

Collective agreement

between

MCGILL UNIVERSITY HEALTH CENTRE-MUHC

LE CENTRE UNIVERSITAIRE DE SANTÉ MCGILL- CUSM

and

***UNION OF NURSING AND CARDIORESPIRATORY
CARE PROFESSIONALS OF THE MUHC (FIQ)***

***LE SYNDICAT DES PROFESSIONNELLES EN SOINS INFIRMIERS
ET CARDIORESPIRATOIRES DU CUSM (FIQ)***

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STATEMENT OF PRINCIPLE

The *McGill University Health Centre-MUHC* is an outstanding public institution dedicated to the delivery of modern, exemplary and innovative health services and social services on the Montreal scene. Affiliated to McGill University, it offers a full range of health services and social services, teaching and research; these services are general, specialized and highly specialized.

The Employer and the Union declare the following:

- The parties stand for collaboration in the quest and pursuit of quality services, the creation of an environment characterized by benevolence and respect for patients and employees, and advantageous working conditions for employees;
- The Union recognizes the Employer's management rights;
- The Employer commits to exercising management rights in accordance with the working conditions provided for in this collective agreement, as well as those provided for in the Quebec provisions of the collective agreement, and in the provisions of the laws and other regulations in effect. The Employer is also committed to treating his employees in a just and equitable manner.

The objective of this collective agreement is firstly to determine first-rate working conditions in order to ensure the safety and well-being of employees. To this end, the Employer and the Union recognize the importance of setting up an appropriate procedure for dealing with complaints of psychological harassment or violence for all personnel in the institution.

Secondly, it is aimed at allowing the MUHC to stand out and continue to be a prime employer in the health and social services network of Quebec, and even Canada. To this end, the parties took into account the workforce shortage, the need to attract new resources and to retain active resources, in order to ensure relief and to increase the number of employees in order to meet the needs of the hospital centre with its redeployment and modernization plan on more than one site. As well, the Union collaborates with the Employer in a workforce planning process and a human resources development plan, and takes part in the conversion of replacement hours into positions on the regular work team, when the needs so warrant.

Moreover, in view of ensuring a feeling of belonging among employees, the parties worked at establishing parameters to establish equilibrium between the Employer's need for flexibility and the employees' need for stability in their everyday activities.

Consequently, the parties negotiated and agreed, among other things, on the following working conditions:

- In order to ensure stability in daily working life in centres of activities which cover activities over more than one site, the parties agreed that the site is the reference for the application of this collective agreement, for example:
 - distribution of annual vacation choices and taking of vacations;
 - distribution of statutory holidays;
 - elaboration of work schedules.
- In order to respond to the flexibility needs of an institution whose activities take place in more than one workplace, favour the implementation of multi-site float teams on the basis of clinical groupings and thus develop leading-edge expertise and the creation of MUHC positions, while respecting the existing regular teams in each of the centres of activities;
- Favour career advancement opportunities by posting all positions which become vacant, temporary assignments of a duration of 90 days or more, within as well as outside bargaining unit;
- Favour the maintenance and implementation of work schedules which ensure a balance between personal and professional life;
- Favour the taking of vacations during the summer period, which are better adapted to the needs of employees and their family;
- Favour family life, in particular at the time of the December 25 and January 1 holidays;
- Favour the implementation or maintenance of the conditions for on-call service in view of ensuring one weekend off every two weeks and a rest period between the end of an on-call assignment and the beginning of the regular work shift;
- Favour the granting of leaves without pay for studies, teaching, humanitarian reasons or participation in community projects;
- Favour human resources development, the updating and professional improvement of employees as well as their career plans.

The statement of principles is an integral part of the collective agreement.

Article 1 - Definition of terms

1.01 Centre of activities

The sum of specific activities organized hierarchically which constitute a distinct entity in the organisational structure of the institution.

The centre of activities can be a section of chronically-ill or psychiatric beneficiaries, a nursery, a laboratory or radiology department, a program or point of service, etc.

1.02 Simple position

The sum of duties performed by an employee in a centre of activities and described in one of the job titles included in the Quebec provisions of the collective agreement and its appendices.

1.03 Compound position

The sum of duties performed by an employee in several centres of activities and described in one of the job titles included in the Quebec provisions of the collective agreement and its appendices. A position on the float team cannot be one element of a compound position.

1.04 Home base

The home base is the place where the employee carries out her activities more than half the workweek. In the other cases, the home base is determined according to the place where the employee regularly receives her instructions and reports on her activities.

1.05 Probationary period

The length of the probationary period is established according to the job title and the requirements for which the employee was hired.

(A) Job titles for which a professional secondary level degree (DEP) or a CEGEP-level degree (DEC) is required.

The probationary period is forty-five (45) calendar days. However, if at the end of this period, the employee has not completed thirty (30) days of work, her probationary period is extended until she has completed thirty (30) work days.

(B) Job titles for which an undergraduate university degree or more is required.

Any new employee who has practised her profession in one of the job titles for one (1) year, after having completed her university studies, is subject to a probationary period equal to ninety-one (91) calendar days.

However if, during this period, an employee has not completed sixty-five (65) days of work, her probationary period is extended until she has completed sixty-five (65) days of work. All the statutory holidays paid by virtue of the provisions of this collective agreement are considered as days of work.

Any new employee who has not practised her profession in one of these job titles for one (1) year after having completed her university studies is subject to a probationary period equal to one hundred and eighty (180) calendar days.

However if, at the end of this period, the employee has not completed one hundred and twenty (120) days of work, her probation period is extended until she has completed one hundred and twenty (120) days of work. All statutory holidays paid by virtue of the provisions of this collective agreement are considered as days of work.

If, during the course of this collective agreement, the academic requirements for a job title are revised or modified, then the length of the probationary period will be modified accordingly to reflect these new requirements.

The probationary period provided for in this collective agreement is automatically extended providing the Employer notifies the Union of his intention to extend the probationary period, for one employee, at least ten (10) days in advance. The conditions of the extension will be established on an individual basis.

If the Employer rehires an employee who had not completed her probationary period due to lack of work, this employee needs only complete the calendar days or work days, as the case may be, that were missing to complete her previous probationary period, in order to acquire her seniority, providing however that not more than one (1) year has elapsed since her departure.

The Employer sets up a welcoming and orientation programme, for newly-hired employees, which must begin on the first day of employment.

Before this programme comes into effect, the Employer communicates the content and the conditions of application to the Union. The Union has fifteen (15) days to send comments. The final content of this programme is the responsibility of the Employer only.

When such a programme exists and an employee is covered by it, the length of her probationary period is extended accordingly.

1.06 Job title group

A job title group is composed of all the job titles belonging to the same profession.

For the purpose of this collective agreement, the job-title groups are the following:

- Nurse job titles;
- Nursing assistant job titles;
- Respiratory therapist job titles;
- Clinical perfusionists.

1.07 Work shift

In centres of activities where, on the date of the signature of the collective agreement, there are stable work shifts, they are on the day, evening or night shifts, as the case may be.

In the other centres of activities, there is rotation, the shift is then day and evening, or day and night.

1.08 Quebec provisions

Any reference to the Quebec provisions in this collective agreement refers to the 2006-2010 Quebec provisions that apply to the *Fédération interprofessionnelle de la santé du Québec/CPNSSS* and its appendices and letters of understanding..

Article 2 - Purpose

- 2.01** The purpose of the collective agreement is to establish orderly relations between the parties, to set the working conditions of employees covered by the bargaining unit and to facilitate the settlement of labour relations problems.

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

- 2.03** The Employer treats his employees fairly and the Union encourages them to perform their work adequately.

Article 3 - Professional corporations

3.01 An employee must, as a condition of employment and maintenance of employment, be a member in good standing of her professional corporation.

Article 4 - Professional responsibility

4.01 Signature of a technical document

Any technical document prepared by an employee or under her direction must be signed by the employee. However, the use of the content of such a document remains the responsibility of the Employer. If the Employer publishes, in any form whatsoever, in whole or in part, such a technical document, the name of the author, her title and the centre of activities to which she belongs will appear on the document.

4.02 Modification of a technical document

Notwithstanding the preceding clause, an employee cannot be obliged to modify a technical document which she has signed and which she believes to be correct professionally.

Article 5 - Union rights

5.01 Union offices

In compliance with the Quebec provisions, the Employer continues to make available to the Union the offices that it provided on the date of the coming into effect of this collective agreement.

Insofar as possible, these offices are located on the sites of the institution or near the latter.

5.02 Specific agreement

No specific agreement concerning labour conditions that are different from those in this collective agreement, nor any specific agreement regarding working conditions not provided for in this collective agreement, between an employee and the Employer, is valid unless it has received the written approval of a union representative. Failing a written response from the union representative within twenty (20) days following the reception of the written notice to the Union, the agreement is considered valid and accepted.

Article 6 - Posting of notices

6.01 The Employer continues to make available to the Union the closed bulletin boards that it provided on the date of the coming into effect of this collective agreement. These bulletin boards are to be used exclusively for union purposes.

The Union can post on these bulletin boards any document duly signed by one of its representatives.

6.02 Upon request by a union representative, a copy of documents from administration, the director of nursing, the director of diagnostic and therapeutic services or the director of human resources, posted in the institution, will be given to the Union. These documents must concern the working conditions of employees or pertain to the application of the collective agreement.

Article 7 - Payment of salaries

7.01 Pay slip

On the pay slip, the Employer enters:

- the name of the Employer;
- the family name and first name of the employee;
- the employee number;
- the job title;
- the date of the pay period and the date of the pay;
- the number of hours paid at straight time;
- the salary rate;
- the gross salary;
- the nature and amount of the deductions applied;
- the net salary;
- the number of days of sick leave accumulated;
- the seniority accumulated;
- the bank of retention days;
- the bank of annual vacation days accumulated;
- the overtime hours worked during this period, if any;
- the nature and amount of the premiums, if any;
- the benefits, allowances or supplements paid, if any;
- the bank of floating holidays in psychiatry, if applicable;
- the number of hours worked overtime and converted into time off and the hours taken back in time, if any.

The Employer must present, on separate pay cheques including the details, the amounts paid as advanced payments, annual vacation pay, unused sick leave days at the time they are converted to cash.

In the case of salary adjustment or correction on the salary, the amount shall be paid on a separate cheque if the gross amount is greater than \$200.

7.02 Quebec national holiday

Moreover, in the case of the Quebec national holiday, the Employer pays to the part-time employee, if applicable, the adjustment related to this statutory holiday at the time of the third pay following this statutory holiday.

7.03 Pay period

Salaries are paid every two (2) weeks. All modifications to the pay system must be the subject of an agreement. In no case can there be more than fifteen (15) days between two (2) payments.

If a payday coincides with a statutory holiday, the pay will be distributed on the day prior to the statutory holiday unless this is impossible.

Employees who, on the date of the signature of this collective agreement, receive their pay by cheque can continue to receive it in this way. Employees hired after the date of the signature of this collective agreement must subscribe for direct deposit.

7.04 Error

In the event of an error in pay of more than fifty dollars (\$50) attributable to the Employer, the latter agrees to correct this error within three (3) working days after the date of the payment in question, by remitting the amount due to the employee. In the other cases, the error is corrected on the following pay.

In the event of an error on the pay involving an overpayment to an employee by the Employer, the Employer may recover such an amount according to conditions agreed to between the Employer and the employee or, failing an agreement, according to the following conditions:

- a maximum deduction of eighty dollars (\$80) per pay period for a full-time employee;
- a maximum deduction of forty dollars (\$40) per pay period for a part-time employee.

The Employer may only recover overpayments made during the twelve (12) months preceding the notification of the error. In the same way, in cases where the Employer recognizes that there was an error on the pay, including premiums, he reimburses the amounts due retroactively for a maximum of twelve (12) months.

No amount may be withheld on the employee's salary for the breakage or the loss of an article, unless it is proven that the employee was guilty of negligence.

7.05 Amounts due upon departure

The Employer gives or sends to the employee, on the pay period following her departure or the date following the coming into effect of her resignation, the amounts due, including the fringe benefits.

7.06 Credit Union

The *Caisse d'économie Desjardins Strathcona* is designated by the parties. The latter sends to the Employer a standard blank form for the authorisation of deductions.

The Employer cooperates in facilitating this operation.

Thirty (30) days after the credit union sends the authorisations to the payroll service of the Employer, the latter deducts on each pay of the employee who signed the authorisation to this end, the amount that the latter indicated to be deducted and deposited at the credit union.

Thirty (30) days after an employee sends a written notice to the payroll service to this effect, the Employer stops deducting the employee's contribution to the credit union.

The amounts thus deducted by the Employer are transmitted to the *Caisse d'économie Desjardins Strathcona* within eight (8) days after they are deducted.

