

# COLLECTIVE AGREEMENT



LOCAL PROVISIONS  
between



and

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

**Québec** 

Institution  
No. 1057



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

**Québec** 

## **LOCAL PROVISIONS OF THE COLLECTIVE AGREEMENT**

**Negotiated under an Act respecting bargaining units in the social affairs sector**

**BETWEEN**

**THE CENTRE INTÉGRÉ UNIVERSITAIRE DE SANTÉ ET DE SERVICES SOCIAUX DU  
CENTRE-SUD-DE-L'ÎLE-DE-MONTRÉAL**

**AND**

**SYNDICAT DES PROFESSIONNELLES EN SOINS DE SANTÉ DU CENTRE-SUD-  
DE-L'ÎLE-DE-MONTRÉAL (FIQ)**

**January 6, 2019**

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**\*Note that the local provisions of the collective agreement have been translated by the FIQ. The French version is considered the official text.\***

## ARTICLE 1 (MATTERS 1 AND 2)

### CONCEPT OF POSITION AND CENTRE OF ACTIVITIES

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#### 1.01 Institution

For the purpose of these local provisions, the word “Institution” refers to the Centre intégré universitaire de santé et de services sociaux du Centre-Sud-de-l’Île-de-Montréal.

#### 1.02 Facility

A facility is a physical location where health and social services are delivered to the people of Québec, as part of one or several missions. The Institution includes several facilities.

#### 1.03 Mission

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

#### 1.04 Centre of activities

A centre of activities is a set of activities organized based on the specific care delivered to a group of users. A centre of activities is not necessarily the same as in the Institution’s budget.

It is a distinct entity within the meaning of the Institution’s organizational structure. It can extend to more than one site, pavilion or any other name of the Employer’s facility, only in the following cases:

- A centre of activities cannot extend to more than one geographic territory for a float team position;
- A centre of activities may extend to a maximum of two (2) geographic territories in the CLSC mission;
- In centres of activities where the Employer has a regional responsibility for specialized second-line activities (for example, the employees working in youth protection, occupational health, CRDI-TED (Intellectual Disability and Pervasive Development Disorders), drug addiction, etc.), or a responsibility which extends beyond the Institution’s territories or an activity which, by the nature of its functions must serve more than one geographic territory.

When a new centre of activities, other than those mentioned above, requires that employees are reassigned to more than one facility, the parties must agree on this reassignment, unless it is a reassignment already stipulated in these local provisions.

- 1.05** The Employer sends 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. Thereafter, it is kept up-to-date and can be consulted at any time on the Employer's intranet.

The Employer consults the Union for all modifications to the list of centres of activities according to the provincial provisions.

**1.06 Basic structure**

A centre of activities' basic structure, other than a float team centre of activities, is defined as being the structure which represents 100% of the positions normally required based on the nature of the care delivered in the centre of activities, by job title and shift. The basic structure is composed of 100% single positions.

The personnel normally required and the composition of positions are determined by the Employer.

The Employer sends the basic structure as defined by the Employer by job-titles group, status and shift for every centre of activities in the Institution to the Union within sixty (60) days of the local provisions of the collective agreement going into effect.

Thereafter, the Employer sends any modification of this number to the Union providing the same information.

**1.07 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*.

**1.08 Multipurpose position**

Set of duties carried out on a permanent basis by an employee in several centre of activities in the same facility, on the same shift 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 creation of a new multipurpose position must be concluded with the Union by agreement.

**1.09 Compound position**

Set of duties carried out on a permanent basis by an employee in two (2) centres of activities and included in one of the job titles in the list of job titles in the *List of job titles, descriptions, salary rates and scales in the health and social services network*. When the Employer creates a compound position for more than one facility, the Employer meets the Union to determine the assignment procedures for such a position. In this case, the facilities must be in the same geographic territory, unless the parties agree otherwise.

A float team position cannot be a component of a compound position, except after agreement between the parties. In such a case, the float team part of the compound position may be in an adjacent territory.

For purposes of applying the local and provincial provisions of the collective agreement, the reference centre of activities for a compound position is the one where the employee has the greatest number of workdays. In the event that the number of workdays is the same, the Employer specifies the reference centre of activities on the posting of the position.

### **1.10 Integration team position**

Set of duties carried out by an employee in several centres of activities and exceptionally on two (2) shifts, included in one of the job titles in *List of job titles, descriptions, salary rates and scales in the health and social services network*.

When the Employer hires a new employee, this employee may be granted a position left vacant after posting or an integration team position. A notice of appointment is done in accordance with Article 13 and specifies the specific features of the position.

To ensure equity, the Employer may offer an integration team position with a number of workdays equivalent or less to that offered to incumbents of positions in the exercise to upgrade positions in centres of activities covered by the integration team concerned.

The positions identified as integration team are not posted. They are granted to newly-hired employees or for any other reason stipulated in these local provisions. The shifts for these positions are, on an exceptional basis, day-evening or day-night and in a single geographic territory. However, in the case where the workforce is unbalanced, the Employer can modify the geographic territory of the integration team positions, by reverse order of seniority, with an advance notice of fourteen (14) days. Notwithstanding the foregoing, an employee on the integration team may volunteer to change territory at any time.

A vacant position identified as “integration team” is automatically abolished.

An employee with an integration team position is assigned according to the conditions that apply to the float team and is part of the same centre of activities.

After eighteen (18) months of service, the employee who still has an integration team position must choose a position left vacant after posting with one of the shifts in her integration team position, in the same job-titles group, same mission, same geographic territory or adjacent territory and with an equal or higher number of workdays. The employee may not refuse this position. If there is no position left vacant after posting available that meets these criteria, the eighteen (18)-month period is extended until such a position becomes available. The employee who refuses a position that meets these criteria is deemed to have resigned her job with the Employer.

### **1.11 Float team position**

The Employer may create float team centres of activities, by mission, geographic territory and job-titles group, in order to fill positions temporarily without incumbents, as defined in Article 15, meet the needs of a temporary increase in activities in a centre of activities, carry out work of a limited duration or for any other reason agreed between the parties.

### **1.12 Position with a twelve (12)-hour schedule**

A single position with a twelve (12)-hour schedule as a component of the position. The Employer may create twelve (12)-hour positions after agreement with the Union. These positions are posted and granted in accordance with Article 13 of these local provisions, as the case may be.

### **1.13 Backup position**

A set of duties carried out on a permanent basis by an employee, included in one of the job titles set out in the *List of job titles, descriptions, salary rates and scales in the health and social services network*.

The purpose of backup positions is to supplement the basic structure in a centre of activities. They ensure sufficient manpower based on the fluctuation of the centre of activities' needs for which they were created. They fill replacement needs, meet the needs from a temporary work overload, carry out work of a limited duration, replace a mentor or employee in a training session or for any other situation requiring additional staff.

This backup job structure is set up by the Employer after an evaluation and analysis of the needs in a centre of activities.

A backup position may be formed in one of the following ways:

- A position with all the workdays as backup to the basic structure,  
or
- A part-time position, single or other, to which is added workdays to back up the basic structure, which can go as far as a full time status.

The backup days must be clearly identified on the schedule.

For purposes of applying the collective agreement, a backup position is an integral part of the centre of activities in which it is created.

#### **1.14 Job-titles group**

For the purpose of applying these local provisions, the job-titles groups are the following:

- nurse job titles;
- licensed practical nurse job titles;
- respiratory therapist job titles;
- clinical perfusionist job titles.

#### **1.15 Geographic territory**

For the purpose of applying the collective agreement, the geographic territories are the following:

- *Verdun, Ville-Émard and Côte-St-Paul Sector*: covers all of the territory located south of Autoroute 20 and the junction with Autoroute 15, including Nun's Island;
- *Saint-Henri and Pointe-St-Charles Sector*: covers all the territory located east and north of Autoroute 15, south of Sherbrooke St. and west of De La Montagne St.;
- *Plateau-Mont-Royal Sector*: covers all the territory located east of De La Montagne St. and north of Sherbrooke St.;
- *Centre-Sud and Centre-Ville Sector*: covers all the territory located south of Sherbrooke St. and east of De La Montagne St.;
- *Côte-des-Neiges Sector*: covers all the territory located north of Sherbrooke St., south of Jean-Talon St., east of Autoroute 15, and west of De La Montagne St. and avenue du Parc;
- *Out-of-Territory Sector*: covers all territory not included in another sector.



## **ARTICLE 2 (MATTER 16)**

### **RULES OF CONDUCT BETWEEN THE PARTIES**

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**2.01** Pursuant to the provincial provisions of the collective agreement, the parties encourage relationship building and orderly relations between the parties.

For this purpose, the parties promote the following principles:

- mutual respect between the parties and individuals in the parties;
- courtesy, politeness and civility in discussions and written communication;
- labour relations files are handled with diligence and good faith.

**2.02** The Employer and Union agree to respect the confidential information in their possession as well as the confidentiality commitments between the parties, when such commitments exist, unless divulging such information becomes legally necessary or with the permission of the people concerned.

#### **2.03 Civility**

The parties foster the development of a healthy and harmonious workplace, based on civility and respect for people and others' property, namely by awareness-raising.

The Employer agrees to quickly and diligently intervene in the case of incivility or personal conflict between one or several employees.

## ARTICLE 3 (MATTER 3)

### PROBATION PERIOD

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**3.01** A newly-hired employee is subject to a probation period with the following conditions:

- Forty-five (45) days of actual work for positions which require a college or professional diploma;
- Ninety (90) days of actual work for positions which require a university degree or for which the employee does not have direct supervision due to the organization of work, such as home care and residences with continuous assistance (RAC);

The length of probation defined by the position for which the employee is hired is maintained notwithstanding any transfer or assignment of the employee during the probation period.

The length of the probation period for an employee who is a candidate for admission to the practice of the nursing (CPNP) or licensed practical nurse (CPLPN) profession is determined based on the equivalent assignment to a position given to her subject to her registration on her professional order's roll.

