

COLLECTIVE AGREEMENT



LOCAL PROVISIONS
between




FIQ-SPSSODIM

Syndicat des professionnelles
en soins de santé de
l'Ouest-de-l'Île-de-Montréal

and

**Centre intégré
universitaire de santé
et de services sociaux
de l'Ouest-de-
l'Île-de-Montréal**

Québec 

Institution
No. 1055

LOCAL PROVISIONS OF THE COLLECTIVE AGREEMENT

BETWEEN

THE MONTREAL WEST ISLAND INTEGRATED UNIVERSITY HEALTH

AND SOCIAL SERVICES CENTRE (MWI IUHSSC)

*Centre intégré
universitaire de santé
et de services sociaux
de l'Ouest-de-
l'Île-de-Montréal*

Québec 

AND

FIQ - LE SYNDICAT DES PROFESSIONNELLES EN SOINS DE SANTÉ DU

CIUSSS DE L'OUEST-DE-L'ÎLE-DE-MONTRÉAL (FIQ - SPSS ODIM)



CATEGORY 1

FEBRUARY 3RD 2019

TABLE OF CONTENTS

ARTICLES

ARTICLE 1	CONCEPT OF POSITION.....	5
ARTICLE 2	CONCEPT OF CENTRE OF ACTIVITIES	8
ARTICLE 3	DURATION AND CONDITIONS OF THE PROBATION PERIOD	9
ARTICLE 4	POSITION TEMPORARILY WITHOUT AN INCUMBENT	10
ARTICLE 5	CONCEPT OF REASSIGNMENT	11
ARTICLE 6	RULES APPLICABLE FOR TEMPORARY ASSIGNMENTS	14
	<i>See local arrangements document for assignments of more than six (6) months</i>	
ARTICLE 7	VOLUNTARY TRANSFERS	20
	<i>See local arrangements document for the conversion of the night premium</i>	
ARTICLE 8	BUMPING PROCEDURE.....	27
ARTICLE 9	WORKING HOURS AND WEEKLY SCHEDULE	30
ARTICLE 10	CONDITIONS GOVERNING TIME COMPENSATION FOR OVERTIME WORK, RECALL AND STANDBY DUTIES.....	34
ARTICLE 11	STATUTORY HOLIDAYS, FLOATING HOLIDAYS AND ANNUAL VACATION.....	36
ARTICLE 12	LEAVE WITHOUT PAY	40
ARTICLE 13	HUMAN RESOURCES DEVELOPMENT.....	44
	<i>See local arrangements document for the professional supervision of newly-hired personnel</i>	
ARTICLE 14	ACTIVITIES WITH USERS OUTSIDE THE INSTITUTION	48
ARTICLE 15	LOCAL COMMITTEES.....	49
	<i>See local arrangements document for the labour relations committee and occupational health and safety committee</i>	
ARTICLE 16	RULES OF CONDUCT BETWEEN THE PARTIES.....	50
ARTICLE 17	POSTING OF NOTICES.....	51
ARTICLE 18	PROFESSIONAL ORDERS.....	52
ARTICLE 19	PROFESSIONAL PRACTICE AND RESPONSIBILITY	53
ARTICLE 20	TRANSPORTATION OF USERS	54
ARTICLE 21	LOSS AND DESTRUCTION OF PERSONAL BELONGINGS.....	55
ARTICLE 22	UNIFORMS.....	56
ARTICLE 23	LOCKER ROOM AND DRESSING ROOM	57
ARTICLE 24	PAYMENT OF SALARIES.....	58
ARTICLE 25	CREDIT UNION	60
ARTICLE 26	TRAVEL ALLOWANCES	61

APPENDICES

APPENDIX 1 COMPRESSED WORD SCHEDULE64
APPENDIX 2 7/7 SCHEDULE – ANNUAL VACATION PERIOD.....75

LETTERS OF UNDERSTANDING

LETTER OF UNDERSTANDING NO. 1 REGARDING THE INCUMBENCY PROCESS FOR THE
RESPIRATORY THERAPIST JOB-TITLES GROUP77
LETTER OF UNDERSTANDING NO. 2 REGARDING THE HANDLING OF PSYCHOLOGICAL
HARASSMENT OR VIOLENCE COMPLAINTS79
LETTER OF UNDERSTANDING NO. 3 REGARDING REHIRED RETIRED EMPLOYEES.....80

LETTERS OF INTENT

LETTER OF INTENT NO. 1 REGARDING SPECIALTY NURSE PRACTITIONERS AND THE LOCAL
PROVISIONS81
LETTER OF INTENT NO. 2 REGARDING THE LONGEVITY OF THE WORK REGARDING STABILITY
OF POSITIONS82

ARTICLE 1 CONCEPT OF POSITION

1.01 Single position

Set of duties carried out on a permanent basis by an employee in a centre of activities on a given shift (day, evening or night) and included in one of the job titles in the list of job titles, descriptions, salary rates and scales in the health and social services network.

It is understood that the Employer encourages the creation of single positions.

1.02 Compound position

Set of duties carried out on a permanent basis by an employee in more than one centre of activities on a given shift (day, evening or night) and included in one of the job titles in the list of job titles, descriptions, salary rates and scales in the health and social services network.

A compound position is limited to two (2) centres of activities in the same facility. A float team position may not be a component of a compound position unless there is an agreement to the contrary between the parties.

1.03 Rotation position

Set of duties carried out on a permanent basis by an employee in a centre of activities on day/evening or day/night shifts and included in one of the job titles in the list of job titles, descriptions, salary rates and scales in the health and social services network. The distribution of shifts is based on a minimum rotation cycle of twenty-eight (28) days and a maximum rotation cycle of four (4) months.

However, the parties may, by agreement, agree to a different rotation cycle as needed.

1.04 Float team position

A float team position is created to fill positions temporarily without an incumbent, meet the needs of a temporary work overload, perform work of a limited duration or for any other reason agreed between the parties.

The duties entrusted to an employee on the float team are considered a position. This position is posted and filled according to the rules for voluntary transfers.

Notwithstanding the foregoing, an employee who holds a part-time position, registered on the availability list, who expresses availability in her centre of activities, is assigned in her centre of activities prior to using an employee on the float team. Float team positions are a set of duties carried out by an employee on a permanent basis and are set up and grouped according to the following territories:

- a) Dorval-Lachine-LaSalle;
- b) Pointe-Claire, Pierrefonds, Lac-Saint-Louis, Île-Bizard (Ouest-de-l'Île);
- c) Côte-des-Neiges (St. Mary's Hospital Centre);
- d) Hochelaga-Maisonneuve (Centre de soins prolongés Grace Dart);
- e) Sainte-Anne-de-Bellevue (Hôpital Sainte-Anne);
- f) Verdun (Douglas MHUI).

Each territory represents a float team centre of activities.

The parties may also agree to any other conditions by agreement to meet specific needs.

1.05

Job structure

The basic job structure of a centre of activities is composed of single positions and compound positions, excluding float team positions and rotation positions, and corresponds to 100% of the positions normally required per shift for the care team, based on the regular needs of the centre of activities and is determined by the Employer.

The Employer may also upgrade the part-time positions and create full-time positions in addition to the basic structure to ensure sufficient manpower to meet replacement needs and fluctuations in activities.

The Employer makes the number of positions by job-titles group, status and shift available to the Union (in a digital format when available) for each one of the centres of activities in the institution, within sixty (60) days of the local provisions of the collective agreement going into effect.

1.06

Job-titles group

A job-titles group is composed of all the job titles in the same profession, unless otherwise stipulated by another definition.

For the purpose of application of the collective agreement, the groups are usually the following:

- a)** nurse job titles;
- b)** licensed practical nurse job titles;
- c)** respiratory therapist job titles;
- d)** clinical perfusionist.

ARTICLE 2 Concept of centre of activities

2.01 A centre of activities is a set of activities specifically organized based on the health and care needs required by the users and which are a distinct entity within the meaning of the institution's organizational structure.

A centre of activities may be composed of a short-term or long-term care unit, prosthetic or rehabilitation unit, department, program or parts of a program, FMG, etc.

A centre of activities may not extend to more than one of the Employer's facilities.

Exceptionally and despite the preceding paragraph, the centre of activities of a position may be in more than one of the institution's facilities when the specific nature of the duties so requires. The Employer determines the home base, for the purpose of travel allowances, based on the conditions set out in these local provisions.

When a centre of activities is in more than one facility, the following guidelines apply:

- a) the Employer encourages stability of the employees in one facility;
- b) when specific circumstances require mobility of an employee who holds a position in a centre of activities in more than one facility, it is done on a voluntary basis, then by reverse order of seniority, among the employees able to do the required work. The conditions for travel allowances apply when the employee is assigned outside of her home base.

2.02 Facility

A facility is a physical location where health care and social services are provided to the population of Québec, within the framework of one or more missions. The institution has several facilities.

2.03 Mission

A mission is defined within the meaning of sections 79 and following in an *Act respecting health services and social services* (Chapter S-4.2).

2.04 List

The Employer must send the Union the list of centres of activities in the institution within sixty (60) days of the local provisions of the collective agreement going into effect. The Employer informs the Union of all modifications to this list of centres of activities.

ARTICLE 3 DURATION AND CONDITIONS OF THE PROBATION PERIOD

- 3.01** The conditions of the probation period normally accepted and relevant for each job title are conveyed in writing to the employee upon her hiring.
- 3.02** The employee's probation period is forty-five (45) workdays. However, the probation period for an employee whose job title requires a university degree is ninety (90) workdays.
- 3.03** The probation period of an employee who is a candidate for admission to the practice of the nursing profession (CPNP) is determined based on her academic training as stipulated in clause 3.02.
- 3.04** The Employer meets the employee during her probation period to foster her integration.
- 3.05** If the Employer rehires an employee who had not completed her probation period due to lack of work, this employee, in order to acquire her seniority, only needs to complete the workdays that were missing to complete her previous probation period, as the case may be, providing however that not more than one (1) year has elapsed since her departure.
- 3.06** Considering that an employee is subject to a welcoming and orientation program, the length of the probation period, as established in these local provisions, is extended accordingly.

ARTICLE 4 POSITION TEMPORARILY WITHOUT AN INCUMBENT

- 4.01** A position is temporarily without an incumbent when the employee is absent for any reason stipulated in the collective agreement and any period during which a position is without an incumbent.
- 4.02** A position temporarily without an incumbent and a temporary work overload are filled, when the needs of the centre of activities so warrant, by employees on the replacement team and, then, by employees who have expressed additional availability to their position and by employees with positions on the float team in accordance with the local provisions set out in Article 6 in the collective agreement.
- When the Employer decides not to fill a position temporarily without an incumbent, or decides to fill it in part and/or intermittently, the reasons for this decision are communicated in writing, at the Union's request.
- 4.03** A position temporarily without an incumbent is not posted.
- 4.04** Employees assigned to positions temporarily without an incumbent are either full-time employees or part-time employees as defined in the provincial provisions of the collective agreement.

ARTICLE 5 CONCEPT OF REASSIGNMENT

5.01 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 nature.

An 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 in 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 (1) or several employee(s);
- d)** to prevent conflict situations, in the case where an harassment complaint is filed against or by an employee and that it is deemed appropriate to reassign the employee during the inquiry procedure.

In the cases stipulated in subparagraphs a) and b) of this clause, the reassignment may not exceed one shift or occur more than once (1) a shift. Nor may it be done repetitively or in another facility, unless otherwise agreed between the parties.

This clause is not intended to prevent an employee from volunteering for such a reassignment, within the framework and according to the provisions of this article.

The Employer informs the Union of the reassignments made.

Reassignments are first made on a voluntary basis.

Failing a volunteer, the reassignment is by reverse order of seniority.

5.02 Total or Partial Temporary Closure

The Employer and Union agree on the reassignment procedures for employees affected by a total or partial temporary closure of a centre of activities. Such a closure cannot exceed four (4) months unless otherwise agreed by the parties. This temporary closure may result from a significant staff shortage, such as the annual vacation period, renovations and other exceptional circumstances.

