelve (12) months, the employee is paid according to the provisions of clause 20.03 and the number of hours calculated using the formula is reduced by the number of hours equal to one (1) regular workday.

   The Employer reserves a sufficient number of hours to pay the Québec National Holiday statutory holiday for a full-time employee.

2. **Other leaves**

   The days of leave listed hereafter are converted into hours using the following formula:

$$\left(\frac{\text{Number of hours in the regular workweek stipulated for a full-time position}}{\text{5 days}} \right) \times \left(\text{Number of days stipulated in the collective agreement for a specific leave} - \text{number of days of leave already used} \right)$$

The leaves covered are:

- annual vacation;
- floating holidays;
- bank of sick-leave days;
- certain leaves stipulated in parental leaves:
  - special leave (clause 22.20);
  - paternity leave (clause 22.21);
  - leave for adoption (clause 22.22).

When the leave is taken, the employee is paid according to the number of hours stipulated for the atypical schedule workday and the number of hours determined using the formula is reduced by the number of hours thus paid.

3. **Union leaves**

When the number of hours of union leave exceeds the number of hours in a regular workweek stipulated for a full-time position divided into five (5) days, the bank of union leaves is reduced by the equivalent number of days by using the following formula:

$$\text{Number of hours of union leave for a day under the atypical work schedule} \div \left(\frac{\text{Number of hours in a regular workweek for a full-time position}}{\text{5 days}} \right)$$

4. **Salary insurance**

The waiting period is equal to the number of hours stipulated for a regular workweek.

5. **Premiums payable per shift**

The premiums payable per shift are converted into hourly premiums by dividing them by the number of hours in the regular workweek stipulated for a full-time position divided by five (5) days.

6. **Weekly premiums and supplements**

The weekly premiums and supplements are converted into hourly premiums and supplements by dividing them by the number of hours in the regular workweek stipulated for a full-time position.

7. **Rest period**

When an employee's schedule includes a day of between eight (8) hours and twelve (12) hours inclusively, an employee is entitled to a break with a prorated number of minutes calculated on the basis of her having thirty (30) minutes of rest per eight (8)-hour day. These minutes of rest are divided into at least two (2) rest periods.

8. **Calculation of the minimum availability for the enhanced evening and night premiums, the enhanced critical care premium and the enhanced specific critical care premium**

   For the purpose of calculating the minimum availability of sixteen (16) days per twenty-eight (28) days stipulated for the enhanced evening and night premiums, the enhanced critical care premium and the enhanced specific critical care premium, the number of hours of availability offered and honoured by an employee including the hours of her position during the twenty-eight (28)-day period is divided by the number of hours stipulated for a shift in the regular workweek.

9. **Overtime**

   For the purpose of qualifying for overtime, the regular workweek for a full-time or part-time employee and an employee who is working a replacement assignment, is that stipulated in the new schedule. The regular workweek for a full-time employee and an employee working an entire replacement assignment is that stipulated in the new schedule. The regular workweek for an employee who does a replacement assignment on two (2) types of schedules, a regular schedule and an atypical schedule, is that stipulated for the job title subject to a regular schedule.

10. **Accumulation of experience for a part-time employee**

    When the number of hours of work in an atypical schedule is different to that stipulated for her job title for a regular workday, experience is calculated based on the hours worked in relation to the number of hours of a regular day. However, an employee cannot accumulate more than one (1) year of experience in a calendar year.

11. **Payment of hours not used**

    An employee who has not used all the hours of leave converted under this appendix receives payment, within one month of the end of the period stipulated in the collective agreement for taking the said leave, of the unused hours that do not allow for a full day off with pay.

APPENDIX 7

MOVING EXPENSES

ARTICLE 1
GENERAL PROVISIONS

1.01 The provisions of this appendix serve to determine what is covered as moving expenses for an employee who is entitled to the reimbursement of moving expenses as part of the job security plan stipulated in Article 15 of the collective agreement.

1.02 An employee can only claim moving expenses if the *service national de main-d'oeuvre* (SNMO) (Provincial Workforce Service) agrees that the relocation of the said employee requires her to move.

The move is deemed necessary if it actually takes place and if the distance between the new and former home base is greater than fifty (50) kilometres.

The move is not deemed necessary, however, if the distance between the new home base and the employee's residence is less than fifty (50) kilometres.

1.03 The provisions of this appendix apply, with the necessary adjustments, when the move follows the application of a special measure stipulated in clauses 14.11 and 14.18 or a reassignment made in the institution according to subparagraph 15.09 5. In these situations, the Employer assumes the responsibilities stipulated in this article instead of the *Service national de main-d'œuvre* (SNMO) (Provincial Workforce Service).

ARTICLE 2
TRANSPORTATION EXPENSES FOR FURNITURE AND PERSONAL BELONGINGS

2.01 The SNMO agrees to assume, upon presentation of supporting documents, the expenses incurred for the transportation of the furniture and personal belongings of the employee concerned, including the packing, unpacking and the cost of the insurance premium or the cost of towing a mobile home providing the said employee provides, in advance, at least two (2) detailed estimates of the costs to be incurred.

2.02 The SNMO does not however pay the transportation costs of the employee's personal vehicle, unless the place of her new residence is inaccessible by road. Similarly, the SNMO does not reimburse the transportation costs for pleasure craft, canoes, etc.

ARTICLE 3
STORAGE

3.01 When, for force majeure reasons, other than the construction of a new home, an employee cannot move directly from one home to another, the SNMO pays for the storage of the furniture and personal belongings of the employee and her dependents, for up to a maximum of two (2) months.

ARTICLE 4
EXPENSES RELATED TO MOVING

4.01 The SNMO pays a moving allowance of $750.00 to any reassigned employee who maintains a home as compensation for moving-related expenses (carpets, drapes, disconnection and connection of electrical appliances, cleaning, babysitting, etc.) unless this employee is assigned to a place where complete facilities are put at her disposal by the institution. The employee who does not maintain a home receives a moving allowance of $200.00.

ARTICLE 5
COMPENSATION FOR A LEASE

5.01 An employee covered by Article 1 of this appendix is also entitled, if need be, to the following compensation: upon leaving an apartment or home without a written lease, the SNMO will pay an amount equal to one (1) month of rent. If there is a lease, the SNMO will pay a maximum of three (3) months of rent to the employee who must break her lease when the landlord requests compensation. In both cases, the employee must testify to the legitimacy of the landlord's request and present supporting documents.

5.02 If the employee chooses to sublet her apartment herself, a reasonable price for advertising the sublet is paid for by the SNMO.

ARTICLE 6
REIMBURSEMENT OF EXPENSES INHERENT TO THE SALE OF A HOUSE

6.01 The SNMO pays the following expenses for the sale and/or purchase of the main residence of the relocated employee:

a) broker fees upon presentation of supporting documents after the signing of the deed of sale;

b) actual cost of deed, chargeable to the employee for the purchase of a house for residence purposes at the place of her assignment providing that the employee was already the owner of her house at the time of relocation and that the said house has been sold;

c) the penalties for breaking a mortgage as well as the real estate transfer tax.

6.02 When the house of the relocated employee, put on sale at a reasonable price, is not sold at the time the employee must make new arrangements for lodging, the SNMO does not reimburse the expenses related to keeping the unsold house. However, in this case, on presentation of supporting documents, the SNMO reimburses the following expenses for a maximum of three (3) months:

a) municipal and school taxes;

b) interest on the mortgage;

c) the cost of the insurance premium.

6.03 If the relocated employee chooses not to sell her main residence, she can benefit from the provisions of this article in order to avoid a double financial burden as owner if her main residence is not rented at the time she must assume new obligations for lodging in the locality to which she has been relocated. The SNMO pays, for the time the house is not rented, the amount of the new rent for a maximum of three (3) months, upon presentation of the leases. Moreover, the SNMO reimburses reasonable advertising expenses and the expenses for two (2) trips made to rent out the house, upon presentation of supporting documents in accordance with the regulations concerning travel expenses in force at the SNMO.

ARTICLE 7
LODGING AND ASSIGNMENT EXPENSES

7.01 When, for force majeure reasons, other than the building of a new residence, an employee cannot move directly from one residence to another, the SNMO reimburses the employee's lodging expenses for her and her family for a maximum of two (2) weeks, in accordance with the regulations concerning travel expenses in force at the SNMO.

7.02 If the move is delayed and with the authorization of the SNMO, or when the employee's spouse and dependent children are not relocated immediately, the SNMO pays for travel costs for up to four hundred and eighty (480) kilometres for the employee to visit her family every two (2) weeks, if the distance to be covered round trip is equal to or less than four hundred and eighty (480) kilometres, or for up to a maximum of sixteen hundred (1,600) kilometres once a month, if the distance to be covered round trip is greater than four hundred and eighty (480) kilometres.

ARTICLE 8
CONDITIONS OF PAYMENT

8.01 Moving expenses provided in this appendix are reimbursed within sixty (60) days of the employee submitting supporting documents.

APPENDIX 8

THE FOUR-DAY SCHEDULE

The local parties may, by agreement, implement a schedule with a four-day workweek:

1. **Four (4)-day workweek**

   For full-time employees, the regular workweek is modified as follows:

   a) the regular workweek for employees who presently work thirty-five (35) hours becomes thirty-two (32) hours divided into four (4) days of eight (8) hours per workday.

   b) the regular workweek for employees who presently work thirty-six and one-quarter (36.25) hours becomes thirty-two (32) hours or thirty-three hours divided into four (4) days of eight (8) hours or eight and one-quarter (8.25) hours per workday.

   c) the regular workweek for employees who presently work thirty-seven and one-half (37.50) hours becomes thirty-three (33) hours divided into four (4) days of eight and one-quarter (8.25) hours per workday.

   The workday for part-time employees is that stipulated in the new schedule.

2. **Conversion of leaves into premiums for full-time employees**

   - The maximum number of sick-leave days which can be accumulated drops from 9.6 to 5 days per year.
   - Statutory holidays may be reduced by a minimum of 8 days and a maximum of 11 days.
   - The leaves thus freed up are converted into a compensation index. Depending on the number of days thus converted, the percentage of this index shall vary according to the following table:

days converted	compensation index
12.6	4.3%
13.6	4.9%
14.6	5.5%
15.6	6.0%

   The compensation index applies to the hourly rate of pay for the job title, the supplement, and the psychiatry premium, as well as the additional remuneration in Article 2 of Appendix 3, and in Appendix 11, applied to the hourly rate of pay for the job title.

3. **Changes as a result of the new schedule**

   Full-time employees continue to be governed by the rules that apply to full-time employees.