A meeting during the employee's probation period using an evaluation grid must be held. When the Employer wants to end the probation period and such a meeting was not held, the probation period is automatically extended for fifteen (15) days for the purpose of the employee meeting the expected requirements.

Within the meaning of this article, the notion of actual workdays means a complete day of work during which the employee carries out all the normal tasks of the job.

The reassignment periods or temporary assignments related to a disability, whatever the applicable plan, are excluded from the probation period.

If the Employer rehires an employee who had not completed her probation period due to lack of work, this employee needs only complete the work days, as the case may be, that were missing to complete her previous probation period, in order to acquire her seniority, providing however that not more than one (1) year has elapsed since her departure and that she is working in the same job-titles group. If she is hired in a new job title, she completes the probation days based on her new job title.

Notwithstanding the provisions in the preceding paragraphs, the probation period may be extended by agreement between the Employer and Union.

**3.02** The Employer sets up a welcoming, orientation and integration program for newly-hired employees which must start on the first day of employment.

The Employer gives the Union the content and conditions of application of this program in writing before the program goes into effect or when it is modified. The final content and conditions of this program and its modifications are the sole responsibility of the Employer.

When such a program exists and the employee is subject to it, the length of the probation period defined in the preceding paragraph is extended accordingly, up to twenty (20) additional days of actual work.

## **ARTICLE 4 (MATTERS 18 AND 19)**

### **PROFESSIONAL PRACTICE AND RESPONSIBILITY, PROFESSIONAL ORDER**

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#### **4.01 Professional order**

An employee must renew and maintain her registration with her professional order every year, if the order so requires.

When an employee has not renewed her permit with her professional order for valid reasons, the Employer may grant her the leave without pay set out in clause 17.09 of these local provisions.

#### **4.02 Signature of a technical document**

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

#### **4.03 Modification of a document**

Notwithstanding the preceding paragraph, an employee cannot be forced to modify a technical document which she has signed and which she believes to be correct professionally. If the said document is modified without her authorization, the employee may remove her signature.

#### **4.04 Continuity of care**

The parties agree that continuity of care and services for the clientele are a priority. The Employer endeavours to not divide or split up between employees in the same job-titles group in a centre of activities, the tasks entrusted to them.

#### **4.05 Committee on care for healthcare professionals' on-going improvement**

In accordance with the laws in effect, as well as the legislative framework stipulating the participation of healthcare professionals and responsibilities entrusted to existing bodies, the parties set up and maintain a committee on care for on-going improvement.

This committee is composed of a maximum of three (3) people appointed by the Union, including at least two (2) employees in the Employer's employ, and three (3) Employer representatives.

To the extent possible, the Employer endeavours to ensure that a representative from the nursing administration or multidisciplinary services administration is present at each meeting.

The committee meets nine (9) times a year, except in exceptional situations.

The duties and objectives of this committee are:

- To be a key forum for exchange and discussion on everything that affects organization of work at the local level with the goal of improving the delivery of care to the users;
- To enable the parties to discuss elements affecting the role and place of healthcare professionals, clarify and exchange on their respective expectations regarding the daily management of care;
- To take an active part in the ongoing changes to consolidate, broaden and enrich the role and place of healthcare professionals in their respective workplaces;
- To promote a healthy and stimulating quality of working life and work environment;
- To create an organizational environment fostering the appropriate use of the healthcare professionals' full potential, particularly by the margin of independence needed for the practice of their profession;
- To improve the healthcare professionals' practice conditions and advance their respective profession;
- To allow them to fully assume their role with the users who require their services and care;
- To ensure that the practice conditions of their profession are satisfactory;
- To promote organizational values.

The people appointed by the Union are on union leave without loss of salary for the meetings, according to the provincial provisions of the collective agreement.

The union leaves to perform work required by the committee are granted when the committee entrusts a specific mandate to employees for which they must give a report to the committee.

The parties can add other resource persons based on the subjects on the agenda, but must inform the other party at least ten (10) days before the meeting.

The committee acts in a spirit of collaboration at all times and refers all questions related to working conditions to the appropriate bodies.

The parties may agree on other conditions with the purpose of improving their functioning in the interest of all, insofar as such conditions do not modify or amend the provisions of this paragraph.

One of the parties may end the committee with an advance notice of forty-five (45) days to the other party. During this forty-five (45)-day period, the parties agree to meet at the request of one of the parties and try to resolve the situation that brought about the end of the committee.

## ARTICLE 5 (MATTER 21)

### LOSS AND DESTRUCTION OF PERSONAL BELONGINGS

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**5.01** When the employee, in the course of her duties, suffers the loss or deterioration of personal belongings (clothing, watch, glasses, contact lenses or other prosthesis or orthosis, etc.), the Employer reimburses the costs of replacement or repair of these personal belongings, without these costs being excessive.

**5.02** When the destruction of a personal belonging prevents an employee from performing her work, she may be absent, without loss of salary, for the time required to tend to the replacement or repair of this personal belonging on the day the incident occurred, after agreement with her immediate superior or her representative.

Similarly, the employee who uses her personal automobile in the performance of her duties, at the Employer's request, may be absent without loss of salary, the day the incident occurs, to see to the repair or safety of her automobile damaged during her work. This authorized absence is possible, after agreement with her immediate superior or her representative, insofar as the employee can no longer work.

**5.03** The employee must inform the Employer of her claim seven (7) days at the latest after the incident, unless it is impossible for her to do so during this time period. The employee submits her claim afterwards, along with supporting documents.

## **ARTICLE 6 (MATTERS 22 AND 23)**

### **UNIFORMS AND DRESSING ROOMS**

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#### **UNIFORMS**

- 6.01** When the Employer requires employees to wear a uniform, they are provided free of charge. In this case, the employee must wear the uniform provided.
- 6.02** When a uniform must be worn, the Employer provides the employee with the following quantity of uniforms or lab coats:
- Full-time employee: five (5) uniforms or lab coats
  - Part-time employee: four (4) uniforms or lab coats
- 6.03** In the sixty (60) days after these local provisions go into effect, the Employer gives the Union the list of centres of activities where uniforms are required and identifies those which will be maintained by the Employer. The Employer consults the Union when changes are made to this list.

#### **LOCKERS AND DRESSING ROOMS**

- 6.04** The Employer provides employees with lockable lockers to put their clothes or personal belongings when space allows. A locker cannot be shared with another person.
- Employees with an office or an area with a door that can be locked is considered to be acceptable for leaving their clothes or personal belongings. The Employer provides a lockable space in the office when an employee sees users in her office.
- 6.05** Locker rooms with toilets and showers close to lockers serve as dressing rooms.

## ARTICLE 7 (MATTERS 24 AND 25)

### PAYMENT OF SALARIES AND CREDIT UNION

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#### 7.01 Pay slip

The Employer inscribes on the pay slip:

- the Employer's name;
- the employee's name and first name;
- the job title;
- the date of the pay period and date of payment;
- the number of hours paid at the regular rate;
- the overtime worked during this period;
- the nature and amount of the premiums, indemnities, allocations or supplements paid;
- the salary rate;
- the gross salary;
- the nature and amount of deductions made;
- the net salary;
- the seniority accumulated;
- the number of accumulated sick days;
- the bank of psychiatric holidays;
- the overtime accumulated;
- the number of accumulated compensatory holidays;
- the bank or quantum of annual vacation;
- bank of hours worked for access to the CHSLD lump sum;
- bank of hours worked for access to the SBD lump sum.

The Employer must present, on separate pay slips, the amounts paid as back pay, vacation pay and unused sick-leave days at the time they are paid.

At the employee's request, the Employer enacts the deduction on her salary for a buyback of RREGOP or for a credit union.

The amounts deducted are deposited in the institutions concerned in the thirty (30) days following the deduction, unless otherwise agreed between the parties. In exceptional cases, the previous deadline can surpass thirty (30) days, without exceeding forty-five (45) days.

#### 7.02 Pay periods

Salaries are paid by bank transfer every two (2) weeks. In no case can there be more than fifteen (15) days between two (2) paydays.

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



Failing remote access to her pay slip, through computer systems, the Employer sends the pay slip to the employee absent for more than three (3) weeks, upon request, except for the employees on annual vacation.

### **7.03 Error**

In the event of an error in pay of fifty dollars (\$50.00) net or more attributable to the Employer, the latter agrees to correct this error upon request within three (3) workdays of notification of the error, by remitting the amount due to the employee by bank transfer. In other cases, the correction is made on the next pay. It is understood that the employee can only claim unpaid amounts during the twelve (12) months preceding notification of the error.

In the event of an error on the pay, involving an overpayment to an employee by the Employer, this amount is recovered according to the method agreed to between the Employer and employee. Failing an agreement, the recovery is by a maximum of five (5%) percent of the net salary on each pay, but for a minimum of fifty dollars (\$50) per pay. If the employee resigns, the amount owed is deducted from the last pay. It is understood that the Employer may only recover overpayments made during the twelve (12) months preceding the day the employee was notified of the error.

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

### **7.04 Amounts due at departure**

The Employer gives the employee, by bank transfer, the amounts due in salary and other benefits at the end of the pay period following her departure and sends her, at her last known address, the pay slip explaining these amounts fifteen (15) days after the end of the pay period.

At the employee's request, after her departure, the Employer informs her of the amounts and quantum in her updated banks of time and holidays.

### **7.05 Annual vacation**

Vacation pay is paid on the pay period. However, the employee may request that it be paid on the payday preceding her departure on vacation. For this purpose, she makes a written request to the payroll department. The Employer informs the employees of this possibility when the list of annual vacation is posted.

The payment of the amount of the part-time employee's accumulated vacation pay is first done for the equivalent of five (5) days a week of annual vacation, until the amount accumulated is exhausted. However, the part-time employee may request that the payment of her annual vacation is divided evenly between the annual vacation weeks she is entitled to under the collective agreement.

The normal deductions are made on vacation pay.