Before resorting to the agreed reassignment procedures, the Employer offers the affected employees the opportunity to take their annual vacation or any other days off, as the case may be.

5.03 Surplus staff situations

In order to promote the upgrading of part-time positions and creation of full-time positions in addition to the basic job structure, the following conditions apply, before using the availability list when there is a surplus of staff to the basic job structure:

- a)** A reassignment is first done on a voluntary basis, among the employees on duty in the centre of activities. Failing a volunteer, it is done in reverse order of seniority among the same employees;
- b)** The Employer reassigns the employee by reverse order of seniority according to the following assignment priority:
 - 1.** an employee on the float team;
 - 2.** an employee who holds an atypical position (rotation position, compound position);
 - 3.** other employees who hold positions in the centre of activities.
- c)** The employee affected is reassigned on her shift to another centre of activities in her facility, insofar as she meets the normal requirements of the job. The employee can also choose to stay on her centre of activities, but on another shift;
- d)** A reassignment cannot occur more than once a shift. However, as soon as the reassignment needs no longer exist, the employee returns to the centre of activities of her position.

An employee's schedule is not modified by such a reassignment. When the surplus staff situation is known by the Employer twenty-four (24) hours or more in advance, the Employer confirms the employee's reassignment with her at least twenty-four (24) hours before her shift begins. In the other situations, the Employer informs the employee no later than the beginning of her shift that she is in a surplus staff situation.

- 5.04** In all cases, the employee affected by a reassignment can choose to be reassigned, take paid time off to which she is entitled or be considered on an authorized absence without pay.
- 5.05** If a new human resources management information system is implemented and it can distinguish between the basic job structure positions and those that were upgraded part-time positions or the creation of full-time positions over and above the basic job structure, the parties meet to modify, if applicable, the reassignment prioritization procedures set out in clause 5.03 of this article.

ARTICLE 6 RULES APPLICABLE FOR TEMPORARY ASSIGNMENTS

6.01 Availability list

The availability list is used to supplement the replacement team and more specifically to fill positions temporarily without an incumbent, meet a temporary excessive workload in a centre of activities, perform work of a limited duration or for any other reason agreed between the parties.

6.02 Employees registered on the availability list

The availability list includes the following employees:

- a) an employee who holds a part-time position who expresses availability in addition to her position in her centre of activities or in other centres of activities;
- b) an employee covered by Appendix 1 of the provincial provisions of the collective agreement who is exempt from incumbency;
- c) an employee who benefits from clause 15.02 of the provincial provisions of the collective agreement on job security;
- d) a candidate for admission to the practice of her profession (CPNP/CPLPN);
- e) a nursing and respiratory therapy extern;
- f) an employee on leave without pay to teach or study available during the summer school break, spring break and holiday period.

6.03 Float team

The workdays of a float team position can be used as a priority over the availability list when the Employer deems that the needs so warrant and this means is the most opportune.

Notwithstanding the foregoing, an employee who holds a part-time position, registered on the availability list and who expresses availability for her centre of activities, is assigned in her centre of activities first before using an employee on the float team.

A part-time employee on the float team who expresses availability in addition to her position replaces assignments of twenty-eight (28) days or less for positions temporarily without an incumbent.

However, she may also replace assignments of more than twenty-eight (28) days when the needs cannot be filled by the part-time employees who have expressed availability in addition to their position. The Employer endeavours to assign the same employee for the entire length of the assignment. When a part-time employee who holds a position becomes available again in the centre of activities where the float team employee is assigned to an assignment of more than twenty-eight (28) days, the Employer reassigns the float team employee according to the conditions stipulated for her position.

6.04 Registration

To be registered on the availability list, an employee must express her availability in writing to the Employer on the form provided for this purpose, specifying:

- a) the day(s);
- b) the shift(s);
- c) the centre(s) of activities;
- d) the facility or facilities.

The availability registration form conditions of use are determined after consulting the Union. The Employer consults the Union when there is a change in the availability list management information system on the use of new features, in particular expressing availability by week.

6.05 Provisions for expressing availability

When they register on the availability list, employees who benefit from clause 15.02 of the provincial provisions of the collective agreement and the nursing and respiratory therapy externs must ensure a minimum availability of four (4) days per fourteen (14) days including one (1) weekend out of two (2) weeks and adapted to the Employer's needs.

An employee who holds a part-time position may express availability in addition to her position for replacements of twenty-eight (28) days or less and/or more than twenty-eight (28) days.

6.06 Modification of availability

An employee registered on the availability list may increase her availability at any time with a minimum advance notice of seven (7) days.

An employee registered on the availability list may modify her availability (6) times a year, based on the calendar previously set by the Employer.

A modification of availability expressed by an employee cannot call into question assignments that have already been granted.

The Employer makes the availability expressed by an employee available to the Union (in a digital format when available). An employee who has been oriented in a centre of activities at her request must maintain her availability in the centre of activities for a minimum of three (3) months.

6.07 Provisions for recall of employees on the availability list

Based on the expressed availability, the Employer agrees to distribute the available shifts according to the seniority of the employees registered on the availability list. To be assigned, employees registered on the availability list must meet the normal requirements of the job.

The Employer establishes a procedure for the recall provisions related to temporary assignments after consulting the Union and the Employer informs the employees.

The Employer endeavours as much as possible to assign the same employee for the entire length of a replacement.

An employee who has worked five (5) days in the same week is considered unavailable. An employee cannot be refused an assignment of more than twenty-eight (28) days, for the sole reason that the minimum interval stipulated in clause 19.02 of the provincial provisions of the collective agreement has been applied.

When an assignment of more than twenty-eight (28) days begins when the employee on the availability list is absent for a reason stipulated in the collective agreement, she is considered available for such an assignment if she can assume this assignment as of the day after the assignment begins.

With a written seven (7)-day notice, an employee may withdraw from her assignment, once she has worked six (6) months in the assignment.

When an assignment exceeding four (4) months begins when an employee on the availability list is already assigned to a position temporarily without an incumbent, this employee is considered available for such an assignment if there are less than thirty (30) days remaining in her current assignment.

An employee registered on the availability list may be assigned in advance. This assignment cannot be claimed by another employee on account of her seniority rank, if there are seven (7) days or less left before the date the assignment begins.

Notwithstanding the previous paragraph, when a schedule is drawn up, following the draft schedule period, in accordance with clause 9.08 of the local provisions of the collective agreement, an employee may be assigned in advance based on the availability expressed for assignments of twenty-eight (28) days or less. These assignments cannot be claimed by other employees when they were granted respecting the seniority and expressing availability rules stipulated in Article 6. An employee is responsible for checking and respecting her schedule.

A part-time employee is not bound to continue the replacement of a position temporarily without an incumbent if the number of days of this replacement has been reduced.

A part-time employee is not bound to continue the replacement of a position temporarily without an incumbent under clause 22.27 of the provincial provisions of the collective agreement, if the number of days of this replacement has been modified.

6.08 Availability during the summer

For the replacement of employees whose annual vacation begins during the normal annual vacation period, employees may be assigned to fill more than one position temporarily without an incumbent within this period. When there are consecutive assignments in the same centre of activities, these are considered as only one assignment for the purpose of application of subparagraph B) in clause 6.10 "Assignment of more than twenty-eight (28) days" of the local provisions of the collective agreement. Notification of these assignments is done in the thirty (30) days following the posting of the annual vacation schedule.

The Employer and Union agree on the conditions for these assignments.

6.09 Non-respect of expressed availability

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

6.10

Filling of assignments

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

An assignment known before the posting of the schedule and/or during the schedule is granted by seniority, based on the availability expressed, in the following order:

1. to incumbents of part-time positions on the centre of activities concerned who express additional availability;
2. to employees on the float team who express additional availability;
3. to other employees on the availability list.

If the availability expressed by the employee with the most seniority does not correspond entirely to the assignment to be filled, the part of the assignment not filled by this employee is granted according to the conditions described above, until the available assignment is completely filled.

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 this availability corresponds to the assignment to be filled, in the following order:

1. to incumbents of part-time positions on the centre of activities concerned who express additional availability. This employee may temporarily leave her position to obtain this assignment in her centre of activities providing that the assignment has a greater number of hours worked than her position or has a different job title or shift to her own and this does not result in more than three (3) transfers. The employee who benefits from such a transfer is paid the salary she had when she held that position upon her return to her former position;
2. to other employees on the availability list;
3. to employees on the float team who express additional availability.

An incumbent of a part-time position must have completed her initiation and trial period to benefit from subparagraph 1).

An employee registered on the availability list and already assigned for twenty-eight (28) days or less, is considered available for assignments stipulated in subparagraph B).

If the assignment is granted to an employee covered by the preceding paragraph, the assignment she held is granted, when applicable, according to the conditions set out in subparagraph A).

6.11 Assignment notice

For assignments of more than twenty-eight (28) days, the Employer notifies the employee on the availability list who replaces a position temporarily without an incumbent as defined in Matter 4 of the local provisions of the collective agreement of the following details in writing:

- a)** the identification of the position;
- b)** the name of the incumbent, when applicable;
- c)** the probable length of the assignment;
- d)** the salary.

The Employer also makes this information available to the Union.

6.12 End of assignment notice

The employee who successively fills one (1) or several positions temporarily without an incumbent(s), or fills one (1) or several temporary excessive workloads, or performs work of a limited duration for a period of six (6) months or more, receives a two (2)-week written end of assignment notice.

ARTICLE 7 VOLUNTARY TRANSFERS

A) INSIDE THE CERTIFICATION UNIT

7.01 Time period to post a vacant or newly-created position

The Employer makes the list of vacant, newly-created or vacant abolished positions available to the Union (in a digital format when available) in accordance with clause 3.14 of the provincial provisions of the collective agreement.

The Employer makes the list of positions vacant after posting available to the employees (in a digital format when available).

Subject to provisions to the contrary, the Employer posts all vacant or newly-created positions covered by the accreditation certificate within ninety (90) days, excluding the months of June, July and August.

The Employer makes the annual calendar of postings with the dates for the posting of positions available to the Union and employees (in a digital format when available).

However, in the case when the vacant position is covered by one of the reorganizations stipulated in clauses 14.01 to 14.07 of the provincial provisions of the collective agreement, the position must be posted no later than twelve (12) months after the date the Employer notifies the Union in accordance with clause 14.10 of the provincial provisions of the collective agreement. However, any position that becomes vacant as of the ninth (9th) month after the transmission of this notice remains subject to the posting deadlines stipulated in the previous paragraph.

The Employer makes the posting available (in a digital format when available) for ten (10) days.

The Employer sends a copy of the position postings to the Union at least twenty-four (24) hours before the posting period begins.

Unless otherwise stipulated in the collective agreement, the Employer endeavours to post the position as a full-time position.

If there are no candidates from within the institution, the Employer is not bound by the provision of the preceding paragraph.

7.02

Details to appear on the posting of a position

The details to appear on the posting of a position are:

1. the job title and job description appearing in the list of job titles, job descriptions, salary rates and scales of the health and social services network;
2. salary scale (minimum and maximum);
3. the centre(s) of activities and the facility or facilities, when applicable;
4. the posting period;
5. the shift (day, evening, night, day/evening, day/night);
6. the job status (full time, part time);
7. the number of regular shifts of work per two (2) weeks for a part-time position;
8. the main centre of activities for the purpose of application of the different working conditions of the collective agreement (annual vacation, bumping, etc.) for a compound position;
9. the home base.

The posting may also include, for information purposes:

1. the experience, qualifications and aptitudes;
2. in the case of a compound position, the usual distribution of the schedule between the centres of activities when applicable. As such, the compound position is deemed to belong to the centre of activities where the majority of the work is usually performed. In the case where the usual distribution of the work is equal, the Employer indicates the centre of activities where the compound position is deemed to belong on the posting;
3. the requirement of an automobile;
4. the schedule, when it is an atypical schedule;
5. the weekend worked;
6. on-call service;
7. the rotation cycle, when applicable;
8. the name of the immediate superior;
9. any other information likely to inform the employee about the position.