In addition to statutory holidays and sick leaves that have been used to calculate the compensation index, the following benefits are prorated to the new workweek:

	Former schedule	New schedule
- floating holidays in psychiatry, in penal institutions and specific units	5 days	4 days
- annual vacation		
- less than 17 years of service	20 days	16 days
- 17 and 18 years of service	21 days	16.8 days
- 19 and 20 years of service	22 days	17.6 days
- 21 and 22 years of service	23 days	18.4 days
- 23 and 24 years of service	24 days	19.2 days
- 25 years of service and more	25 days	20 days

- the supplement:

Supplement	Rate 2015-04-01 to 2016-03-31 ($)	Rate 2016-04-01 to 2017-03-31 ($)	Rate 2017-04-01 to 2018-03-31 ($)	Rate 2018-04-01 to 2019-04-01 ($)	Rate as of 2019-04-02 ($)
Replacement of the head nurse	1.83/h	1.86/h	1.89/h	1.93/h	1.97/h
Licensed practical nurse team leader (3446)	0.45/h	0.46/h	0.47/h	0.48/h	0.49/h

- the premium:

Premium	Rate 2015-04-01 to 2016-03-31 ($)	Rate 2016-04-01 to 2017-03-31 ($)	Rate 2017-04-01 to 2018-03-31 ($)	Rate 2018-04-01 to 2019-04-01 ($)	Rate as of 2019-04-02 ($)
Psychiatry	0.52/h	0.53/h	0.54/h	0.55/h	0.56/h

The payment of the availability (on-call) premium is prorated to the hours of availability (on-call) worked in relation to eight hours.

The salary to be used for the purpose of paying the additional remuneration stipulated in Article 2 of Appendix 3 and in Appendix 11 is the salary for the new schedule.

The salary to be used for calculating any benefits, allowances or other is the salary stipulated on the new schedule, including the compensation index, namely for:

- maternity, paternity or adoption leave allowance;
- salary insurance benefits;
- layoff allowance;
- leave with deferred pay.

The waiting period for the full-time employee on disability is four (4) workdays.

For the purpose of qualifying for overtime, the regular workday for a full-time or part-time employee and an employee doing a replacement is the one stipulated on the new schedule. The regular workweek for a full-time employee or an employee replacing for the full week is that of the new schedule. For an employee replacing on two types of schedules, the regular workweek is the one stipulated for the job title with the five (5)-day schedule.

4. **Terms and conditions of application**

The chosen model, its length and conditions of application are subject to an agreement between the local parties.

The conditions to be agreed upon locally include, namely:

a) the area covered (centre of activities);

b) the proportion of volunteers; in the case of a disagreement between the parties, the proportion must be 80%;

c) conditions for employees who do not volunteer (e.g. exchanging of positions);

d) application for a minimum of one (1) year, renewable;

e) possibility for one of the parties to terminate the agreement by giving notice sixty (60) days before the renewal;

f) possibility for the parties to terminate the agreement at any time upon mutual agreement;

g) when the activities of the centre of activities so permit, the local parties agree to make the four (4)-day schedule available on an individual basis.

5. **Pension plan**

The employee covered by this appendix is governed by the provisions of an Act respecting the government and public employees retirement plan (RREGOP) for her pension plan.

APPENDIX 9

SPECIAL CONDITIONS FOR EMPLOYEES WORKING IN A SPECIFIC UNIT

ARTICLE 1
SCOPE

This appendix applies to specific units recognized by the *ministère de la Santé et des Services sociaux* (MSSS).

ARTICLE 2
FLOATING HOLIDAYS

2.01 A full-time employee who works in a specific unit of the institutions listed in Article 3 is entitled, as of July 1 of each year, to one-half day off for each month worked up to a maximum of five (5) days per year.

2.02 An employee who leaves her assignment in the specific unit is paid for all the unused floating holidays thus acquired according to the remuneration she would receive if she took them at that time.

2.03 A part-time employee who works in a specific unit is not entitled to take these floating holidays, but receives the monetary compensation stipulated in clause 7.11.

ARTICLE 3
INSTITUTIONS COVERED

3.01 The specific units in the following institutions are covered by the provisions of this appendix:

CAPITALE-NATIONALE (03)

Centre intégré universitaire de santé et de services sociaux de la Capitale-Nationale :

- *Services de réadaptation aux adultes et aux aînés ;*
- *Centre d'hébergement Saint-Antoine.*

ESTRIE (05)

Centre intégré universitaire de santé et de services sociaux de l'Estrie - Centre hospitalier universitaire de Sherbrooke :

- *Hôpital et centre d'hébergement Argyll.*

MONTRÉAL (06)

Centre intégré universitaire de santé et de services sociaux du Centre-Sud-de-l'Île-de-Montréal :

- *Centre d'hébergement Armand Lavergne ;*
- *Centre d'hébergement Émilie-Gamelin ;*
- *Centre d'hébergement Yvon-Brunet ;*
- *Centre d'hébergement des Seigneurs.*

Centre intégré universitaire de santé et de services sociaux du Nord-de-l'Île-de-Montréal :

- *Centre d'hébergement de Saint-Laurent.*

Centre intégré universitaire de santé et de services sociaux de l'Est-de-l'Île-de Montréal :

- *Centre d'hébergement Pierre-Joseph-Triest ;*
- *Centre d'hébergement Jeanne-Le-Ber ;*
- *Centre d'hébergement Rousselot.*

Centre intégré universitaire de santé et de services sociaux de l'Ouest-de-l'Île-de Montréal :

- *Centre d'hébergement de Lachine.*

ABITIBI-TÉMISCAMINGUE (08)

Centre intégré de santé et de services sociaux de l'Abitibi-Témiscamingue :

- *CHSLD Macamic.*

CHAUDIÈRE-APPALACHES (12)

Centre intégré de santé et de services sociaux de Chaudière-Appalaches :

- *Centre Paul-Gilbert-Centre d'hébergement de Charny.*

LANAUDIÈRE (14)

Centre intégré de santé et de services sociaux de Lanaudière :

- *Centre d'hébergement des Deux-Rives.*

MONTÉRÉGIE (16)

Centre intégré de santé et de services sociaux de la Montérégie-Est :

- *CLSC des Seigneuries et Centre d'hébergement de Contrecœur.*

3.02 If, during this collective agreement, a specific unit is recognized by the MSSS, the CPNSSS and the FIQ, as well as representatives from the institution concerned, will meet for the purpose of having it included in the list stipulated in clause 3.01.

APPENDIX 10

RECOGNIZED NURSING CERTIFICATES

For the purpose of applying the collective agreement, the recognized nursing certificates are those listed hereafter.

This list is composed of undergraduate certificates. The names of the certificates may vary from one university to another according to the time when they were offered.

Sciences infirmières : intégration et perspectives

Soins infirmiers

Soins infirmiers : milieu clinique

Soins palliatifs

Soins critiques

Soins infirmiers périopératoires

Soins infirmiers : santé publique

Santé communautaire

Santé mentale

Gérontologie

Gérontologie sociale

Santé et sécurité au travail

Toxicomanie

Intervention auprès des jeunes : fondements et pratiques

Petite enfance et famille : intervention précoce

Psychologie

Pratiques psychosociales

Éducation à la vie familiale

Éducation des adultes

Relations humaines et vie familiale

Administration des services de santé

Gestion des organisations

Administration

APPENDIX 11

RECOGNITION OF ADDITIONAL SCHOOLING

SECTION I
RESPIRATORY THERAPIST AND CLINICAL PERFUSIONIST

ARTICLE 1
SCOPE

The provisions of this appendix apply to employees whose job title requires a college diploma (DEC) and is classified in one of the respiratory therapy job titles, except for a respiratory therapy extern or clinical perfusionist.

ARTICLE 2
POSTGRADUATE TRAINING

2.01 Any recognized programme of postgraduate studies, successfully completed, with a value equal to or greater than fifteen (15) units (credits) and less than thirty (30) units (credits) is equivalent to one (1) year of experience for the purpose of echelon advancement in her salary scale or, if applicable, to an additional remuneration of 1.5% of the salary stipulated for the last echelon of the salary scale.

2.02 Any recognized programme of postgraduate studies, successfully completed, with a value of thirty (30) units (credits) is equivalent to two (2) years of experience for the purpose of echelon advancement in her salary scale or, if applicable, to an additional remuneration of 3% of the salary stipulated for the last echelon of the salary scale.

2.03 For the purpose of applying clauses 2.01 and 2.02, an employee who uses more than one postgraduate programme in her specialty is entitled to the recognition of either one (1) or two (2) years of experience for the purpose of echelon advancement for each programme, depending on the case, which is applicable for a maximum of four (4) years of experience for all programmes or, if applicable, to an additional remuneration of no more than 6% of the salary stipulated for the last echelon of the salary scale.

2.04 When the employee holds a recognized Bachelor's degree, she is entitled to the recognition of four (4) years of experience for the purpose of echelon advancement in her salary scale or, if applicable, to additional remuneration of no more than 6% of the salary stipulated for the last echelon of the salary scale.

An employee enrolled in a programme of studies leading to a Bachelor's degree is entitled to the recognition of two (2) years of experience for the purpose of echelon advancement in her salary scale or, if applicable, to additional remuneration of 3% of the salary stipulated for the last echelon of the salary scale when she has successfully completed the first thirty (30) units (credits). She may be entitled to the recognition of two (2) additional years of experience for the purpose of echelon advancement or, if applicable, to additional remuneration of 3% of the salary stipulated for the last echelon of the salary scale upon obtaining her Bachelor's degree.

2.05 When the employee holds a recognized Master's degree, she is entitled to the recognition of six (6) years of experience for the purpose of echelon advancement in her salary scale or, if applicable, to additional remuneration of no more than 6% of the salary stipulated for the last echelon of the salary scale.

2.06 The postgraduate training must be related to the specialty in which the employee works to benefit from the echelon advancements stipulated in the foregoing clauses. The postgraduate training must be required by the Employer to benefit from the additional remuneration. If the employee uses more than one postgraduate programme of studies in the specialty in which she works, she is entitled to the recognition of one (1) or two (2) years of experience for the purpose of echelon advancement for each programme, whichever case is applicable, or to additional remuneration of no more than 6% of the salary stipulated for the last echelon of the salary scale, if applicable.

2.07 Subject to clause 2.03, the postgraduate training stipulated in this agreement, acquired in addition to the basic course, is not cumulative for the purpose of advancement in the salary scale or, if applicable, of additional remuneration. The employee only benefits from the degree that grants her the greatest number of years of experience for the purpose of echelon advancement.

2.08 An employee who has benefited from echelon advancement for postgraduate training receives the additional remuneration for the said postgraduate training when she has completed one (1) year or more of experience in the last echelon of her salary scale and when the said postgraduate training is required by the Employer according to the provisions of clause 2.09.

When an employee who holds a position for which postgraduate training is required cannot benefit from all of the years of experience for the purpose of echelon advancement to which she is entitled for her postgraduate training because she is in the top echelon of her salary scale due to the combination of her experience and her postgraduate training, this employee receives, for each echelon that is no longer available to her, additional remuneration equivalent to 1.5% of the salary stipulated for the top of her salary scale, until this additional remuneration corresponds to all of the echelons to which she is entitled for her postgraduate training, without exceeding 6%.

An employee who is at the top echelon solely because of her experience receives additional remuneration for her postgraduate training when this is required by the Employer according to the provisions of clause 2.09.

2.09 For the purpose of applying this article, the Employer has six (6) months from the date the collective agreement comes into force to draw up a list by department and by job title of the programmes of postgraduate studies deemed to be required that entitle employees to additional remuneration.

ARTICLE 3
RECOGNIZED POSTGRADUATE TRAINING

The study programmes recognized by the *ministère de l'Éducation et de l'Enseignement supérieur* are recognized for the purpose of applying this appendix.