**7.06 Credit union**

The parties agree to encourage maintaining a health network credit union for the employees.

As needed, the employee may meet a credit union representative at the Institution, outside of her working hours. The employee may use a room in the Institution, if such a room is available.

## **ARTICLE 8 (MATTER 17)**

### **POSTING OF NOTICES**

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- 8.01** The Employer provides the Union with bulletin boards for their exclusive use. Two (2) keys are given to the Union for the use of locked bulletin boards. Union bulletin boards that were shared with other bargaining units at the time of the signature continue to be shared.

The list of union bulletin boards and their location is stipulated in an appendix. When a union bulletin board must be moved, the Employer consults the Union first. The new location must be easily accessible and near a location frequented by employees.

- 8.02** The Union can post any document liable to be of interest to their members on these bulletin boards. However, every document must first be signed by a duly authorized representative of the Union.

No documents, other than a meeting notice, can be posted without a copy being given to the labour relations service.

- 8.03** The Employer sends the Union a copy of the documents posted or distributed in the Institution when they concern employees' working conditions or the application of this collective agreement.

- 8.04** The Union agrees to use its means of communication with respect and in accordance with the rules of conduct established between the parties.

## ARTICLE 9 (MATTER 26)

### TRAVEL ALLOWANCES, EXCEPT THE QUANTA

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- 9.01** The Employer may ask an employee to carry out her duties outside of her home base.
- 9.02** An employee who, at the Employer's request, must carry out her duties outside her home base is entitled to reimbursement of the travel allowances set out in the provincial provisions. The calculation of the allowances to be paid is done using the home base where the employee is assigned.
- The kilometers reimbursed are based on the distance necessary and actually travelled by the employee during the performance of her duties.
- An employee is not obliged to transport a user in her personal vehicle.
- 9.03** An employee is considered at work for the entire time spent on her travel. When an employee begins or ends her workday at a workplace other than her home base, she is compensated only for the time and kilometers in excess of what is normally needed to travel the distance between her home base and residence.
- The Employer decides if the employee must stop by the home base or not.
- 9.04** 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.
- The home base of an employee with a float team position is considered to be that of the position temporarily without an incumbent to which she is assigned.
- 9.05** When the Employer no longer requires the employee use her automobile, the employee is informed of this in writing thirty (30) days in advance.
- 9.06** When the Employer does not require that the employee use her personal automobile, other means of transportation are identified and the employee is reimbursed for expenses thus incurred pursuant to the provincial provisions.
- 9.07** Meal allowances are only paid when the employee cannot return to her residence, home base or one of the Employer's facilities within a reasonable time.

When an employee participates in an activity outside of her home base and a meal is provided free-of-charge, the employee may not claim a meal expense.

- 9.08** To obtain the reimbursement of travel expenses (including costs of tolls and parking), meal costs and lodging expenses in a hotel, for which she is entitled to a reimbursement under the provincial and local provisions, the employee must submit the required supporting documents. Toll and parking costs inherent to the employee's travels in carrying out her duties are reimbursable.
- 9.09** When the nature of the work so requires, the Employer provides the employee with a cellular telephone or another appropriate means of communication and assumes the costs.

## **ARTICLE 10 (MATTER 20)**

### **SPECIFIC CONDITIONS DURING TRANSPORTATION OF USERS**

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**10.01** When a user must be transported, the employee responsible for accompanying the user may be a volunteer from among the employees in the centre of activities and capable of accompanying the user. When there are no volunteers, the Employer can use the availability list, float team or designate the least senior employee in the centre of activities.

When it is foreseeable that the period of accompaniment will be longer than the regular workday, the employee must contact her immediate superior or her representative to inform her. In this case, the Employer takes the necessary measures to send a replacement within a reasonable time limit, unless there is an agreement to the contrary between the Employer and employee.

#### **10.02 Employee accompanying a user**

An employee who accompanies a user outside of her home base receives the following remuneration and allowances:

1) 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.

2) 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, or, if she wants, directly return to her residence after authorization by the immediate superior or her representative.

During her return to her home base, the employee is considered to be at work and is then paid according to the terms set out in subparagraph 1). If the employee returns directly to her residence without passing by her home base, she is also considered to be at work and paid according to the terms set out in subparagraph 1), but only for the equivalent of the time needed to return to her home base.

3) The Employer reimburses the employee for her travelling and lodging expenses according to the terms of the provincial provisions of the collective agreement upon presentation of supporting documents.

**10.03** For any trip of more than one (1) shift, the Employer will ensure that the employee has an eight (8)-hour rest period before resuming her regular shift.

**10.04** An employee who accompanies a user for her complete shift and who cannot take her break(s) because she must stay with the user at all times is given the breaks back in time, after agreement with her immediate superior.

## **ARTICLE 11 (MATTER 14)**

### **ACTIVITIES WITH USERS OUTSIDE THE FACILITIES**

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The specific working conditions applicable to the employee who accompanies users to activities of more than twenty-four (24) hours outside the Institution are the following:

**11.01** The Employer asks for volunteers among the employees who want to participate in such activities. Employees are chosen by seniority. The meals, transportation and accommodations of employees assigned to these activities are paid by the Employer.

**11.02 Conditions**

The specific working conditions applicable to the employee who accompanies users to an outside activity of more than twenty-four (24) hours must be the subject of an agreement between the parties.

For this purpose, the Employer sends the conditions for this activity in writing to the Union thirty (30) days in advance.



## **ARTICLE 12 (MATTER 13)**

### **HUMAN RESOURCES DEVELOPMENT**

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#### **12.01 Statement of principle and definitions**

For the purpose of this collective agreement, the expression “human resource development” refers to the integrated and continuous process by which the employee acquires, develops and integrates knowledge, skills and competencies which enable her to carry out her duties and adapt to the changes affecting her scope of activities and workplace.

It is a contributing factor to the Institution’s performance and human resources.

Human resources development is aimed at responding to the Institution’s needs and new orientations in the health and social services sector. It must strive to meet the needs of the Institution’s clientele. It meets the adaptation needs of employees affected by the transformation of the network or changes affecting their workplace.

In this context, the parties encourage the personnel’s participation in identifying the development needs.

Human resources development is implemented by in-service training activities and an orientation to the job program. The human resources development budget in the provincial provisions of the collective agreement is allocated to these activities.

#### **12.02 Orientation to the job program**

If necessary, the Employer offers an orientation to the job program to an employee after she has been given a new position or replacement in order to introduce this employee to her new duties and workplace. It also targets the acquisition and integration of knowledge, additional theory and techniques necessary for carrying out new tasks or duties.

The final content of this program is the sole responsibility of the Employer.

#### **12.03 In-service training plan**

Human resources development is accomplished in large part by in-service training activities. This article only covers the use of the budget allocated to human resources development, in accordance with the provincial provisions of the collective agreement. All other amounts, including the budget specifically allocated to the professional supervision of newly-hired employees under the provincial provisions, are excluded from the measures covered by this article.

Within the context of human resources development, the Employer develops the plan of in-service training activities on an annual basis, and sets the conditions of application for this plan and the selection criteria for choosing candidates with the participation of the Union. However, the in-service training activity plan must represent at least sixty (60%) percent of the total annual expenses of the budget allocated to human resources development.

This in-service training activities plan is given to the Union, through the human resources development advisory committee, at least thirty (30) days before it goes into effect.

In-service training includes updating and professional improvement activities for the purpose of enabling employees:

- to expand, acquire and integrate new knowledge and skills in a scope of activities, area or discipline in carrying out the tasks entrusted to them;
- to maintain, update and integrate the skills invaluable to carrying out their tasks and responsibilities, and update theoretical and practical knowledge;
- to acquire and integrate qualifications, additional theory and the necessary techniques for carrying out new duties entrusted to them when they are affected by a transformation of the network, changes in organization of work or workplace, as the case may be.

After consulting the advisory committee, the final content of the in-service training plan remains the responsibility of the Employer.

**12.04** When it becomes likely in a given year that the entire budget allocated to human resources development will not be spent, the human resources development advisory committee recommends additional terms of use to the Employer for the budget allocated to human resources development.

**12.05** When possible, the Employer agrees to register the employee and pay the registration fees directly to the organization which gives the training.

**12.06 Human resources development advisory committee**

The human resources development advisory committee is formed in the sixty (60) days after the signature of the local provisions of the collective agreement.

The advisory committee is composed of three (3) employees appointed by the Union and three (3) people appointed by the Employer. The committee may ask resource people to join them at the request of one of the parties.

The committee meets at least three (3) times a year. They jointly determine their operating procedures at the first meeting.

The committee has the following mandates:

- participate in identifying and prioritizing the different needs related to the in-service training activities programs, as well as determining the selection criteria for employees;
- receive the orientation to the job program for the types of care or centres of activities. Such a program, if it is applied, extends the probation period accordingly providing that the committee receives it before the employee's probation period begins;
- discuss and make recommendations regarding human resources development activities.

An annual report on the human resources development activities is submitted to the advisory committee.

#### **12.07 Human resources development budget**

The Employer sends the human resources development budget information to the Union by May 31<sup>st</sup> every year, as stipulated in the provincial provisions of the collective agreement.

The reference year for the human resources development activities is from April 1 to March 31 of the subsequent year, in accordance with the provincial provisions of the collective agreement.

These amounts of money are used to cover the costs of in-service training activities, such as:

- salary and fringe benefits of the employee in training;
- tuition fees;
- travel and lodging expenses (accommodation and meals) upon presentation of supporting documents;
- it may also be used to give employees access to tools such as books, reviews and computers, necessary to maintain, develop knowledge and skills.

**12.08** When an in-service training activity scheduled in the annual training plan is held after the regular workday or regular workweek, the hours worked outside of these hours are paid at the overtime rate.

Any change to an employee's schedule must respect the advance notice of seven (7) days. However, when the shift of the employee's position cannot be respected, the Employer may:

- assign the employee to another shift with an advance notice of at least fourteen (14) days  
or
- assign the employee to another shift without an advance notice of fourteen (14) days with the employee's consent.