7.03 Modification of the home base

When the needs of a centre of activities require an administrative reorganization, without creating or abolishing positions that result in a change to an employee's home base, the Employer informs the employees on the centre of activities by posting a notice of the job title, status and shift affected by the change at least twenty-one (21) days in advance.

This change of home base is offered on a voluntary basis and by order of seniority to employees with the same job title, status and shift who are able to perform the work required.

If no employee volunteers, the Employer changes the home base of the least senior employee with the same job title, status and shift concerned who is able to perform the work required.

A written notice is sent to the employee and Union in the fifteen (15) days following the change.

The home base of a non-voluntary employee cannot be changed more than once during a twelve (12)-month period.

7.04 Rules for candidacies

All employees have the right to apply for positions on the form provided for this purpose during the above-mentioned period.

This employee may, before applying for the position, review the list of candidates according to the conditions in effect. The Employer makes the list of candidates available to the Union (in a digital format when available).

The employee must indicate the order of priority of her choices if she applies for more than one position during the same posting session.

The employee may also choose a position left vacant after a posting.

An employee cannot obtain more than three (3) transfers in a twelve (12)-month period.

7.05 Rules for granting a position

The position is granted and filled by the most senior employee among those who have applied, providing she meets the normal requirements of the job. The requirements must be pertinent and in relation to the nature of the duties.

Notwithstanding the foregoing, a nurse clinician position, except for positions with the following job titles, assistant-head respiratory therapist (2248), respiratory therapy technical coordinator (2246), respiratory therapy clinical instructor (2247), care counsellor nurse (1913), nurse clinician assistant-head-nurse and nurse clinician assistant to the immediate superior (1912) is granted to the most competent candidate who obtained the qualification score among the five (5) most senior employees who applied for the position. If none of these candidates obtained the qualification score, the Employer calls the following five (5) candidates by order of seniority and so on. If several candidates are equally competent, the position is granted to the most senior candidate.

The positions identified as exceptions in the preceding paragraph are granted to the most competent candidate. Si several candidates are equally competent, the position is granted to the most senior candidate. The employees are informed of the required qualification score as well as the distribution of the points allotted to the selection criteria (weighted) before the selection process is applied.

An employee cannot hold two (2) part-time positions.

A new employee obtains a position left vacant after posting unless otherwise provided in the collective agreement.

7.06 Vacancy created following the granting of a position

The vacancy created by the promotion, transfer or demotion following the first posting, must also be posted and the position is granted according to the provisions of this article and clauses 15.06 to 15.13 of the provincial provisions of the collective agreement.

7.07 Creation and operating procedure of a registry of positions

The registry of positions is an exceptional measure to the regular application procedure and its purpose is to allow an employee, during an absence stipulated in the collective agreement, to register as an employee interested in all the posted positions.

An employee wanting to register in the registry of positions must do so by completing the form provided for this purpose. A registration in the registry of positions is only valid during the employee's absence. A registration in the registry of positions is considered as an automatic application for the positions concerned.

An employee can remove her application from the registry of positions at any time. The Employer makes the information concerning the registry of positions available to the Union (in a digital format when available).

7.08 Time period for posting an appointment to a position

The Employer posts all appointments within twenty (20) days of the end of the posting period, and this, for a period of ten (10) days. The Employer notifies the employee of her appointment in writing. The Employer makes the appointment notice available to the Union.

The employee begins in her new position no later than thirty (30) days after her appointment.

7.09 Initiation and trial period

The employee to whom the position is granted is entitled to an initiation and trial period of a maximum of thirty (30) workdays. However, the employee who obtains a position with a job title requiring a university degree according to the list of job titles, is entitled to an initiation and trial period of sixty-five (65) workdays.

If the employee is maintained in her new position at the end of this trial period, she is deemed to satisfy the normal requirements of the job at that time.

The employee who decides, during this period, to return to her former position or who returns to her former position at the Employer's request, does so without prejudice to her rights acquired in her former position. The employee covered by Appendix 1 of the provincial provisions of the collective agreement who, during this period, decides to return to the availability list or does so at the Employer's request, does so without prejudice to her acquired rights on this availability list.

If there is a return to the former position or the availability list, as the case may be, the Employer reposts the position according to the stipulated conditions.

7.10 Specific procedure for granting part-time positions

This procedure applies to the granting 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 full-time and part-time positions in this centre of activities from having one (1) weekend off out of two (2), that the remaining number of days of the part-time position are never less than four (4) workdays per fourteen (14) days, and that this does not engender an increase in overtime, including by the application of clause 19.02 of the provincial provisions of the collective agreement.

1. As soon as a part-time position becomes vacant or is newly-created, the Employer notifies the Union in writing, provides the details stipulated in the clause on the details to appear on a posting and proceeds according to the following steps:

a) In centres of activities with no shift rotation:

- i)** The position is offered in the said centre of activities by order of seniority to part-time employees in this centre of activities, with the same job title and working on the same shift. The workdays of the position are granted, in whole or in part, by seniority to the employee who, by the addition of these workdays, becomes a full-time employee;
- ii)** If there remain one (1) or more workdays not taken, this or these days is or are offered by order of seniority to the other employees in the centre of activities concerned providing all the remaining workdays are completely taken by this or these employees. Otherwise, the workdays not taken become a new part-time position composed of a minimum of four (4) workdays per fourteen (14) days and is posted according to the regular procedure stipulated in this article;
- iii)** If no part-time employee wants or is able to become a full-time employee by adding the workdays offered, the workday(s) of the position are offered by order of seniority to part-time employees in this centre of activities providing all the workdays of the position are completely taken by one (1) or several employees. Otherwise, the part-time position with a minimum of four (4) workdays per fourteen (14) days is posted according to the regular procedure stipulated in this article.

- b) In centres of activities with shift rotation, the above-mentioned provisions apply, except for what follows, and providing this does not increase shift rotation:
 - i) If the vacant or newly-created position is a permanent-shift position, only part-time employees with the same permanent shift can be offered the workdays of the position;
 - ii) If the vacant or newly-created position is a position subject to shift rotation, all part-time employees on rotation are offered the workdays of the position.
- 2. After the application of this specific procedure, the Employer, sends a written confirmation of the new position to the employee and to the Union within thirty (30) days, indicating the status and the number of workdays per two (2) week period.
- 3. When a part-time position becomes vacant or is newly created in a centre of activities in more than one facility, the specific procedure for granting part-time positions only applies to the part-time employees in the same facility.

7.11 Outside the certification unit

A position immediately superior to those covered by the accreditation certificate or any vacant or newly-created position in another certification unit must be posted according to the usual practice.

At the same time, the Employer sends the Union a copy of the posted position. The Employer also sends a copy of the candidates received from the certification at the end of the posting period.

An employee can, before applying for this position, review the list of candidates from the certification unit.

The employee to whom the position is awarded is entitled to an initiation and trial period of a maximum of sixty (60) workdays. During this period, she may return to her former position covered by the certificate of accreditation, without prejudice to her acquired rights.

7.12

Temporarily outside the certification unit

The following conditions apply to the employee who temporarily fills a position outside the bargaining unit in accordance with clause 3.13 of the provincial provisions of the collective agreement, and this, throughout the term of her assignment:

- a)** an employee who temporarily fills a position outside the bargaining unit does so for a period not to exceed twelve (12) months, only when the Employer replaces this employee in accordance with the provisions of Article 6 of the local provisions of the collective agreement;
- b)** the Employer continues to deduct the union dues, in accordance with Article 5 of the provincial provisions of the collective agreement;
- c)** the employee chooses her vacation, statutory holidays, etc. with the management personnel or in the other certification unit;
- d)** the employee can decide to return to her position at any time during her assignment. She must inform the Employer in writing at least fifteen (15) days in advance;
- e)** the Employer may also end this assignment by informing the employee in writing, at least fifteen (15) days in advance. A copy of this notice is sent to the Union;
- f)** the employee who does not return to her position at the end of her assignment is deemed to have resigned from her position;
- g)** the employee who fills a position on a temporary basis is informed in writing.

ARTICLE 8 BUMPING PROCEDURE

8.01 General principles

In the case of bumping and/or layoff and the special measures mentioned in Article 14 of the provincial provisions of the collective agreement, the seniority of each employee determines the employee that the bumping procedure can affect. The general principles set out in the provincial provisions of the collective agreement apply.

For the purpose of application of this article, compound positions are considered to be in the centre of activities as set out in clause 7.02 of the local provisions of the collective agreement.

For positions with two (2) shifts, the employee with a day-evening position and who must bump must do so in another day-evening position and the employee with a day-night position and who must bump must do so in another day-night position, except if a condition in one of the bumping steps stipulates that she can bump another shift.

8.02 Abolition of positions

When the Employer chooses to abolish one or several non-vacant positions, the employee with the least seniority in a job title, shift, status, and in a given centre of activities is the one affected.

8.03 Application

The conditions of application of the bumping procedure are the following:

Step 1

The parties meet to evaluate the alternatives likely to reduce the impacts of bumping and immediately evaluate the positions left vacant after posting and make them available.

The employee affected by the bumping procedure may, before each step, when applicable, accept a position left vacant after posting in all centres of activities where she can bump an employee with the same job title, status and shift. In all cases, the employee must meet the normal requirements of the job.

Step 2

The employee concerned may bump, in another centre of activities in her facility, providing she meets the normal requirements of the job, an employee with the same job title, status and shift, with the least seniority or bump in the same centre of activities the employee with the same job title, status, on another shift with less seniority and so forth.

The employee who cannot bump in another centre of activities in her facility or on another shift in her centre of activities bumps as stipulated in Step 3.

Step 3

The employee concerned may also bump in another facility, providing she meets the normal requirements of the job, the employee with the same job title, status and shift, with the least seniority.

However, the employee in a job title and status with the least seniority on a given shift may also choose to use the fourth step in the event bumping is possible instead of bumping according to the above-mentioned rules.

Step 4

The employee who cannot use the third step may bump in another job title in the same job-titles group providing she meets the normal requirements of the job, in the same status, shift or another shift, the employee with the least seniority, according to the same rules stipulated in Step 3.

The employee with the least seniority on a shift who chose at the third step to use this step bumps according to the same rules except that she can only bump an employee on the same shift.

8.04

Failing to use the above-mentioned procedure when it is possible for her to do so, the employee is deemed to hold a position with four (4) workdays per fourteen (14)-day period if such a position has been left vacant after posting or a float team position if the Employer offers it. Failing to accept such a position when offered, the employee is deemed to have resigned.

However, the employee covered by Appendix 1 in the provincial provisions of the collective agreement who refuses to use the above-described procedure when it is possible to do so is considered to be on the institution's availability list.

Each employee thus bumped may exercise her seniority rights in the manner described in this article providing that 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 incumbent of a position with an equivalent or greater number of work hours than that of the position she held. She may also bump a part-time employee who holds a position with fewer work hours than that of the position she held.

8.05 A part-time employee can bump a full-time employee according to the procedure set out in this article, if she was not able to bump another part-time employee, after the application of all the steps stipulated in this article. 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 stipulated in this article if she was not able to bump another full-time employee after the application of the entire procedure set out in this article.

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 this article except for the type of status.

8.06 The employee concerned by the application of the clauses in this article receives a written notice and is entitled to three (3) workdays to make her choice.

Unless there are provisions stipulated in the provincial provisions of the collective agreement, the employee on a leave stipulated in the local or provincial provisions of the collective agreement and covered by the bumping procedure during this absence must make her bumping choice without waiting to return to work except if the employee can demonstrate that it is impossible for her to do so.

The Employer consults the Union to determine the list of choices to include in the notice based on all the steps. A copy of the notice sent to the employee is given to the Union twenty-four (24) hours in advance.

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

ARTICLE 9 WORKING HOURS AND WEEKLY SCHEDULE

9.01 Regular week

The regular workweek of employees is based on the number of weekly hours stipulated in the list of job titles, descriptions, salary rates and scales in the health and social services network, divided into five (5) days.

A workday for the full-time and part-time employee is seven (7) hours or seven and one-quarter (7.25) hours. In the centres of activities where the shift overlap applies, a workday is seven and one-quarter (7.25) hours or seven and one-half (7.50) hours.