SECTION II
LICENSED PRACTICAL NURSE

ARTICLE 4
SCOPE

4.01 The provisions stipulated in this section apply to an employee with one of the following job titles:

- licensed practical nurse;
- licensed practical nurse team leader;
- licensed practical nurse assistant team leader.

ARTICLE 5
POSTGRADUATE TRAINING

5.01 Any recognized programme of postgraduate studies in nursing with a value equal to or greater than fifteen (15) units (credits) and less than thirty (30) units (credits) entitles the employee to advancement of one (1) echelon in the salary scale or, if applicable, to additional remuneration of 1.5% of the salary stipulated for the last echelon of the salary scale.

5.02 Any recognized programme of postgraduate studies in nursing with a value of thirty (30) units (credits) entitles the employee to advancement of two (2) echelons in the salary scale or, if applicable, to additional remuneration of 3% of the salary stipulated for the last echelon of the salary scale.

5.03 However, an employee must work in her specialty in order to benefit from the echelon advancement in the salary scale stipulated in clauses 5.01 and 5.02. The postgraduate training must be required by the Employer to receive the additional remuneration. If the employee uses several programmes of postgraduate studies in the specialty in which she works, she is entitled to one (1) or two (2) echelons for each programme, whichever case is applicable, up to a maximum of four (4) echelons for all the programmes or, if applicable, to additional remuneration of no more than 6% of the salary stipulated for the last echelon of the salary scale.

5.04 An employee who has benefited from echelon advancement for postgraduate training receives the additional remuneration for the said postgraduate training when she has completed one (1) year or more of experience in the last echelon of her salary scale and the said postgraduate training is required by the Employer pursuant to the provisions of clause 5.05.

When an employee who holds a position for which postgraduate training is required cannot benefit from all of the echelons to which she is entitled for her postgraduate training because she is in the top echelon of her salary scale due to the combination of her experience and her postgraduate training, this employee receives, for each echelon that is no longer available to her, additional remuneration equal to 1.5% of the salary stipulated for the top of her salary scale, until this additional remuneration corresponds to all of the echelons to which she is entitled for her postgraduate training, without exceeding 6%.

An employee who is in the top echelon solely because of her experience receives additional remuneration for her postgraduate training when this is required by the Employer according to the provisions of clause 5.05.

5.05 The Employer has six (6) months from the date the collective agreement goes into effect to draw up a list by department and job title of the programmes of postgraduate studies deemed to be required that entitle employees to additional remuneration.

5.06 The study programmes recognized by the *ministère de l'Éducation et de l'Enseignement supérieur* are recognized for the purpose of this article.

LETTER OF UNDERSTANDING NO. 1

REGARDING THE APPLICATION OF THE DEFINITION OF PART-TIME EMPLOYEE

Subject to the special provisions, this letter of understanding only applies to the institutions that have not concluded the incumbency process on the date this collective agreement goes into effect. However, these provisions do not apply to employees covered by Appendix 1.

This letter of understanding applies on the date agreed to by the local parties for the granting of incumbency to employees according to the definition stipulated in clause 1.03 but no later than six (6) months after the date the local provisions go into effect.

An employee who refuses to apply for a position is deemed to have resigned.

An employee who applied for a position or positions in the institution and who was unable to obtain a position at the end of the staffing exercise is registered with the SNMO and covered by the provisions of priority of employment.

However, in the event that the employee was unable to obtain a position at the end of the staffing exercise and vacant positions remain for which she satisfies the normal requirements of the job, she is considered to have applied for these positions. In the event that she refuses such a position, she is deemed to have resigned.

The local parties, within the context of the staffing exercise, take into account the concern that employees starting in the profession not work only on the evening and night shifts.

Special provisions

During integration of activities contemplated in section 330 of an Act respecting health services and social services (CQLR, c. S-4.2) or a merger of institutions contemplated in section 323 of that Act, the integrating institution or the new institution resulting from the merger is subject to the provisions of this letter of understanding, as well as the possibility for the local parties to be exempted, if applicable, from the conditions stipulated in Appendix 1 of the collective agreement.

The same principle applies when a private subsidized institution acquires another private institution and integrates the activities of that institution into its own or merges with that other institution.

LETTER OF UNDERSTANDING NO. 2

REGARDING CERTAIN EMPLOYEES WHO RECEIVED THE INTENSIVE CARE PREMIUM

An employee who is not entitled to the critical care premium and the enhanced critical care premium as well as the specific critical care premium and enhanced specific critical care premium who received, on the date the collective agreement went into effect, the intensive care premium stipulated in clause 9.03 and Article 2 of Appendix 6 of the FIIQ 2006-2010 collective agreement, continues to receive it for as long as she keeps her position.

The rate of the applicable intensive care premium in the context of this letter of understanding is $3.51 for each shift, for the duration of the collective agreement.

4-day schedule

The intensive care premium is set as follows:

Rate as of 2015-04-01 to 2020-03-31 ($)
0.48/h

The employees in the centres of activities cited in clause 9.06 who received the intensive care premium set out in this letter of understanding cease to receive it as of July 10, 2016.

LETTER OF UNDERSTANDING NO. 3

REGARDING THE CLASSIFICATION OF CERTAIN NURSES

An employee who, on July 10, 2016, holds a Bachelor of Nursing and holds a nurse position is reclassified as a nurse clinician in this position, providing that she agrees to perform the duties of a nurse clinician.

This same exercise is carried out on April 1, 2019

An employee who, on July 10, 2016, holds a Bachelor of Nursing and who is excluded from the incumbency process as stipulated in Appendix 1 of this collective agreement is reclassified as a nurse clinician on the same condition as that stipulated in the first (1st) paragraph.

This same exercise is carried out on April 1, 2019.

LETTER OF UNDERSTANDING NO. 4

REGARDING CERTAIN EMPLOYEES OUTSIDE THE RATE OR SCALE PURSUANT TO THE PROVISIONS OF SCHEDULE 4 OF AN ACT RESPECTING CONDITIONS OF EMPLOYMENT IN THE PUBLIC SECTOR

When the job title, job description, salary rate or scale derogates from the list of the job titles, the salary of the employee reclassified in accordance with Schedule 4 of an Act respecting the conditions of employment in the public sector (S.Q. 2005, c. 43), notwithstanding the provisions of clause 7.24 of the collective agreement, is either reduced to reach the top of the salary scale of her new job title, or is maintained if her salary is within the limits of the salary scale of her new job title.

In the latter case, the employee is integrated into the salary scale of her new job title at the hourly rate of pay equal to or immediately higher than the hourly rate of pay she had.

When the employee's salary is reduced:

1. the entire difference between the salary she had before her reclassification and the new salary to which she is entitled is paid to her in the form of lump sums, during the first three (3) years following this reclassification;
2. 2/3 of the difference between the salary she had before her reclassification and the new salary to which she is entitled for the fourth (4^{th}) year is paid to her in the same manner during this fourth (4^{th}) year;
3. 1/3 of the difference between the salary she would receive before her reclassification and the new salary to which she is entitled for the fifth (5^{th}) year is paid to her in the same manner during this fifth (5^{th}) year;
4. the lump sum is allocated and paid in each pay period in proportion to the regular hours paid for the pay period;
5. the lump sum is deemed to be part of the salary for the purpose of applying only the following provisions of the collective agreement:
   a) those regarding the calculation of the benefits stipulated in the parental rights plan;
   b) those regarding the calculation of salary insurance benefits;
   c) those regarding the calculation of layoff allowances;
   d) those providing that an absent employee receives the salary she would receive if she were at work;
   e) those providing that a part-time employee receives a percentage of her salary as remuneration for the different leaves stipulated in the collective agreement.

LETTER OF UNDERSTANDING NO. 5

REGARDING CONDITIONS FOR NURSES WHO WORK IN OUTPOSTS OR NORTHERN CLINICS COVERED IN SECTION XII OF THE PROVISIONS CONCERNING REGIONAL DISPARITIES

An employee working in an outpost or a northern clinic subject to Section XII of the provisions concerning regional disparities receives the following weekly supplement in addition to her basic salary:

Rate 2015-04-01 to 2016-03-31 ($)	Rate 2016-04-01 to 2017-03-31 ($)	Rate 2017-04-01 to 2018-03-31 ($)	Rate 2018-04-01 to 2019-04-01 ($)	Rate as of 2019-04-02 ($)
172.00	175.00	178.00	182.00	186.00

A part-time employee receives this supplement prorated to the hours worked.

The supplement stipulated in this letter of understanding ceases to apply to the employee who holds the job title of nurse in a northern clinic (2491) as of April 2, 2019.

LETTER OF UNDERSTANDING NO. 6

REGARDING THE STABILITY OF POSITIONS, LOCAL NEGOTIATIONS AND THE DEPLOYMENT OF THE RESERVED ACTIVITIES SET OUT IN BILL 90

SECTION I
STABILITY OF POSITIONS AND LOCAL NEGOTIATIONS

1. **Scope**

   The provisions of this section apply to all the employees in all the institutions in the health and social services network for the nurse, licensed practical nurse and respiratory therapist job titles groups.

2. **Provincial targets for full-time positions**

   The parties have the mutual objective of attaining, by the end of the collective agreement, the following provincial targets for full-time positions:

   - 62% of full-time positions for the nurse job titles group;
   - 50% of full-time positions for the licensed practical nurse job titles group;
   - 54% of full-time positions for the respiratory therapist job titles group.

   The percentages of the aforementioned full-time positions are calculated on the total number of employees who hold positions in the job titles groups covered.

3. **Provincial target for atypical positions**

   The parties have the mutual objective of attaining, by the end of the collective agreement, the provincial target of 30% of atypical positions in the centres of activities where services are provided twenty-four (24) hours a day, seven (7) days a week or on two (2) different and continuous shifts.

   For the purpose of this letter of understanding, the atypical positions are the positions with rotation, compound positions or positions with twelve (12)-hour shifts.

   The percentage of the aforementioned atypical positions is calculated on the total number of employees who hold positions in the centres of activities where the services are provided twenty-four (24) hours a day, seven (7) days a week or on two (2) different and continuous shifts.

4. **Local negotiations**

   Once a joint evaluation of the needs in the centres of activities followed by an analysis of the hours of replacement (availability list, float teams, overtime, independent labour, etc.) have been made, the parties must review the local provisions binding them in order to reach the following objectives:

   - allow for the attainment of all of the targets mentioned in clauses 2 and 3 of this section;

- increase the availability of the labour force while acting on job insecurity;
- promote the optimization of the labour force working in the institutions in the health and social services network;
- limit the use of overtime and independent labour;
- allow for greater flexibility and adaptability, necessary in order for the institutions to attain the targets;
- promote single positions, subject to the target concerning the atypical positions;
- promote the use of the services of the employees of the institution in order to limit the use of independent labour.

These negotiations must allow for, in particular:

- reviewing the notions of position and centre of activities;
- setting out the conditions of personnel movement;
- allowing for the creation of atypical positions, namely with rotation to promote the transfer of the employees' expertise who work on different shifts and ensuring that the unfavourable shifts are filled;
- reviewing the rules regarding voluntary transfers (for example, the inherent elements of the position for the posting);
- allowing for flexibility in the organization of the schedules and the workweek and promoting the employees' participation in the planning of the schedules;
- reviewing the rules for the availability list (for example, the pre-assignment of the replacements).