Article 8 - Locker room, lockers and uniforms

8.01 Locker room and lockers

The Employer continues to provide employees with the lockable lockers for their clothes which he provided at the date of the coming into effect of this collective agreement. The Employer also continues to provide a lockable dressing room.

The Employer also provides a safe space in each centre of activities for employees to leave their personal belongings.

8.02 Uniforms

The Employer continues to provide uniforms to employees in the centres of activities where he provided them on the date of the coming into effect of this collective agreement. Regarding centres of activities for which the Employer decides to provide uniforms after the date of the coming into effect of this collective agreement, the Employer must proceed according to the same parameters.

Cotton uniforms are washed and pressed at the Employer's expense unless the employee decides to do so herself.

Article 9 - Travel allowances

- 9.01** When an employee must perform duties outside the institution at the Employer's request, she is entitled to the travel allowance provided for in this article and to those provided for in the Quebec provisions.

The employee who, in the course of the performance of her duties, is assigned on a regular basis to more than one workplace within the institution is not eligible to the allowances provided for in the Quebec provisions and in this collective agreement, except if the meal at the union price is not available.

9.02 Provisions concerning the home base

The home base is determined by the Employer.

An employee may not have more than one (1) home base, except as a result of a replacement in a position temporarily deprived of an incumbent.

Notwithstanding what precedes, and for the purpose of the application of this article, an employee who must go from her place of residence to a place of work other than her home base, without stopping by the home base, is compensated for the time and for the distance in excess of the distance she normally travels from her place of residence to her home base, and the same applies for the return trip.

The Employer determines whether an employee must stop by the home base or not.

The allowance to be paid is calculated starting from the home base to which the employee is assigned.

The kilometrage reimbursed is based on the distance needed and actually travelled by an employee in the performance of her duties.

9.03 Employee accompanying a beneficiary

No employee can use her personal car for the transportation of patients.

An employee responsible for accompanying a beneficiary outside the institution which employs her receives the following remuneration and allowance:

1. She is considered to be at work for the time during which she accompanies the beneficiary. She must then be remunerated according to the Quebec provisions, including the overtime rate if the duration of this work and/or of the period of accompaniment exceeds the normal workday.
2. Once she has left the beneficiary, she must return to her home base as soon as possible and by the means of transportation determined by the Employer.

She is considered to be on availability, as defined in the Quebec provisions, for the waiting period preceding the return trip. She is then remunerated according to the provisions of clause 19.07 of the Quebec provisions.

For the duration of the return trip, the employee is also considered to be at work and she is then remunerated according to the conditions provided in paragraph 1- and in Article 26 of the Quebec provisions.

3. The Employer reimburses the employee for her travelling and lodging expenses according to the conditions provided in this article and in Article 26 of the Quebec provisions.
4. For any trip of one (1) day or more, the Employer will ensure that the employee has a sufficient rest period before resuming her regular shift.

9.04 Other means of transportation

When the Employer does not require that the employee use her personal automobile, he identifies other means of transportation and reimburses the employee for expenses thus incurred, in accordance with the Quebec provisions.

9.05 Meals

When travelling, an employee is entitled to the meal allowance provided for in clause 26.05 of the Quebec provisions, which is paid only when the employee cannot go to her home, her home base or the institution within reasonable time.

9.06 Reimbursement

The reimbursement of expenses to which an employee is entitled by virtue of the Quebec provisions and of those in this collective agreement is done upon presentation of the required original supporting documents. Such a reimbursement will be paid within ten (10) working days following the presentation of the supporting documents to the finance department.

9.07 Special provisions

The Employer reimburses or assumes the parking expenses at one or the other of the sites for employees who hold one of the positions in the National Program for Home Ventilatory Assistance (NPHVA) and the Tuberculosis Clinic (TB Clinic).

If the Employer decides to modify the requirements or the conditions stipulated in the preceding paragraph, he meets with the Union.

Article 10 - Specific provisions regarding the grievance procedure

10.01 Procedure regarding an approach orientated towards finding solutions

For the purpose of establishing orderly relations between the parties and promoting the settlement of problems in the application and interpretation of the Quebec provisions and of those of this collective agreement negotiated at the local level, the parties agree to the following:

- In application of clause 10.01 of the Quebec provisions, to encourage employees and their immediate superiors to take charge of *“all problems concerning working conditions”* and to encourage the latter to try to settle these problems by themselves;
- Failing a solution at the stage described in paragraph 1, to allow the employee to inform her union of her problem, at her discretion, and to ask the union to intervene with her immediate superior;
- Failing an agreement, as last resort, to refer the problem, if need be, to the representatives appointed by the parties as described hereafter;
- In the spirit of clauses 10.08 and 10.09 of the Quebec provisions, to refer, if need be, any problem which was not resolved according to the preceding paragraphs, to the representatives appointed by the local parties before having recourse to the grievance and arbitration procedure provided for in the Quebec provisions;
- To exclude from this article the issues related to the following matters and to deal with them in accordance with the Quebec provisions regarding the grievance and arbitration procedure:
 - Violence at work and harassment;
 - Disciplinary and administrative measures;
 - Salary insurance and CSST cases (quantum, admissibility, end of employment, etc.);
 - Monetary claim (including years of experience and classification).

- In the application of clause 10.11 of the Quebec provisions, to suspend the deadlines prescribed in clauses 10.02, 10.07, 10.08 and 11.01 of the Quebec provisions to allow for talks between the parties, unless one or the other of the parties expresses in writing its intention not to pursue the talks, in which case the time periods prescribed in the Quebec provisions shall begin to be calculated at the time of the reception of such a notice;
- For the purpose of the application of this agreement, the parties appoint their respective representatives within thirty (30) days following the coming into force of this collective agreement;
- The parties meet, as need be, upon written request of one or the other of the parties with a five (5)-day notice. This advance notice must indicate the nature of the matters to be discussed at the meeting;
- The parties agree to review the application and conditions of this article, if need be. To this end, one or the other of the parties gives a written twenty (20)-day notice to the other party of its intent to proceed to such a review.

Article 11 - List of grievance arbitrators

11.01 For the purpose of the application of the arbitration procedure provided for in Article 11 of the Quebec provisions, the parties agree to appoint one or the other of the following arbitrators:

Article 12 - Work hours and workweek

12.01 Regular workweek

Employees covered by this collective agreement have a workweek of thirty-five (35) hours or thirty-six and a quarter (36¼) hours divided into five (5) days of seven (7) hours or seven and a quarter (7¼) hours of work.

12.02 Division of the week

For calculation purposes, the workweek is based on the calendar week. The calendar week extends from zero hours (00:00) on Sunday to twenty-four (24:00) on Saturday.

12.03 Meal period

The employee has forty-five (45) minutes or sixty (60) minutes off for her daily meal, depending on the number of weekly hours of her position or the number of hours applicable by virtue of Appendix 1 of the Quebec provisions.

Notwithstanding what precedes, employees who on the date of the coming into force of this collective agreement benefit from a meal period which is different from the one described above continue to benefit from it for the duration of this collective agreement as long as they remain in their position and as long as the conditions which argued for this different meal period remain the same.

In the event of the introduction of special measures, structural reorganisations and modifications in the organisation of work, the parties agree that the meal period of employees in the new centre of activities is the one stipulated in the first paragraph.

An employee is not obliged to have her meal in the institution.

12.04 Rest period

An employee cannot take her rest periods at the beginning or at the end of her workday, nor as an extension of her meal period.

However, employees who work on the evening or night shifts can add their rest periods to their meal period.

12.05 Weekly days off

An employee is granted two (2) complete days off per week, consecutively if possible.

The term “day off” refers to a full twenty-four (24)-hour period.

12.06 At the employee’s request, the Employer may grant four (4) consecutive days off per two (2) workweeks.

12.07 Exchange of schedules

Upon written request made at least twenty-four (24) hours in advance, two (2) employees in the same centre of activities and in the same job title group can trade their days off and their work shift as established, in accordance with the needs of the centre of activities, and with the agreement of their immediate superior, who cannot refuse without valid reason. The provisions of Article 19 of the Quebec provisions do not apply in this case.

12.08 Number and distribution of weekends

The Employer grants all employees a minimum of one (1) weekend off per period of two (2) calendar weeks, in such a way that an employee never works two (2) consecutive weekends or part of a second (2nd) consecutive weekend. However, in particular situations and in regard to one (1) or several employees, the Employer cannot respect this obligation due to the impossibility of recruiting in the locality, for the job titles of nurse and respiratory therapist, candidates who respond to the normal requirements of the job, he must then insure a minimum of one (1) weekend off per period of three (3) calendar weeks, in such a way that the employee never works more than two (2) consecutive weekends or part of a second (2nd) consecutive weekend.

Notwithstanding the preceding paragraph, the distribution of weekends for employees occupying the positions of assistant head nurse, assistant head respiratory therapist and respiratory therapy technical coordinator is established according to the needs of the centre of activities.

For the purpose of this clause, one (1) weekend refers to a continuous period of forty-eight (48) hours including all of Saturday and Sunday. This continuous period may be modified by written agreement between the Employer and the Union.

12.09 These weekends are distributed alternatively and equitably between the employees of the same centre of activities.

12.10 Posting of schedules

The work schedules including days off and work shifts are drawn up by the Employer on the basis of the needs of the centre of activities, taking into account, if possible, the preferences expressed by the employees. They are posted in the usual locations at least fourteen (14) days in advance and cover a period of at least six (6) weeks, with the exception of one period during the year.

The work schedules are kept for at least six (6) months for reference purposes.

12.11 The Employer cannot modify the work schedule without giving a seven (7)-day notice, unless he has the consent of the employee(s) concerned.

12.12 Reorganisation of the schedule

The parties may modify at any time the distribution of the number of hours worked daily to allow an employee to choose her hours of entry and departure (flexible working hours) outside of a period of compulsory presence at work (core time), five (5) days per week, while totalling for one (1) week, two (2) weeks or four (4) weeks, a number of hours equivalent to that stipulated in her job title.

It is understood that the fact that an employee has flexible hours shall not be considered as an acquired right for this employee and cannot be invoked as a precedent for other employees.

The parties may agree to any other form of arrangement of working time.

12.13 Centres of activities with permanent shifts

In a centres of activities where there is no rotation of work shifts among employees, that is where everyone works permanent shifts, the Employer may introduce rotation of work shifts providing seventy-five percent (75%) of the employees in the centre of activities come out in favour of this. In this case, the provisions of clause 12.14 of the collective agreement apply.

In order to offer employees the opportunity to refresh their techniques, employees who have been on a permanent evening or night shift for one (1) year are assigned to the day shift, at their request or at the Employer's request, but in all cases subject to an agreement with the Employer concerning the dates, for a period not exceeding twenty (20) work days per year. Prior notice is sent to the Union.

In the event of a shortage of regular personnel on the evening or night shift, there shall be a rotation of work shifts among the employees on the centre of activities, with the exception of the assistant head respiratory therapist and the respiratory therapy technical coordinator who are not subject to rotation, unless it is absolutely necessary.

12.14 Centre of activities with rotation of work shifts

The Employer takes all the appropriate measures to enable an employee to work on the day shift at regular intervals during the year. Within each work schedule, an employee shall spend at least fifty percent (50%) of her time on the day shift, except if there is an agreement to the contrary between the Employer and the employee.

The Employer grants a permanent evening or night shift to an employee who requests it. In this case, the employee is not subject to the system of rotation unless absolutely necessary.

The employee must give the Employer an advance notice of four (4) weeks, and the latter must post it in the centre of activities. During this notice period, the employees of this centre of activities can apply for the permanent evening or night shift position and, at the end of the period, the shift is granted to the employee with the most seniority among those who applied.

At her request, an employee may return to the system of rotation.

An employee may only request a permanent evening or night shift once per three (3)-month period. However, this restraint cannot be held against her when she applies for a position according to the terms of Article 13 or when she avails herself of the provisions of Article 14 of this collective agreement.

12.15 Minimal interval

In the case of the change or rotation of work shifts, there must always be a minimum of sixteen (16) hours between the end of duty and the beginning of another shift, failing which the employee is remunerated at the overtime rate for the hours worked within the sixteen (16)-hour period.

This provision does not apply in the case of compressed work schedules.

12.16 Split shifts

An employee is not subject to split shifts.

12.17 Control of working time

An employee is not subject to more than one (1) system of control of her working hours.

12.18 Conversion of the night premium

For the purpose of the application of clause 9.01 of the Quebec provisions, a full-time employee who holds a position on the night shift benefits from one three (3)-consecutive-day weekend off per two (2)-week period as long as the parties do not agree otherwise.

Similarly, an employee benefits from this privilege when she has a temporary full-time assignment, the duration of which is expected to be more than six (6) months.

12.19 Time change

Employees who, at the spring time change (daylight-saving time), work one (1) hour less than the daily number of hours stipulated in their job title do not suffer a loss of salary.