The Employer endeavours to arrange the schedule to allow the employee working on evening or night shift to attend in-service training in order to avoid the application of the provincial provisions of the collective agreement on overtime.

However, the employee may, voluntarily and on written request, renounce her right to be paid overtime, even if there is not a minimum of sixteen (16) hours between the end and beginning of work after a change in shift.

#### **12.09 Budget follow-up**

The Employer sends the Union a budget follow-up on the human resources development activities three (3) times a year.

#### **12.10 Annual report**

Every year, through the human resources development advisory committee, the Employer sends the Union an activities report, including the monies allocated and names of participants.

#### **12.11 Dispute resolution**

At the request of one of the parties, a grievance on the conditions of application of this article is submitted to mediation or accelerated arbitration, according to the provincial provisions of the collective agreement.

## ARTICLE 13 (MATTER 7)

### VOLUNTARY TRANSFERS

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#### A) INSIDE THE CERTIFICATION UNIT

**13.01** Subject to contrary provisions, the Employer posts the vacant or newly-created positions covered by the certificate of accreditation within ninety (90) days, except for integration team positions.

However, in the case where the vacant position is covered by one of the reorganizations stipulated in 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 the provincial provisions of the collective agreement.

**13.02** Notwithstanding the preceding paragraph, the position of an employee who has resigned or signed the documents related to her retirement may be posted before she leaves.

**13.03** The Employer establishes a job posting schedule and sends a copy to the Union. The Employer does not post any positions between June 15 and September 15 and December 15 and January 7 inclusively.

**13.04** A position is posted by the usual methods and for at least fourteen (14) days.

**13.05** As of January 1, 2020, all positions posted in the institution are a minimum of seven (7) days of work per two (2) weeks, unless there is an agreement to the contrary.

#### **13.06 Step prior to posting**

When a part-time single position (or a part-time backup position with a single position component) becomes vacant in a centre of activities, the Employer grants it by seniority, among employees with a part-time backup position in the same job title and shift in the same centre of activities, by exchange of position that she holds, according to the following conditions:

- The two positions must have the same number of workdays per two (2) weeks;
- The exchange of position must reduce the number of backup days per two (2) weeks in the employee's position.

The position left by the employee after the application of the preceding paragraph is also offered to the other employees in the centre of activities, using the same procedure.

The position that remains vacant after the application of this clause is posted during the next posting session, in accordance with this article.

A part-time single position with four (4) days of work per two (2) weeks is not subject to the procedure set out in this clause.

**13.07** The only details to appear on the postings, as components of the position, are:

- 1- the job title and description appearing in *the List of job titles, job descriptions, salary rates and scales of the health and social services network*;
- 2- the salary scale (minimum - maximum);
- 3- the type of position in Article 1 and the number of backup days, if applicable;
- 4- the centre of activities. In the case of a compound position or multipurpose position, the centres of activities;
- 5- the care family, in the case of a backup position;
- 6- the posting period;
- 7- the shift (day, evening, night);
- 8- the home base;
- 9- the geographic territory;
- 10- the status of the position (full time, part time);
- 11- the number of workdays per two (2) weeks for a part-time position;
- 12- the number of hours of work per two weeks;
- 13- the usual distribution of the schedule between the two (2) centres of activities for a compound position;
- 14- the requirement of a vehicle, if applicable (removing this requirement does not mean the position is abolished).

The posting may also contain, for information purposes, any other detail likely to inform the employees, among others:

- 15- the facility(ies);
- 16- a brief description of the tasks;
- 17- the job requirements, including the interview dates and qualification tests, as the case may be;
- 18- the usual schedule in the centre of activities (beginning and end of shift).

**13.08** Although the home base is a component of the position, the Employer may permanently change the home base in the following circumstances:

- activities are partially or completely moved;
- to permanently balance resources for the same centre of activities in several facilities, based on the volume of activities;
- any other circumstance agreed to between the parties.

The Employer must first ask for volunteers. In the event that the number of volunteers is insufficient, the Employer changes the employees' home base by reverse order of seniority.

The home base on the posting, under the preceding paragraph, is permanently changed in these circumstances. A written notice of at least thirty (30) days is sent to the employee and Union prior to the change.

The parties meet at the request of one of the parties to agree on the conditions which may reduce the impact of the change on the employees.

**13.09** The requirements must be pertinent and in relation to the nature of the duties. The Employer has the burden of proof when a grievance is filed.

**13.10** All employees have the right to apply for positions during the posting period according to the procedure in the Institution.

The employee must indicate the order of priority of her choices if she applies for more than one position during the same posting session. An employee who does not indicate the order of priority of her choices is considered to have not applied for any position during this posting session.

When a new posting session takes place and the processing of candidates from the previous posting session is not completed, the employee who applies for positions in the new posting session must, if applicable, redraft the order of priority of her applications by including the positions from both posting sessions.

**13.11** An employee may review the list of candidates.

**13.12** During the posting session and after the posting period, the list of all candidates is available to the Union and employees for six (6) months.

#### **APPLICATION DURING AN ABSENCE**

**13.13** Until the technology for remote applications is available, the list of positions posted internally is on the Employer's internet site as well as the means for an employee absent from work to apply. Only the employee absent from work for the entire posting session, or whose absence begins unexpectedly during the posting period, may apply in this way.

**13.14** The employee must be able to start work in the position within forty (40) days of the scheduled date for the new position to begin, at the latest. In the case of an absence related to the application of parental rights, the employee is entitled to the benefits set out in the provincial

provisions of the collective agreement. The employee absent on disability or employment injury must be able to move into the position within a reasonable time period.

### **POSITION GRANTED BY SENIORITY**

**13.15** The position is granted and filled by the employee who has the most seniority among those who have applied, providing she meets the normal requirements of the job, in accordance with the priorities expressed by the employee.

The employee must provide all required documents before the end of the posting to demonstrate that she meets the normal requirements of the job.

### **POSITION GRANTED FOLLOWING A SELECTION PROCESS**

**13.16** Certain positions, for which the job titles are listed in Appendix 1, are granted following a selection process intended to measure if the employee meets the specific requirements and/or specific aptitudes of the position. The list in Appendix 1 may be modified by the Employer after consulting the Union.

The employee who successfully completes the qualification tests is considered to meet the requirement validated by this test for thirty-six (36) months after the successful test. The employee who fails one or more qualification tests can once again take the test to qualify nine (9) months after her failure.

The qualification score and points allotted to the elements of the selection process (weighted) are communicated to employees before the selection process begins.

Pursuant to this clause, the Employer calls the five (5) most senior employees for the selection process among those who have applied. The position is granted to the most senior candidate among those who obtained the required qualification score. If none of the candidates obtained the required qualification score, the Employer calls the next five (5) candidates by order of seniority, and so on.

### **APPOINTMENT**

**13.17** The Employer posts all appointments for positions granted by seniority in the usual manner in the twenty-one (21) days after the posting period and for ten (10) days. The Employer informs the employee of her appointment at the same time that it is posted. Appointments to positions granted by a selection process must be made within sixty (60) days.

**13.18** An employee appointed to a position is considered to have withdrawn her application for other positions that she applied for during the same posting session, except for the purpose of applying clause 13.20.



An employee may, at any time before being appointed to a position, withdraw her application according to the procedure determined by the Employer. Such a withdrawal is not a withdrawal within the meaning of clause 13.19.

- 13.19** An employee who voluntarily withdraws from a position more than twice (2) after being appointed, including a withdrawal during the initiation and trial period, within a twelve (12) month period, loses her right to apply for a posted position for six (6) months as of her last withdrawal. The twelve (12) month period runs from September 1 to August 31.

When an employee obtains a new position through the application of clause 13.20 it is not considered a withdrawal.

This clause does not apply to an employee with a position on the integration team.

- 13.20** In the case of a withdrawal by an appointed employee, the position is granted to the next candidate with the most seniority, providing she has not been appointed to another position, for which she expressed a higher priority than this one, during the same posting session.

When an employee obtains a position under the preceding paragraph the position she leaves is considered a vacant position within the meaning of clause 13.01 if it is a position granted by seniority and is posted in the next posting session. If it is a position granted by a selection process, the Employer goes down the list of candidates.

- 13.21** When an employee withdraws from a position and the list of candidates is not exhausted the position is re-posted if it has been twelve (12) months since the end of the posting session.

- 13.22** The application of this article cannot prevent an employee with job security from obtaining a position according to the procedure set out in the provincial provisions of the collective agreement.

- 13.23** An employee cannot be an incumbent of more than one (1) position. However, employees who, when this collective agreement is signed, are incumbents of more than one position maintain this right for as long as they remain incumbents.

#### **START DATE**

- 13.24** The employee must start in the position within sixty (60) days of her appointment. This time period excludes the periods of June 15 to September 15, and December 15 to January 7, except for transfers in the same centre of activities or in cases deemed exceptional. In the latter case, the Employer informs the Union before proceeding.

- 13.25** The sixty (60)-day time period set out in the preceding paragraph does not apply in cases where training in a specialized unit is required but is not available in this time period. In this latter case, the start date is once this training becomes available.

**13.26** When an employee obtains a position with a greater number of days than the one she held, or a job title which, for her, is a promotion, and the Employer cannot respect the start dates in her new position set out in clauses 13.24 and 13.25, the Employer temporarily modifies the employee's position to respect the job title and number of workdays of the position that was just granted to her. This temporary modification ends as soon as the employee starts in her new position or withdraws from it.

#### **INITIATION AND TRIAL PERIOD**

**13.27** The employee who obtains a position is entitled to an initiation and trial period of twenty (20) workdays. However, in a specialized unit or service, the initiation and trial period is thirty (30) workdays. For positions requiring a university education or specific requirements, the initiation and trial period is a maximum of forty-five (45) workdays.