SECTION II
DEPLOYMENT OF THE PROGRAMME IN CONNECTION WITH BILL 90

The Employer trains the nurses with a college diploma through an updating or professional improvement programme. This programme covers the assessment of the physical and mental condition of the user, for the purpose of allowing them to perform the reserved activities conferred on them by an Act to amend the Professional Code and other legislative provisions as regards the health sector (S.Q. 2002 c. 33) (Bill 90) in all the institutions.

The programme is established based on the following elements:

- a calendar is developed by the *ministère de la Santé et des Services sociaux* based on a sequence by sector of activities;
- as part of this exercise, the union party collaborates in the implementation of the programme and in the determination of the use of the budgets available within the meaning of Article 16 of the collective agreement;
- the nurses covered by the programme must receive an updating or a professional improvement of twenty-five (25) hours duly accredited and recognized by the OIIQ for purposes of continuing education. The Employer may exempt a covered employee from the programme in whole or in part. This total or partial exemption may also be requested by the employee. It will be granted following a theoretical and practical evaluation when appropriate;

- the hours of training as part of the programme are paid and it is given either during work hours or outside the work hours of the nurses concerned;
- the Employer takes measures to consolidate and anchor into the practice all the reserved activities listed in Bill 90;

At the end of the exercise, all the nurses involved must have received the training programme, unless they were exempt.

SECTION III
PROVINCIAL JOINT COMMITTEE ON THE STABILITY OF POSITIONS AND THE DEPLOYMENT OF THE PROGRAMME IN CONNECTION WITH BILL 90

The parties form a provincial joint committee in the sixty (60) days following the signature of the collective agreement.

The mandates of the committee are to:

- ensure the implementation of the letter of understanding;
- promote the sustainability of the provincial targets of full-time positions and atypical positions;
- evaluate the evolution of the targets mentioned in subparagraphs 2 and 3 of Section I annually;
- follow the deployment of the programme in connection with Bill 90 mentioned in Section II;
- produce a preliminary report on December 31, 2017;
- produce a final report, twelve (12) months after the end of the collective agreement.

The following indicators are used for carrying out the annual follow-up of the targets set out in subparagraphs 2 and 3 of Section I:

- the full-time/part-time ratios per job titles groups;
- the rate of overtime;
- the rate of independent labour;
- the turnover rate;
- the rate of atypical positions.

The results of these indicators for 2015-2016 and the subsequent years covered by this letter of understanding will be tabled with the committee.

The committee is composed, on the one hand, of two (2) representatives for the employer party and two (2) representatives for the union party, on the other hand, and each party can add a resource person on an ad hoc basis.

LETTER OF UNDERSTANDING NO. 7

REGARDING CERTAIN EMPLOYEES WORKING AT THE *CENTRE HOSPITALIER ET CENTRE DE RÉADAPTATION ANTOINE-LABELLE DU CENTRE INTÉGRÉ DE SANTÉ ET DE SERVICES SOCIAUX DES LAURENTIDES*

1. The employees members of the Union who are the subject of this letter of understanding who work and hold positions at the *Centre Hospitalier et Centre de Réadaptation Antoine-Labelle* on May 1, 2000, who benefited from the floating holidays stipulated in clause 34.03 continue to benefit from them as long as they do not obtain another position through the application of the provisions on voluntary transfers.
2. The employees members of the Union who are the subject of this letter of understanding registered on the availability list on May 1, 2000, who received the monetary compensation stipulated in clause 7.11 continue to receive it until they have obtained a position through the application of the provisions on voluntary transfers.
3. The employees members of the Union who are the subject of this letter of understanding who obtain a position that leads to the application of clause 34.01 are not covered by the preceding paragraphs.

The employees working at the *Centre Hospitalier et Centre de Réadaptation Antoine-Labelle* on May 1, 2000, who received the psychiatry premium stipulated in clause 34.02 continue to receive it for as long as they work in units other than the short-term general care units.

LETTER OF UNDERSTANDING NO. 8

REGARDING THE NUMBER OF LICENSED PRACTICAL NURSES AND CHILD NURSES/BABY NURSES TO BE REGISTERED WITH THE *SERVICE NATIONAL DE MAIN-D'OEUVRE* (PROVINCIAL WORKFORCE SERVICE)

The parties agree to the following:

1. that the number of licensed practical nurses and child nurses/baby nurses with job security and registered with the *service national de main-d'œuvre* (SNMO) (Provincial Workforce Service) not exceed sixty-three (63);
2. that this ceiling remain in effect for the duration of the collective agreement;
3. that no Employer may apply layoffs that may result in the registration of licensed practical nurses or child nurses/baby nurses with job security on the list of an SNMO if the ceiling of sixty-three (63) is already reached;
4. in the event that the number of licensed practical nurses or child nurses/baby nurses with job security and registered with the SNMO is less than sixty-three (63), the *comité paritaire national sur la sécurité d'emploi* (Provincial Joint Committee on Job Security) will verify whether the new registrations have the effect of increasing their number beyond sixty-three (63).

LETTER OF UNDERSTANDING NO. 9

REGARDING THE CREATION OF A PROVINCIAL INTER-UNION COMMITTEE ON HEALTH AND SAFETY PREVENTION

In the one hundred twenty (120) days following the date the collective agreement goes into effect, the parties form a provincial inter-union committee on health and safety prevention.

COMMITTEE MANDATES

The mandates of the committee are:

- to analyze the situations that can adversely affect the health, safety and physical and psychological integrity of the employees in the workplace;
- to analyze the available data;
- to identify and disseminate the best practices in matters of prevention;
- to write up recommendations to the bargaining parties and suggest an action plan during the life of the agreement, if need be;
- to produce a final report to the bargaining parties as to the follow-up of the application of the letter of understanding at the latest March 30, 2020.

COMPOSITION OF THE COMMITTEE

The committee is composed of ten (10) members appointed as follows:

- three (3) representatives from the employer party;
- seven (7) representatives from the union party (one (1) representative from each union FSSS-CSN, FP-CSN, APTS, SCFP-FTQ, SQEES-298-FTQ, FSQ-CSQ and FIQ).

LETTER OF UNDERSTANDING NO. 10

REGARDING THE APPLICATION OF CLAUSE 6.10

The maximum number of people concerned, with the exception of the president, as members of a board of directors, an executive committee or the equivalent, for the purpose of applying clause 6.10, for each of the Unions listed below, is:

Alliance interprofessionnelle de Montréal (AIM.):	10
Syndicat des professionnelles en soins de l'Estrie (SPSE):	6
Syndicat des professionnelles en soins de Québec (SPSQ):	6
Syndicat régional des professionnelles en soins du Québec (SRPSQ):	4
The United Health Care Professionals (UHCP):	13

LETTER OF UNDERSTANDING NO. 11

REGARDING FAMILY RESPONSIBILITIES

The bargaining parties encourage the local parties to promote a better balance of parental and family responsibilities with those at work, when determining and applying the working conditions.

LETTER OF UNDERSTANDING NO. 12

REGARDING CERTAIN NURSES WORKING AT THE *CENTRE INTÉGRÉ DE SANTÉ ET DE SERVICES SOCIAUX DE L'ABITIBI-TÉMISCAMINGUE*

The parties hereto agree to the following:

1. The nurses employed by the *CHSLD Macamic du Centre intégré de santé et de services sociaux de l'Abitibi-Temiscamingue* who, when this collective agreement went into effect, received the psychiatry premium stipulated in clause 34.02 of the FIIQ-CHP collective agreement (1995-1998) continue to receive it as long as they remain in a position for which the provisions relating to the said premium applied.
2. The nurses employed by the *CHSLD Macamic du Centre intégré de santé et de services sociaux de l'Abitibi-Temiscamingue* who, when this collective agreement went into effect, benefited from the floating holidays stipulated in clause 34.03 of the FIIQ-CHP collective agreement (1995-1998) continue to benefit from them as long as they remain in a position for which the provisions relating to the said leaves apply.

LETTER OF UNDERSTANDING NO. 13

REGARDING CERTAIN LICENSED PRACTICAL NURSES WORKING AT THE *CENTRE INTÉGRÉ UNIVERSITAIRE DE SANTÉ ET DE SERVICES SOCIAUX DE LA CAPITALE-NATIONALE*

1. The licensed practical nurses employed by the *Centre Hospitalier de Charlevoix*[1] on the date this collective agreement goes into effect who receive the psychiatry premium stipulated in clause 34.02 continue to receive it as long as they work in units other than the short-term care units.
2. The licensed practical nurses hired before July 1, 1991, continue to benefit from the provisions of clause 34.03 as long as they remain in the institution's employ.

1 Which is part of the *Centre Intégré Universitaire de Santé et de Services Sociaux de la Capitale-Nationale.*

LETTER OF UNDERSTANDING NO. 14

REGARDING PROFESSIONAL GUIDANCE OF NEWLY-HIRED PERSONNEL

Scope

The provisions of this letter of understanding concern the professional guidance of the employees hired in any job title who have less than two (2) years of practice in their job.

Annual budget for professional guidance

As of the date this collective agreement goes into effect and until March 30, 2020, the Employer will allocate, for each fiscal year, a budget specifically dedicated to this professional guidance. This budget is equal to 0.19% of the wage bill[1] for the previous fiscal year of the employees in the bargaining unit.

If, in a given year, the Employer does not commit the entire amount thus determined, the difference will be carried over to the following year.

The parties must agree, by local arrangement, on the use of this budget.

Transitional measures

For the 2016-2017 fiscal year, the budget is established prorated to the period between the date the collective agreement goes into effect and March 31, 2017.

1 The wage bill is the amount paid as regular salary, paid leaves, sick-leave days and salary insurance, to which are added the benefits paid on a percentage basis (vacations, statutory holidays, sick leave and, if applicable, salary insurance) to part-time employees, as defined and appearing in the annual financial report produced by the institution.

LETTER OF UNDERSTANDING NO. 15

REGARDING THE LOCAL NEGOTIATION OF THE NOTION OF HOME BASE

As part of the negotiation of the local provisions of the collective agreement resulting from the merger of institutions in connection with an Act to modify the organization and governance of the health and social services network, in particular by abolishing the regional agencies (CQLR, c. O 7.2), the parties must review the provisions related to the notion of home base, insofar as where this is necessary for applying the rules related to the special measures, bumping and job security.

LETTER OF UNDERSTANDING NO. 16

REGARDING THE OVERLAP BETWEEN SHIFTS FOR CERTAIN EMPLOYEES

ARTICLE 1

The number of hours of the regular workweek for a position in a centre of activities where the services are provided twenty-four (24) hours a day, seven (7) days a week or on two (2) different continuous shifts is:

1- 37.50 hours for the employee covered by the group of nurse job titles except for the one covered in subparagraph 2;

2- 36.25 hours for the employee covered by the group of nurse job titles who work in a CLSC mission;

3- 36.25 hours for the employee covered by the group of respiratory therapists job titles;

4- 37.50 hours for the employee covered by the group of licensed practical nurse job titles who works in a CHSLD mission.

These numbers of hours for the regular workweek apply because of the responsibility for ensuring the transmission of clinical information (giving report) to the employees on the next shift.