Employees who, at the fall time change (standard time) work one (1) hour more than the daily number of hours stipulated in their job title, are remunerated at the overtime rate for the hour thus worked.

Article 13 - Promotion, transfer and demotion

(A) *Inside the certification unit*

13.01 For each accounting period, the Employer transmits to the Union the list of the vacant, newly-created, and abolished vacant positions in accordance with clause 3.14 of the Quebec provisions.

Subject to provisions to the contrary, the Employer shall post any vacant or newly-created position, covered by the accreditation certificate, within ninety (90) days following the day it was created or became vacant.

However, when the vacant position is the object of the reorganization provided for in clauses 14.01 to 14.07 of the Quebec provisions or a reorganization of work, the position must be posted no later than twelve (12) months after the date when the Employer notifies the Union in accordance with clause 14.10 of the Quebec provisions. However, any position which becomes vacant as of the ninth (9th) month following the transmission of this notice remains subject to the posting deadlines stipulated in the previous paragraph.

The positions are posted on the Employer Intranet Network for a fifteen (15)-day period.

At the same time, the Employer gives a copy of the posting to the Union.

Unless it is impossible to do so because of the obligations resulting from the provisions of this collective agreement or the Quebec provisions, or unless the Employer evaluates that the needs of the centre of activities warrant a number of work days inferior to five (5) days per week, the Employer posts a full-time position.

13.02 The only stipulations to appear on a posting are:

- 1- the job title and definition which appears in the Quebec provisions;
- 2- the requirements of the position, if any;
- 3- the salary scale;
- 4- the centre or centres of activities;
- 5- the posting period;
- 6- the status related to the position (full-time, part-time);
- 7- in the case of a part-time position, the number of work days per two (2)-week period.
- 8- the work shift, as defined in clause 1.07 of this collective agreement;
- 9- the home base, if applicable, for indicative purposes only;
- 10- in the case of a compound position, the usual distribution of the work schedule between the centres of activities;
- 11- the mention of compressed workweek, if applicable;
- 12- the site.

When a centre of activities has activities on more than one site, the employee is only called upon to work at the site indicated on the posting of her position.

13.03 Any employee has the right to apply for the position, during the above-mentioned period, according to the established policy of the institution.

This employee may, before applying for a position, review the list of candidates. The list of candidates is available on the intranet.

An employee may not obtain more than three (3) transfers in a period of twelve (12) months, except in the case of a promotion or change of status, or unless no other employee has presented her candidacy.

13.04 The list of candidacies is posted on the intranet until the end of the posting period and when the chosen employee is appointed, it is then transmitted to the Union.

13.05 1) For the positions for which a university degree is not required, the rules are the following:

Nurse positions (2471) and perfusionist positions (2287): regarding requirements, seniority determines which candidate is appointed to the position.

For the other positions: The position is granted and filled by the employee who has the most seniority among those who have applied, providing that she has the capacity to meet the normal requirements of the job.

The requirements must be pertinent and related to the nature of the duties.

2) For positions for which a university degree is required, the position is granted to the employee-candidate who is the most competent among those who have applied and who meet the pertinent requirements. If several candidates have equivalent competence, the position is granted to the candidate who has the most seniority in the service of the Employer.

The requirements must be pertinent and related to the nature of the duties.

13.06 Any vacancy engendered by the promotion, transfer or demotion must be posted and the position must be granted according to the provisions of this article and Article 15 of the Quebec provisions.

13.07 Registry of positions

A registry of positions is set up to enable an employee, who is absent for two (2) or more consecutive weeks for one of the reasons provided for in this collective agreement or in the Quebec provisions, to change positions by registering her interest in advance, in the event of a vacancy in one of the wanted positions. Inscription in the registry is valid for the length of the employee's absence according to conditions provided for in the following paragraphs.

When access to the posting of vacant positions is possible via internet, the Employer informs the Union. The parties can then pursue their talks regarding the procedure applicable to the positions registry at the labour relations committee.

13.08 Inscription on the registry of positions is done by a written notice from the employee to the Employer and it is considered to be an application for the posted position.

13.09 The employee must complete a blank form to this end for each of the coveted positions. An employee can register for a maximum of five (5) centres of activities at any time of the year. If a position for which an employee has signed up on the registry of positions is offered to her, then her name is withdrawn from the registry for this position for the rest of the year.

13.10 The application of clause 13.05 cannot prevent an employee benefiting from job security from obtaining a position according to the procedure provided for in clause 15.09 of the Quebec provisions.

13.11 The Employer appoints the employee within ten (10) days following the acceptance of the position by the latter.

The Employer notifies the employee of her appointment in writing. The list of appointments is available on the intranet. For each accounting period, the Employer transmits the list of appointments to the Union.

The beginning of duty of the employee is effective at the latest within sixty (60) days following the date of her appointment.

13.12 Initiation and trial period

For job titles for which a university degree is not required:

The employee to whom the position is granted is entitled to an initiation and trial period of a maximum duration of thirty (30) work days. This period begins once the employee has completed an orientation period.

At the end of the initiation and trial period, if the employee is maintained in her new position, she is deemed, at that time, to meet the normal requirements of the position.

During this period, the employee who decides to return to her former position, or who returns to her former position at her Employer's request, does so without prejudice to the rights acquired in her former position.

However, if the former position to which the employee returns is held by another employee whose initiation and trial period is completed, this position is considered not to have been granted, and this, until each one of the employees thus assigned returns to her former position or returns to the replacement team or the availability list.

If the employee returns to her former position or to the replacement team or to the availability list, the Employer offers the position to another candidate according to the provisions of this article.

For job titles for which a university degree is required

The employee to whom the position is granted is entitled to an initiation and trial period of a maximum of sixty (60) work days. This period begins once the employee has completed an orientation period.

At the end of the initiation and trial period If the employee is maintained in her new position, she is deemed to meet the normal requirements of the position.

During this period, the employee who decides to return to her former position, or who returns to her former position at her Employer's request, does so without prejudice to the rights she acquired in her former position.

However, if the former position to which the employee returns is held by another employee whose initiation and trial period is completed, this position is considered not to have been granted, and this, until each one of the employees thus assigned returns to her former position or returns to the replacement team or the availability list.

If the employee returns to her former position or to the replacement team or to the availability list, the Employer offers the position to another candidate according to the provisions of this article.

13.13 Special procedure concerning the attribution of part-time positions

Temporary transitional provisions

As of the date of the coming into force of this collective agreement and until twelve (12) months after the completion of the incumbency process for part-time employees provided for in Letter of Understanding No.1 of the Quebec provisions, this procedure is suspended unless the parties agree otherwise.

This procedure applies to the attribution of all part-time positions in a centre of activities, providing that the cutback of one part-time position does not prevent employees who hold part-time and full-time positions in this centre of activities from having one (1) week-end off out of two (2), that the remaining number of days in the part-time position is not less than four (4) work days per fourteen (14) days, and that this does not engender an increase in overtime, including by the application of clause 19.02 of the Quebec provisions, or additional expenses, that it not engender an imbalance in the distribution of work shifts. Moreover, it is understood that this procedure will not be applied in the cases where the ratio of full-time positions to part-time positions in a centre of activities is positive.

As soon as a part-time position becomes vacant or is newly created, the Employer notifies the Union in writing, providing the information stipulated in clause 13.02, and proceeds according to the following steps:

1) in centres of activities where there is no rotation of work shifts:

- i) the position is offered in the said centre of activities by order of seniority to part-time employees in the centre of activities, with the same job title and working on the same shift. The workdays of the position are granted, in totality or in part, by seniority to the employee who, by the addition of these workdays, becomes a full-time employee;
- ii) if there are one (1) or several remaining workdays, this or these days is or are offered by order of seniority to the other employees who hold positions in the centre of activities concerned, providing the totality of these remaining workdays are taken over by one or several employees who hold a position. Otherwise, the remaining workdays constitute a new position which is posted according to the regular procedure provided in this article;
- iii) if no part-time employee wishes to, or can, by adding on the days offered, become a full-time employee, the workday or workdays of the position are offered by order of seniority to part-time employees in the centre of activities providing that all the workdays of the position are taken over by one (1) or several employees who hold a position. Otherwise, the position is posted according to the regular procedure provided in this article.

2) in centres of activities where there is a rotation of shifts, the above-mentioned steps apply, except for what follows, and providing this does not increase the rotation of work shifts:

- i) if the vacant or newly-created position is a permanent shift position, only employees who hold a permanent shift part-time position on the same shift can be offered the work days of the position;
- ii) if the vacant or newly-created position is a position subject to rotation of work shifts, all the employees who hold part-time positions on rotation may be offered the work days of the position.

Following the application of this special procedure, the Employer sends, within fifteen (15) days, a written confirmation of the new position to the employee and to the Union, indicating the status and the number of work days per two (2)-week period.

(B) *Outside the certification unit*

13.14 An employee covered by this collective agreement can apply for any vacant or newly-created position created outside the bargaining unit.

If need be, these positions are posted according to the policies and conditions applicable with the Employer.

13.15 The position is granted to the most competent candidate among those who applied, whether or not she comes from the bargaining unit represented by the Union.

13.16 The Employer notifies the employee of her appointment in writing and announces the appointment.

13.17 The employee to whom the position is granted is subject to a probationary period according to the rules applicable with the Employer.

During the first six (6) months of this period, the employee who decides to return to her former position or who returns to her former position at her Employer's request, does so without prejudice to her acquired rights.

However, if the former position to which the employee returns is held by another employee whose initiation and trial period is completed, this position is considered not to have been granted, and this, until each one of the employees thus assigned returns to her former position or returns to the replacement team or availability list.

LETTER OF UNDERSTANDING

Subject: Parking and requirements for certain positions

The parties agree to the following:

- 1-. For respiratory therapist and nurse positions in the *National Programme for Home Ventilatory Assistance* (NPHVA), the Sleep Lab at the MCH and the Tuberculosis Clinic (TB Clinic) of the MCI, a driver's licence is a requirement for a position. Moreover, for the positions in the NPHVA and the TB Clinic, owning a personal automobile is also a requirement for a position.
- 2-. The employer reimburses or assumes the parking expenses at one or the other of these sites for employees who hold one of the positions in the NPHVA and the TB Clinic.
- 3-. If the Employer decides to modify the requirements or the provisions stipulated in paragraphs 1 and 2, he must meet with the Union.

LETTER OF UNDERSTANDING

Transitional period – Registry of positions

The parties agree that the provisions of clause 13.07 of this collective agreement will come into force on January 1, 2008.

The provisions in force on the different sites remain in effect until December 31, 2007.

The Employer will use all the means necessary to inform employees of these provisions.

Article14 - Bumping and/or layoff procedure

14.01 In the case of the abolition of one or several non-vacant positions, the Employer notifies the Union, before sending the notice to this effect.

The employees whose positions are abolished and those targeted by the bumping procedure are offered, before the beginning of the bumping procedure, all the positions which remain vacant after a posting.

The employee who chooses a vacant position for which she meets the normal requirements of the job, if any, or who obtains a position in accordance with Article 13 of the local collective agreement, ceases to be covered by the bumping and/or layoff procedure.

14.02 Bumping procedure

In the case of the bumping and/or layoff procedure and in the case of special measures, the seniority of each employee determines whom the bumping and/or layoff procedure can affect as stipulated hereafter:

- 1- in the targeted job title, status and work shift in a given centre of activities, the employee in that job title, status and work shift who has the least seniority is affected;
- 2- this employee can bump in another centre of activities, providing that she has the capacity to meet the normal requirements of the job, the employee with the same job title, the same status and the same work shift who has the least seniority, or bump in the same centre of activities the employee with the same job title and the same status on another work shift who has the least seniority and so forth. However, an employee in a given job title and job status who has the least seniority on a given work shift can also choose to use the third step in the case where bumping is possible rather than bump in her centre of activities according to the rules provided for above;

- 3- the employee who was not able to use the second step can bump in another job title in the same job-title group, providing she has the capacity to meet the normal requirements of the job, in the same job status and on the same shift or another work shift, the employee who has the least seniority. The employee with the least seniority on a work shift who chooses, at the second step, to use this step bumps according to the same rules except that she can bump only one employee on the same work shift;
- 4- failing to use the above-mentioned procedure when it is possible for her to do so, the employee is deemed to have resigned. She then ceases to benefit from the Quebec provisions of Article 15 regarding the job security plan.

Each employee thus bumped may exercise her seniority rights in the manner described in clause 14.02 of this article, providing there is an employee whose seniority is less than her own.

When a part-time employee bumps another part-time employee, in addition to the rules stipulated for each step, she bumps an employee who holds a position with an equivalent or greater number of work hours than that of the position she held.

She can also bump a part-time employee who holds a position with a lesser number of hours than that of the position she held, in which case clause 14.19 of the Quebec provisions apply.