**13.28** For the purpose of calculating the initiation and trial period of an employee who obtains a part-time position, the days worked in the same job title, centre of activities and shift as the position obtained are counted.

**13.29** The immediate superior and employee may agree, in writing, to renounce or shorten the application of the initiation and trial period before it is completed. A copy of this document is sent to the Union.

**13.30** The employee who decides to return to her former position or who returns to her former position at her Employer's request during this period, does so without prejudice to the rights she acquired in her former position and returns to the assignment she had before her transfer, as the case may be. It is the Employer's responsibility to prove that the employee does not meet the normal requirements of the job.

#### **POSITIONS LEFT VACANT AFTER POSTING**

**13.31** Employees may, at any time, look at the positions in the institution that remain vacant after posting and are still without an incumbent.

The Employer may, for twelve (12) months at the most, reserve a position left vacant after posting, to grant it to an employee who is a candidate for admission to the practice of a profession (CPNP or CPLPNP) when she will be admitted to her professional order.

#### **B) OUTSIDE THE CERTIFICATION UNIT**

**13.32** The employee who obtains a manager's position or a position in another bargaining unit with the Employer, may return to her former position within sixty (60) calendar days, without prejudice to her rights acquired in her former position. The position is considered vacant after this time period.

If the employee wants to return to the certification unit after this time period, she must take a position left vacant after posting or an integration team position.

- 13.33** An employee who temporarily occupies a position outside the certification unit does so for a minimum of four (4) weeks, and a maximum of twelve (12) months.

If the employee, at the end of this twelve (12)-month period fails to return to her position, it is then considered vacant. If the Employer decides to post it, the position is then posted in the next posting session.

It is understood that an employee cannot perform management and employee duties in the same week.

- 13.34** The Employer replaces the employee who temporarily occupies a position outside the certification unit, if necessary, for the entire absence. The Employer informs the Union in writing of:

- the employee's name;
- the position temporarily occupied outside the certification unit;
- the name of the person replaced;
- the time period she will occupy it.

## ARTICLE 14 (MATTER 8)

### BUMPING AND LAYOFF PROCEDURE

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**14.01** Before applying the bumping procedure, the parties agree to meet to try and agree on measures that will minimize the impacts and, if possible, reassign the affected employee(s) within the Institution.

**14.02** The Employer may, at any time during the procedure, offer the employee whose position is abolished or who is bumped a position left vacant after posting or an integration team position with the same number of days as the position that she held. However, the employee is not obliged to take such a position.

An employee who accepts a position left vacant after posting is subject to the initiation and trial period set out in Article 13 of these local provisions. In the case where the employee or Employer ends the initiation and trial period, the employee may use the bumping procedure according to the characteristics of her initial position or accept an integration team position with the same number of days as the position that she held.

**14.03** In the case of bumping and/or layoff and special measures, as stated in the provincial provisions of the collective agreement, the seniority of every employee determines who the bumping and/or layoff may affect as stipulated hereafter:

1. When the Employer abolishes the position of an employee under the provincial provisions of the collective agreement, it is the position of the least senior employee in the given centre of activities, job title, shift and status who is affected.

If the abolishment of the position aims to reduce the number of backup days in the centre of activities and the employee affected under the preceding paragraph holds a single position as defined in Article 1, the Employer offers the single position to the employees in the centre of activities who hold a backup position on the same shift and with the same number of workdays by seniority in order to stabilize it. If no employee wants to obtain this position, the Employer grants it under the same conditions by reverse order of seniority. The backup position, held by the employee who obtains the single position, is abolished in its place.

2. The employee covered by the first paragraph of the preceding step may either:
  - a) bump in another centre of activities, providing she meets the normal requirements of the job, the employee with the same job title, status and shift, with the least seniority
  - or
  - b) bump in the same centre of activities, the employee with the same job title, status, on another shift with the least seniority and so on.

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

The employee whose job title requires a college diploma bumps a position that requires a college diploma, even if the employee who is the incumbent has a university degree. The employee whose job title requires a university degree bumps the least senior employee, regardless if her position requires a college diploma or a university degree.

3. The employee who cannot use the second 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.

The employee with the least seniority on a shift, who has chosen in the second step to use this step, bumps according to the same rules except she can only bump an employee on the same shift.

4. Failing to use the above-mentioned procedure when it is possible for her to do so, the employee must accept a position left vacant after a posting or an integration team position, with the same number of workdays as the position for which she was the incumbent. She then ceases to benefit from the job security plan in the provincial provisions of the collective agreement. Failing to accept such a position offered by the Employer, the employee is considered to have resigned from the Institution.

The number of backup days is clearly identified at all steps of this procedure when the position offered includes such a component.

If there is a vacant position, posted or not, at steps 2 and 3 of this clause, in the centre of activities where she chooses to bump, she obtains this position as long as it is the same job title, status, an equivalent or greater number of working hours, same shift and home base as the position that she wants to bump, instead of bumping the employee involved.

**14.04** 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.

**14.05** 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.

**14.06** A part-time employee can bump a full-time employee according to the procedure set out in clause 14.03 if she was not able to bump another part-time employee, after all the steps stipulated in clause 14.03 have been applied. 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 clause 14.03 if she was not able to bump another full-time employee after the entire procedure stipulated in clause 14.03 has been applied.

Notwithstanding what precedes, a full-time employee can voluntarily bump a part-time employee, if she so wishes, by agreeing to become a part-time employee and by following the steps stipulated in clause 14.03 except for the type of status. A part-time employee may also voluntarily bump a part-time employee in a position with fewer hours than the position she held. In both cases, she must agree to reduce her number of workdays.

In the case of an employee who takes advantage of the preceding paragraph, it is understood that she can bump an employee in the same centre of activities and same shift.

**14.07** An employee who has been accommodated or obtained a reserved position, may be bumped as long as she can obtain a position following the procedure in clause 14.03. If it is not possible to use the bumping procedure, she cannot be bumped from her position.

**14.08** The employee concerned by the application of clauses 14.03, 14.06 and 14.07 receives a written notice and is entitled to a period of three (3) days to make her choice. Copy of the notice is sent to the Union.

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

## ARTICLE 15 (MATTERS 4 AND 6)

### AVAILABILITY LIST AND FLOAT TEAM

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- 15.01** A position is temporarily without an incumbent when the latter is absent from her position for one of the reasons stipulated in the provincial or local provisions of the collective agreement.

The rules applicable to this article also apply to the staffing period for a vacant position.

A position temporarily without an incumbent is not posted.

- 15.02** The Employer fills the positions temporarily without incumbents taking into account the needs of the centre of activities. The Employer may assign an employee on the float team, replacement team, integration team or availability list to fill positions temporarily without incumbents, meet temporary work overloads, carry out work of a limited duration or for any other reason agreed to by the parties.

Once the exercise to upgrade positions has been applied in a centre of activities, the Employer cannot use the float team until after having used the availability expressed by the part-time employees in this centre of activities unless there is less than two (2) hours remaining before the start of a shift.

However, when it is necessary to assign a float team employee to fill an assignment, the Employer endeavours to assign the same employee for the entire length of the assignment, as long as there is no incumbent in the centre of activities who can be assigned.

- 15.03** Annual vacation, statutory holidays, compensatory holidays and absences already authorized and written on the employee's schedule during her assignment in a centre of activities are maintained despite the incumbent's return to her position.

### AVAILABILITY LIST

#### **15.04 Employees registered on the availability list**

The availability list includes the following employees:

- a) employees laid off under the provincial provisions of the collective agreement, except employees on the replacement team;
- b) employees with part-time positions who express additional availability to the number of days of their position;
- c) a candidate for admission to the practice of the nursing (CPNP) or licensed practical nurse profession (CPLPNP);

- d) employees without a position who express availability to the Employer;
- e) an employee covered by Appendix 1 in the provincial provisions of the collective agreement;
- f) an employee who is in the second (2<sup>nd</sup>) year of a leave without pay after a maternity, paternity or adoption leave and who wants to express availability during this period;
- g) an employee on leave without pay to study or teach and who wants to express availability during the summer and holiday periods;
- h) any other employee covered by a provision in this collective agreement specifying that she can express availability on the availability list.

#### **15.05 Expression of availability**

To be registered on the availability list, an employee must express her availability to the Employer by using the means determined by the Employer, specifying:

- the centres of activities or group of centres of activities;
- the days of the week;
- the shifts;
- the number of consecutive days;
- a specific assignment which does not require a complete shift.

A part-time employee who expresses availability must register in her centre of activities. However, she is not obliged to give availability outside her centre of activities.

An employee registered on the availability list may express or modify her availability at any time, according to existing procedures. The availability expressed goes into effect after fourteen (14) days. When there is a modification of availability which increases the employee's availability, the availability expressed goes into effect after seven (7) days. However, this new availability may not under any circumstances cancel or modify an assignment already given under clause 15.10 or 15.11. The Employer provides the employees with a schedule planning calendar of dates, if applicable.

The availability expressed is accessible to the employee and Union at all times.

The employee who is a candidate for admission to the practice of the nursing or licensed practical nurse profession (CPNP and CPLNP) must ensure availability equivalent to at least the position reserved for her at hiring. This availability remains applicable until the employee starts in her new position.



The nursing extern, respiratory therapy extern or employee laid off under the provincial provisions of the collective agreement must ensure availability of at least four (4) days per fourteen (14)-day period, including one (1) weekend every two (2) weeks. This availability must be adapted to the Employer's needs.

An employee with a part-time position and an employee covered by Appendix 1 in the provincial provisions of the collective agreement are not obliged to express availability.

#### **15.06 Removal from the availability list**

An employee who regularly fails to respect her availability may have her name removed from the availability list for a maximum of thirty (30) days.

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.

#### **15.07 Replacement of assistant-head-nurse or assistant to the immediate superior positions**

When a position with one of the assistant-head-nurse or assistant to the immediate superior job titles becomes temporarily without an incumbent and there is no part-time employee who holds a position with the same job-title available in the centre of activities, the Employer offers the available assignment to volunteers and by seniority to employees in the same job-titles group in the centre of activities concerned.