A shift that only has employees on call is not considered for the purpose of applying this letter of understanding.

ARTICLE 2

The groups of job titles covered by Article 1 are:

Nurse job titles group:

- nurse (2471);
- nurse team leader (2459);
- assistant-head-nurse and assistant to the immediate superior (2489);
- nurse clinician (1911);
- nurse clinician assistant-head-nurse and nurse clinician assistant to the immediate superior (1912);
- nurse instructor (2462);
- candidate for admission to the practice of the nursing profession (2490);
- nurse on a refresher period (2485);
- nursing extern (4001).

Respiratory therapist job titles group:

- respiratory therapist (2244);
- assistant-head respiratory therapist (2248);
- respiratory therapy technical coordinator (2246);
- respiratory therapy extern (4002).

Licensed practical nurse job titles group working in a CHSLD mission:

- licensed practical nurse (3455);
- licensed practical nurse team leader (3445);
- licensed practical nurse assistant team leader (3446);
- licensed practical nurse on a refresher period (3529);
- candidate for admission to the practice of the licensed practical nurse profession (3456).

ARTICLE 3

The number of hours in the regular workweek for an employee who holds a position covered by subparagraph 4 in Article 1 and an employee who is assigned to such a position on July 10, 2016, are increased on that date.

ARTICLE 4

An employee in the nurse, respiratory therapist and licensed practical nurse job titles group not covered by the provisions of Article 1 receives a 2% premium.

The premium applies to the basic hourly salary, increased, if applicable, by the supplement and the additional remuneration stipulated in Article 2 of Appendix 3 and Appendix 11.

ARTICLE 5

An employee registered on the availability list is also entitled to the provisions of Articles 1 or 4 of this letter of understanding, depending on the case.

LETTER OF UNDERSTANDING NO. 17

REGARDING THE ANALYSIS OF THE HEALTHCARE PROFESSIONAL-TO-PATIENT RATIOS

The bargaining parties agree to entrust the mandate to study the pertinence and feasibility of the healthcare professional-to-patient ratios to the Provincial Joint Committee on Task and Organization of Work set out in Article 35 by setting up pilot projects.

LETTER OF UNDERSTANDING NO. 18

REGARDING THE SPECIALTY NURSE PRACTITIONERS

The bargaining parties agree to confer the mandate of documenting the problems of attraction and retention of the specialty nurse practitioners, the issues related to their continuing education and their working conditions to the Provincial Joint Committee on Task and Organization of Work set out in Article 35.

LETTER OF UNDERSTANDING NO. 19

REGARDING THE ORGANIZATION OF WORK TIME

1. **Scope**

   The provisions of this letter of understanding apply to the employee who holds a full-time position for which the regular workweek is divided into five (5) days on the evening or night shift or on rotation. They also apply to the employee working the day shift with fifteen (15) years and more of service.

   The organization of work time is done on an individual and voluntary basis.

2. **Conditions of application of the organization of work time**

   The local parties negotiate the terms of application of the organization of work time, that include, namely:

   - the date it will be applied;
   - the length of the requests for an organization of work time;
   - the way to take care of the day(s) released by an employee who holds a full-time position by prioritizing the employees from the centre of activities or otherwise as agreed to by the local parties.

   A. **Day or evening shift**

      An employee covered by Article 1 of this letter of understanding who works the day or evening shift who wants to take advantage of a nine (9)-workday schedule per fourteen (14)-day period is entitled to one (1) paid day off per fourteen (14)-day period by a reduction of nine (9) days of statutory holidays and three (3) days of sick leave for twelve (12) periods of fourteen (14) days. Afterwards, the employee returns to her full-time schedule.

      In order to reduce the number of full-time workweeks, an employee may, if she wants, convert up to five (5) days of annual vacation.

   B. **Night shift**

      a) An employee covered by Article 1 of this letter of understanding who works the night shift who wants to take advantage of a nine (9) workday schedule per fourteen (14)-day period is entitled to one (1) paid day off per fourteen (14)-day period by the conversion of the night premium into paid time off. In such a case, the provisions stipulated in subparagraphs b) and following of paragraph C of clause 9.02 apply.

      b) An employee covered by Article 1 of this letter of understanding who works the night shift who wants to take advantage of an eight (8)-workday schedule per fourteen (14)-day period for thirteen (13) periods of fourteen (14) days, is entitled to two (2) paid days off per fourteen (14)-day period:

         i) by the conversion of the night premium into paid time off up to twenty-four (24) days under clause 9.02.

         ii) and, by a reduction of nine (9) days of statutory holidays and four (4) sick-leave days for thirteen (13) periods of fourteen (14) days.

iii) in order to reduce the number of full-time workweeks, an employee may, if she wants, convert up to five (5) days of annual vacation.

iv) an employee who wants to convert more than twenty-four (24) days by using all of her night premium, may:

- convert all the excess days in order to reduce the number of weeks worked at full-time. The residual amount representing the fraction of a day which does not make a complete day is paid, if applicable;

or

- be paid the part of the night premium not converted, at the latest, in the thirty (30) days following each anniversary date of the application of the arrangement of work time for the employee.

For the purpose of applying this subparagraph, the excess is established as follows:

- for the premium of 14%: 3.0 days;
- for the premium of 15%: 4.7 days;
- for the premium of 16%: 6.3 days.

v) during any absence for which an employee receives remuneration, a benefit or allowance, the salary, or, as the case may be, the salary serving to establish such a benefit or allowance, is reduced during this absence, by the percentage of the night premium which would be applicable under paragraph B of clause 9.02 of the collective agreement.

This subparagraph does not apply for the following absences:

- statutory holidays;
- annual vacation;
- maternity, paternity or adoption leave;
- absence for disability as of the sixth (6^{th}) workday;
- absence for an employment injury recognized as such according to the provisions of an Act respecting industrial accidents and occupational diseases, CQLR, c. A-3.001;
- additional paid days off in application of subparagraphs i) and ii).

C. **Rotation**

An employee covered by Article 1 of this letter of understanding who works rotation may take advantage of the arrangement of work time only for the portion worked on the evening or night shift. The applicable terms are those stipulated for the full-time evening or night positions, prorated to the time worked on these shifts.

Notwithstanding the foregoing, an employee with fifteen (15) years and more of service may also take advantage of the arrangement of work time for the portion worked on the day shift.

D. **Conciliation**

When an employee ceases to be covered by this letter of understanding during the course of a year, the reduction of the number of sick-leave days stipulated in paragraph A and subparagraph ii) of paragraph B is established prorated to the time elapsed since the last anniversary date the letter of understanding was applied for the employee and the date of termination in relation to a full year.

In such a case, the Employer also pays the employee who works the night shift an amount corresponding to the part of the premium not converted prorated to the number of days worked between the anniversary date the letter of understanding was applied for the employee and the date of termination in relation to the number of workdays included in this period. For the purposes of this provision, the days off resulting from the application of subparagraphs i), ii) and iii) of paragraph B are deemed to be days worked, depending on the case.

E. **Status of the part-time employee who works the released shifts**

An employee who holds a part-time position who replaces the shifts released by the full-time employee keeps her status as a part-time employee unless the local parties agree otherwise.

F. **End of the application of the organization of work time**

When the day(s) released by the employee who benefits from the organization of work time are not covered for a period of at least fifteen (15) days, the Employer may end this organization of work time after having given an advance notice of fifteen (15) days to the employee concerned.

LETTER OF UNDERSTANDING NO. 20

REGARDING THE CREATION OF A PROVINCIAL INTER-UNION COMMITTEE ON THE REVIEW OF THE LIST OF JOB TITLES

The parties set up an provincial inter-union committee for continuing the work on the review of the list of job titles in the two (2) months following the date the collective agreement goes into effect.

COMMITTEE MANDATES

The mandates of the committee are:

- to continue the updating of the names of the diplomas;
- to edit the descriptions of the job titles;
- to make recommendations, joint or not, to the *ministère de la Santé et des Services sociaux* (MSSS).

The length of the mandates is for twelve (12) months following the setting up of the committee, but the committee may decide to continue the work for an additional period, the length of which will be determined by the parties.

COMPOSITION OF THE COMMITTEE

The committee is composed of thirteen (13) members appointed as follows:

- three (3) representatives from the MSSS;
- ten (10) representatives from the union party (two (2) representatives from each CSN, APTS, FTQ, CSQ and FIQ union).

The parties may add additional people as needed.

LETTER OF UNDERSTANDING NO. 21

REGARDING THE RANKING OF THE NURSE CLINICIAN SPECIALIST JOB TITLE

The ranking of the nurse clinician specialist job title will be determined as part of the work of the *Comité national des emplois* (Provincial Jobs Committee) according to the mechanism for amending the list of job titles.

The results of this work will take effect on May 19, 2011, if applicable.

LETTER OF UNDERSTANDING NO. 22

REGARDING THE CREATION OF A PROVINCIAL JOINT COMMITTEE CONCERNING THE EMPLOYEES WORKING IN THE TERRITORY OF THE FORMER *CSSS HAUTE CÔTE-NORD MANICOUAGAN DU CENTRE INTÉGRÉ DE SANTÉ ET DE SERVICES SOCIAUX DE LA CÔTE-NORD*

"Following the Agreement regarding the modification of the provincial provisions of the collective agreement, Letter of Understanding No. 22 has been deleted."

LETTER OF UNDERSTANDING NO. 23

REGARDING THE EMPLOYEE WORKING WITH CLIENTELE IN A RESIDENTIAL AND LONG-TERM CARE CENTRE

ARTICLE 1
LUMP SUM

As of July 10, 2016, and until March 30, 2020, an employee with one or more job titles in the job titles groups covered in Article 2 and working in one or more centres or sub-centres of activities covered in Article 3 receives a lump sum for each segment of seven hundred and fifty (750) hours actually worked with the clientele in a residential and long-term care centre (CHSLD).

The hours actually worked include overtime and exclude annual vacation, sick-leave days and the other paid absences.

The hours worked that entitle an employee to receive either a floating holiday or a monetary compensation under Article 34, Article 3 of Appendix 3 and Appendix 9 of the collective agreement, are excluded from the cumulative hours for the purpose of obtaining the lump sum amount.

For each segment of seven hundred and fifty (750) hours actually worked, the employee concerned receives a lump sum of one hundred eighty dollars ($180).

The lump sum is paid when the stipulated number of hours are worked and no pro rata has been established for the payment of this lump sum.

The lump sum is non-contributory for the purpose of the pension plan.

ARTICLE 2
JOB TITLES GROUPS

An employee must have one or more job titles in one or the other of the following job titles groups:

- nurse clinician and specialty nurse practitioner;
- nurse;
- licensed practical nurse;
- respiratory therapist.

ARTICLE 3
CENTRES OR SUB-CENTRES OF ACTIVITIES

3.01 The centres or sub-centres of activities covered are the following:

- 6060: Nursing care of people with loss of autonomy;
- 6160: Basic care of people with loss of autonomy;
- 6270: Residential and long-term care unit for adults with a psychiatric diagnosis;
- 6271: Long-term nursing care – asylum clientele;
- 6272: Long-term basic care – asylum clientele;

- 6273: Long-term nursing care – other clientele with psychiatric diagnoses;
- 6274: Basic long-term care – other clientele with psychiatric diagnoses.