14.03 A part-time employee can bump a full-time employee according to the procedure provided for in clause 14.02 of this collective agreement if she was not able to bump another part-time employee, after the application of all the steps stipulated in clause 14.02 of this collective agreement. In this case, the part-time employee must agree to become a full-time employee. In the same way, a full-time employee can bump a part-time employee, according to the procedure provided for in clause 14.02 of this collective agreement, if she was not able to bump another full-time employee, after the application of all the steps stipulated in clause 14.02 of this collective agreement. In this case, the full-time employee's salary is proportional to her working hours.

Notwithstanding what precedes, a full-time employee can bump a part-time employee, if she so wishes, by agreeing to become a part-time employee and by following the steps stipulated in clause 14.02 of this collective agreement, except for the type of status.

14.04 A full-time employee can bump more than one part-time employee with the same job title in the same centre of activities following the application of all the steps stipulated in clause 14.02 of this collective agreement, providing that the hours of work of the part-time employees whom she bumps are compatible, that they do not lead to a breach in the clause concerning the change of shift and that, when put together, they constitute work days, or a normal and regular workweek, according to the terms of Article 12 of this collective agreement.

14.05 The employee concerned by the application of clauses 14.02, 14.03 and 14.04 of this collective agreement receives a written notice and is entitled to a period of three (3) days to make her choice.

Copy of the notice is sent to the Union.

14.06 The bumping resulting from the preceding clauses may take place simultaneously or successively.

Article 15 - Position temporarily deprived of an incumbent, float team and temporary work overload

15.01 A position is temporarily deprived of an incumbent when the latter is absent for one or another of the following reasons:

- a) annual vacation;
- b) union activities;
- c) leave without pay provided for by this collective agreement and the Quebec provisions;
- d) illness or accident;
- e) parental leaves;
- f) any absence or leave following which an employee has the right to return to her position;
- g) special leaves;
- h) assignment to a position outside of the bargaining unit;
- i) posting period provided for in Article 13;
- j) period during which the institution awaits an employee from the *Service Régional de Main-d'oeuvre* by virtue of Article 15 of the Quebec provisions (Job Security);
- k) leave with deferred pay;
- l) training;
- m) progressive retirement;
- n) retention days.

15.02 A position temporarily deprived of an incumbent is not posted.

15.03 A position temporarily deprived of an incumbent is filled, when the needs of the centre of activities warrant it, by employees of the float team or the replacement list, according to the Quebec provisions and, afterwards, by employees on one or the other of the availability lists.

When the Employer decides not to fill or to fill in a partial and/or interrupted way, a position temporarily deprived of an incumbent, he communicates the reasons for his decision, in writing, at the request of the Union.

15.04 Employees assigned to positions temporarily deprived of an incumbent are either full-time or part-time employees as defined in clauses 1.02 and 1.03 of the Quebec provisions.

15.05 Employees on the availability list who have a full-time assignment of which the expected length is six (6) months or more are considered to be full-time employees during this assignment.

15.06 Float team

The Employer must set up float teams in the institution on the basis of clinical groups in view of replacements in positions temporarily deprived of an incumbent as defined in clause 15.01 of this collective agreement, of meeting the needs resulting from a temporary work overload in a centre of activities and performing work of a limited duration.

The duties entrusted to each of the employees on the float team are considered as a position, and this position is filled following the rules provided for in Article 13 of this collective agreement.

The Employer strives insofar as possible to assign the same employee for the entire duration of a replacement. However, when no assignment is available for an employee on the float team, the Employer can give her an assignment held by an employee assigned according to the provisions of this article. The employee thus affected is the one who has the least seniority among those who hold an assignment with less than twenty (20) days remaining and for which the employee of the float team meets the normal requirements of the job.

15.07 Transitional provisions

The parties agree to the following:

A- to maintain the *status quo*:

15.08 Availability lists

The availability list by centre of activities and the availability list of the institution are used to supplement the replacement team, the float team and, more specifically, to fill positions temporarily deprived of their incumbent, respond to the needs resulting from a temporary work overload in a centre of activities, to carry out work of limited duration or for any other reason agreed to locally between the parties.

15.09 Employees registered on the availability lists

1- The availability list of the institution includes the names of the following employees:

- a) Employees laid off by virtue of the provisions of Article 14 of this collective agreement, with the exception of employees covered by clause 15.05 of the Quebec provisions.
- b) Any employee who holds a part-time position and who expresses availability, in writing, in addition to her work schedule.
- c) Any employee who has terminated a period of employment attributable to one of the motives mentioned in clause 15.08 of this collective agreement, with the exception of employees covered by clause 15.05 of the Quebec provisions.
- d) Any employee who has resigned from her position according to the provisions stipulated in clause 12.11.

2- The availability list of a centre of activities includes the names of the following employees:

- a) any employee who holds a part-time position who expresses availability for her centre of activities in addition to her work schedule;
- b) any employee who holds a part-time position in another centre of activities who chose to be registered on the list of this centre of activities, who meets the normal requirements of the job on this centre of activities, and who has expressed availability in addition to her work schedule;

c) any employee who does not hold a position, who chooses to register on the list of this centre of activities and who meets the normal requirements of the job on this centre of activities.

When she registers on the availability list for a centre of activities, the employee who does not hold a position cannot register in more than two (2) centres of activities and an employee who holds a part-time position can only register in one (1) other centre of activities.

In these two (2) cases, the choice cannot be modified before a period of at least four (4) months has elapsed since her last registration on this list.

To modify her choice of centre(s) of activities, an employee must send a written notice to the Employer at least thirty (30) days in advance, indicating her new choice of centre(s) of activities as well as the centre(s) of activities where she is presently registered. Copy of this notice is sent to the local representative of the Union.

The Employer posts in the centre of activities the availability list of the employees of this centre of activities as well as the modifications to this list.

15.10 Subject to clause 15.11 of the Quebec provisions, before having recourse to outside employees, the Employer agrees to give priority to employees who have agreed to register on a list indicating their availability.

15.11 To be inscribed on one or the other of the availability lists, an employee must express her availability in writing to her Employer, indicating the days of the week and the shifts for which she is available. The employee must insure a minimum availability of two (2) work days per week, including one (1) weekend every two (2) weeks (or every three (3) weeks if she is available in more than one (1) institution), except for absences, leaves with or without pay, to which she is entitled by virtue of this collective agreement and the Quebec provisions. This availability must be adapted to the needs of the Employer.

The preceding paragraph does not apply to the employee who holds a part-time position and who expresses additional availability.

The employee inscribed on the availability list in more than one institution or certification unit does not have the obligation to respect the minimum availability stipulated in the first paragraph of this clause when she shows that she has accepted an assignment in another certification unit or in another institution which prevents her from respecting such availability.

Once per three (3)-month period, an employee registered on the availability list may modify, in writing and on a seven (7)-day notice, the availability expressed to her Employer. Moreover, in the thirty (30) days following the reception of a written notice from the Employer to this effect, the employee already registered must express her availability again. However, the parties agree that the conditions which apply in each institution, on the date the collective agreement comes into force, concerning the periods during which an employee must express her availability, as well as the advance notice required to modify her availability, continue to apply for the entire duration of this collective agreement, except if the local parties agree otherwise.

Despite the provisions of the preceding paragraph, the part-time employee must express her availability in writing, no later than February 15, for the period from June 1 to October 15. If the normal period for annual leave is from June 15 to September 30, an employee cannot modify her availability unless the parties agree otherwise.

For the replacement of employees whose annual vacations begin during the normal vacation period, employees may be assigned to fill more than one position temporarily deprived of an incumbent during this period. When there are consecutive assignments in the same centre of activities, they are considered to be a single assignment for the purpose of the application of clause 15.14 of this collective agreement. These assignments are given in the thirty (30) days following the posting of the schedule of annual vacations.

15.12 When an employee registers or re-registers on one or the other of the availability lists, or modifies her availability, the Employer transmits to the Union the name of this employee and the availability which she has expressed.

15.13 When the Employer removes a name from the availability list, he sends a written notice indicating the reasons for this, both to the person concerned and to the Union.

15.14 Provisions for recall of employees on the availability lists

By virtue of these lists and according to the availability expressed, the Employer agrees to grant the positions temporarily deprived of an incumbent according to the seniority of the employees registered on these lists. To be assigned, the employees registered on the availability list of the institution must meet the normal requirements of the job.

When there is a change of shift, there must always be a minimum period of sixteen (16) hours between the end of duty and the beginning of the new shift. An employee who has completed five (5) work days in the same week is considered to be unavailable.

However, an employee cannot be refused an assignment of more than twenty-eight (28) days on the basis of the previous paragraph. The provisions of Article 19 of the Quebec provisions as well as those of clause 12.15 of this collective agreement do not apply in this case.

An employee on the availability list can be assigned in advance. This assignment cannot be questioned by this employee, nor can it be claimed by another employee on account of her seniority rank, if there are seven (7) days or less left before the date of the beginning of the assignment.

The employee on the availability list is not obliged to continue a replacement on a position temporarily deprived of an incumbent by virtue of clause 22.27 of the Quebec provisions, if the number of days of replacement is modified. However, an employee cannot leave her assignment at the time of the second modification occurring by virtue of clause 22.27 of the Quebec provisions and clause 22.01 of this collective agreement.

An employee who holds a part-time position and who has temporarily left her position to obtain an assignment in her centre of activities is not obliged to continue the replacement if the number of days of this assignment becomes less than the number of days in the position she held.

If a replacement of more than four (4) months begins when an employee on the availability list who does not hold a position is already assigned to a position temporarily deprived of an incumbent, the employee is considered to be available for such a replacement providing there are less than thirty (30) days remaining in her current assignment.

A) Assignment of twenty-eight (28) days or less or of undetermined length

An assignment foreseen before the posting of the work schedule and/or during the course of the work schedule is granted by order of seniority, according to the availability expressed, according to the following order:

- a) to employees who hold a part-time position who are on the availability list of the centre of activities;
- b) to employees who hold a part-time position in another centre of activities and who are registered on the availability list of the centre of activities or to employees who do not hold a position and who are on the availability list of the centre of activities;

c) to employees registered on the availability list of the institution.

In the case of assignments of twenty-eight (28) days or less, or of undetermined length stipulated above, if the availability expressed by the employee with the most seniority does not correspond entirely to the needed assignment, the part of the assignment not filled by this employee is granted, according to the above-described conditions, until the offered assignment is completely filled.

However, when it becomes predictable that the length of an assignment, which was undetermined, will be more than twenty-eight (28) days, this assignment must be granted in accordance with paragraph B) of clause 15.14 of this collective agreement, providing the employees affected receive a seven (7)-day notice.

B) Assignment of more than twenty-eight (28) days

An assignment of more than twenty-eight (28) days is indivisible and is granted, by order of seniority, according to the availability expressed and providing the availability corresponds to the assignment to be filled, according to the following order:

a) to employees registered on the availability list of the centre of activities.

However, if according to seniority, the assignment must be granted to an employee who holds a part-time position in the centre of activities, she may temporarily leave her position to obtain this assignment in her centre of activities.

It is understood that such an assignment cannot lead to more than one transfer in the centre of activities concerned. An employee who benefits from such a transfer receives, when she reintegrates her former position, the salary she had when she occupied the position.

b) to employees registered on the availability list of the institution.

An employee registered on the availability list of the institution and already assigned for a period of twenty-eight (28) days or less is considered to be available for assignments mentioned in this sub-clause.

If the assignment is granted to an employee covered by the preceding paragraph, the assignment she held is granted, if need be, according to the conditions stipulated in clause 15.14, paragraph A) of this collective agreement.

C) Assignment of more than ninety (90) days

Notwithstanding paragraph B) of this clause, the parties can, by local arrangement, give priority for such an assignment to an employee who holds a permanent night position over employees registered on one or the other of the availability lists, to fill a position temporarily deprived of an incumbent on the day or evening shift in her centre of activities.

15.15 For assignments of five (5) days and more, the Employer notifies, in writing, the employee of the availability list, who replaces in a position for one of the motives enumerated in clause 15.01 of this collective agreement, of the following:

- a) the identity of the position;
- b) the name of the incumbent;
- c) the probable length of the assignment;
- d) the salary.

For assignments of less than five (5) days, the above-mentioned information is only communicated to the employee upon request.

Moreover, in all cases, the Employer sends a copy of this information to the Union every two (2) weeks.

15.16 The employee who successively fills one (1) or several positions temporarily deprived of an incumbent, or who responds to one (1) or several temporary work overloads, or who performs work of a limited duration, or for any other reason agreed upon locally by the parties, for a period of six (6) months or more, receives a written notice of layoff of two (2) weeks.

The employee cannot avail herself of the provisions concerning the bumping and/or layoff procedure provided in Article 14, but her name is inscribed on the availability list.