The employee assigned must meet the normal requirements of the job.

The position or assignment left by the employee is considered to be temporarily without an incumbent and, is filled according to the provisions set out in this article, as needed.

#### **15.08 Provisions for recall of employees on the availability list**

The Employer must grant an assignment to an employee registered on the availability list providing that her availability expressed corresponds to the assignment to be done and the employee meets the normal requirements of the job.

An employee cannot be refused an assignment of twenty-eight (28) days or more, for the sole reason that the minimum interval between shifts, set out in the provincial provisions, is applied. In such a case, the employee starts this assignment as of the second day in order to respect the provincial provisions.

An employee on the availability list can be assigned in advance. This assignment cannot be questioned by this employee, nor can it be claimed by another employee on account of her seniority rank, if there are eight (8) days or less remaining before the schedule begins.

An employee does not lose an assignment of twenty-eight (28) days or more that she accepted and started before her absence under an *Act respecting industrial accidents and occupational diseases* or for a reason stipulated in the provincial or local provisions of the collective agreement. She returns to this assignment when she returns to work if the assignment still exists.

#### **15.09 Assignment of four (4) months or more**

When an assignment of four (4) months or more begins while an employee 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 who obtains an assignment under the preceding paragraph continues the assignment she already had to the end, unless the Employer decides otherwise. During this period, the new assignment is granted according to the provisions of clause 15.10 of this collective agreement, if applicable.

#### **15.10 Assignment of less than twenty-eight (28) days or undetermined length**

The assignment is divisible and granted, by seniority, according to the availability expressed, in the following order:

- a) to incumbents of part-time positions in the centre of activities concerned;
- b) to incumbents of part-time positions in the facility concerned;
- c) to employees without positions and incumbents of part-time positions in the Institution.

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 provisions described above, until the available assignment is completely filled.

However, when it becomes foreseeable that the undetermined length of an assignment will be twenty-eight (28) days or more, this assignment is granted according to clause 15.11 as of the beginning of the next schedule.

#### **15.11 Assignment of twenty-eight (28) days or more**

For an employee to leave her position to obtain an assignment under one of the paragraphs in this clause, the available assignment must include a greater number of workdays per two (2) weeks than her position.

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

- a) To incumbents of part-time positions in the centre of activities concerned. If this assignment is incompatible with the position she holds, the employee may temporarily leave her position to obtain the assignment.

This assignment can be granted to an employee on a shift other than the one of the assignment to be filled. To obtain it, the position that the employee is temporarily leaving must be replaced in full.

The assignment of the position thus left by the employee is offered by seniority to the employees on the centre of activities with a part-time position, with a priority for employees on the same shift.

- b) When it is impossible to grant the entire assignment of twenty-eight (28) days or more to a single employee, the Employer may split up this assignment between several employees.

The Employer sends the employee all the information stipulated in clause 15.17 when this employee is offered an assignment of twenty-eight (28) days or more.

**15.12** When several consecutive and compatible assignments, of at least one week each, must be granted under this article in the same centre of activities, for the same job title and shift and in the same facility, the Employer can group them together to create one or more assignment blocks of more than twenty-eight (28) days, and grant them to a single employee to foster stability of the workforce.

### **15.13 Special projects**

A special project refers to any temporary assignment covering specific needs, particularly for projects to introduce new work methods or technologies.

These projects are accessible to incumbents of full-time or part-time positions.

The assignment is posted for fourteen (14) days. The special project may be posted in a centre of activities or the institution based on the nature of the project.

The posting must include the following information:

- a) the job title;
- b) the brief description of the job;
- c) the requirements of the assignment;
- d) the salary scale;
- e) the shift;
- f) the status and number of hours per two (2) weeks;

- g) the centre of activities;
- h) the home base;
- i) the expected length of the assignment;
- j) the posting period.

A copy of this posting is sent to the Union fourteen (14) days before the posting period starts.

Such an assignment is indivisible. The priority for granting this assignment is the most senior employee who meets the normal requirements of the job for this project, among those who have applied in the centre of activities or Institution, as the case may be.

An incumbent of a position may temporarily leave her position or current assignment to obtain this assignment.

The position or assignment left by the employee is considered to be temporarily without an incumbent and is filled according to the provisions of this article, as needed.

Notwithstanding the provisions of Article 13 to the contrary, when an employee obtains a position during such an assignment, her start date is deferred until the current assignment ends.

#### **15.14 Abandonment of an assignment**

An employee may abandon an assignment obtained under this article in the following cases:

- a) when the number of workdays of the assignment is modified following the application of the local and provincial provisions of the collective agreement;
- b) when an employee holds an assignment of one (1) day a week for more than six (6) months replacing an employee on gradual retirement under the provincial provisions of the collective agreement;
- c) when an assignment of undetermined length is extended longer than six (6) months. The employee must then give an advance written notice of seven (7) days to the Employer, before the end of the six (6) months. The date of the end of the assignment is then determined after agreement with the Employer;
- d) when the employee's assignment of a set length is extended past the expected length.

#### **15.15 Modification upward of an assignment**

When the number of days of an assignment is modified upward as part of the application of the provincial provisions of the collective agreement, the employee who is already in the assignment

benefits from this increase insofar as it complies with her availability. If that is not the case, the employee can immediately modify her availability to keep the assignment. Failing to do this within three (3) days, the modified assignment is granted once again according to the provisions set out in this article.

#### **15.16 Orientation of an employee on the availability list**

When the Employer decides to orient employees for eventual replacements, this is offered by order of seniority to employees registered on the availability list who have expressed availability corresponding to the identified need and who meet the normal requirements of the job.

The employee must inform the Employer of her interest in the orientation by completing the form for that purpose.

#### **15.17 Assignment notice**

The Employer informs the employee who obtains an assignment of twenty-eight (28) days or more in writing of the following details:

- a) the identity of the position;
- b) the name of the incumbent (if applicable);
- c) the probable length of the assignment;
- d) the number of hours per two (2) weeks.

Moreover, the Employer makes this information available to the Union.

For assignments of less than twenty-eight (28) days, the above-mentioned information is only communicated to the employee and Union upon request.

#### **15.18 Advance end of assignment notice**

An employee who successively fills one (1) or several assignments under this article for six (6) months or more, receives a two (2)-week written end of assignment notice, if possible. At the end of her assignment, the employee returns to her position or the availability list.

## **ARTICLE 16 (MATTER 9)**

### **WORKING HOURS AND WEEKLY SCHEDULE, EXCEPT FOR REMUNERATION**

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#### **16.01 Regular workweek**

The number of weekly working hours is as stipulated for each job title in the *List of job titles, descriptions, salary rates and scales in the health and social services network* and is also divided into five (5) days of work.

A regular workday resulting from a work guarantee stipulated in a position cannot be less than seven (7) hours of work.

#### **16.02 Division of the week**

For calculation purposes, the workweek begins on Sunday at 00:01 and ends on Saturday at 24:00. The workweek cannot include more than five (5) days of work.

#### **16.03 Meal period**

The employee has three-quarters ( $\frac{3}{4}$ ) of an hour for her daily meal for employees in the nurse and licenced practical nurse job-titles group and one (1) hour for employees in the respiratory therapist job-titles group as well as for employees working in a centre of activities which does not provide 24-hour services.

The employee may be required to take her meal at her work station or facility when the needs of the centre of activities require, in order to respect obligations from a law or regulation, or ensure the users' safety. This meal time is then paid at the overtime rate.

#### **16.04 Rest period**

An employee cannot take her rest periods at the beginning or end of her workday, or as an extension of the time allotted for the meal period, except if the immediate superior agrees.

However, after agreement with the immediate superior, the employees working on the evening or night shift and those who carry out their duties outside the Employer's facilities, may add their rest periods to their meal period.

### **16.05 Weekly days off**

All employees are granted two (2) complete days off per week.

The words “day off” mean a complete period of twenty-four (24) hours.

At the request of an employee on the night shift, and after agreement with her immediate superior, the Employer grants four (4) consecutive days off per two (2) weeks of work.

At the request of the employee working the night shift, the Employer schedules the night off with the weekend off.

### **16.06 Exchange of schedule**

Two (2) employees in the same job-titles group and same centre of activities, including employees on the availability list assigned to that centre of activities, may exchange a part or all of their weekly days off and/or their schedule and/or the scheduled date of a statutory holiday, after agreement with their immediate superior, who cannot refuse without valid reason. Employees with different job titles who exchange a part or all of their weekly days off and/or schedule as established must be oriented to these duties. The overtime provisions do not apply in these cases.

It is understood that employees cannot exchange shifts given according to the procedure for granting overtime set out in Article 19 of this collective agreement.

### **16.07 Number and distribution of weekends**

The Employer ensures every employee a minimum of (1) weekend off per period of two (2) calendar weeks, so that the employee never works two (2) consecutive weekends or part of a second consecutive weekend. For the purpose of this clause, a weekend refers to a continuous forty-eight (48)-hour period including all of Saturday and Sunday.

The employee who begins her shift sixty (60) minutes or less before 00:00 on Monday is considered to have benefitted from all of Sunday.

These weekends are distributed alternately and equitably among the employees of the same job-titles group, same shift and in the same centre of activities.

### **16.08 Posting of schedules**

The work schedule, including days off and shifts (day, evening and night) and working hours is

determined by the Employer, based on the needs of the centres of activities and taking into account the preferences expressed by the employees, if possible. It is posted as soon as possible in the usual ways, but no later than eight (8) days in advance and covers at least four (4) weeks. It is the employee's responsibility to look at her schedule.

The backup days for backup positions are clearly identified on the schedule, if applicable.

Schedules are kept for twelve (12) months for reference purposes and are accessible to the employees.