9.02 Division of the week

For calculation purposes, the workweek is based on the calendar week. The calendar week extends from 00:00 on Sunday to 23:59 on Saturday.

9.03 Meal period

The time allotted for meals is a minimum of forty-five (45) minutes and a maximum of sixty (60) minutes.

The time allotted for meals is set by the immediate superior based on the needs of the centre of activities and, if possible, based on the employees' preference.

An employee is not obliged to take her meal in the institution unless the Employer so requires. In such a case, the employee is paid according to the rate stipulated in the provincial provisions of the collective agreement.

9.04 Rest period

The time the rest periods are taken is determined by the immediate superior based on the needs of the centre of activities and, if possible, based on the employees' preference.

An employee cannot take her rest periods at the beginning or at the end of her workday.

Employees may add their rest periods to their meal periods after agreement with the immediate superior.

9.05 Weekly days off

All employees are granted two (2) complete days off per week, consecutive if possible. The words, “days off”, mean a continuous period of twenty-four (24) hours.

At the request of an employee on the night shift, the Employer may grant, after agreement with the latter, four (4) consecutive days off per two (2) weeks of work.

9.06 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 consecutive weekend.

For the purpose of this clause, a weekend refers to Saturday and Sunday.

These weekends are distributed alternately and equitably among the employees of all job titles in the same job-titles group as defined in the local provisions of the collective agreement set out in Article 1, in the same centre of activities.

9.07 Exchange of schedule

Two (2) employees with the same job title and in the same centre of activities can trade their days off and schedule as established, with the agreement of their immediate superior, who cannot refuse without valid reason. The provisions of Article 19 (overtime) in the provincial provisions do not apply in this case.

9.08 Posting of the schedule

The work schedule is drawn up by the Employer based on the needs of the centre of activities and, if possible, the preferences expressed by the employees.

The proposed work schedules, including days off and shifts are determined by the Employer, based on the needs of the centres of activities and taking into account the preferences expressed by the employees. They are posted at least five (5) weeks in advance in the usual places, for two (2) weeks and cover at least four (4) weeks.

The work schedule is made available at least seven (7) days in advance and covers at least four (4) weeks.

The parties may agree to draw up a twelve (12)-week work schedule for the summer period.

9.09 Modification of the schedule

The Employer cannot modify the schedule without a prior notice of seven (7) calendar days, unless the employee(s) involved agree.

9.10 Reorganization of the schedule

The parties may modify 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 a week, while totalling for one (1) week, two (2) weeks or four (4) weeks, the number of hours equivalent to that stipulated in her job title. This type of reorganization cannot at any time result in overtime.

The parties may agree, at any time, to any other form of organization of working time.

9.11 Shift rotation

If there is a shortage of permanent personnel on the evening or night shift, shift rotation is done based on the centre of activities, first considering the employees who volunteer or failing this, in turn among the employees.

In the centres of activities where there is shift rotation among the employees, the Employer grants a permanent shift on the evening or night shift to the employee who so requests. In this case, the employee is not subject to the system of rotation, unless it is absolutely necessary. At her request, the employee may return to the system of rotation.

In the cases stipulated in the preceding paragraph, the employee must give the Employer four (4) weeks' prior notice and the Employer will post it in the centre of activities. During this notice period, the employees in this centre of activities may apply for the permanent evening or night shift and, at the end of this period, the shift is granted to the employee who has the most seniority among those who apply.

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 four (4)-month period, an employee must 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 Union. The starting point of this period is determined by the Employer and Union.

9.12 Refreshing of techniques

For the purpose of providing the employees with the opportunity to refresh their techniques, employees on permanent evening or night shifts for one (1) year are assigned, at their request, to the day shift, after agreement with the Employer regarding the dates, or at the Employer's request, for a period not exceeding ten (10) continuous workdays a year.

9.13 Control of working time

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

9.14 Split shifts

An employee is not subject to split shifts.

ARTICLE 10 CONDITIONS GOVERNING TIME COMPENSATION FOR OVERTIME WORK, RECALL AND STANDBY DUTIES

10.01 Equitable distribution

If overtime is required, the Employer offers it to available employees, in turn, so as to distribute it equitably among the employees who normally do this work. Priority for the offered overtime is as follows:

1. to incumbents of positions in the centre of activities where the overtime is needed;
2. to other employees in the centre of activities where the overtime is needed;
3. to employees in the facility where the overtime is needed;
4. to employees in the institution's other facilities.

It is understood that in turn applies to each level identified above.

Once the employee has accepted, the Employer cannot remove this work from her without a prior notice of twenty-four (24) hours, unless the employee agrees.

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

During the posting of the proposed schedule and until the schedule is posted, an employee registered on the overtime availability list may agree to be assigned in advance.

It is the employees' responsibility to express their availability for overtime on the form provided for this purpose. The employee may modify her availability for overtime with a prior notice of seven (7) days.

However, in unforeseen cases and in emergency situations or two (2) hours before the beginning of an overtime shift, the Employer may offer the overtime to the employees on site.

10.02 Availability (on-call) in turn

When the needs of a centre of activities require personnel on availability (on-call), the employees are on-call in turn unless:

- a) a sufficient number of employees volunteer. For the purpose of application of this paragraph, float team employees who have been called frequently to replace employees in the centre of activities may volunteer;

- b) an insufficient number of employees have volunteered to cover all the needs, in which case, the other employees are only called upon to fill the remaining needs.

After agreement with her immediate superior, an employee who has worked more than half a shift when she was on call may have her following shift reorganized to allow her to have a reasonable rest period if the needs of the centre of activities so permit.

The Employer only has to respect the volunteers for overtime according to clause 10.02 a) if the employee can get to the institution within thirty (30) minutes.

10.03 Availability (on-call) at home or the institution

An employee on call who does not have to remain in the institution informs the Employer where she can be reached. However, this location must allow the employee to get to the institution within thirty (30) minutes.

The Employer endeavours, when possible, to make a parking space available for the employee on call, according to the provisions on travel allowances set out in the provincial and local provisions.

10.04 Availability (on-call) at the institution

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

10.05 Pager or cellular telephone

The Employer provides a functional communication device to the on-call employee. The employee ensures the proper functioning of this communication device.

10.06 Recall during a meal

If an employee is urgently called back to work while taking her meal break, she is exempted from paying again for a meal after she has responded to the emergency.

ARTICLE 11 STATUTORY HOLIDAYS, FLOATING HOLIDAYS AND ANNUAL VACATION

11.01 Statutory holidays

An employee is entitled to the following statutory holidays:

- F1 Canada Day;
- F2 Labour Day;
- F3 Thanksgiving;
- F4 Remembrance Day (floating holiday);
- F5 Christmas;
- F6 Christmas Eve or Boxing Day;
- F7 New Year's Day;
- F8 New Year's Eve or day after New Year's;
- F9 The 2nd Friday of February;
- F10 Good Friday;
- F11 Easter Monday;
- F12 Patriot's Day;
- F13 Québec National Holiday.

The Employer sends the Union the list of specific dates for these holidays by June 30th every year.

When the Employer decides that the F6 holiday will be Christmas Eve for a given year, the F8 holiday must be New Year's Eve. The same principle applies if the Employer decides that the holiday will be Boxing Day.

The floating statutory holiday is acquired at the time set out in the first (1st) paragraph of clause 11.01. However, it is possible for the employee to take her floating holiday at any time between July 1st and June 15th of the following year, even if it has not yet been acquired. In the event the employee leaves, changes status or is absent and the collective agreement does not permit the accumulation of statutory holidays during the absence, and the employee has taken the floating holiday by anticipation, the Employer recovers the over payment based on the employee's presence at work.

11.02 Equitable distribution

The Employer must distribute statutory holidays equitably among the employees of the same job-titles group in the same centre of activities.

All employees will have at least Christmas Day or New Year's Day during which they cannot be obliged to work.

To grant these holidays, the parties may decide that employees will be off alternately each year, unless the latter agree otherwise.

An employee is entitled to take a minimum of five (5) consecutive days off at Christmas or New Year's. After agreement with the Employer, the employee adds statutory holidays, compensatory holidays and/or weekly days off to her Christmas Day or New Year's Day statutory holiday.

However, if an employee wants to work the Christmas and New Year's statutory holidays, she must make this request in writing and the Employer may grant it taking into account the needs of the centre of activities.

11.03 Compensatory holiday (postponement of a statutory holiday)

An employee can accumulate a maximum of five (5) compensatory holidays in a bank and she must agree with the Employer on the time they will be taken. A compensatory holiday must be taken between July 1st and June 15th each year.

In the event it is impossible to authorize the date the employee has requested for the holiday, the immediate superior and employee must agree on a new date together.

The Employer endeavours to grant the compensatory holiday with a weekend off. It is also possible to put three (3) compensatory holidays together after agreement with the immediate superior.

11.04 Floating holidays

The floating holidays stipulated in the provincial provisions of the collective agreement are taken on the dates agreed between the employee and immediate superior.

11.05 Annual vacation

The period between June 1st and September 30th of each year is considered as the normal annual vacation period. The Employer cannot force an employee to take her vacation outside of the normal annual vacation period.

An employee can take her annual vacation outside the normal vacation period after agreement with the Employer, who cannot refuse without valid reason. No annual vacation is granted for the week of Christmas and week of New Year's, except for the sectors where the centre of activities is closed or activities are reduced.

An employee working in schools must take her vacation in the periods when school activities are interrupted based on the school calendar in effect.

11.06 Posting and registration

The Employer posts a list of employees with their seniority and quantum of annual vacation to which they are entitled, with a registration sheet, by March 1st for employees who want to take their vacation during the normal vacation period. The employee registers her preference by March 15th.

The Employer makes the registration sheet and the quota of employees who can take their vacation at the same time available.

The Employer posts a second list by September 1st for employees who want to take their vacation outside the normal annual vacation period and the employees register their preference by September 15th.

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

An employee may choose to split up one (1) week of annual vacation, in which case these days are taken outside the normal annual vacation period and after agreement with the Employer.

An employee entitled to more than twenty (20) workdays of annual vacation under Article 21 of the provincial provisions of the collective agreement, may take the additional days split up or consecutively.

11.07 The Employer determines the date of annual vacation, taking into consideration the preferences expressed by the employees and their seniority, but applied by job-titles group except for the assistant-head-nurse, assistant to the immediate superior (2489) and nurse clinician assistant-head-nurse, nurse clinician assistant to the immediate superior ((1912), by centre of activities and shift where they hold a position or in the centre of activities where they are assigned for more than twenty-eight (28) days.

At the employee's request, the annual vacation period begins or ends with a complete weekend off.

The Employer makes the list of vacation choices and annual vacation schedule available to the Union.

11.08 Posting of the vacation schedule

The annual vacation schedule is posted by April 1st for the normal annual vacation period and no later than October 1st for the period outside the normal period. The annual vacation schedule cannot be modified and is available for the entire annual vacation period.

11.09 Exchange of annual vacation

By mutual agreement, two (2) employees with the same job title, in the same centre of activities, can exchange their annual vacation date, after agreement with their immediate superior.

11.10 Postponement of annual vacation

An employee who is unable to take her annual vacation at the scheduled time because of illness, work accident, employment injury or protective reassignment of the pregnant or breast-feeding worker, occurring before her vacation period begins, may postpone her annual vacation period to a later date. However, she must notify her Employer before the date scheduled for her annual vacation period, unless it is impossible to do so as a result of her physical incapacity, in which case her annual vacation is postponed automatically. In this last case, the employee must prove that such notification was impossible as a result of her physical incapacity, as soon as possible. In all cases of postponement of annual vacation, the Employer determines the new date for annual vacation when the employee returns, but taking into account her expressed preference.

11.11 Annual vacation of spouses

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

11.12 Payment of vacation pay

Vacation pay is paid to the employee according to the same conditions as the normal pay periods unless the employee makes a specific request for advance vacation pay when she registers her choice of annual vacation. In this case, annual vacation pay is remitted to the employee with the pay preceding her departure on annual vacation.