B- To maintain the *status quo* in the application of the provisions mentioned above in the various sites of the MUHC;

C- In the context of the incumbency process for part-time employees provided in Letter of Understanding No 1 of the Quebec provisions, to meet and agree on new provisions for the availability list and any other related matter, subject to local negotiations.

Letter of Understanding No 1 regarding the issue of the access to temporary assignments of 90 days or more

The parties agree to promote opportunities of temporary assignments outside as well as inside the bargaining unit.

A) Outside the bargaining unit

Any temporary assignment which constitutes an opportunity for temporary promotion, either in a pilot project or in a position temporarily deprived of an incumbent, is posted in accordance with the employers' policies and norms.

Any employee covered by the collective agreement can apply for these temporary assignments.

The assignment is granted to the employee who is the most competent among those who have applied and who meets the pertinent requirements, whether or not she comes from the bargaining unit represented by the Union.

In the case of a position temporarily deprived of the incumbent, the designated employee benefits from a temporary assignment for the total length of the leave, including any extension. She retains the right to return to her position for a maximum of thirty (30) months. After the thirty (30)-month period, the position in the bargaining unit becomes vacant and is subject to the applicable provisions of the collective agreement.

In the case of a pilot project, the designated employee benefits from a temporary assignment for the entire duration of the project. She retains the right to return to her position for a maximum of thirty (30) months. After thirty (30) months, the position in the bargaining unit becomes vacant and is subject to the applicable provisions of the collective agreement.

The designated employee begins duty within sixty (60) days following her appointment to the temporary assignment.

At any time during the thirty (30) months following the beginning of her temporary assignment, the designated employee can return to her position in the certification unit, providing she notifies the Employer at least thirty (30) days in advance. The Employer can also, subject to the same conditions, put an end to the temporary assignment and ask the employee to return to her position.

The Employer will take the necessary measures to ensure that the temporary assignment does not engender work overload in the employee's initial centre of activities. To this end, the parties have a sixty (60)-day period following the beginning of the assignment to evaluate the measures implemented. Failing to come to an agreement, the parties can put an end to the temporary assignment.

B) Within the bargaining unit in the same job-title group

Any temporary assignment which constitutes either an opportunity for temporary promotion in a position temporarily deprived of an incumbent or in a pilot project, or a lateral transfer in clinical functions, is posted according to the conditions stipulated in the provisions of this collective agreement.

Employees who hold a position can obtain these temporary assignments within the same job-title group, according to the following conditions:

Any employee covered by this collective agreement can apply.

The assignment is granted according to the criteria stipulated in clause 13.05 of this collective agreement.

The designated employee benefits from a temporary assignment and this for the entire duration of the leave of the incumbent, including any extension of the said assignment, up to a maximum of thirty (30) months.

The designated employee begins duty within sixty (60) days following her appointment.

At any time during the thirty (30) months following the beginning of her temporary assignment, the designated employee can return to her position in the certification unit, providing she notifies the Employer at least thirty (30) days in advance. The Employer can also, subject to the same conditions, put an end to the temporary assignment and ask the employee to return to her position.

The Employer will take the necessary measures to ensure that the temporary assignment does not engender work overload in the employee's initial centre of activities. To this end, the parties have a sixty (60)-day period following the beginning of the assignment to evaluate the measures implemented. Failing to come to an agreement, the parties can put an end to the temporary assignment.

Article 16 - Development of Human Resources

16.01 Statement of principle

For the purpose of this collective agreement, the expression "development of human resources" refers to the integrated and continuous process by which the employee acquires, maintains or develops proficiency (knowledge, skills and aptitudes) which is relevant to the performance of her duties or to the changes that affect her field of clinical activities and her work environment.

The development of human resources is a contributing factor in the overall performance of the institution and its human resources.

Development of human resources activities are designed to respond to the needs of the institution and employees, and to the new orientations in the health and social services sector. They must also tend to optimize the response to the needs of the clientele of the organization.

Development of human resources is a shared responsibility between the Employer and the employee. It is incumbent on the employee to participate in development activities which will enable her to acquire, maintain or develop her proficiency in accordance with what is expected of her.

Development of human resources is the object of the human resources development plan provided for in the *Act respecting Health Services and Social Services*. It materializes in activities of various nature depending on the needs, context and objective to be reached. It is composed in particular of updating activities, professional improvement, welcoming, orientation and adaptation activities included, among other things, in the calculation of the sums which the Employer must devote to the development of human resources, according to Article 16 of the Quebec provisions.

16.02 Welcoming, orientation and adaptation

For newly-hired employees or those who were transferred in the context of an internal movement of personnel, the Employer organizes welcoming and orientation activities designed to integrate these employees and to familiarize them with their new duties.

The Employer organizes, when necessary, adaptation activities that enable an employee to acquire the qualifications, the theoretical knowledge and the necessary techniques to perform the new duties entrusted to the employee who, in the context of the transformation of the network, is relocated or affected by a change of vocation or a transformation related to the administrative organization or to the organization of work.

The Employer communicates to the Union the content and the conditions for the implementation of welcoming, orientation and adaptation activities.

The final content of the welcoming, orientation and adaptation activities is the responsibility of the Employer only.

A. Welcoming and orientation of newly-hired employees

In pursuance of the provisions regarding the probationary period, the welcoming and orientation programme enables newly-hired employees to be integrated in the organisation and to become familiar with their new duties. This programme must begin on the first day of employment.

B. Orientation of employees on the float team and the availability list and employees who obtained a position following a posting

This orientation programme is designed for employees who are on the float team, who offer availability in addition to the days of their position, or who have obtained a position following a posting according to the provisions of Article 13 of this collective agreement. It will allow them to become familiar with the activities of another centre of activities and with the duties that they are or will have to perform when they work there.

When, for the purpose of replacements in a specific centre of activities, the Employer decides to offer a programme of orientation to employees, he offers it to employees on the float team and on the availability list.

If the Employer decides to offer such a programme to the float team, he proceeds by order of seniority among employees who meet the normal requirements of the job.

If the Employer decides to offer such a programme to employees on the availability list, he proceeds in the same way.

C. Adaptation of employees affected by the transformation of the network

For employees in the institution affected, in the context of the transformation of the network, by a change of vocation or a transformation regarding administrative organization or work organization, the Employer organizes, if necessary, adaptation activities after having consulted the Union.

The adaptation programme enables employees to acquire the knowledge, theoretical complement and necessary techniques to perform the new tasks or duties entrusted to her.

16.03 Updating and in-service training

The parties agree to encourage Updating and In-service Training. The aim of the Updating and In-service Training, on the one hand, is to have employees maintain the competency necessary for the performance of their duties and in the event of the introduction of new care approaches, new equipment or new techniques. On the other hand, the aim is to have employees acquire a greater proficiency as a result of more advanced training in fields or disciplines related to the delivery of health services and social services.

In the framework of the human resources development plan (HRDP) in the institution, the Employer draws up each year, with the participation of the Union, the programme of updating and in-service training activities and he sets, with the Union, the conditions for the implementation of the said programme and the selection criteria for the choice of candidates.

The Employer transmits the programme of updating and in-service training activities to the Union forty-five (45) days before the beginning of its implementation. Updating and in-service training activities are open to all employees covered by the bargaining unit.

16.04 Amounts devoted to human resources development

The budget determined in Article 16 of the Quebec provisions is for the reimbursement of salaries, fringe benefits, tuition fees, and travel and living expenses.

At the end of each year, the Employer transmits to the Union a report on the activities completed.

16.05 Human Resources Development Committee:

The parties agree to participate in the Human Resources Development Committee.

The mandate of the committee is the following:

- To receive the proposed plan of welcoming, orientation, adaptation, updating and in-service training activities drawn up by the Employer and present recommendations to the latter;
- To ensure the follow-up of this plan of activities;
- To set the conditions for the application of the updating and in-service training programmes, and the selection criteria for the determination of employees who will participate in these activities;
- To be informed of the amounts available according to the Quebec provisions and to present recommendations to the Employer regarding the distribution of these amounts among the various programmes of the plan;
- To receive the report of activities regarding the professional coaching of newly-hired personnel according to the parameters in Letter of Understanding No. 14 of the Quebec provisions;
- To receive the annual activities report.

16.06 Settlement of disputes:

In the case of disagreement between the parties regarding the conditions of implementation of updating and in-service training activities, or the criteria for the selection of employees to participate in these activities, one or the other of the parties can file a grievance after having notified the other party that a deadlock has been reached on the issue.

At the request of one or the other of the parties, this grievance is subject to pre-arbitration mediation according to the provisions of the *Ministère du travail*.

LETTER OF INTENT

Subject: Workforce planning

Considering the shortage in certain job titles included in the bargaining unit represented by the Union;

Considering that it is important for the MUHC to launch a workforce planning process in view of developing a strategic management approach to external hiring (attraction and loyalty-building), and internal workforce movements and transfers;

Considering the practice of cooperation and consultation by the parties;

- 1-.The Union collaborates with the Employer in drawing up the workforce planning process for the job titles represented and included in the bargaining unit.

Article 17 - Leaves without pay

17.01 Leave without pay or partial leave without pay to teach in a school board, a Cegep or a university

In order to enable secondary schools, colleges and universities to benefit from the contribution and experience of employees from the health and social services sector, after agreement with the Employer, an employee who has at least one (1) year of service in the institution obtains, upon written request at least thirty (30) days in advance, a full-time or part-time leave without pay of a maximum duration of twelve (12) months to teach in a field specifically related to the health and social services sector.

Before the end of the leave of absence without pay, upon written request at least thirty (30) days in advance and after agreement with the Employer, the leave without pay can exceptionally be renewed for a period of a maximum of twelve (12) months.

The full-time or part-time leave without pay to teach is deemed to end on the date of termination of the contract with the teaching institution or the date of resignation, if such is the case.

17.02 Leave without pay or partial leave without pay for studies

After agreement with the Employer, an employee who has at least one (1) year of service obtains, upon written request at least sixty (60) days in advance, a full or partial leave without pay of a maximum duration of thirty-six (36) months for the purpose of pursuing studies in a field specifically related to the health and social services sector. This leave may be continuous or split up over a period not exceeding thirty-six (36) months.

The leave without pay for studies is deemed to end on the date of termination of studies or abandonment, if such is the case.

17.03 Leave without pay

- A) After two (2) years of service in the institution, an employee is entitled, each year, outside of the period extending from June 15 to September 30, and after agreement with the Employer, to a leave of absence without pay for a maximum of four (4) weeks, providing she requests it at least thirty (30) days in advance.

This leave of absence without pay can be divided into four (4) periods, of no less than one (1) week each. Any different division of this leave must be the subject of an agreement between the employee and the Employer.

- B) After five (5) years of service in the institution, an employee is entitled, once every five (5) years and after agreement with the Employer, to a prolongation of the leave of absence without pay provided for in paragraph A. The total duration of this leave cannot be more than fifty-two (52) weeks. To obtain this extended leave, an employee must make a written request to her Employer at least sixty (60) days in advance, specifying the duration of the leave.

17.04 Part-time leave without pay

The Employer can grant, to an employee who has one (1) year of service, a part-time leave of absence without pay of a minimum of eight (8) weeks and a maximum of fifty-two (52) weeks. To obtain such a leave, an employee must request it in writing at least sixty (60) days in advance, indicating the length of the requested leave. This part-time leave without pay cannot be more than three (3) days per week.

17.05 Part-time leave without pay by exchange of positions

A full-time employee with at least one (1) year of service is entitled, once (1) a year, to a partial leave without pay for a minimum of two (2) months and a maximum of fifty-two (52) weeks, providing she request it in writing thirty days (30) days in advance.

To benefit from a part-time leave, the employee must be able to exchange her full-time position for the position of a part-time employee in the same job title and the same centre of activities. The exchange is offered by seniority to part-time employees and providing the employees concerned have the capacity to meet the normal requirements of the duties for the positions being exchanged.

At the end of this partial leave, the employees concerned by the exchange of positions return to their respective positions. If, during the period of the leave, one or the other of the employees ceases to hold her position, the partial leave terminates unless there is an agreement between the parties to define other conditions.

17.06 Part-time leave without pay - Pre-retirement

After agreement with the Employer, an employee sixty (60) years of age and over who holds a full-time position can benefit from a part-time leave without pay until the effective date of her retirement, providing she makes a written request at least thirty (30) days in advance. The request must specify the number of workdays per week.

However, in the case of a disagreement with the Employer concerning the number of workdays per two-week period, the employee must work the equivalent of five (5) days per two-week period in accordance with a schedule set by the Employer.

17.07 Civic office - Pre-election leave without pay

Upon written request addressed to the Employer fifteen (15) days in advance, an employee running for a civic office is entitled to a leave without pay of thirty (30) days preceding the election day.

If she is not elected, the employee notifies the Employer and returns to her position in the eight (8) days following election day.