3.02 If, during the life of the collective agreement, the number of a centre or sub-centre of activities is changed, the CPNSSS informs the Union of this and the list will be updated.

LETTER OF UNDERSTANDING NO. 24

REGARDING THE EMPLOYEE WORKING WITH CLIENTELE PRESENTING SEVERE BEHAVIOUR DISORDERS

ARTICLE 1
LUMP SUM

As of July 10, 2016, and until March 30, 2020, an employee with one or more job titles in the same group covered in Article 2 and working in one or more centres or sub-centres of activities covered in Article 3, receives a lump sum for each segment of five hundred (500) hours actually worked with a clientele presenting severe behaviour disorders.

The hours actually worked include overtime and exclude annual vacation, sick-leave days and the other paid absences.

The hours worked that entitle an employee to receive either a floating holiday or a monetary compensation under Article 34, and Appendices 3 and 9 of the collective agreement, are excluded from the cumulative hours for the purpose of obtaining the lump sum.

For each segment of five hundred (500) hours actually worked, the employee concerned receives a lump sum based on the job titles group covered:

Job titles groups	Lump sum amount per 500 hours actually worked
1,000-1,999	$360
2,000-2,999	$295
3,000 and +	$195

The lump sum is paid when the stipulated number of hours are worked and no pro rata is established for the payment of this lump sum.

The lump sum is non-contributory for the purpose of the pension plan.

ARTICLE 2
JOB TITLES BY GROUP

Per group, the job titles covered by the letter of understanding are the following:

1) Codes 1000 to 1999:
   - Nurse clinician assistant-head-nurse, nurse clinician assistant to the immediate superior (1912)
   - nurse clinician (1911)
2) Codes 2000 to 2999:
   - Assistant-head-nurse, assistant to the immediate superior (2489)
   - Nurse (2471)
   - Nurse team leader (2459)

3) Codes 3000 and higher:
   - Licensed practical nurse (3455)

ARTICLE 3
CENTRES OR SUB-CENTRES OF ACTIVITIES

3.01 The centres or sub-centres of activities are the following:

- 5202 Request for intervention with young offenders (LSJPA);
- 5203 Access mechanism (LPJ – LSJPA – LSSSS);
- 5400 Assistance and support of young people and the family (LPJ – LSJPA – LSSSS);
- 5401 Assistance and support of young people and the family (LSJPA);
- 5402 Assistance and support of young people and the family (LPJ – LSSSS);
- 5410 Support of mental health services (LSSSS);
- 5500 Youth living units (LPJ – LSJPA – LSSSS);
- 5501 Youth living units – Open custody (LPJ – LSJPA);
- 5502 Youth living units – Closed custody (LPJ – LSJPA);
- 5503 Youth living units – xRegular (LPJ – LSSSS);
- 5504 Youth living units – Mental health (LPJ – LSJPA – LSSSS);
- 5600 Outpatient Services (LPJ – LSJPA – LSSSS);
- 5860 Youth health (LPJ – LSJPA – LSSSS);
- 5917 Psychosocial Services for youth in difficulty and their family and the *programme Crise-Adolescence-Famille-Enfance* (CAFE) (Adolescent-Family-Youth Crisis Programme);
- 5927 Crisis intervention and follow-up only and the *Programme UPS Justice:* direct intervention, in the presence of the client (excluding telephone intervention);
- 5941 Intensive follow-up in the community;
- 5942 Intense variable support in the community;
- 6670 Specialized services in drug addiction – admitted users;
- 6682 Outpatient services in drug addiction only for the following programmes:
  - *Clinique Cormier Lafontaine;*
  - *Équipe itinérance et sans domicile fixe;*
  - *Équipe jeunesse intervenant en CJ;*
  - *Équipe toxico-justice;*
  - *Traitement de substitution;*
  - *Urgence-triage.*
- 6690 Brief intervention unit for treatment of drug addiction;
- 6940 Internat – Intellectual or physical disability and pervasive developmental disorder;
- 6945 Internat – Intellectual disability and pervasive developmental disorder;

- 6946 Internat – Physical disability;
- 6984 Group homes – Physical disability;
- 6985 Mental health group homes – Youth age 0-17;
- 6989 Group homes – Youth in difficulty (LPJ – LSJPA – LSSSS);
- 7000 Centre for day activities;
- 7010 Work workshop;
- 7040 Residential resources – Continuous residential assistance;
- 7041 Residential resources – Continuous residential assistance (Intellectual disability and pervasive developmental disorder);
- 7042 Residential resources – Continuous residential assistance (Physical disability);
- 7690 Outside transportation of users;
- 7710 Security;
- 8022 Rehabilitation for adults – Traumatic brain injury;
- 8032 Rehabilitation for children – Traumatic brain injury;
- 8054 Adaptation and rehabilitation services for the person and the mobile intervention team;
- 8090 Intensive functional rehabilitation unit.

For the centres of activities 7690 (outside transportation of users) and 7710 (security), only the employees working directly with the clientele presenting severe behaviour disorders receiving care and services in the centres or sub-centres of activities previously listed receive a lump sum amount according to the conditions set out in this letter of understanding.

3.02 The specific centres or sub-centres of activities which have been the subject of an authorization from the *Comité patronal de négociation du secteur de la santé et des services sociaux* (CPNSSS) under Schedule 4 in the 2013-022 ministerial circular, are also covered by this letter of understanding as long as they continue to offer care and services to a clientele presenting severe behaviour disorders.

3.03 If, during the collective agreement, the number of a centre or sub-centre of activities is changed, the CPNSSS informs the Union of this and the list is updated.

LETTER OF UNDERSTANDING NO. 25

REGARDING SALARY RELATIVITY

SECTION 1
GENERAL PROVISIONS

1. **Date of application**

   Unless otherwise provided, the provisions set out in this section go into effect on April 2, 2019 for all the job titles listed in Appendix 2.[1]

2. **Salary rates and scales and rankings**

   As part of the salary relativity, a new salary structure, composed of salary rates and scales per ranking, is introduced. It is presented in Appendix 1 and replaces the reference scales and rates used for establishing the remuneration and functioning of the ranking.

   This salary structure replaces the salary rates and scales of the job titles set out in the list of job titles, job descriptions, salary rates and scales of the health and social services sector.

   The salary structure presented in Appendix 1 applies to the job titles[2] identified in Appendix 2 based on their ranking, subject to the changes agreed to by the parties between now and April, 2, 2019, as the case may be. Appendix 1 also specifies the rate that applies for a job title with a single rate based on its ranking.

   As of April 2, 2019, the length of time in an echelon for an employee whose ranking is 19 and higher is set out in the following manner, regardless of her job class:

   - Six months of recognized experience based on the provisions of the collective agreement in echelons one to eight;
   - One year of recognized experience based on the provisions of the collective agreement in echelons nine to eighteen.

3. **Indexation technique**

   The rates of the basic salary scales are expressed on an hourly basis.

   When the general indexation parameters or other forms of improvement to the salary rates and scales must be applied, these apply to the basic rate and are rounded to the cent in the case of an hourly rate.

   For the purpose of publishing the collective agreements, the weekly rates are rounded to the cent and the annual ones to the dollar. The number of weeks to consider in the calculation of the annual rate is 52.18.

   Notwithstanding the two preceding paragraphs, the job titles covered in clause 5.1 of this section are increased in the manner described in this section.

---

1 The job titles are presented in the masculine gender only to lighten the presentation.

2 For the interpretation and application of this, in the event of discrepancies in the job titles descriptions, the number of the job title prevails.

When the rounding is done to the cent, the following must be done:

- when the decimal point is followed by three numbers and more, the third number and following numbers are deducted if the third number is less than five. If the third number is equal to or higher than five, the second is carried to the higher unit and the third and following numbers are deducted.

When the rounding is done to the dollar, the following must be done:

- when the decimal point is followed by one number and more, the first and following numbers are deducted if the first number is less than five. If the first number is equal to or higher than five, the dollar is carried to the higher unit and the first decimal and following ones are deducted.

4. **Exceptions**

The provisions set out in the third and fourth paragraphs of clause 2 in Section 1 and in Article 3 of Section 2 do not apply to the following job titles[1]:

3-2244	Respiratory therapist
3-2247	Respiratory therapy clinical instructor
3-2246	Respiratory therapy technical coordinator
3-2248	Assistant-head respiratory therapist
3-3445	Licensed practical nurse team leader
3-3455	Licensed practical nurse
3-2473	Nurse (Pinel Institute)
3-2459	Nurse team leader
3-2471	Nurse

5. **Setting of the salary rates and scales that apply to special cases**

5.1. **Tow-clause jobs**

The salary rate or scale that applies to each one of the job titles identified in Appendix 4 is amended in such a way as to ensure a difference with each echelon of the reference job title.

The salary rate or scale of the tow-clause job is established in the following manner:

$$\textit{Echelon rate}_n\textit{, tow-clause job} = \textit{Echelon rate}_n\textit{, reference job} \times \textit{X \% of adjustment}$$

where n = number of the echelon

All rounded to the cent.

The percentage of adjustment is presented in Appendix 4.

When the title of a tow-clause job only has one echelon, the adjustment is calculated as of echelon 1 of the reference job titles.

The provisions do not have the effect of changing the number of echelons for the tow-clause job.

1 The provisions covering these job titles are set out in the authorized agreements by the sectoral union parties which provide the dates of application and integration based on other conditions.

5.2. **Salary rates and scales for special cases**

The salary scales resulting from clause 5.1 of section 1 are presented in the list of job titles, job descriptions, salary rates and scales.

SECTION 2
TRANSITIONAL MEASURES

1. **Maintaining of standing**

The purpose of this letter of understanding is not to amend the standing held by an employee at the time of her integration. Therefore, a grievance may not be filed in this regard.

2. **Interpretation**

Any pertinent provision of the collective agreement is adjusted accordingly. This letter of understanding takes precedence over any provision of a collective agreement with the opposite effect.

3. **Rules of integration**

An employee is integrated into the new salary scale of her job title in the echelon where the salary rate is equal to or immediately greater than her salary rate before the integration. However, the weekly supplement of $172 as of March 31, 2015, increased by the applicable parameters for increases, paid to the nurse in a northern clinic (3-2491) is taken into account when the employee is integrated into this job title at ranking 22.

In the event that the employee's salary rate is higher than the maximum salary rate or the single salary rate based on her ranking, the rules for outside the rate or scale set out in the collective agreement apply.

The integrations under these provisions do not have the effect of amending the length of time for purposes of advancement in the salary scales of the collective agreement.

4. **Letter of understanding on salary relativity**

Any letter of understanding related to salary relativity set out in the collective agreement is rescinded.

5. **Updating of certain provisions on the premiums or the salary scales**

5.1 **Weekly supplement of $172 paid to the nurse in a northern clinic**

The weekly supplement of $172 as of March 31, 2015, increased by the applicable parameters of increase, is no longer paid to the nurse in a northern clinic (3-2491) as of April 2, 2019.

5.2 **Classification and salary scales without incumbents**

Given that the 2014-2015 data shows that there are no incumbents in the job titles listed in Appendix 3, the parties recognize that these will no longer be the subject of an evaluation for determining the ranking.