ARTICLE 12 LEAVES WITHOUT PAY

12.01 Leave without pay or part-time leave without pay to teach in an educational institution recognized by the Ministry, a school board, CEGEP or 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 may obtain, upon written request at least thirty (30) days in advance, a leave without pay or part-time leave without pay of a maximum of twelve (12) months to teach in a sector related to her profession.

In the same way and for the above-mentioned purposes, an employee may obtain, after agreement with the Employer, a part-time leave without pay by reducing her number of workdays per two (2)-week period.

Before the end of this leave without pay, or part-time leave without pay, and after agreement with the Employer, this leave can exceptionally be renewed for twelve (12) months at the most.

The position of the employee on leave without pay will not be posted and will be considered as a position temporarily without an incumbent as defined in Article 4 of the local provisions of the collective agreement for a maximum of one (1) year.

12.02 Leave without pay or part-time leave without pay to study

After agreement with the Employer, the employee may obtain, after written request at least thirty (30) days in advance, a leave without pay or part-time leave without pay of a maximum of twenty-four (24) months for the purpose of pursuing studies related to her profession. This leave may be continuous or divided into two (2) or three (3) absences without pay spread over a period not to exceed thirty-six (36) months.

In the same way and for the above-mentioned purposes, an employee may obtain, after agreement with the Employer, a part-time leave without pay by reducing her number of workdays per two (2)-week period.

12.03 Leave without pay for civic duties

An employee who assumes civic duties may obtain a leave without pay with conditions and length as stipulated in the different laws in effect.

12.04 Leave without pay for marriage or civil union

An employee who benefits from a leave with pay for marriage or civil union may add one (1) week of leave without pay.

This leave without pay for marriage or civil union is granted providing the employee makes the request at least four (4) weeks in advance. This leave may not immediately precede or follow annual vacation if it is scheduled during the normal annual vacation period. When an employee who benefits from this paid leave adds one (1)-week leave without pay to it and she is entitled to a leave without pay of four (4) weeks stipulated in clause 12.05 of the local provisions of the collective agreement, the latter is reduced for the period concerned by the equivalent of the week without pay.

12.05 Leave without pay

After agreement with the Employer, the employee with at least two (2) years of service, may obtain, once (1) a year and outside the normal annual vacation period, a leave without pay of a maximum of four (4) weeks, providing she makes the request in writing at least one (1) month in advance.

This leave without pay can be divided into four (4) periods, each one being a minimum of one (1) week.

The Employer must give an answer in the fifteen (15) days following receipt of the employee's request.

After agreement with the Employer, the employee who holds a position and with at least five (5) years of service may obtain, once (1) every five (5) years, a leave without pay of a maximum of fifty-two (52) weeks including the leave without pay stipulated in the first paragraph of clause 12.05.

To obtain this leave, the employee must make the request in writing to the Employer sixty (60) days in advance, specifying the length of this leave.

The Employer must respond in writing in the twenty (20) days following the employee's request.

The employee may apply for a position and obtain it in accordance with the local provisions of the collective agreement providing she can start in the position in the thirty (30) days following her appointment.

12.06

The following conditions apply to leaves without pay that exceed four (4) weeks:

a) Annual vacation

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

b) Sick-leave days

The sick-leave days accumulated at the time the leave without pay begins under Article 23 of the provincial provisions of the collective agreement, are credited to the employee and are paid according to Article 23 of the provincial provisions of the collective agreement.

c) Return

The employee must, thirty (30) days before the end of her leave, inform the Employer of her intention to return to work, failing which she is considered to have voluntarily abandoned her job.

The employee can end her leave without pay before the planned date and return to her position providing she informs the Employer at least thirty (30) days in advance. In this case, the employee is reintegrated as of the schedule drawn up following her notice of return.

In the event that the position of the employee on leave without pay is no longer available, the employee may obtain a vacant or newly-created position by complying with the local provisions of the collective agreement. If there is no vacant position, the employee can use the procedure stipulated in the bumping and/or layoff procedure.

However, an employee covered by Appendix 1 of the provincial provisions of the collective agreement who refuses to use the procedures described above when it is possible for her to do so is deemed to be on the institution's availability list.

12.07

Leave without pay by exchange of positions

After agreement with the Employer, the employee with at least one (1) year of service may obtain a part-time leave of a minimum of two (2) months and a maximum of fifty-two (52) weeks with a written request made four (4) weeks in advance.

To benefit from the part-time leave, the employee must be able to exchange her position for the position of another employee in the same job title and same centre of activities. The exchange is done providing the employees concerned meet the normal requirements of the job for the positions to be exchanged.

The exchange is done according to the employees' seniority.

At the end of this leave, the employees involved in the exchange of positions return to their respective positions. If, during the period scheduled for the leave, one of the employees ceases to be the incumbent of her position, the part-time leave ends unless there is an agreement between the parties to define other conditions.

12.08 Part-time leave without pay

After agreement with the Employer, the employee with at least one (1) year of service may obtain, once (1) every five (5) years, a part-time leave without pay of a minimum of eight (8) weeks and a maximum of fifty-two (52) weeks. The employee specifies the length of the leave in her request. This part-time leave without pay cannot be more than three (3) days per week or six (6) days per two (2) weeks.

To obtain such a leave, an employee must request it in writing at least four (4) weeks before the expected date of departure, specifying the length of the requested leave.

Once the leave is granted, its length and conditions may not be changed without the consent of the Employer and the employee concerned. However, if during the period scheduled for the part-time leave without pay, the employee obtains a new position, her part-time leave without pay ceases when she begins work in the new position.

12.09 Leave without pay for humanitarian assistance

After agreement with the Employer, the employee with at least five (5) years of service may obtain a leave without pay of a maximum of sixty (60) days, once every five (5) years, after a written request at least ten (10) days in advance, to participate in humanitarian work or work for a humanitarian assistance agency.

To obtain such a leave, the employee must make the request in writing at least ten (10) days before the date of her scheduled departure, specifying the length of the requested leave.

12.10 Leave without pay to take an exam

At the employee's request, the Employer may grant a leave without pay of a maximum of five (5) days to prepare for or take one or more exams required by her professional order.

ARTICLE 13 HUMAN RESOURCES DEVELOPMENT

13.01 Statement of principle and definition

The expression “human resource development” refers to the integrated and continuous process by which the employee acquires knowledge (learning), additional skills, develops skills (know-how) and improves attitudes (life skills) required in the performance of her current and future duties.

Human resources development is aimed at responding to the needs of the institution and needs of employees affected by the institution’s missions and evolving orientations of the network with the goal of better delivery of services in response to the needs of the clientele.

Human resources development is implemented by various developmental activities as part of the institution’s human resources development plan.

13.02 Human resources development plan

By means of the institution’s human resources development parity committee and in the context of the human resources development plan (HRDP), the Employer’s representatives develop, with the participation of union representatives, the activities plan for meeting the institution’s and employees’ needs, according to the conditions defined in clause 13.05.

This plan includes the following programs:

a) Welcome and orientation program

The Employer develops the content and terms of application of the welcome and orientation program. The Employer recognizes that the content of the program differs based on the care programs. The Employer gives a copy of the final version of the program to the Union and the program is conducted in two phases;

i) Orientation of newly-hired employees

The Employer establishes a welcome and orientation program for newly-hired employees. The welcoming and orientation program enables newly-hired employees to integrate the organization and become familiar with their new duties and workplace. This program must begin on the first day of employment and the probation period stipulated in Article 3 of the local provisions of the collective agreement begins once this program is completed.

The welcome and orientation activities are organized using the Employer’s resources and are not charged to the human resources development budget set out in the provincial provisions of the collective agreement.

ii) Orientation of float team and availability list employees

The orientation program for float team and availability list employees enables them to integrate and become familiar with the work environment where there are assignment needs.

When, for the purpose of eventual assignments in a specific centre of activities, the Employer decides to offer an orientation program to employees, it is offered to employees on the float team or availability list.

If it is decided to offer the program to float team employees, it is done in order of seniority among the employees who satisfy the normal requirements of the job. If it is decided to offer the program to employees on the availability list, it is done in the same manner.

b) Adaptation program for employees affected by a transformation of the network

The Employer organizes a program of adaptation activities, as needed, for employees who, in the context of the transformation of the network, are reassigned or affected by a change in work or even a transformation of the administrative organization or organization of work, after consulting the Union. These activities enable the employee to acquire the qualifications, additional theory and techniques necessary for performing the new duties which will be given to them. These activities are accessible when there are special measures, bumping or reassignment. These activities are organized directly from the resources allotted to in-service training.

c) In-service training program

The in-service training program enables employees:

- i)** to maintain the skills needed for the performance of their duties, in particular when new approaches in care, devices or techniques are introduced;
- ii)** to acquire greater competency by way of more advanced training in fields or disciplines related to the delivery of health services;
- iii)** to develop new knowledge in the nursing and cardio-respiratory fields.

This program is financed by the budget allotted to human resources development stipulated in Article 16 of the provincial provisions of the collective agreement. This budget is used for the reimbursement of salaries, fringe benefits, tuition costs and travel and living expenses of employees in training sessions.

d) Updating and professional improvement program

Updating and professional improvement activities are activities with the purpose of enabling employees:

- i) to refresh their theoretical and practical knowledge;
- ii) to acquire additional theoretical and practical knowledge useful in carrying out their tasks due to the evolution of knowledge, work instruments, work or intervention methods or evolution of problems related to carrying out the tasks entrusted to them.

13.03 Schedule

The Employer arranges the schedule of the evening and night employee to respect the provincial provisions of the collective agreement regarding the minimum interval.

13.04 Human Resources Development Joint Committee

The human resources development committee is set up no later than sixty (60) days after the signature of these local provisions:

This committee is composed of two (2) union representatives and two (2) Employer representatives. The parties may be accompanied by additional representatives.

The operation and conditions for meetings are determined by the committee. The members of the committee appointed by the Union are released from work according to the conditions set out in clause 6.16 of the provincial provisions of the collective agreement. The human resources development committee's mandate is to make recommendations to the Employer on the different aspects of the human resources development plan, notably in:

- a) identifying the needs linked to human resources development;
- b) developing the activities plan in in-service training, after consulting the employees, which must ensure an appropriate response to the identified needs;
- c) distributing the amounts set out for in-service training among the employees in the different work environments taking into account the priority needs identified by the Employer and considering the employees' preferences;
- d) determining the conditions for applying this plan;
- e) determining the selection criteria for the employees who will benefit from it.

13.05 Budget, report and use of the human resources development budget

The Employer sends a report on the activities carried out to the Union, including the monies spent, within a ninety (90) days of the reference year set out in the provincial provisions of the collective agreement. The Employer submits a provisional report three (3) times a year.

The report must include:

- a)** the monies used with details;
- b)** the remaining monies deferred, when applicable;
- c)** the number of participants by job-titles group;
- d)** the list of participants;
- e)** the date and subject of the training given;
- f)** the name of the instructors (when available).

Moreover, every year, the Employer must send the amount available determined in accordance with the budget as set out in Article 16 of the provincial provisions as well as Letter of Understanding No. 14 of the provincial provisions of the collective agreement.

ARTICLE 14 ACTIVITIES WITH USERS OUTSIDE THE INSTITUTION

- 14.01** The specific working conditions applicable to the employee who accompanies users to an outside activity of more than twenty-four (24) hours are first determined by a specific agreement between the Employer and Union.

ARTICLE 15 LOCAL COMMITTEES

- 15.01** The parties may agree to set up one (1) or more local committees to discuss and consult on topics of local interest. The operating conditions, mandates and composition of these committees are determined between the parties.

ARTICLE 16 RULES OF CONDUCT BETWEEN THE PARTIES

- 16.01** The Employer and Union encourage relations characterized by civility and respect.
- 16.02** Starting with the values advocated by the organization, the Union and Employer agree to establish operating rules fostering relations that respect the Employer's management rights and the right to union life.
- 16.03** The Union gives the list of its local units to the Employer for the smooth running of labour relations.

ARTICLE 17 POSTING OF NOTICES

17.01 Bulletin boards

The Employer provides the Union with twenty-eight (28) locked boards for its exclusive use distributed equitably in the institution's facilities.