17.08 Civic office - Post-election leave

If she is elected, an employee is entitled to a full-time or part-time leave without pay for the duration of her term of office.

For a maximum of one (1) year, the position of the employee on leave without pay is not posted and will be deemed to be a position temporarily deprived of an incumbent.

17.09 Leave without pay for marriage or civil union

The employee who benefits from clause 27.08 of the Quebec provisions may take it jointly with a leave without pay of one (1) week or less, outside of the period extending from June 15 and September 30, providing she indicates her intention at the time of her request.

When an employee who benefits from the paid leave takes it jointly with a one (1)-week leave without pay and is entitled to the leave without pay provided for clause 17.03A of the local provisions, the latter is reduced, for the period in question, by the equivalent of the period without pay.

17.10 Leave without pay - for an examination

An employee is entitled, after agreement with the Employer, to a leave without pay to prepare for and write or rewrite examination(s) related to her admission to a professional corporation or to obtain a professional degree or certificate relevant to her profession.

17.11 Leave without pay - suspension of the right to practice

The Employer can grant a leave without pay to an employee whose right to practice is suspended by her professional corporation. This provision does not have the effect of preventing the Employer from suspending or dismissing an employee.

17.12 Leave without pay to take part in a community or humanitarian assistance project

Upon agreement with the Employer, an employee who has at least two (2) years of service can obtain a leave of absence without pay for a maximum of sixty (60) calendar days, providing she request it thirty (30) days in advance, in order to participate in a community service project or a humanitarian deed, or to work in an organisation whose aim is to offer service assistance in a foreign country, to develop or set up community facilities, or to support and promote the rights of disadvantaged groups

17.13 Conditions for a leave of absence without pay

The Quebec provisions regarding leaves without pay, that is those that concern seniority, accumulation of experience, the pension plan, group insurance plans, the exclusion of the benefits of the collective agreement and the status of the employee during a part-time leave without pay, apply to the leaves without pay in this article.

The following conditions apply to the leaves without pay provided for in this article, excluding the leaves provided for in clauses 17.03A, 17.07 and 17.09 of this article:

A) Annual vacation

The Employer pays the employee concerned an amount which corresponds to the number of days of annual vacation accumulated at the date of her departure on leave without pay.

B) Sick-leave

Sick-leave days accumulated at the time of the beginning of the leave without pay are credited to the employee and they cannot be paid in cash, except those paid in cash each year by virtue of the Quebec provisions for the salary insurance plan.

However, if an employee terminates her employment or if, at the end of her leave without pay she does not return to her Employer, the provisions of the clause 23.28 e) of the Quebec provisions apply.

C) Right to apply for a position

The employee can apply for a position and obtain it in accordance with the provisions of Article 13 of this collective agreement providing she can begin duty within thirty (30) days following her appointment. The leave without pay terminates on the date of her return to work.

D) Return

- 1- An employee can return to her position with her Employer at any time during her leave without pay, providing she notifies the Employer in writing at least thirty (30) days in advance.
- 2- The employee must, thirty (30) days before the end of her leave, give a written notice to the Employer of her intention to return to work, failing which she is considered to have voluntarily terminated her employment on the date of the end of her leave without pay.
- 3- In the event that the employee's position is no longer available, the employee can obtain a vacant or newly-created position in accordance with Article 13 of this collective agreement or avail herself of the provisions regarding the bumping and/or layoff procedure provided for in Article 14 of the Quebec and local provisions.

Article 18 - Reassignment

18.01 Refers to any temporary change of position of an employee, carried out at the request of the Employer, providing the positions are compatible and of the same order.

The employee cannot be reassigned except:

- a) in the case of an unforeseen absence engendering an urgent and imperative need for personnel in a centre of activities when the use of other means proves untimely and/or no one from the replacement team or the availability list has the ability to clinically assume the replacement;
- b) in circumstances that are exceptional, fortuitous or of force-majeure, according to the gravity or urgency of the situation;
- c) in any other situation on which the parties agree, to respond to specific needs, in particular in cases where the parties find that no other means of replacement is adequate, and in the case where the parties agree that the fluctuation of activities justifies the reassignment of one or several employee(s).

In the cases mentioned in paragraphs a) and b) of this clause, the reassignment cannot exceed one (1) work shift, nor occur more than once (1) per shift or repetitively.

The purpose of this clause is not to prevent an employee from volunteering for such a reassignment.

18.02 On the basis of Article 2 of the Quebec provisions, the parties determine locally the reassignment procedure provided for in this article for employees affected by a temporary closure, total or partial, of a centre of activities for a period of no more than four (4) months. The length of the closure can be extended after agreement.

This temporary closure may result from a serious shortage of personnel, such as during the period of annual vacations, renovations or other exceptional circumstances.

Article 19 – Overtime, availability and on-call service

19.01 Equitable distribution

If work must be accomplished in overtime, the Employer must offer it in turn to available employees, so as to distribute it fairly among the employees who normally do this work.

Priority is given to the employee who is on the premises or scheduled to work for any overtime of less than four (4) hours.

For the purpose of distributing overtime, each time an employee refuses to work overtime, she is considered to have done the overtime offered.

It is each employee's responsibility to express her availability for overtime for a given period.

However, in unforeseen cases and in emergency situations, the Employer shall offer the overtime preferably to the employees present.

19.02 If the Employer requires that an employee remain on the work premises in her centre of activities during the entire meal period, she is paid at the overtime rate for the length of her meal period.

19.03 Rotation of on-call duty

If the needs of a centre of activities require personnel to be on-call, employees are on-call in turn unless:

- a) a sufficient number of employees volunteer to be on call. For the purpose of the application of this clause, employees on the float team, who have frequently been called upon to replace in the centre of activities, can volunteer;
- b) the number of employees who have volunteered to be on call is insufficient to cover all the needs, in which case, the other employees are only called upon to complete the needs.

19.04 An employee who has worked more than half of a work shift during her on-call service may have her following work shift modified in order to give her a reasonable rest period or obtain an authorized absence if the needs of the centre of activities so permit, both after agreement with the Employer.

19.05 Availability at place of residence or in the institution

The Employer determines if the employee on call must stay in the institution or at her place of residence to ensure the on-call service.

However, the employee on call may stay at her place of residence if it is possible for her to arrive at the institution within approximately one half (1/2) hour.

An employee who is called to work during her on-call service has free access to parking.

19.06 Availability at the institution

The Employer provides a suitably furnished room for the employee who is on call in the institution.

19.07 Pager

The Employer provides, free of charge, a pager or a similar system to the employee on call. The employee personally ensures that her pager is in proper operating order, at all times, wherever she may be.

19.08 Recall during a meal

If an employee is recalled to work for an emergency during her meal, she is exempted from paying for her meal a second time, after having responded to this emergency.

19.09 Conversion of overtime hours

As a general rule, hours worked in overtime are paid. The parties agree to allow employees governed by this collective agreement to convert hours worked in overtime into time off.

At the employee's request and while respecting the needs of the centre of activities, hours worked in overtime are converted into paid time off.

LETTER OF INTENT

Subject: On-call duty

The parties agree on the following conditions for on-call duty:

- 1- In the centres of activities where on-call duty exists on the date of coming into force of this collective agreement, the conditions of application of the on-call duty continue to apply. If the Employer wishes to modify the conditions of application of the on-call service, he informs the employees concerned and the Union. Employees of these centres of activities can also contact the Committee on Care in order to discuss the conditions. These conditions continue to apply as long as the parties have not agreed otherwise.
- 2- In the centres of activities where, on the date of the coming into effect of this collective agreement, there was no on-call service, if the Employer wishes to introduce such a service, he informs the employees concerned and the Union of his intention.
- 3- In centres of activities where an on-call service has already been implemented, if the Employer wishes to create regular positions with the current staff of the centre of activities in lieu and place of the hours worked in on-call service, he informs the employees concerned and the Union.

In the above-mentioned cases, a meeting between the Union, the managers concerned and the labour relations personnel and, if necessary, the Associate-Director of Nursing or the Coordinator of Respiratory Services is held as soon as possible before any modification of the on-call service in a centre of activities where such a service exists or before it is implemented in a centre of activities where such a service does not exist. Such a meeting can also be held as a follow up to the modifications of the on-call service or after its implementation, if any.

If, after the meeting provided for above, items remain in abeyance which require additional discussion, they are referred to the Committee on Care at the request of the Union or the Employer.

The employees of a centre of activities where an on-call service exists can also call on the Committee on Care when the volume or frequency of the hours worked in on-call service represent an alleged "abusive use" of the on-call service.

It is understood that, regarding the situations covered by paragraph 2 of this agreement, the Employer recognizes that, in the centres of activities where the needs require a continuous mode of operation (i.e. 24 hours/7 days per week) and where there is no reduction in services, he cannot set up an on-call service.

The Union accepts that, only in centres of activities where no employees are scheduled to work throughout a continuous one-day period (twenty-four (24) hours), the Employer can set up an on-call service by virtue of which employees perform on-call duty on their weekly days off and statutory holidays, providing they are assured of having one week-end off out of two.

Article 20 - Statutory holidays

20.01 Subject to holidays prescribed, or to be prescribed, by law or by government decree, the list of statutory holidays is set by agreement.

Until the coming into force of a new list of statutory holidays according to the provisions of this article, the Employer continues to abide by the one which applied on the date of the coming into force of this collective agreement and which was provided for in the local arrangements dated December 2003.

When a centre of activities does not offer weekend service and a statutory holiday falls on a weekend, this leave is postponed to the Friday or Monday.

20.02 The Employer must distribute statutory holidays equitably among the employees of a same centre of activities.

If Christmas and New Year's Day have been agreed upon as statutory holidays, all employees will have at least one (1) of these two (2) days off during which they cannot be obliged to work.

The employees are entitled to a minimum of four (4) consecutive days off on Christmas or New Year's, including either December 25 or January 1, using their statutory holidays, compensatory holidays, weekly days off and/or any other bank of days off.

20.03 Accumulation of statutory holidays

A compensatory day for a statutory holiday can be taken from Sunday to Saturday providing this does not interfere with the functioning of the centre of activities.

An employee can accumulate at any time during the year a maximum of five (5) compensatory leaves; she must agree with the Employer as to when she will use them.

20.04 Exchange of statutory holidays

After the posting of the work schedule, two (2) employees who work in a same centre of activities may exchange the dates on which a same statutory holiday is scheduled. However, this exchange must be authorized by the immediate superior and, in this case, the Quebec provisions for overtime do not apply if the employee works only one (1) regular workday.

Article 21 – Annual vacation

21.01 Period of annual vacation

The period of annual vacation extends from May 1 of one year to April 30 of the following year.

The period between June 15 and September 30 of each year is considered as the normal annual vacation period. The Employer cannot require that an employee take her vacation outside of the normal vacation period.

In the event this is impossible, the annual vacation period shall extend from June 1 to October 15.

21.02 Taking of vacation

An employee may take her annual vacation in a continuous fashion or, if she so wishes, she may divide it into periods, each period being at least one (1) week. However, seniority prevails only for one (1) choice of vacation within each of the two (2) periods, that is, the normal vacation period and the period outside the normal vacation period.

However, the employee can choose to split up one (1) week of annual vacation, in which case these days are taken outside the normal vacation period.

21.03 Posting of the list

The Employer posts, before March 1 and August 15, a list of all employees with their seniority and the quantum of annual vacation to which each is entitled, as well as a sheet on which employees can indicate their preference.

A copy of the list is remitted to the Union.

21.04 Registration

Employees register their preference before March 15 and September 1. They must ensure that they inscribe all the weeks of leave to which they are entitled until the end of the reference year. Employees who are absent during these posting periods are required to communicate their preference in writing to the Employer during these periods.

The Employer determines the date of annual vacations, taking into consideration the preferences expressed by the employees and their seniority in the institution, but applied among the employees in the same centre of activities, in the same site and in the same job-title group.

At the employee's request, the Employer grants the latter one week-end off, either at the beginning or at the end of the annual vacation period.

21.05 Posting of the vacation schedule

The Employer posts the vacation schedule at the latest on April 15 and September 15. This schedule remains posted during the entire vacation period.

This schedule cannot be modified, except in the cases provided for in clauses 21.06 and 21.07 of this article or in the case of an employee who obtains a transfer, a promotion or a demotion before having taken her annual vacation. In these cases, the employee transferred according to the provisions of Article 13 of this collective agreement takes her annual vacation at the time scheduled for the annual vacation of the employee she replaces or at any other date agreed upon with the Employer.

When the employee she replaces has already taken her annual vacation, or if it is a newly-created position, the transferred employee agrees with the Employer as to the date of her annual leave.

In the case of bumping, the employee thus bumped takes her annual vacation as scheduled according to the first paragraph of this clause.

21.06 Exchange of annual vacation

By mutual agreement, two (2) employees of a same centre of activities can exchange their annual vacation dates, with the agreement of their immediate superior.