6. The classification plans or those in lieu of are adjusted to reflect the provisions of this letter of understanding.

7. On an exceptional basis, each premium and each allowance expressed in dollars in effect on April 1, 2019, is increased by 2.0%, effective April 2, 2019.

APPENDIX 1
STRUCTURE FROM THE SALARY RELATIVITY/SALARY RATES AND SCALES ON APRIL 2, 2019, FOR THE HEALTH AND SOCIAL SERVICES, SCHOOL BOARDS AND COLLEGES SECTORS

Rankings	ECHELONS																		Rankings	Single rates
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18		
1	19.01																		1	19.01
2	19.37																		2	19.37
3	19.51	19.61	19.70																3	19.69
4	19.73	19.91	20.06	20.22															4	20.19
5	19.98	20.25	20.55	20.84															5	20.79
6	20.20	20.53	20.86	21.21	21.55														6	21.44
7	20.55	20.98	21.42	21.87	22.35														7	22.20
8	20.76	21.23	21.72	22.20	22.70	23.22													8	23.00
9	20.98	21.48	22.01	22.54	23.08	23.65	24.22												9	23.87
10	21.28	21.80	22.35	22.91	23.48	24.06	24.65	25.27											10	24.76
11	21.62	22.16	22.74	23.31	23.91	24.52	25.14	25.79	26.47										11	25.77
12	21.90	22.55	23.22	23.91	24.61	25.36	25.92	26.51	27.10	27.70									12	26.83
13	22.23	22.89	23.58	24.27	25.00	25.74	26.52	27.13	27.76	28.38	29.05								13	27.92
14	22.59	23.27	23.96	24.68	25.42	26.17	26.96	27.77	28.41	29.09	29.77	30.46							14	29.05
15	22.74	23.51	24.31	25.12	25.98	26.84	27.77	28.70	29.49	30.30	31.14	31.99							15	30.30
16	23.12	23.97	24.88	25.78	26.73	27.73	28.74	29.80	30.72	31.65	32.62	33.61							16	
17	23.53	24.47	25.44	26.47	27.51	28.62	29.76	30.94	31.98	33.06	34.16	35.32							17	
18	23.70	24.73	25.82	26.96	28.15	29.38	30.68	32.02	33.23	34.48	35.77	37.13							18	
19	24.08	24.79	25.56	26.32	27.13	27.94	28.78	29.66	30.55	31.49	32.43	33.42	34.43	35.50	36.18	37.11	38.05	39.00	**19**	
20	24.46	25.25	26.07	26.90	27.78	28.67	29.60	30.55	31.54	32.55	33.61	34.69	35.82	36.80	37.80	38.84	39.89	40.98	**20**	
21	24.87	25.71	26.60	27.50	28.45	29.42	30.43	31.48	32.55	33.67	34.83	36.02	37.26	38.35	39.48	40.64	41.83	43.06	**21**	
22	25.25	26.16	27.12	28.10	29.12	30.19	31.27	32.41	33.59	34.81	36.07	37.40	38.75	39.96	41.22	42.51	43.85	45.22	**22**	
23	25.63	26.61	27.62	28.69	29.79	30.93	32.12	33.35	34.63	35.97	37.34	38.79	40.27	41.63	43.02	44.45	45.95	47.48	**23**	
24	26.43	27.48	28.57	29.68	30.86	32.07	33.34	34.65	36.02	37.45	38.91	40.46	42.04	43.50	45.01	46.56	48.15	49.82	**24**	
25	26.80	27.92	29.08	30.29	31.55	32.86	34.21	35.65	37.13	38.66	40.26	41.93	43.69	45.27	46.92	48.65	50.41	52.26	**25**	
26	27.40	28.59	29.81	31.09	32.43	33.84	35.29	36.81	38.39	40.06	41.77	43.57	45.44	47.18	48.97	50.84	52.77	54.78	**26**	
27	28.00	29.25	30.53	31.92	33.33	34.82	36.39	38.01	39.69	41.46	43.31	45.24	47.26	49.14	51.09	53.11	55.22	57.40	**27**	
28	28.35	29.68	31.06	32.50	34.02	35.61	37.27	39.01	40.84	42.73	44.74	46.82	49.02	51.06	53.18	55.39	57.70	60.12	**28**	

Notes: The echelons in rankings 1 to 18 are annual echelons.
As of ranking 19, echelons 1 to 8 are semi-annual and echelons 9 to 18 are annual.
The rates take into account the general parameters of increase set out in subparagraphs A) to E) of the general parameters of salary increase in the article on remuneration.

APPENDIX 2
RANKING OF JOB TITLES

Sector*	Job title #	Job title	Ranking
3	2248	Assistant-head respiratory therapist	19
3	2489	Assistant-head nurse	21
3	2247	Respiratory therapy clinical instructor	18
3	1913	Care counsellor nurse	23
3	2246	Respiratory therapy technical coordinator	18
3	2471	Nurse	18
3	2473	Nurse (Pinel Institute)	18
3	3455	Licensed practical nurse	13
3	3445	Licensed practical nurse team leader	14
3	2459	Nurse team leader	19
3	1911	Nurse clinician	22
3	1912	Nurse clinician assistant-head-nurse, nurse clinician assistant to the immediate superior	24
3	1917	Nurse clinician specialist	24
3	2491	Nurse in a northern clinic	22
3	2462	Nurse instructor	19
3	1915	Specialty nurse practitioner	26
3	1916	Nurse first surgical assistant	24
3	1907	Nurse clinician (Pinel Institute)	22
3	2244	Respiratory therapist	17
3	2287	Clinical perfusionist	23
3	3461	Child nurse/baby nurse	12

Note: The rankings in the tentative agreement covering the withdrawal of the complaints filed as part of the 2010 pay equity audit and the agreement on the evaluation of the 2015 pay equity audit and the tentative agreement for the renewal of the provincial provisions of the collective agreement, both signed on December 5, 2015, take precedence over the rankings presented in this appendix.

* Sector 3: Health and social services

APPENDIX 3
JOB TITLES WITHOUT AN INCUMBENT

Sector	Job Title #	Job Title
3	3446	Licensed practical nurse assistant team leader

APPENDIX 4
TOW-CLAUSE JOBS

Job title #	Job title	Job class	Reference job title	% adjustment
1914	Specialty nurse practitioner candidate	0	3-1915	97,5
2485	Nurse on a refresher period	1	3-2471	90,0
2490	Candidate for admission to the practice of the nursing profession	1	3-2471	91,0
3456	Candidate for admission to the practice of the licensed practical nurse profession	1	3-3455	91,0
3529	Licensed practical nurse on a refresher period	1	3-3455	90,0
4001	Nursing extern	1	3-2471	80,0
4002	Respiratory therapy extern	1	3-2244	80,0

LETTER OF UNDERSTANDING NO. 26

REGARDING THE CREATION OF A WORKING COMMITTEE ON THE GOVERNMENT AND PUBLIC EMPLOYEES RETIREMENT PLAN (RREGOP)

The parties agree to set up a working committee with the mandate to examine the provisions and the funding of RREGOP by taking into account certain issues, in particular:

- its growing maturity;
- increased life expectancy;
- the evolution of the financial markets.

The parties agree on the composition of the working committee and on its rules of functioning.

The work will begin 18 months prior to the end of the collective agreement. The committee must produce a report on its work, joint or not, to be presented to the bargaining parties no later than six months before the end of the collective agreement.

LETTER OF UNDERSTANDING NO. 27

REGARDING A SETTLEMENT OF THE DISPUTES LINKED TO ANY PROVISION ALLOWING AN IMPROVEMENT OF THE GENERAL PARAMETER FOR 2013 CALCULATED BASED ON THE GROWTH OF THE NOMINAL GDP FOR 2010, 2011 AND 2012

- Whereas the agreement on the salary parameters, concluded on July 9, 2010, between the government and the Common Front;
- Whereas the existence of disputes linked to the provisions for an additional percentage of salary increase for 2013 calculated based on the growth of the nominal GDP for 2010, 2011 and 2012;
- The *Fédération interprofessionnelle de la santé du Québec - FIQ* in the name of all its affiliated unions undertakes to withdraw all grievances, notices of disagreement or other recourses submitted to contest the decision of the Employer not to increase the salary rates and scales for 2013 by an additional percentage by applying the provision linked to the growth of the nominal GDP for 2010, 2011 and 2012.

LETTER OF UNDERSTANDING NO. 28

REGARDING THE CREATION OF A WORKING COMMITTEE TO EXAMINE THE PROBLEMS LINKED TO TRIPS OUT

Eighteen months before the end of the collective agreement, the parties form a committee, under the aegis of the Secretariat of the *Conseil du trésor*, on the trips out, related to Sectors III, IV or V, which can produce a taxable benefit.

The mandate of the committee is:

1. to document the taxable nature of the benefit of payment or reimbursement of the expenses for trips out by the Employer;
2. to collect the quantitative and qualitative data related to the healthcare, education and civil service sectors;
3. to analyze the data made available;
4. to consider possible solutions;
5. to produce a report on the work, joint or not, to be presented to the bargaining parties no later than six months before the end of the collective agreement.

The parties agree on the composition of the working committee and its rules of functioning.

LETTER OF UNDERSTANDING NO. 29

REGARDING THE CREATION OF A WORKING COMMITTEE ON THE ADJUSTMENT OF THE ALLOWANCE PAID DURING A MATERNITY LEAVE

Twelve months before the end of the collective agreement, the parties form a working committee under the aegis of the Secretariat of the *Conseil du trésor* and on the adjustment of the supplemental allowance paid during a maternity leave.

MANDATE OF THE COMMITTEE

The mandate of the committee is:

1. to collect the pertinent data, in particular on the contributions to the different plans from which the person receiving the supplemental benefit from the employer for the maternity leave is exonerated;
2. to ascertain if there was any variation in the value of the exonerations;
3. to develop the conditions to consider in the evaluation of the value of the exonerations, if applicable;
4. to produce a report on the work, joint or not, to be presented to the bargaining parties no later than three months before the end of the collective agreement.

COMPOSITION OF THE COMMITTEE

The parties agree on the composition of the working committee and its rules of functioning.

LETTER OF UNDERSTANDING NO. 30

REGARDING THE RANKINGS OF CERTAIN CLASSES OF JOBS

ARTICLE 1
SCOPE

The provisions of this letter of understanding apply to the employees in the following job titles:

2459 Nurse team leader

2471 Nurse

2244 Respiratory therapist

2247 Respiratory therapy clinical instructor

2246 Respiratory therapy technical coordinator

2248 Assistant-head respiratory therapist

3455 Licensed practical nurse

3445 Licensed practical nurse team leader

ARTICLE 2
RANKINGS OF THE JOB CLASSES

On April 2, 2018, the rankings of the job titles covered by this letter of understanding are the following:

Job title #	Job title	Ranking on April 2, 2018
2459	Nurse team leader	20
2471	Nurse	19
2244	Respiratory therapist	18
2247	Respiratory therapy clinical instructor	19
2246	Respiratory therapy technical coordinator	19
2248	Assistant-head respiratory therapist	20
3455	Licensed practical nurse	14
3445	Licensed practical nurse team leader	15

The evaluation ratings regarding the rankings of the corresponding job classes must be agreed to by the Secretariat of the *Conseil du trésor* and the FIQ in the ninety (90) days following the signature of the collective agreement.