The Employer determines the location of the union bulletin boards after consulting the Union.

17.02 Notice

The posted documents must not contain statements directed against the parties in question, their members and representatives.

ARTICLE 18 PROFESSIONAL ORDERS

18.01 Registration with the Order

Every employee must belong to the professional order stipulated for her job title.

18.02 Temporary restriction of the right to practice

The Employer may grant a leave without pay to an employee who has had her right to practice suspended by her professional order. The conditions applicable to this leave without pay are those stipulated in clause 12.05 of the local provisions of the collective agreement for a leave without pay of four (4) weeks or less or leave without pay of a maximum of fifty-two (52) weeks. If the employee's professional order requires an internship as a condition for readmission, the Employer may decide to accommodate the employee, at her request, by giving this internship in the institution.

ARTICLE 19 PROFESSIONAL PRACTICE AND RESPONSIBILITY

19.01 Statement of principles

The Employer carries out its leadership, administrative and management roles in a manner compatible with the provisions of the applicable codes of ethics.

The parties recognize the principles set out in the code of ethics of the order that governs the employee's profession, the institution's code of ethics and obligations under an *Act respecting health services and social services* (LSSSS) as the basis for their actions.

19.02 Medically-assisted dying

The parties recognize the employees' rights and obligations under the application of an *Act respecting end-of-life care* (Chapter S-32.0001).

19.03 Signature of a document

Any technical or professional document prepared by an employee or under her direction must be signed by the employee.

The Employer holds the copyright for any technical document written by an employee in the performance of her duties. The Employer has the exclusive right to produce, reproduce or publish, in whole or in part, the technical document written by an employee.

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 centre of activities where she works will appear on this document.

19.04 Modification of a document

Notwithstanding the preceding clause, an employee cannot be obliged to modify a document that she has signed and that she believes to be professionally correct. The employee may remove her signature in the event the said document is modified without her permission.

19.05 Support for the employee

The Employer endeavours to offer the support deemed appropriate, at a determined time, to the employee who informs the Employer she is having difficulty in meeting the duties and obligations of her profession.

Such support can be in the form of a mentoring measure in her work or, when applicable, another measure determined by the Employer after consulting the employee.

ARTICLE 20 TRANSPORTATION OF USERS

20.01 An employee who accompanies a beneficiary away from her home base receives the following remuneration and allowances:

- a)** She is considered at work for the time during which she accompanies the user. She is then paid according to the provincial provisions of the collective agreement, including the overtime rate if the duration of this work and/or the period of accompaniment exceeds the regular workday;
- b)** Once she has left the user, she must return to her home base as soon as possible and by the means of transportation determined by the Employer. For the duration of the return trip, the employee is also considered at work and she is then paid according to the terms set out in subparagraph a) of this article. However, when it is a trip of more than 100 km from her home base, she is considered, during the waiting period preceding the return trip, as being on availability and receives the availability (on-call) allowance according to the provisions set out in the provincial provisions of the collective agreement.
- c)** The Employer reimburses the employee for her travelling and lodging expenses according to the conditions of this article and Article 26 of the provincial provisions of the collective agreement;
- d)** For any trip than one (1) day or more, the Employer will ensure that the employee, at her request, has a sufficient rest period before resuming her regular shift.

20.02 Reimbursement of expenses under this article is done upon presentation of supporting documents and as soon as possible.

ARTICLE 21 LOSS AND DESTRUCTION OF PERSONAL BELONGINGS

- 21.01** 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.
- 21.02** The employee must submit her claim to the Employer no later than seven (7) days after the incident, unless it is impossible for her to do so during this time period. The Employer reimburses the amounts spent once the supporting documents are submitted.
- 21.03** When the destruction or loss of a personal belonging in the course of her duties prevents an employee from performing her work, she may be absent, without loss of salary, for the time required to tend to the replacement of this personal belonging, for the remainder of the shift during which this personal belonging was destroyed. However, in these specific situations, the Employer may, after agreement between the parties, authorize a one-time absence for one or more shifts without loss of salary to tend to the replacement of the personal belonging.

ARTICLE 22 UNIFORMS

- 22.01** The Employer continues to provide uniforms to the employees that were provided on the date these local provisions go into effect. The Employer gives the Union the list of centres of activities and job titles for which uniforms are required at the signature of the local provisions of the collective agreement.
- 22.02** When the Employer requires a uniform be worn, it is provided and maintained at the Employer's expense, unless there are exceptions agreed by local agreement.
- 22.03** The Employer informs the Union within thirty (30) days when the Employer wants to change the established list and consults the Union on the conditions of application.

ARTICLE 23 LOCKER ROOM AND DRESSING ROOM

23.01 Locker room

The Employer provides the employees with lockable lockers for their clothes, insofar as this is possible.

23.02 Dressing room

The Employer provides a suitable dressing room for the employees insofar as the institution's premises allow.

ARTICLE 24 PAYMENT OF SALARIES

24.01 Pay slip

The Employer inscribes on the pay slip:

- the Employer's name;
- the employee's name and first name;
- the employee number;
- the job title;
- the accumulated seniority;
- the centre of activities;
- the date of the pay period and payment date;
- the cheque number;
- the number of hours paid at the regular rate;
- the overtime worked during this period;
- the accumulated overtime hours, if applicable;
- the nature and amount of the premiums, indemnities, allowances or supplements paid as well as the number of hours for premiums, when applicable;
- the hourly rate;
- the gross salary;
- the nature and amount of the deductions made;
- the net salary;
- the number of accumulated sick days, annual vacation days and floating holidays;
- the statutory holidays in the bank.

The Employer must present, on separate pay statements, the amounts paid as back pay, when applicable, vacation pay advances, when applicable, and unused sick-leave days at the time they are converted to cash.

24.02 Pay period

Salaries are paid every two (2) weeks by bank transfer according to the pay calendar established by the Employer. The Employer consults the Union before any change is made to the pay system, including the frequency and method of payment.

24.03 Error on the pay

In the event of an error in pay of forty dollars (\$40) or more attributable to the Employer, the latter agrees to correct this error within five (5) workdays of the employee reporting the error.

In the event of an error on the pay, involving an overpayment to an employee by the Employer, it is understood that the Employer recovers such an amount according to the method agreed between the Employer and the employee or failing agreement, by a maximum weekly pay deduction of thirty dollars (\$30). It is understood that the Employer may only recover overpayments made during the six (6) months preceding the day the employee was notified of the error.

No amount may be withheld on the employee's salary for the breakage or loss of an article.

24.04 Amounts due at departure

The Employer pays the employee the amounts due, including fringe benefits, by bank transfer on the pay period following her departure.

The Employer gives or sends to the employee her pay statement, including fringe benefits, as soon as possible after her departure.

ARTICLE 25 CREDIT UNION

25.01 The parties agree to encourage participation in the Caisse Desjardins du Réseau de la santé.

The Employer makes deductions at source at the employee's request, for the said credit union once (1) per pay period.

The amounts thus deducted are deposited monthly.

ARTICLE 26 TRAVEL ALLOWANCES

26.01 Provisions concerning the home base

When an employee, at the Employer's request or with his permission, must perform her duties away from her home base, she is considered at work for the entire time spent on her travel.

In this case, she is entitled to the travel allowances stipulated in Article 26 of the provincial provisions of the collective agreement.

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

An employee may not have more than one (1) home base except as a result of an assignment to a position temporarily without an incumbent.

The kilometers reimbursed are based on the distance necessary and actually travelled by the employee in the performance of her duties.

Notwithstanding the foregoing, when an employee must go from her residence to a place of work other than her home base, without stopping by the home base, she is compensated only for the distance in excess of the distance she normally travels from her residence to her home base, and the same applies for the return trip.

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

26.02 Use of a personal vehicle and other means of transport

When the Employer no longer requires that the employee use her personal automobile, the latter informs the employee of this in writing thirty (30) days in advance. When the Employer does not require that the employee use her personal automobile, the Employer identifies other means of transportation and reimburses the employee for expenses thus incurred, when applicable.

26.03 Meals

Subject to the provisions concerning meal and travel allowances set out in the provincial provisions of the collective agreement, an employee is entitled to the meal allowances when she must go outside her home base and she cannot return to her home base, residence or one of the Employer's facilities that serves a meal within a reasonable time.

26.04 Reimbursement of expenses

The reimbursement of expenses under this article and Article 26 of the provincial provisions of the collective agreement is made upon presentation of supporting documents. The reimbursement is done as soon as possible.

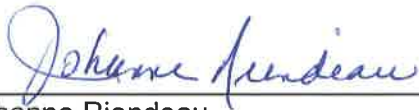
Duration and application of the local provisions of the collective agreement

1. These local provisions of the collective agreement go into effect on February 3, 2019.
2. However, Appendix 2 – 717 *Schedule annual vacation period* goes into effect for the normal vacation period in 2020, unless otherwise agreed between the parties.
3. The appendices and letters of understanding are an integral part of the local provisions of the collective agreement.
4. The Employer agrees to offer employees in the certification unit five (5) consecutive days off for the 2018-2019 holiday period.
5. The seniority lists in effect in the institution will be merged as set out in the law and the new consolidated seniority list goes into effect on February 3, 2019.
6. The parties agree that the local provisions in effect before the signature continue to apply until the date the new local provisions go into effect.

Unless otherwise provided, the local provisions of the collective agreement remain in effect until the parties agree to re-negotiate them in whole or in part.

IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED ON December 3rd 2018.

FIQ – Syndicat des professionnelles en soins
de santé de l'Ouest-de-l'Île-de-Montréal
(FIQ-SPSSODIM)



Johanne Riendeau
President

Centre intégré universitaire de santé et de
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Isabelle Brunette
Member of the Negotiating Committee


Karine Larocque
Head of Employee Relations


Patrick Lauzon
Member of the Negotiating Committee


Cécile Roy
Member of the Negotiating Committee

APPENDIX 1 COMPRESSED WORK SCHEDULE

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

The parties may implement a compressed work schedule in accordance with the conditions set out hereafter:

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-five hours (75 h) or seventy-two and one-half hours (72.50 h) or seventy hours (70 h) per fourteen (14) calendar-day period.

Jurisdiction

This schedule applies to employees with a thirty-seven and one-half hour (37.50 h), thirty-six and one quarter hour (36.25 h) or thirty-five hour (35 h) workweek who work in a centre of activities that operates twenty-four (24) hours a day, seven (7) days a week.

This schedule also applies to employees who work on one or two continuous shifts in a centre of activities.

General provisions

Various models of compressed work schedules, their rules of application and articles or clauses that are modified by the introduction of this schedule are presented in this appendix:

ARTICLE 1 VARIOUS MODELS OF COMPRESSED WORK SCHEDULES

Example 1	37 h 30 min	36 h 15 min	35 h
No. of workdays	7 (6 and 1)	7 (6 and 1)	7 (6 and 1)
Hours of work/day	6: 11 h 15 min	6: 10 h 52 min	6: 10 h 29 min
	1: 7 h 30 min	1: 7 h 15 min	1: 7 h 00 min
Hours of presence/day	6: 12 h 25 min	6: 12 h 00 min	6: 11 h 37 min
	1: 8 h 15 min	1: 8 h 00 min	1: 7 h 43 min
Meals	6: 40 and 30 min	6: 40 and 30 min	6: 38 and 29 min
	1: 45 minutes	1: 45 minutes	1: 45 minutes
Breaks	2 or 3¹	2 or 3¹	2 or 3
No. of shifts	3	3	3

Example 2	37 h 30 min	36 h 15 min	35 h
No. of workdays	7	7	7
Hours of work/day	10 h 43 min	10 h 21 min	9 h 59 min
Hours of presence/day	11 h 30 min	11 h 6 min	10 h 43 min
Meals	47 minutes	45 minutes	43 minutes
Breaks	2 or 3	2 or 3	2 or 3
No. of shifts	3	3	3

Example 3	37 h 30 min	36 h 15 min	35 h
No. of workdays	7	7	7
Hours of work/day	10 h 43 min	10 h 21 min	9 h 59 min
Hours of presence/day	12 h 00 min	11 h 31 min	11 h 7 min
Meals	45 and 32 min	40 and 30 min	38 and 29 min
Breaks	2 or 3²	2 or 3²	2 or 3
No. of shifts	3	3	3

Example 4	37 h 30 min	36 h 15 min	35 h
No. of workdays	8	8	8
Hours of work/day	9 h 22 min	9 h 4 min	8 h 45 min
Hours of presence/day	10 h 30 min	9 h 49 min	9 h 28 min
Meals	48 minutes	45 minutes	43 minutes
Breaks	2	2	2
No. of shifts	3	3	3

Example 5	37 h 30 min	36 h 15 min	35 h
No. of workdays	8	8	8
Hours of work/day	9 h 22 min	9 h 4 min	8 h 45 min
Hours of presence/day	10 h 30 min	9 h 49 min	9 h 28 min
Meals	48 minutes	45 minutes	43 minutes
Breaks	2	2	2
No. of shifts	day	day	day

Example 6			35 h
No. of workdays			8
Hours of work/day			8 h 45 min
Hours of presence/day			9 h 45 min
Meals			60 minutes
Breaks			2
No. of shifts			day

¹ Duration prorated to the 8-hour day: 2 15-minute periods.