#### **16.09 Modification of the schedule**

The Employer cannot modify the schedule without a prior notice of seven (7) days, unless the employee(s) involved agree(s). It is understood that this time period is also applicable to a shift given to the availability list in accordance with Article 15 of this collective agreement, as of January 1, 2020. In such a case, the modified or cancelled shift is converted into a backup day. The employee is informed when her schedule is modified respecting the seven (7)-day notice.

#### **16.10 Shift rotation**

There is shift rotation by centre of activities in turn, among employees who meet the normal requirements of the job after all the usual replacement methods have been exhausted, when there is a shortage of permanent evening or night shift personnel. Rotation under this clause cannot be implemented for more than three (3) months.

In 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 incumbent of a position 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 on days, evenings and nights.

Moreover, in a centre of activities where there is no shift rotation among the employees, namely when each employee works on a permanent shift, it is not possible for any of these employees to initiate shift rotation in her centre of activities.

#### **16.11 Updating of techniques**

For the purpose of providing the employees with the opportunity to use or improve 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 per year.



If it is set up, this transfer to day shift is organized outside of the months of June, July, August and September and from December 15 to January 15.

**16.12 Split shifts**

An employee is not subject to split shifts.

**16.13 Control of working time**

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

**16.14 Different types of schedules**

The parties may agree to any other form of arrangement of working time at any time, in accordance with the needs of the centres of activities by respecting the provincial provisions such as: flexible schedule, four (4)-day schedule, shift rotation for certain groups of employees, compressed work schedule, etc.

**16.15 Access to the workplace**

For employees who work on statutory holidays, weekends or outside the opening hours in a facility that does not operate on a continuous twenty-four (24)-hour period, the Employer takes the appropriate measures to give them access to the workplace or, if this is impossible, give access to a workplace close by.

## **ARTICLE 17 (MATTER 12)**

### **LEAVES WITHOUT PAY**

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#### **17.01 Leave without pay or part-time leave without pay to teach in a school board, CÉGEP or educational institution or university**

##### **REQUIREMENTS TO OBTAIN**

In order to enable secondary schools, colleges, universities and educational institutions to benefit from the contribution and experience of employees from the Health and Social Services Sector, an employee who has at least twelve (12) months of service and who has completed her probation period in the Institution, obtains, after agreement with the Employer and with a written request at least thirty (30) days in advance, a leave without pay or a part-time leave without pay of a maximum of twelve (12) months to teach in a sector related to her profession.

The employee must provide her Employer with supporting documents confirming her hiring as a teacher and the length of her contract at least fifteen (15) days before the leave begins. The leave is granted based on the length of the contract.

At least thirty (30) days before the end of this leave without pay or part-time leave without pay, and after agreement with the Employer, this leave may exceptionally be renewed for twelve (12) months at the most.

The employee's position on leave without pay is not posted and is considered a position temporarily without an incumbent as defined in Article 15.

##### **SUMMER PERIOD AND HOLIDAY PERIOD**

An employee on leave without pay or part-time leave without pay and who is not required to teach during this period may register on the availability list. She is then considered a part-time employee during this time period.

##### **PROVISIONS OF THE LEAVE**

###### **1. 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 and will be granted a position on the integration team with an equivalent number of days to the position she held.

The employee may, at any time during her leave without pay or part-time leave without pay return to her position by informing the Employer at least thirty (30) days in advance and providing she has not abandoned her work at a school board, CÉGEP, university or educational institution for another Employer.

Notwithstanding the foregoing, the employee who prematurely stops teaching during her leave without pay or part-time leave without pay must inform the Employer and return to her position within fourteen (14) days, failing which, she is considered to have voluntarily abandoned her job and will be granted a position on the integration team with an equivalent number of days to the position she held.

In the event that the position of the employee on leave without pay is no longer available, the employee may obtain a position left vacant after posting or use the procedure set out in Article 14.

Failing to use the procedure described above when it is possible for her to do so, the employee is considered to have voluntarily abandoned her job.

## 2. Annual vacation

Upon request, the Employer pays the employee concerned an amount corresponding to the number of annual vacation days accumulated for the year preceding her departure on leave without pay (not applicable to the part-time leave). In this case, these paid annual vacation days are considered to have been taken.

## 3. Sick-leave days

The sick-leave days accumulated at the time the leave without pay begins are credited to the employee and cannot be paid, except those paid annually under the salary insurance plan.

However, if the employee resigns or if, at the end of her leave without pay, she does not return to work, sick-leave days are paid in cash at the salary rate in effect at the beginning of the employee's leave without pay, according to the quantum and conditions set out in the salary insurance plan in effect in the provincial provisions of the collective agreement at the beginning of the employee's leave without pay.

## 4. Right to apply for a position

An employee can apply for a position according to the provisions set out in Article 13 of this collective agreement during the leave without pay or part-time leave without pay. If she obtains it, she must be able to start in the position as soon as the current session ends.

### **17.02 Leave without pay or part-time leave without pay to study**

#### **REQUIREMENTS TO OBTAIN**

An employee who has at least one (1) year of service and who has completed her probation period obtains, after agreement with the Employer and with a written request at least thirty (30) days in advance, a leave without pay or part-time leave without pay of six (6) months at the most to pursue studies related to her profession. The length of the leave without pay to study is equal to the length of the semester. This leave can be renewed for six (6) months at the most as many

times as the total length of the studies undertaken justify. The employee must provide the Employer with documents justifying her absence for every section of this leave.

An employee who has less than one (1) year of service and who has completed her probation period may also obtain such a leave if she is registered in the integrated DEC-BAC program or accelerated DEC program.

The leave without pay is granted to the employee upon presentation of supporting documents establishing that she is studying full time as defined by the educational institution.

The part-time leave without pay to study is granted to the employee upon presentation of supporting documents confirming that she is studying part time or full time. The number of days without pay is established after agreement with the Employer. However, she must work at least two (2) days per two (2) weeks, while respecting the equitable distribution of weekends in the centre of activities.

The position of an employee on leave without pay is not posted and is filled, if applicable, according to the provisions set out in Article 15.

#### **HOLIDAY PERIOD**

An employee on leave without pay or part-time leave without pay and who does not have any courses or internships related to her courses during the holiday period, may register on the availability list. She is then considered a part-time employee during this time period.

#### **PROVISIONS OF THE LEAVE**

##### **1. 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 and will be granted a position on the integration team with an equivalent number of days to the position she held.

The employee may return to her position at any time providing she informs the Employer at least thirty (30) days in advance.

Notwithstanding the foregoing, the employee who prematurely stops going to school during her leave without pay or part-time leave without pay must inform the Employer and return to her position within fourteen (14) days, failing which, she is considered to have voluntarily abandoned her job and will be granted a position on the integration team with an equivalent number of days to the position she held.

In the event that the position of the employee on leave without pay is no longer available, the employee may obtain a position left vacant after posting or use the procedure set out in Article 14.

Failing to use the procedure described above when it is possible for her to do so, the employee is considered to have voluntarily abandoned her job.

## 2. Annual vacation

Upon request, the Employer pays the employee concerned an amount corresponding to the number of annual vacation days accumulated for the year preceding her departure on leave without pay (not applicable to the part-time leave). In this case, these paid annual vacation days are considered to have been taken.

## 3. Sick-leave days

The sick-leave days accumulated at the time the leave without pay begins are credited to the employee and cannot be paid, except those paid annually under the salary insurance plan.

However, if the employee resigns or if, at the end of her leave without pay, she does not return to work, sick-leave days are paid in cash at the salary rate in effect at the beginning of the employee's leave without pay, according to the quantum and conditions set out in the salary insurance plan in effect in the provincial provisions of the collective agreement at the beginning of the employee's leave without pay.

## 4. Right to apply for a position

An employee can apply for a position according to the provisions set out in Article 13 of this collective agreement during the leave without pay or part-time leave without pay. If she obtains it, she must be able to start in the position as soon as the current session ends.

### **17.03 Leave to take an exam related to the profession**

At the employee's request, the Employer may grant a leave without pay of a maximum of two (2) weeks to prepare and take one or more exams required by her professional order.

### **17.04 Civic duties (pre-election leave)**

An employee who intends to become a candidate for civic duties or act as the official agent for a candidate or political party, is entitled to a leave without pay according to the provisions in the Electoral Act, after a written request to the Employer.

The employee maintains all her rights and privileges during this time period.

If she is not elected, the employee returns to her position in the thirty (30) days following elections day.

## **17.05 Civic duties (post-election leave)**

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

In the case of a part-time leave without pay, the Employer grants the days the employee wants to be on leave to carry out her civic duties.

The position of the employee on leave without pay is not posted and is filled, if need be, for a maximum of one (1) year, according to the provisions stipulated in Article 15. After this time period the position is posted and the employee will be granted a position on the integration team with an equivalent number of days to the position she held.

### **PROVISIONS OF THE LEAVE**

#### **1. Return**

The employee must, after her mandate, inform the Employer of her intention to return to work in the thirty (30) days following this notice, failing which, she is considered to have voluntarily abandoned her position and will be granted a position on the integration team with an equivalent number of days to the position she held.

The employee may return to her position at any time providing she gives the Employer at least thirty (30) days' notice.

In the event that the position of the employee on leave without pay is no longer available, the employee may obtain a position left vacant after posting or use the procedure set out in Article 14.

Failing to use the procedure described above when it is possible for her to do so, the employee is considered to have voluntarily abandoned her job.

#### **2. Annual vacation**

Upon request, the Employer pays the employee concerned an amount corresponding to the number of annual vacation days accumulated for the year preceding her departure on leave without pay (not applicable to a part-time leave). In this case, these paid annual vacation days are considered to have been taken.

#### **3. Sick-leave days**

The sick-leave days accumulated at the time the leave without pay begins are credited to the employee and cannot be paid, except those paid annually under the salary insurance plan.