ARTICLE 3
SALARY SCALES BASED ON THE RANKING ON APRIL 2, 2018

On April 2, 2018, the employee concerned is integrated into the following salary scale which corresponds to the ranking of her job title on that date.

Echelon	Ranking 14	Ranking 15	Ranking 18	Ranking 19	Ranking 20
01	$22.04	$22.19	$23.12	$23.49	$23.86
02	$22.70	$22.94	$24.13	$24.19	$24.63
03	$23.38	$23.72	$25.19	$24.94	$25.43
04	$24.08	$24.51	$26.30	$25.68	$26.24
05	$24.80	$25.35	$27.46	$26.47	$27.10
06	$25.53	$26.19	$28.66	$27.26	$27.97
07	$26.30	$27.09	$29.93	$28.08	$28.88
08	$27.09	$28.00	$31.24	$28.94	$29.80
09	$27.72	$28.77	$32.42	$29.80	$30.77
10	$28.38	$29.56	$33.64	$30.72	$31.76
11	$29.04	$30.38	$34.90	$31.64	$32.79
12	$29.72	$31.21	$36.22	$32.60	$33.84
13				$33.59	$34.95
14				$34.44	$35.90
15				$35.30	$36.88
16				$36.20	$37.89
17				$37.12	$38.92
18				$38.05	$39.98

This integration is done at the rate equal to or immediately greater than the basic salary of the employee on April 1, 2018.

ARTICLE 4
SALARY SCALES BASED ON THE RANKING ON APRIL 2, 2019

On April 2, 2019, the employee concerned is integrated into the following salary scale which corresponds to the ranking of her job title on that date.

Echelon	Ranking 14	Ranking 15	Ranking 18	Ranking 19	Ranking 20
01	$22.59	$22.74	$23.70	$24.08	$24.46
02	$23.27	$23.51	$24.73	$24.79	$25.25
03	$23.96	$24.31	$25.82	$25.56	$26.07
04	$24.68	$25.12	$26.96	$26.32	$26.90
05	$25.42	$25.98	$28.15	$27.13	$27.78
06	$26.17	$26.84	$29.38	$27.94	$28.67
07	$26.96	$27.77	$30.68	$28.78	$29.60
08	$27.77	$28.70	$32.02	$29.66	$30.55
09	$28.41	$29.49	$33.23	$30.55	$31.54
10	$29.09	$30.30	$34.48	$31.49	$32.55
11	$29.77	$31.14	$35.77	$32.43	$33.61
12	$30.46	$31.99	$37.13	$33.42	$34.69
13				$34.43	$35.82
14				$35.30	$36.80
15				$36.18	$37.80
16				$37.11	$38.84
17				$38.05	$39.89
18				$39.00	$40.98

This integration is done based on the employee's echelon on April 1, 2019.

ARTICLE 5
ADVANCEMENT IN THE SALARY SCALES

The integrations set out in Articles 3 and 4 do not have the effect of changing the length of time for the purpose of advancement in the salary scales, set out in clause 7.23 of the collective agreement.

ARTICLE 6
SETTLEMENT OF GRIEVANCES

Clause 10.03 of the collective agreement does not apply to the integrations stipulated in Articles 3 and 4 of this letter of understanding except for errors in calculation in their application to the employee.

ARTICLE 7
ECHELON ADVANCEMENT

As of April 2, 2018, the length of time in an echelon for the purpose of advancement in the salary scales for the employee concerned, whose ranking is 19 and higher, is set out in the following manner:

- six (6) months of experience in echelons 1 to 8;
- one (1) year of experience in echelons 9 to 18.

LETTER OF UNDERSTANDING NO. 31

REGARDING THE EMPLOYEE WITH THE JOB TITLE OF NURSE (2471) PROMOTED TO THE JOB TITLE OF ASSISTANT-HEAD-NURSE OR ASSISTANT TO THE IMMEDIATE SUPERIOR (2489)

The parties agree to the following for the period from April 2, 2018, to April 1, 2019:

In an exceptional and transitional manner, the employee with the job title of nurse (2471) who is promoted, between April 2, 2018, and April 1, 2019, to the job title of assistant-head-nurse or assistant to the immediate superior (2489) receives the salary stipulated for the echelon she was in the day before her promotion, increased by the percentage corresponding to that echelon stipulated below.

Echelon	Increase to apply, based on the echelon, when there is a promotion to the job title of assistant-head nurse or assistant to the immediate superior (2489) between April 2, 2018, and April 1, 2019
1	3.28%
2	3.68%
3	4.05%
4	4.48%
5	4.87%
6	5.28%
7	5.73%
8	6.12%
9	6.58%
10	6.93%
11	7.40%
12	7.79%
13	8.22%
14	8.62%
15	9.12%
16	9.53%
17	9.94%
18	10.41%

For the purpose of applying the rules of integration stipulated when the new salary structure goes into effect on April 2, 2019, the employee covered by the provisions of this letter of understanding is integrated into the new salary scale of her job title in the echelon for which the salary rate is equal to or greater than her salary rate including the increase stipulated in the previous paragraph before the integration.

LETTER OF UNDERSTANDING NO. 32

REGARDING THE ADDITIONAL REMUNERATION ASSOCIATED WITH POSTGRADUATE TRAINING

The parties agree to the following:

An employee, who, the day before her integration into the salary scale on April 2, 2018, or that of April 2, 2019, is at the top of the salary scale, is integrated into the salary rate equal or immediately greater than the rate she had before the integration. Then, if applicable, this rate is increased by the percentage of the additional remuneration associated with the postgraduate training which the employee has according to the provisions stipulated in the collective agreement.

LETTER OF INTENT NO. 1

REGARDING THE GOVERNMENT AND PUBLIC EMPLOYEES RETIREMENT PLAN (RREGOP) FOR THE EMPLOYEES COVERED BY THIS PLAN UNDER THE RREGOP ACT

1. **Legislative amendments and regulations**

   The government commits to pass the required regulations as well as to propose to the National Assembly for adoption, the legislative provisions to make the amendments set out in Articles 2 to 5 to the Government and Public Employees Retirement Plan (RREGOP).

   These amendments must apply to all the participants (active and inactive) for all their years of service.

2. **Reduction that is applied for early retirement**

   For the participants whose last day of work is July 1, 2020, or after, the reduction applied when early retirement is taken increases from 4% per year (0.33% per month) to 6.0% per year (0.5% per month).

3. **Eligibility for a pension without reduction**

   For the participants whose last day of work is July 1, 2019, or after, the eligible age for a pension without reduction increases from age 60 to age 61.

   For the participants whose last day of work is July 1, 2019, or after, a new criterion of eligibility for a pension without reduction is added:

   - The age and the years of service total 90, if the participant is at least 60 years of age.

4. **Transitional measures**

   The amendments set out in Articles 2 and 3 will not apply to the people who, before the date the Bill resulting from this agreement is tabled in the National Assembly, have started a reduction in their work time due to a progressive retirement plan agreement under the meaning of sections 85.5.1 to 85.5.5 in the RREGOP Act.

   These same amendments will also not apply to the people having started the reduction of their work time as part of a progressive retirement plan agreement in the 120 days following that date, insofar as the reduction of their work time corresponds to at least 20% of the regular time of a full-time employee.

5. **Maximum number of years of service for pension calculation purposes**

   The maximum number of credited years of service that can be used for pension calculation purposes is gradually increased to 40 by December 31, 2018. These years guarantee the same benefits as those that came before, subject to the following:

   - As of January 1, 2017, the number of years of service credited for pension calculation purposes exceeding 38 must be service worked or redeemable. A buyback of service prior to January 1, 2017, cannot make it possible for the credited service for pension calculation purposes to exceed 38 years on January 1, 2017.

- No retroactive measure is permitted. Service exceeding 38 years of service credited for pension calculation purposes before January 1, 2017, cannot be recognized by a compulsory contribution or by a buyback.
- The pension reduction applicable as of age 65 (coordination with the QPP), does not apply to the years of service credited for pension calculation purposes that exceed 35 years.
- Contributions are paid on all service accumulated since January 1, 2017, that exceeds 38 credited years of service, up to a maximum of 40 credited years of service.

For the revaluation of pension credits, the increase of the maximum number of years of service from 38 to 40 cannot have the effect of increasing or decreasing the number of years of service that would be revaluated if this measure did not exist.

The amendments described in Article 5 also apply to the civil servants pension plan (RRF), the teachers' pension plan (RRE) and the pension plan for certain teachers (RRCE).

AGREEMENT REGARDING CERTAIN CONDITIONS OF APPLICATION OF ARTICLE 13 OF THE COLLECTIVE AGREEMENT – COMMITTEE ON CARE

BETWEEN

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

AND

THE *FÉDÉRATION INTERPROFESSIONNELLE DE LA SANTÉ DU QUÉBEC-FIQ*

THE PARTIES HERETO AGREE TO THE FOLLOWING:

Subject to clause 11.39 of the 2016-2020 collective agreement, the expenses and fees of the resource person who intervenes within the framework of the Committee on Care set out in Article 13 of the collective agreement are the responsibility of the *Comité patronal de négociation du secteur de la santé et des services sociaux.*

This agreement is not part of the collective agreement, but may be invoked during an arbitration hearing pursuant to the provisions of the collective agreement.

This agreement goes into effect on July 10, 2016, and is deemed to remain in effect until the renewal of the provincial provisions of the 2016-2020 CPNSSS-FIQ collective agreement.

IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED, ON JUNE 7, 2016.

LA FÉDÉRATION INTERPROFESSIONNELLE DE LA SANTÉ DU QUÉBEC-FIQ

Nancy Bédard

Daniel Gilbert

Serge Prévost

Daniel David

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

Mélanie Hillinger

François Perron

INDEX

A

E

N

O

S

T

Y

Explanatory notes:

- **Local provisions:** refers to the 26 matters negotiated at the local level pursuant to Schedule A.1 of an Act respecting the negotiation of the collective agreements in the public and parapublic sectors (C.Q.L.R., Chapter R-8.2).
- **Local agreement:** refers to the other subjects determined by the provincial parties in the collective agreement and that can be negotiated at the local level. The negotiation of such an agreement is optional.
- **Local arrangement:** refers to the local arrangement that can be concluded at the local level and identified as such by the provincial parties in the collective agreement. The negotiation of such an arrangement is optional.

THE FIQ,
A STRONG VOICE,
ACTIONS THAT COUNT

Here, we understand health care.

FÉDÉRATION
INTERPROFESSIONNELLE
DE LA SANTÉ DU QUÉBEC

FIQ Montréal | Head Office
1234, avenue Papineau, Montréal (Québec) H2K 0A4 |
514 987-1141 | 1 800 363-6541 | Fax 514 987-7273 | 1 877 987-7273 |

FIQ Québec
1260, rue du Blizzard, Québec (Québec) G2K 0J1 |
418 626-2226 | 1 800 463-6770 | Fax 418 626-2111 | 1 866 626-2111 |

fiqsante.qc.ca | info@fiqsante.qc.ca

September 2016