Article 2

IMPLEMENTATION

The Employer and Union must agree on the implementation of the compressed work schedule in a centre of activities. Moreover, the absolute majority (50% +1) of all employees in the same job-title in this centre of activities must vote in favour of such an implementation.

Following implementation, and at any time thereafter, the Employer, Union and/or absolute majority of all employees concerned may choose to return to the traditional work schedule with an advance notice of thirty (30) days.

Article 3

CONDITIONS

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

Article 3 of the local provisions of the collective agreement

Employee on probation

The newly-hired employee is subject to a probation period of forty-five (45) days or ninety (90) days of work. However, if at the end of this period, the employee has not completed two hundred seventeen and one-half (217.50 h) hours of work, her probation period is extended until she has completed two hundred seventeen and one-half (217.50 h) hours of work.

Notwithstanding the provisions of the preceding paragraph, the extension of the probation period may be the subject of a specific agreement between the Employer and Union; failing an agreement, the provisions of the preceding paragraph apply.

Orientation

When a welcome and orientation program exists and the employee is subject to it, the employee on a compressed work schedule has a period equivalent to that she would have if she was on a normal schedule, and the length of her probation period, as defined in Article 3 of the local provisions of the collective agreement is extended accordingly.

Article 6 of the provincial provisions of the collective agreement

For the purpose of application of this appendix, Appendix 6 of the provincial provisions of the collective agreement applies for calculating union leaves.

Return to work after a leave for union activities

When an employee returns from a union leave to her position and this position is now subject to a compressed work schedule, she may return to her position or choose any other position subject to a traditional schedule left vacant after a posting for which she satisfies the normal requirements of the job. Failing to make this choice when she is able to do so, she is deemed to have resigned.

However, the employee covered by Appendix 1 of the provincial provisions of the collective agreement who refuses to make a choice when it is possible for her to do so, is deemed to be on the availability list.

Article 7 of the local provisions of the collective agreement

Posting notice

In addition to the information stipulated in clause 7.02, "compressed work schedule" must be added when a centre of activities is subject to a compressed work schedule.

Initiation and trial period

An employee to whom the position is granted, under clause 7.09, is entitled to an initiation and trial period of a maximum of two hundred seventeen and one-half (217.50 h) hours of work or four hundred seventy-one and one-quarter (471.25 h) hours of work, depending on the applicable case.

Articles 14 & 15 of the provincial provisions of the collective agreement

For the purpose of the application of the job security plan, an employee must either bump an employee on a compressed work schedule or accept a position subject to a compressed work schedule.

Article 9 of the local provisions of the collective agreement

Weekends

An employee subject to a compressed work schedule benefits from one (1) weekend off every other week.

Article 19 of the provincial provisions of the collective agreement

Overtime

All 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 provincial provisions of the collective agreement

Number of statutory holidays

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

Example No. 1

13 statutory holidays taken on the 7 h 30 min or 7 h 15 min or 7 h day.

Examples Nos. 2 and 3

9 statutory holidays

Examples Nos. 4, 5 and 6

11 statutory holidays

Accumulation of compensatory holidays

An employee subject to the compressed work schedule cannot accumulate her compensatory holidays.

Article 11 of the local provisions of the collective agreement

Divisibility of annual vacation

An employee may take her annual vacation in one continuous period or, if she wishes, divide it into two (2) parts.

Annual vacation of an employee with less than one (1) year of service

An employee subject to the compressed work schedule, with less than one (1) year of service and whose weekly number of hours is thirty-six and one-quarter hours (36.25 h) receives an indemnity equivalent to one-twelfth (1/12th) of one hundred and forty-five hours (145 h) of work for every month of service accumulated on April 30.

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

An employee whose weekly number of work hours is thirty-seven and one-half hours (37.50 h) receives an indemnity equivalent to one-twelfth (1/12th) of one hundred and fifty hours (150 h) of work for every month of service accumulated on April 30.

Indemnity at departure

In the case of permanent termination of employment, an employee whose weekly number of hours is thirty-six and one-quarter hours (36.25 h), receives vacation pay equivalent to one-twelfth (1/12th) of her work hours established according to the provisions of Article 21 of the provincial provisions of the collective agreement for every month of service not paid for vacation purposes at the time of departure.

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

In the case of permanent termination of employment, the employee whose weekly number of hours is thirty-seven and one-half hours (37.50 h) receives an indemnity equivalent to one-twelfth (1/12th) of one hundred fifty hours (150 h) or one hundred eighty-seven and one-half hours (187.50 h) established according to the provisions of Article 21 of the provincial provisions of the collective agreement for each month of service not paid for vacation purposes at the time of departure.

Article 22 of the provincial provisions of the collective agreement

Number of special and personal leaves

An employee subject to a compressed work schedule has the same number of calendar days of leave as the employee subject to a traditional schedule.

Salary

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

Article 23 of the provincial provisions of the collective agreement

Sick-leave days and salary insurance

An employee who holds a full-time position whose weekly number of hours is thirty-six and one-quarter (36.25 h), is entitled to sixty-nine hours and thirty-five minutes (69.35 h) of work time as sick leave per year of service. The employee whose number of weekly hours is thirty-five hours (35 h) of work is entitled to sixty-seven hours and eleven minutes (67.11 h) of work time as sick leave per year of service. The employee whose number of weekly hours is thirty-seven and one-half hours (37.50 h) of work is entitled to seventy-two (72) hours of work time as sick leave per year of service.

These hours accumulate at the rate of five hours and forty-eight minutes (5.48 h) of work time per complete month of service for the employee whose number of weekly hours is thirty-six and one-quarter hours (36.25 h). For the employee whose number of weekly hours is thirty-five (35) hours, these hours accumulate at the rate of five hours and thirty-six minutes (5.36 h) of work time per complete month of service. For the employee whose number of weekly work hours is thirty-seven and one-half hours (37.50 h), these accumulate at the rate of six (6) hours of work time per month of complete service.

However, if an employee must be absent from her work due to illness in the course of a year before having accumulated a sufficient number of days to cover the first thirty-seven and one-half hours (37.50 h) or thirty-six hours and fifteen minutes (36.15 h) or thirty-five (35) hours of absence, she may use the hours in advance that she will accumulate by the end of the same year. However, in case of departure before the end of the year, she must reimburse the Employer on her last pay, for the hours of sick leave taken in advance but not yet acquired, at the regular rate at the time of her departure.

The portion or the totality, as the case may be, of the seventy-two (72 h) hours or sixty-nine hours and thirty-five minutes (69.35 h) or sixty-seven hours and eleven minutes (67.11 h) of work time as sick leave, unused but accumulated under clause 23.29 of the provincial provisions of the collective agreement, is paid at the regular salary rate in cash, at the latest on December 15 of each year, or when the employee leaves. Working hours of sick leave can be used by an employee unable to go to work due to disability, up to a maximum of thirty-seven and one-half hours (37.50 h) or thirty-six hours and fifteen minutes (36.15 h) or thirty-five (35) hours of work time per period of disability.

Article 7 & Appendix 1 of the provincial provisions of the collective agreement

Salary

For the purpose of application of Appendix 1 of the provincial provisions of the collective agreement, the Employer pays the salaries stipulated for thirty-six and one-quarter hours (36.25 h) or thirty-five (35) hours or thirty-seven and one-half hours (37.50 h) of service.

Replacement in various functions

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

When there is no assistant-head-nurse, assistant to the immediate superior, nurse clinician assistant-head-nurse or nurse clinician assistant to the immediate superior on duty in a centre of activities, the employee who temporarily replaces the head nurse or the immediate superior for a full shift is entitled to a supplement as stipulated in the provincial provisions of the collective agreement.

Article 8 of the provincial 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 purpose of experience, depending on the various models of compressed work schedules, one (1) complete workday is equivalent to:

Example No.1

1 workday of 11 h 15 min or 10 h 52 min or 10 h 29 min

2.51 (37 h 50) and 2.43 (36 h 25) and 2.35 (35 h) calendar days of experience (if she is entitled to 4 weeks of annual vacation) (20 workdays)

2.52 (37 h 50) and 2.44 (36 h 25) and 2.36 (35 h) calendar days of experience (if she is entitled to 21 workdays of annual vacation)

2.53 (37 h 50) and 2.45 (36 h 25) and 2.37 (35 h) calendar days of experience (if she is entitled to 22 workdays of annual vacation)

2.54 (37 h 50) and 2.46 (36 h 25) and 2.38 (35 h) calendar days of experience (if she is entitled to 23 workdays of annual vacation)

2.56 (37 h 50) and 2.48 (36 h 25) and 2.39 (35 h) calendar days of experience (if she is entitled to 24 workdays of annual vacation)

2.57 (37 h 50) and 2.49 (36 h 25) and 2.40 (35 h) calendar days of experience (if she is entitled to 5 weeks of annual vacation) (25 workdays)

1 workday of 7 h 30 min or 7 h 15 min or 7 h 00 min

1.68 (37 h 50) and 1.62 (36 h 25) and 1.56 (35 h) calendar day of experience (if she is entitled to 4 weeks of annual vacation) (20 workdays)

1.69 (37 h 50) and 1.63 (36 h 25) and 1.56 (35 h) calendar day of experience (if she is entitled to 21 workdays)

1.70 (37 h 50) and 1.64 (36 h 25) and 1.58 (35 h) calendar day of experience (if she is entitled to 22 workdays)

1.70 (37 h 50) and 1.64 (36 h 25) and 1.58 (35 h) calendar day of experience (if she is entitled to 23 workdays)

1.71 (37 h 50) and 1.65 (36 h 25) and 1.59 (35 h) calendar day of experience (if she is entitled to 24 workdays)

1.72 (37 h 50) and 1.66 (36 h 25) and 1.60 (35 h) calendar day of experience (if she is entitled to 5 weeks of annual vacation) (25 workdays)

Examples Nos. 2 and 3

1 workday of 10 h 43 min or 10 h 21 min or 9 h 59 min

2.40 (37 h 50) and 2.32 (36 h 25) and 2.24 (35 h) calendar days of experience (if she is entitled to 4 weeks of annual vacation) (20 workdays)

2.41 (37 h 50) and 2.33 (36 h 25) and 2.25 (35 h) calendar days of experience (if she is entitled to 21 workdays)

2.42 (37 h 50) and 2.34 (36 h 25) and 2.26 (35 h) calendar days of experience (if she is entitled to 22 workdays)

2.43 (37 h 50) and 2.35 (36 h 25) and 2.27 (35 h) calendar days of experience (if she is entitled to 23 workdays)

2.44 (37 h 50) and 2.36 (36 h 25) and 2.28 (35 h) calendar days of experience (if she is entitled to 24 workdays)

2.45 (37 h 50) and 2.37 (36 h 25) and 2.29 (35 h) calendar days of experience (if she is entitled to 5 weeks of annual vacation) (25 workdays)

Examples Nos. 4, 5 and 6

1 workday of 9 h 22 min or 9 h 04 min or 8 h 45 min

2.10 (37 h 50) and 2.03 (36 h 25) and 1.96 (35 h) calendar days of experience (if she is entitled to 4 weeks of annual vacation) (20 workdays)

2.11 (37 h 50) and 2.04 (36 h 25) and 1.97 (35 h) calendar days of experience (if she is entitled to 21 workdays)

2.12 (37 h 50) and 2.05 (36 h 25) and 1.98 (35 h) calendar days of experience (if she is entitled to 22 workdays)

2.13 (37 h 50) and 2.06 (36 h 25) and 1.99 (35 h) calendar days of experience (if she is entitled to 23 workdays)

2.14 (37 h 50) and 2.07 (36 h 25) and 2.00 (35 h) calendar days of experience (if she is entitled to 24 workdays)

2.14 (37 h 50) and 2.07 (36 h 25) and 2.00 (35 h) calendar days of experience (if she is entitled to 5 weeks of annual vacation) (25 workdays) subject to the provisions in the third (3rd) paragraph of clause 7.23 of the provincial provisions of the collective agreement. Notwithstanding clauses 8.01 to 8.03 of the provincial provisions of the collective agreement, employees presently working for the Employer and those hired later may not be credited, for the purpose of classification in their salary scale, for experience gained during 1983.