21.07 Postponement of annual vacation

An employee who is unable to take her annual vacation at the scheduled time because of illness, accident, work injury, protective reassignment of the pregnant or breast-feeding worker, occurring before her vacation period, may postpone her annual vacation period to a later date. However, she must inform her Employer of this before the date set for her vacation period, unless this is impossible due to physical incapacity, in which case the period of annual vacation is automatically postponed. In the latter case, the employee must prove the impossibility resulting from her physical incapacity as soon as possible.

In all cases of postponement of the annual vacation, the Employer shall set the new date for her annual vacation upon the employee's return, taking into account the employee's preference.

However, the annual vacation must be postponed to a date during the current annual vacation period; if this is impossible, the employee may request postponement to the following year (May 1 - April 30).

If it is once again impossible for the employee to take her annual vacation before the end of the latter period, she is then considered to be on annual vacation at the end of the latter period, without it being considered as an interruption in the current period of disability.

21.08 Annual vacation for spouses

When spouses work in the same institution, they may take their annual vacation at the same time. However, their annual vacation period shall be that of the spouse with the least seniority, providing that this does not affect the preference of the other employees with more seniority.

21.09 Payment of remuneration

Annual vacation pay is remitted to the employee who is on vacation according to the normal pay periods.

However, upon request made by the employee at the time of choosing her annual vacation period, she shall receive her vacation pay for the entire vacation period, or part of the vacation period, at the same time as the last pay before her departure for annual vacations.

Article 22 - Parental leave

22.01 An employee on parental leave according to the terms of clause 22.27 of the Quebec provisions can modify her leave without pay or her part-time leave without pay a second time, providing she gives a thirty (30)-day advance notice to the Employer, as long as the parties do not agree otherwise.

Article 23 - Specific provisions for employees who work in a psychiatric setting

23.01 Floating holidays

The floating holidays provided for in clause 34.03 of the Quebec provisions must be taken at the dates agreed to between the Employer and the employee.

Article 24 - Loss and destruction of personal belongings

24.01 When the employee, in the course of her duties, suffers the deterioration of personal belongings (clothing, watch, glasses, contact lenses or other prosthesis or orthosis, etc.), the Employer provides for replacement or repair.

When the destruction of a personal belonging prevents an employee from performing her work, the latter may be absent without loss of salary, to tend to the replacement or repair of the lost belonging.

The employee must present her claim to the Employer no later than fifteen (15) days after the event, unless it is impossible for her to do so during this period.

Article 25 - Duration of the collective agreement

25.01 This collective agreement, and the appendices and letters of understanding which are an integral part of it, apply as long as the parties have not agreed otherwise, in accordance with the provisions of Bill 37 (*Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors*).

25.02 This collective agreement come into force on September 30, 2007.

25.03 The Employer is committed to completing the 2007 incumbency process provided for in Letter of Understanding N° 1 of the Quebec provisions before December 15, 2007.

25.04 Should the 2006-2010 Quebec provisions be modified during the course of the application of this agreement, the parties shall meet to discuss and modify/adapt, if necessary, the provisions of this collective agreement.

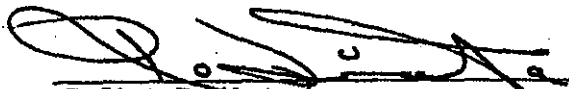
Similarly, the parties agree to meet in order to discuss and modify/adapt, if necessary, the provisions of this collective agreement when the 2006-2010 Quebec provisions, at term, are replaced by new provisions.

25.05 The Employer agrees that the provisions of the negotiation protocol regarding days of union leaves will apply to the pursuit of talks and negotiations on the subject of the availability list provided for in Article 15 of this collective agreement as well as the meetings regarding the 2007 incumbency process provided for in Letter of Understanding N° 1 of the Quebec provisions.

In witness whereof the parties signed on September 11, 2007

**UNION OF NURSING AND
CARDIORESPIRATORY CARE
PROFESSIONALS OF THE MUHC**

**MCGILL UNIVERSITY
HEALTH CENTRE**




Ro Licata, Présidente



Susan Mullan, membre du comité de négociation



Denyse Joseph, membre du comité de négociation



Karine Grenet, membre du comité de négociation



Ann Déry, membre du comité de négociation



Regina Pereira, membre du comité de négociation



André Auger, conseiller syndical FIQ




Stella Legreste, RH



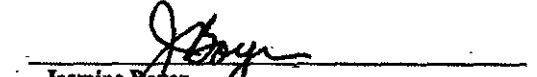
Vincenzo Altomonte, RH




Barbara Izzard



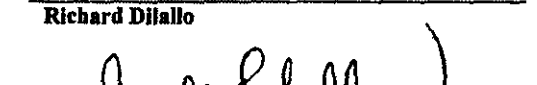
Anne-Marie Suess



Jasmine Boyer



Richard Di Iollo



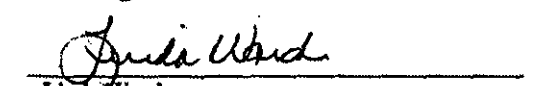
Angèle Robitaille



Suzanne Lanctôt



Linda Ward



Edna Somech, coordination



Yves Proulx, coordination

APPENDIX 1

COMPRESSED WORKWEEK

For the purpose of the application of this appendix, the basis for calculation is the fortnight.

The parties may implement a system of compressed workweek according to the following parameters.

Definition

The compressed work schedule is defined as, on the one hand, an increase in the number of hours worked daily and, on the other hand, a reduction in the number of days worked per week, totalling seventy-two and a half hours (72½ hrs) or seventy hours (70 hrs) per fourteen (14) calendar-day period.

Jurisdiction

This schedule applies to employees with a thirty-six and one quarter hour (36¼ hrs) or thirty-five hour (35 hrs) workweek who work in a centre of activities which operates twenty-four (24) hours a day, seven (7) days per week.

This schedule also applies to employees who work in a centre of activities that operates only on the day shift.

General provisions

Various models of compressed work schedules, the rules for the application of these schedules and the articles or clauses which are modified by the introduction of this work schedule are presented in this appendix.

ARTICLE 1

VARIOUS MODELS OF COMPRESSED WORK SCHEDULES

<u>Example No. 1</u>	72 hrs 30 min	70 hrs
Number of work days	7 (6 and 1)	
Hours of work per day	6 _____ 10 hrs 52 min 1 _____ 7 hrs 15 min	10 hrs 29 min 7 hrs 00 min
Hours of presence per day	6 _____ 12 hrs 1 _____ 8 hrs	11 hrs 37 min 7 hrs 43 min
Meals	6 _____ (40 and 30 min) 1 _____ (45 min)	(38 and 29 min) (45 min)
Rest periods	2 or 3 ¹	2 or 3
Number of shifts	3	3

<u>Example No. 2</u>	72 hrs 30 min	70 hrs
Number of work days	7	7
Hours of work per day	10 hrs 21 min	9 hrs 59 min
Hours of presence per day	11 hrs 06 min	10 hrs 43 min
Meals	1 (45 min)	(43 min)
Rest periods	2 or 3 ²	2 or 3
Number of shifts	3	3

<u>Example No. 3</u>	72 hrs 30 min	70 hrs
Number of work days	7	7
Hours of work per day	10 hrs 21 min	9 hrs 59 min
Hours of presence per day	11 hrs 31 min	11 hrs 07 min
Meals	2 (40 and 30 min)	(38 and 29 min)
Rest periods	2 or 3	2 or 3
Number of shifts	3	3

<u>Example No. 4</u>	72 hrs 30 min	70 hrs
Number of work days	8	8
Hours of work per day	9 hrs 04 min	8 hrs 45 min
Hours of presence per day	9 hrs 49 min	9 hrs 28 min
Meals	1 (45 min)	(43 min)
Rest periods	2	2
Number of shifts	3	3

¹ Duration prorated to the 8-hour day, except for the 8-hour day of the model: fifteen-minute periods.

² Duration prorated to the 8-hour day.

<u>Example No. 5</u>	72 hrs 30 min	70 hrs
Number of work days	8	8
Hours of work per day	9 hrs 04 min	8 hrs 45 min
Hours of presence per day	9 hrs 49 min	9 hrs 28 min
Meals	1 (45 min)	(43 min)
Rest periods	2	2
Number of shifts	days only	days

<u>Example No 6</u>		
Number of work days		8
Hours of work per day		8 hrs 45 min
Hours of presence per day		9 hrs 45 min
Meals		(60 min)
Rest periods		2

ARTICLE 2

IMPLEMENTATION

The Employer and the Union must agree to the implementation of the compressed work schedule in a centre of activities. In addition, seventy-five percent (75%) of all the employees with the same job title in the centre of activities must be in favour of such an implementation.

Following the implementation, and at any time thereafter, the Employer, the Union and/or the absolute majority of all the employees concerned may choose to return to the traditional work schedule.

ARTICLE 3

CONDITIONS

The provisions of this agreement apply to employees on the compressed work schedule providing they are not otherwise modified by the following provisions:

Employee on probation

The newly-hired employee for whom no university degree is required is subject to a probationary period of forty-five (45) calendar days. However, if at the end of this period the employee has not completed two hundred and seventeen and a half (217½) hours of work, her probation period is extended until she has completed two hundred and seventeen and a half (217½) hours of work.

The other employees are subject to a probationary period of ninety-one (91) calendar days or one hundred and eighty (180) calendar days, depending on the case. However, if at the end of this period, an employee has not completed four hundred and seventy-one and one quarter (471¼) hours of work or eight hundred and seventy (870) hours of work, depending on the applicable case, her probationary period is extended until she has completed four hundred and seventy-one and a quarter (471¼) hours of work or eight hundred and seventy (870) hours of work, depending on the applicable case.

ARTICLE 6 of Quebec provisions of the collective agreement

Union activities outside the institution

When an employee who works on a compressed work schedule is granted a leave by virtue of clause 6.08 of the Quebec provisions of the collective agreement, the bank of union leaves is reduced for each day of leave, by one (1) day or as if it was one (1) day of leave for an employee working on a traditional schedule.

Union activities inside the institution

For the purpose of the application of this collective agreement, the Employer grants a part-time leave without loss of salary to one (1) or several employees appointed by the Union concerned in the institution, but never to more than one (1) employee at a time, according to the following ratio: 2500 and more: 58.00 or 56.00 hours/week

For the purpose of the application of this clause, the number of employees covered by the certification must be the one on January 1 of each year.

The number of hours of union leave provided for above is divided into a maximum of 6 or 8 calendar days, depending on the case.

ARTICLE 13 of the local provisions of the collective agreement

Initiation and trial period

An employee to whom the position is granted, by virtue of clause 13.11 of the local collective agreement, is entitled to an initiation and trial period of a maximum duration of two hundred and seventeen and a half (217½) hours of work or four hundred and thirty-five (435) hours of work, depending on the applicable case.

ARTICLE 16 of the local provisions of the collective agreement

Weekends

An employee subject to a compressed work schedule benefits alternately from one (1) weekend off per two (2) weeks.

ARTICLE 19 of the Quebec provisions of the collective agreement

Overtime

Any overtime worked in addition to the workday, as established according to the model of compressed work schedule chosen, or in addition to the fortnight of work, approved or done with the knowledge of the immediate superior, and without objection on her part, is considered to be overtime.

ARTICLE 20 of the Quebec provisions of the collective agreement

Number of statutory holidays

Based on the model of compressed work schedule chosen, the number of statutory holidays including those established, or to be established, by law or by government decree, from which an employee benefits is the following:

Example n° 1

13 statutory holidays taken during the 7 hrs 15 min. or 7-hour day

Examples n° 2 and 3

9 statutory holidays

Examples n° 4, 5 and 6

11 statutory holidays

Accumulation of compensatory holidays

An employee subject to the compressed work schedule may not avail herself of the possibility of accumulating her compensatory holidays.

ARTICLE 21 of the local provisions of the collective agreement

Divisibility of the annual vacation

The employee may take her annual vacation in a continuous fashion or, if she wishes, divide it into two (2) equal parts. However, seniority prevails only for one choice of vacation within each of the two periods, namely the normal vacation period and the period outside of the latter.

Annual vacation of the employee having less than one (1) year of service

The employee subject to the compressed work week, who has less than one (1) year of service and whose weekly number of hours is thirty-six and one quarter ($36\frac{1}{4}$) receives an indemnity equivalent to one-twelfth ($1/12$) of one hundred and forty-five (145) hours of work for each month of service accumulated on April 30.

The employee whose weekly number of work hours is thirty-five (35) receives an indemnity equivalent to one-twelfth ($1/12$) of one hundred and forty (140) hours of work for each month of service accumulated on April 30.

Indemnity at the time of departure

In the case of termination of employment, an employee whose weekly number of hours is thirty-six and a quarter ($36\frac{1}{4}$) hours, receives, for each month of service not remunerated for vacation purposes at the time of departure, a vacation pay equivalent to one-twelfth ($1/12^{\text{th}}$) of one hundred and forty-five (145) hours or one hundred eighty-one and one quarter ($181\frac{1}{4}$) hours of work established according to the provisions of Article 21 of the Quebec provisions of the collective agreement.

In the case of the permanent termination of employment, the employee whose weekly number of hours is thirty-five (35) hours of work receives an indemnity equivalent to one twelfth ($1/12^{\text{th}}$) of one hundred and forty (140) or one hundred and seventy-five (175) hours of work established according to the provisions of Article 21 of the Quebec provisions of the collective agreement for each month of service not remunerated for vacation purposes at the time of departure.

ARTICLE 22 of the Quebec provisions of the collective agreement

Number of special and family leaves

The employee subject to a compressed work schedule benefits from the same number of calendar days of leave as the employee subject to a traditional schedule.

Salary

The days of absence mentioned in the preceding paragraph are paid at the salary rate of the employee subject to the compressed work schedule. However, only the days on which the employee was scheduled to work during this period of absence are paid by virtue of this article.

ARTICLE 23 of the Quebec provisions of the collective agreement

Sick leave and salary insurance

Any employee who holds a full-time position whose weekly number of hours is thirty-six and one quarter (36¼), is entitled to sixty-nine hours and thirty five minutes (69 hrs 35 min) of work time as sick leave per year of service. The employee whose number of weekly hours is thirty-five (35) hours of work is entitled to sixty-seven hours and eleven minutes (67 hrs 11 min) of work time as sick leave per year of service.

These hours accumulate at the rate of five hours and forty-eight minutes (5 hrs 48 min) of work time per complete month of service for the employee whose number of weekly hours is thirty-six and a quarter (36¼). For the employee whose number of weekly hours is thirty-five (35), these hours accumulate at the rate of five work hours and thirty-six minutes (5 hrs 36 min) of work time per complete month of service.

However, if an employee must be absent from her work for cause of illness in the course of one (1) year before having accumulated a sufficient number of days to cover the first thirty-six hours and fifteen minutes (36 hours 15 min) or thirty-five (35) hours of absence, she may use in anticipation the hours that she will accumulate until the end of the same year. However, in case of departure before the end of the year, she must reimburse the Employer, at regular rate at the time of her departure, on her last pay, for the hours of sick leave taken in advance but not yet acquired.

The portion or the totality, as the case may be, of the sixty-nine hours and thirty-five minutes (69 hrs and 35 min) or sixty-seven hours and eleven minutes (67 hrs and 11 min) of work time as sick leave, unused but accumulated by virtue of clause 23.29 of the Quebec provisions of the collective agreement, is paid in cash at the latest on December 15 of each year, or at the departure of the employee, and this, at the regular salary rate.

Working hours of sick leave can be used by an employee incapable of going to work due to disability, up to a maximum of thirty-six hours and fifteen minutes (36 hrs and 15 min) or thirty-five (35) hours of working time per period of disability.

If an employee remains incapable of working due to disability, she is entitled as long as she is disabled, starting on the thirty-sixth hour and fifteenth minute (36 hrs 15 min), or thirty-fifth (35th) hour of working time, and this for a period of one hundred and four (104) weeks, to a benefit equal to 80% of her salary.

For the purpose of the calculation of the benefit, the salary of an employee is the employee's basic salary rate on the date the payment of the benefit begins, including the supplements related to her job title and the additional remuneration provided for in Article 2 of Appendix 3 and Appendix 11 of the Quebec provisions of the collective agreement, if any; for employees other than full-time employees, the amount is reduced, prorated to the time worked during the last twelve (12) calendar weeks for which no period of sick leave, maternity leave or annual vacation has been authorized in relation to the amount of 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 the one of her position.

The calculation of the benefit is then adjusted by the rate of increase of the salary scales on the dates provided for in the Quebec provisions of the collective agreement, and/or according to the echelon advancement provided in the salary scale, if this advancement was foreseen in the six (6) months following the beginning of the disability.

However, a disabled employee can benefit from such echelon advancement only once during a period of disability.

A period of disability is any continuous period of disability or a series of successive periods separated by less than one hundred and eight (108) hours of effective full-time work, or availability for full-time work, for the employee whose number of weekly hours is thirty-six and one quarter (36¼) hours and no less than one hundred and five (105) hours for the employee whose number of weekly hours is thirty-five (35) hours unless the employee establishes to the satisfaction of the Employer or his representative, that a subsequent period is attributable to an illness or accident completely unrelated to the cause of the previous disability. This article may be reconsidered by the parties in question to readjust, if need be, the sick leave and salary insurance plans to the compressed work schedule system.

No salary insurance benefit can be paid for a disability compensated by virtue of the *Act respecting Industrial Accidents and Occupational Diseases* when the work injury in question occurred with another Employer. In this case, the employee must inform her Employer of this event and of the fact that she is receiving an income replacement indemnity.

To receive the benefits provided in clauses 23.17 and 23.19 of the Quebec provisions of the collective agreement, an employee must inform the Employer of the amount of the weekly benefit payable by virtue of any law.

ARTICLE 26 of the Quebec provisions of the collective agreement

Employee accompanying a beneficiary

She is considered to be at work for the time during which she accompanies the beneficiary. She must therefore be paid according to the Quebec provisions of the collective agreement, including the provision for overtime, if the duration of this work and/or the period of accompaniment exceed the workday under the compressed work schedule.

ARTICLE 7 & APPENDIX 1 of Quebec provisions of the collective agreement

Salary

For the purposes of the application of Appendix 1 of the Quebec provisions of the collective agreement, the Employer pays the salaries provided for thirty-six and one quarter (36¼) hours or thirty-five (35) hours of service.

Replacing in various positions

When an employee is called upon to fill various positions during the same fortnight of work, she receives the supplement for the best paid position providing that she has filled it for half of the fortnight of work.

When an employee is called upon to fill different positions during the same workday, she receives the supplement for the best paid position, providing that she has filled it for one continuous half-day of work on the compressed work schedule.

The supplement provided for in clause 7.06 of the Quebec provisions of the collective agreement is converted into an hourly rate.

Rate	Rate	Rate	Rate
2006-04-01	2007-04-01	2008-04-01	As
to	to	to	of
2007-03-31	2008-03-31	2009-03-31	2009-04-01
\$ 1.59	\$ 1.62	\$ 1.65	\$ 1.69

ARTICLE 8 of Quebec provisions of the collective agreement

Experience of part-time employees

The experience of part-time employees is calculated according to the number of hours worked in relation to their job title. Thus, for the purposes of experience, depending on the various models of compressed work schedules, one (1) complete workday is equivalent to:

Example N° 1

1 work dav of 10 hrs 52 min or 10 hrs 29 min

2.43 (36¼ hrs) and 2.35 (35 hrs) calendar days of experience (if she is entitled to 4 weeks of annual vacation) (20 working days)

2.44 (36¼ hrs) and 2.36 (35 hrs) calendar days of experience (if she is entitled to 21 days of annual vacation)

2.45 (36¼ hrs) and 2.37 (35 hrs) calendar days of experience (if she is entitled to 22 days of annual vacation)

2.46 (36¼ hrs) and 2.38 (35 hrs) calendar days of experience (if she is entitled to 23 days of annual vacation)

2.48 (36¼ hrs) and 2.39 (35 hrs) calendar days of experience (if she is entitled to 24 days of annual vacation)

2.49 (36¼ hrs) and 2.40 (35 hrs) calendar days of experience (if she is entitled to 5 weeks of annual vacation) (25 working days)

1 work dav of 7 hrs 15 min ou de 7 hrs

1.62 (36¼ hrs) and 1.56 (35 hrs) calendar days of experience (if she is entitled to 4 weeks of annual vacation) (20 working days)

1.63 (36¼ hrs) and 1.56 (35 hrs) calendar days of experience (if she is entitled to 21 days of annual vacation)

1.64 (36¼ hrs) and 1.58 (35 hrs) calendar days of experience (if she is entitled to 22 days of annual vacation)

1.64 (36¼ hrs) and 1.58 (35 hrs) calendar days of experience (if she is entitled to 23 days of annual vacation)

1.65 (36¼ hrs) and 1.59 (35 hrs) calendar days of experience (if she is entitled to 24 days of annual vacation)

1.66 (36¼ hrs) and 1.60 (35 hrs) calendar days of experience (if she is entitled to 5 weeks of annual vacation) (25 working days)

Examples n° 2 and 3

1 work dav of 10 hrs 21 min or 9 hrs 59 min

2.32 (36¼ hrs) and 2.24 (35 hrs) calendar days of experience (if she is entitled to 4 weeks of annual vacation) (20 working days)

2.33 (36¼ hrs)) and 2.25 (35 hrs) calendar days of experience (if she is entitled to 21 working days)

2.34 (36¼ hrs)) and 2.26 (35 hrs) calendar days of experience (if she is entitled to 22 working days)

2.35 (36¼ hrs) and 2.27 (35 hrs) calendar days of experience (if she is entitled to 23 working days)

2.36 (36¼ hrs) and 2.28 (35 hrs) calendar days of experience (if she is entitled to 24 working days)

2.37 (36¼ hrs) and 2.29 (35 hrs) calendar days of experience (if she is entitled to 5 weeks of annual vacation) (25 working days)

Examples n° 4, 5 and 6

1 work dav of 9 hrs 04 min or 8 hrs 45 min

2.03 (36¼ hrs) and 1.96 (35 hrs) calendar days of experience (if she is entitled to 4 weeks of annual vacation) (20 working days)

2.04 (36¼ hrs) and 1.97 (35 hrs) calendar days of experience (if she is entitled to 21 working days)

2.05 (36¼ hrs) and 1.98 (35 hrs) calendar days of experience (if she is entitled to 22 working days)

2.06 (36¼ hrs) and 1.99 (35 hrs) calendar days of experience (if she is entitled to 23 working days)

2.07 (36¼ hrs) and 2.00 (35 hrs) calendar days of experience (if she is entitled to 24 working days)

2.07 (36¼ hrs) and 2.00 (35 hrs) calendar days of experience (if she is entitled to 5 weeks of annual vacation) (25 working days)

and this, subject to the provisions in the third (3rd) paragraph of clause 7.22 of the Quebec provisions of the collective agreement.

Notwithstanding clauses 8.01 to 8.03 of the Quebec provisions of the collective agreement, employees presently in the employ of the Employer and those to be hired later may not be credited, for the purpose of classification in their salary scale, for experience gained during the year 1983.

ARTICLE 9 of Quebec provisions of the collective agreement

Premiums

The Employer pays the premiums provided in Article 9 of the Quebec provisions of the collective agreement according to the same rules as apply in the case of the traditional work schedule.

Evening and night premium

The employee subject to the compressed work schedule and performing all or part of her work between 14:00 and 08:00 shall receive, for all hours worked between 14:00 and 24:00, a premium equal to 4% of the basic hourly salary increased, when applicable, by the supplement and the additional remuneration provided for in Article 2 of Appendix 4 and in Appendix 11 of the Quebec provisions of the collective agreement.

For all hours worked between 0:00 and 08:00, an employee shall receive a percentage of the basic hourly salary rate increased, when applicable, by the supplement and additional remuneration provided for in Article 2 of Appendix 4 and in Appendix 11 of the Quebec provisions of the collective agreement, established as follows:

- 11% for an employee having between 0 and 5 years of seniority;
- 12% for an employee having between 5 and 10 years of seniority;
- 14% for an employee with 10 years and more of seniority.

ARTICLE 16 of Quebec provisions of the collective agreement

Orientation

When a welcoming and orientation programme exists and the employee is covered by it, the employee subject to a compressed work schedule benefits from a period equivalent to the one from which she would have benefited if she has been subject to a normal work schedule and the duration of her probationary period, as defined in Article 1.05 of the local provisions of the collective agreement is extended accordingly.

ARTICLE 34 of Quebec provisions of the collective agreement

Psychiatry premium

The employee subject to the compressed work schedule and covered by Article 34 of Quebec provisions of the collective agreement receives, for a fortnight, a premium of:

Rate 2006-04-01 to 2007-03-31	Rate 2007-04-01 to 2008-03-31	Rate 2008-04-01 to 2009-03-31	Rate as of 2009-04-01
\$32.64	\$33.30	\$33.96	\$34.64

To benefit from this premium, the employee must be assigned to the rehabilitation, care or supervision of beneficiaries.

Floating holidays in psychiatry

Employees are entitled, on July 1st of each year for each month worked to three hours and thirty-seven minutes (3 hrs 37 min) of leave up to a maximum of thirty-six and a quarter hours (36,25 hrs) per year or to three hours and thirty minutes (3 hrs 30 min) of leave up to a maximum of thirty-five hours (35 hrs) per year.