Article 9 of the provincial provisions of the collective agreement

Premiums

The Employer pays the premiums stipulated in Article 9 of the provincial provisions of the collective agreement according to the same rules as the traditional full-time schedule.

Article 34 of the provincial provisions of the collective agreement

Psychiatry premium

The employee on a compressed work schedule and covered by Article 34 of the provincial provisions of the collective agreement receives the premium per fortnight.

Floating holidays in psychiatry

Employees are entitled, on July 1st of each year and for each month worked, to three hours and thirty-seven minutes (3.37 h) of leave up to no more than thirty-six and one-quarter hours (36.25 h) per year or three hours and thirty minutes (3.30 h) of leave up to no more than thirty-five (35) hours per year or three hours and forty-five minutes (3.45 h) of leave up to no more than thirty-seven hours and one-half (37.50 h) per year.

APPENDIX 2 7/7 SCHEDULE - ANNUAL VACATION PERIOD

The local provisions of the collective agreement apply insofar as they are not otherwise modified by this appendix. Participation in a 7/7 schedule (7 days on, 7 days off) is voluntary, after agreement with the immediate superior and the primary objective is to anticipate and ensure sufficient manpower is working during the annual vacation period.

The 7/7 schedule is a program that allows a participating employee's schedule to be reorganized to a schedule of seven (7) consecutive days of work and seven (7) consecutive days off during an eight (8), ten (10) or twelve (12) week period.

The 7/7 schedule is intended for all employees working one (1) weekend out of two (2) weekends or part of a weekend who choose to have this schedule for eight (8), ten (10) or twelve (12) weeks, regardless of the position held.

In accordance with the preceding paragraph, employees working in a centre of activities affected by a temporary closure and who will accept a Monday to Friday assignment will be excluded from the possibility of participating in a 7/7 schedule. Their vacation choice, approved by the manager of the centre of activities affected by a temporary closure, will then be honoured.

An employee with a position with less than seven (7) days per fourteen (14) days may participate in the 7/7 schedule as long as the days in addition to her position needed to work seven (7) days per fourteen (14) days are given to her in accordance with Article 6 of the local provisions of the collective agreement.

The 7/7 schedule is applied based on the length desired and requires the following number of accrued days off for the full-time employee:

Length	Number of accrued days off required
8 weeks	12 days
10 weeks	15 days
12 weeks	18 days

An employee may use one (1), two (2) or three (3) statutory holidays, either the Québec National Holiday (F13) in accordance with the law, Canada Day (F1) or Labour Day (F2), as the case may be. Using statutory holidays does not reduce the seven (7) days of work, but reduces the number of vacation days to use for the seven (7) days off.

It is understood that in all cases, the employee must split up her annual vacation by the number of days needed to cover ten (10) days per fourteen (14) days on the schedule.

Provisions of application

An employee expresses her preference for the annual vacation period. This preference is expressed in the same centre of activities, respecting seniority in the institution.

The employee informs her immediate superior in writing, on the form for this purpose, of her desire to participate in the 7/7 schedule for the annual vacation period between February 1 and February 15 each year. The Employer confirms the employee's participation in the 7/7 schedule before the annual vacation registration procedure starting March 1st every year. She must maintain her participation for the entire length of the vacation schedule. A copy of each commitment form will be given to the Union.

The employees who choose to participate in this project will be excluded from the registration procedure for preferences set out in Article 11 of the local provisions. The 7/7 schedule cannot modify the annual vacation quantum.

The Employer can draw up a Monday to Sunday schedule based on the needs of the centre of activities, providing the employee agrees to work Monday to Sunday. However, the employee who works a sixth (6th) day as part of the 7/7 schedule will be paid at straight time and she accumulates a sixth (6th) day of seniority in the same week.

For the purpose of organizing schedules and calculating overtime, the basis of the regular workweek is modified to divide it over two (2) workweeks, for a total of 70 hours divided into ten (10) days) of 7 h or 72.50 h for the 7.25 h or 75 h for the 7.50 h.

An employee who wants five (5) consecutive days of annual vacation can make the request to her immediate superior. The possibility of granting it will then be evaluated as a second (2nd) choice of annual vacation.

An employee who wants to participate in the 7/7 schedule for the annual vacation period, participates according to the provisions of application set out in this appendix.

The immediate superior analyzes the possibility of granting the preference identified by the employee in the same centre of activities, despite the choice to participate in the 7/7 schedules.

The 7/7 schedule of an employee on rehabilitation or temporary assignment may be interrupted or cancelled if the provisions of the schedule are incompatible with the return to work plan. In such a case, the sequence of annual vacation days is automatically postponed.

In all cases, the Employer determines the new annual vacation dates when the employee returns, but taking into account the preference expressed by the employee.

LETTER OF UNDERSTANDING NO. 1
REGARDING THE INCUMBENCY PROCESS FOR THE RESPIRATORY THERAPIST JOB-TITLES GROUP

The parties recognize the value of the measure for the incumbency of the employees in the respiratory therapist job-titles group as one of the measures fostering the attraction and retention of the respiratory therapists group.

For this purpose, and in accordance with the provisions stipulated in Letter of Understanding No. 1 in the provincial provisions of the collective agreement, the incumbency of the respiratory therapists job-titles group will be a mandate of the local committee on the stability of positions in Letter of Understanding No. 6 in the 2016-2020 provincial provisions of the collective agreement and already set up by the parties. The parties agree that the incumbency process will not be governed by the 2020 deadline governing the committee's other mandates.

The members of this committee are released from work according to clause 6.16 in the provincial provisions of the collective agreement.

The committee takes into account the progress of local work on workforce planning in every centre of activities and on every shift to carry out the incumbency exercise for employees and proceeds in the following manner:

1. Track the number of hours worked in the replacement of positions temporarily without an incumbent, as extra staff, including overtime and use of personnel from outside the bargaining unit, using the schedules for the six (6) months preceding the start of the committee's work in order to define the regular needs for the respiratory therapists group.
2. Analyze the number of hours thus obtained in order to reduce them, taking into account:
 - a) The number of hours in the positions created after the hours in replacement of positions and number of hours of replacement due to vacant positions have been transformed. These hours are the ones worked since the end of the reference budget period and do not include those for development;
 - b) The number of hours worked in the replacement of abolished positions;
 - c) The number of hours which will be covered by a transformation with an impact on the job;
 - d) The recurrent nature of absences;
 - e) The frequency of simultaneous absences per shift or part of a shift and by day of the week;
 - f) The need to ensure that the creation of positions will not cause a staff shortage or increase the hours worked.

3. Recommend, from the result obtained, the positions necessary for filling the real workforce needs, by promoting:

- compound positions;
- float team positions;
- permanent day, evening or night shifts. However, certain positions may be created on more than one shift over and above the basic structure.

The creation of new positions must ensure that a position with at least four (4) days per fourteen (14) days is granted to as many employees as possible with the purpose of restricting the number of employees registered with the SNMO (Provincial Workforce Service) to a minimum.

The Employer and Union may agree at any time on any other conditions with the objective of increasing the scope of this procedure.

Provisions of application

The provisions of application are determined by the working committee. Failing an agreement, the parties agree that the hours from this incumbency process will first be offered in the centre of activities affected by the upgrading of part-time positions to full-time positions by using the provisions of clause 7.10 a) i) of the local provisions of the collective agreement. The remaining hours will be posted as a full-time position, when applicable. As a third step, the remaining hours can be offered in accordance with the other subparagraphs of clause 7.10 of the local provisions of the collective agreement.

LETTER OF UNDERSTANDING NO. 2
REGARDING THE HANDLING OF PSYCHOLOGICAL HARASSMENT OR VIOLENCE
COMPLAINTS

Under clause 31.04 of the provincial provisions of the collective agreement, the Employer and Union agree to apply the procedure for handling complaints currently in effect in the institution.

The parties recognize that a grievance replaces a written complaint as stipulated in the Employer's procedure.

When a psychological harassment or workplace violence grievance is filed, the parties commit to diligently work together to share the information necessary and pertinent to the inquiry, when appropriate.

LETTER OF UNDERSTANDING NO. 3
REGARDING REHIRED RETIRED EMPLOYEES

In accordance with clause 7.21 of the provincial provisions of the collective agreement, the rehired retired employee does not benefit from the local provisions of the collective agreement.

Priority is given to other employees for all the local provisions of the collective agreement. Moreover, using the rehired retired employee cannot deprive another employee from an orientation program for the purpose of a replacement.

LETTER OF INTENT NO. 1
REGARDING SPECIALTY NURSE PRACTITIONERS AND THE LOCAL PROVISIONS

- Whereas** the specialty nurse practitioner (SNP) job title is relatively recent;
- Whereas** the ministerial willingness to raise the number of specialty nurse practitioners (SNP) in the coming years;
- Whereas** the practice of the profession is recent and evolving;
- Whereas** Letter of Understanding No. 18 of the FIQ 2016-2020 collective agreement;
- Whereas** the discussions initiated by the parties at the provincial level as part of Letter of Understanding No. 18 has deferred certain problems to the local level.

The parties agree to the following:

1. The local provisions of the collective agreement agreed between the parties apply to specialty nurse practitioners.
2. In the case of difficulties in the application of the local provisions for the specialty nurse practitioners job title, the parties meet to evaluate the possible solutions.
3. The parties may, if required, negotiate or amend one or more working conditions in order to respond to the evolution of the specialty nurse practitioner practice.
4. This negotiation is not intended to open a negotiation of the twenty-six (26) local matters stipulated by the law, except if the parties agree otherwise.

LETTER OF INTENT NO. 2
REGARDING THE LONGEVITY OF THE WORK REGARDING STABILITY OF
POSITIONS

- Whereas** the provincial provisions of the FIQ 2016-2020 collective agreement, particularly Letter of Understanding No. 6 regarding the stability of positions;
- Whereas** the setting up of a local committee on the stability of positions in November 2017;
- Whereas** the worked started by this committee;
- Whereas** the willingness of the parties to attain the targets for full-time positions per job-titles group in the timeline set out in Letter of Understanding No. 6, that is, the end of the 2016-2020 provincial collective agreement and try and maintain them;
- Whereas** the willingness of the parties to reduce the use of compulsory overtime and independent labour.

The parties agree to the following:

1. The preamble is an integral part of this agreement;
2. Once (1) a year, the local committee on the stability of positions meets to exchange data they deem pertinent to the stability of positions. The data is sent to the committee, by the Employer, in the thirty (30) days prior to the meeting;
3. The committee will analyze:
 - The hours worked as overtime;
 - The hours worked by independent labour;
 - The number of full-time positions per job-titles group;
 - The use of shift rotation;
 - All the positions per centres of activities.
4. The working committee on the stability of positions submits recommendations, if necessary, on the implementation of measures fostering the stability of positions to the Employer.



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