However, if the employee ends her mandate, or if, at the end of her leave without pay, she does

not return to work, sick-leave days are paid in cash at the salary rate in effect at the beginning of the employee's leave without pay, according to the quantum and conditions set out in the salary insurance plan in effect in the provincial provisions of the collective agreement at the beginning of the employee's leave without pay.

4. Right to apply for a position

An employee can apply for a position according to the provisions set out in Article 13 during the leave without pay or part-time leave without pay. If she obtains it, she must be able to start in the position within forty (40) days.

**17.06 Leave without pay**

**REQUIREMENTS TO OBTAIN**

A. Leave without pay of four (4) weeks and less

After one (1) year of service, an employee who has completed her probation period is entitled, once per year after agreement with the Employer as to dates, to a leave without pay of a maximum of four (4) weeks providing she makes the request thirty (30) days in advance.

This leave without pay can be divided into four (4) periods of one week, determined before leaving for the first week.

B. Leave without pay of more than four (4) weeks

After five (5) years of service, and after agreement with the Employer, an employee is entitled every five (5) years to an extension of the leave without pay for a total of no more than fifty-two (52) weeks.

To obtain this extended leave, the employee must request it in writing from the Employer at least sixty (60) days in advance, specifying the length. The Employer must give an answer in writing in the thirty (30) days following the employee's request.

The position of the employee on leave without pay is not posted for this fifty-two (52)-week period and is considered to be a position temporarily without an incumbent as defined in Article 15.

**PROVISIONS OF THE LEAVE**

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

1. 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 and will be granted a position on the integration team with an equivalent number of days to the position she held.

The employee may return to her position at any time providing she gives the Employer at least thirty (30) days' notice.

In the event that the position of the employee on leave without pay is no longer available, the employee may obtain a position left vacant after posting or use the procedure set out in Article 14.

Failing to use the procedure described above when it is possible for her to do so, the employee is considered to have voluntarily abandoned her job.

## 2. Annual vacation

Upon request, the Employer pays the employee concerned an amount corresponding to the number of annual vacation days accumulated for the year preceding her departure on leave without pay. In this case, these paid annual vacation days are considered to have been taken.

## 3. Sick-leave days

The sick-leave days accumulated at the time the leave without pay begins are credited to the employee and cannot be paid, except those paid annually under the salary insurance plan.

However, if the employee resigns, or if, at the end of her leave without pay, she does not return to work, sick-leave days are paid in cash at the salary rate in effect at the beginning of the employee's leave without pay, according to the quantum and conditions set out in the salary insurance plan in effect in the provincial provisions of the collective agreement at the beginning of the employee's leave without pay.

## 4. Right to apply for a position

An employee can apply for a position according to the provisions set out in Article 13 during the leave without pay. If she obtains it, she must be able to start in the position within forty (40) days.

### **17.07 Part-time leave without pay**

An employee with one (1) year of service may obtain a part-time leave without pay of no less than two (2) months and no more than fifty-two (52) weeks after agreement with the Employer, and with a written request at least thirty (30) days in advance.

The employee specifies the length of the leave in her request. However, she must work at least four (4) days per two (2) weeks, while respecting the equitable distribution of weekends in the centre of activities.



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 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, according to the provisions of Article 13 in this collective agreement.

#### **17.08 Part-time leave without pay by exchange of position**

Upon written request made four (4) weeks in advance, a part-time leave without pay of a minimum of two (2) months and maximum of fifty-two (52) weeks is granted to an employee with at least one (1) year of service. After agreement with the immediate superior, this part-time leave without pay by exchange of position can be renewed for one (1) year at the most.

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

Part-time employees interested in a temporary exchange of position must inform their immediate superior in writing.

At the end of this part-time leave, the employees involved in the exchange of positions return to their respective positions. If, during 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.

#### **17.09 Suspension of the right to practice**

The Employer may grant a leave without pay to an employee who has her right to practice suspended by her professional order. The conditions applicable to this leave without pay are those stipulated in clause 17.06 A). In this case, the thirty (30) days to make the request does not apply. This provision does not prevent the Employer from imposing a suspension or a dismissal.

#### **17.10 Leave without pay for marriage or civil union**

An employee who benefits from a leave for marriage under the provincial provisions of the collective agreement is entitled to add one (1) week of leave without pay. This week can immediately precede or follow the taking of annual vacation under Article 21 of this collective agreement, without however being more than four (4) consecutive weeks.

### **17.11 Leave without pay for death**

An employee is entitled to add one (1) week of leave without pay to those stipulated in the provincial provisions of the collective agreement when a family member dies. The Employer cannot refuse to grant this leave.

However, upon request, the employee may instead use her bank of accumulated holidays (annual vacation, leaves for personal reasons, compensatory or floating holidays, etc.).

If the employee wants more than one (1) week, she can make the request according to the provisions set out in 17.06 A) of this collective agreement. In this case, the thirty (30) days to make the request does not apply.

### **17.12 Leave without pay for community or humanitarian assistance**

An employee with at least two (2) years of service obtains a leave without pay to participate in a community service project or humanitarian work sponsored by a recognized organization with objectives of helping support services in a foreign country, developing or setting up community facilities or support and promoting the rights of vulnerable groups after agreement with the Employer and a written request at least thirty (30) days in advance.

This leave is granted for the time the employee participates in these activities and cannot exceed twelve (12) months.

### **17.13 Consecutive leaves**

The parties agree that the use of several consecutive leaves without pay set out in the different clauses of this article may be a valid reason to refuse an employee's request for a leave without pay, unless an indication to the contrary is stipulated.

## ARTICLE 18 (MATTER 5)

### CONCEPT OF REASSIGNMENT AND CONDITIONS OF APPLICATION

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#### SECTION I: BACKUP

##### 18.01 Backup position

Notwithstanding clause 18.02, the employee with a backup position may be reassigned, during a backup day of her position duly written on the schedule, when there is a surplus of personnel in her centre of activities. In this case, the employee may be reassigned in another centre of activities with the same care family to which her position is related. For the purpose of application, centres of activities with a similarity in the nature of the care and services delivered to the clientele are considered the same care family.

The centres of activities where the employee may be reassigned are determined in the following manner:

- For a hospital or physical rehabilitation centre: two (2) centres of activities with the same care family and in the same facility;
- For the residential and long-term care centres (CHSLD): centres of activities in the geographic territory;
- For the local community service centres (CLSC): centres of activities in the geographic territory, with the same care family;
- For the other centres of activities, the notion of territory does not apply and the reassignment is done in the same care family.

A reassignment under this clause is first on a voluntary basis, among the employees with a backup position. Failing volunteers, it is in reverse order of seniority among the same employees.

The Employer confirms the employee's reassignment to her a maximum of twenty-four (24) hours before her shift starts.

Notwithstanding this clause, when the purpose of the reassignment is for a training or orientation activity for a specific employee, the seniority rule does not apply.

A reassignment cannot occur more than once a shift. However, as soon as the reassignment needs no longer exist, the employee returns to her position's centre of activities on the next shift on her schedule.

The employee's schedule is not modified because of such a reassignment.

**SECTION II: REASSIGNMENT**

**18.02 Reassignment**

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 availability list has the ability to clinically assume or is available for 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) from June 24 to August 15, in the case of the employee who works in schools and whose duties are related to the presence of students, when she is not on leave without pay or vacation. The Employer offers the employees the most holidays possible in order to reduce the use of reassignment. If need be, the Employer informs the Union about the reassignment conditions.

To ensure stability for a newly-hired employee, she may not be reassigned for one (1) month following the end of her welcoming, integration and orientation program.

In the cases set out in paragraphs a) and b) of this clause, the reassignment may not exceed one shift or occur more than once (1) a shift. It may not be done repetitively either.

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

**SECTION III: REASSIGNMENT PROCEDURE FOR EMPLOYEES AFFECTED BY A TOTAL OR PARTIAL TEMPORARY CLOSURE OF A CENTRE OF ACTIVITIES THAT DOES NOT EXCEED FOUR (4) MONTHS**

**18.03** Employees affected by the total or partial temporary closure of a centre of activities that does not exceed four (4) months are reassigned according to the procedure set out in this section.

The reassignments are carried out first among the employees who volunteer. Then, the employees are reassigned by reverse order of seniority, according to the following sequence:

1. The Employer modifies the assignment of employees on the float team and integration team in order to reassign them to another centre of activities;
2. CPNPs with more than one (1) month after the orientation period;
3. employees on the replacement team;
4. employees assigned by the availability list;
5. incumbents of backup positions;
6. other incumbents of positions.

**18.04** The Employer informs the Union of a total or partial temporary closure of a centre of activities and sends the Union the pertinent information on reassignments. If possible, the Employer offers employees time off to reduce the use of reassignments.

**18.05** An employee incumbent of a compound or multipurpose position is first assigned in the other centre(s) of activities for her position before being reassigned. If several employees have a position that includes the same centres of activities, they are assigned to it by order of seniority.

**18.06** An employee incumbent of a position in a centre of activities that temporarily closes must choose a maximum of three (3) other centres of activities in which she wants to be assigned during the closure, specifying the order of preference. An employee reassigned to her second or third choice of centre of activities may not request to be reassigned once again even if, afterwards, an assignment becomes available in her first or second choice.

If none of these three (3) choices can be respected, the employee is then reassigned to the float team centre of activities.

**18.07** The reassigned employee, incumbent of a part-time position, is considered an incumbent of a position in the centre of activities where she is assigned for purposes of applying the availability list during the reassignment period.

In the event that she obtains an assignment that exceeds the reassignment period, this assignment ends when the reassignment period ends.

## **ARTICLE 19 (MATTER 10)**

### **OVERTIME, RECALL TO WORK, ON-CALL**

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#### **SECTION 1: OVERTIME**

##### **19.01 Use of overtime**

The Employer and Union implement the appropriate means to avoid using overtime and independent labour. Moreover, using overtime cannot be a systematic practice for replacing absences.

##### **19.02 Equitable distribution**

If overtime is required, the Employer shall offer it to available employees, in turn, so as to distribute it equitably among the employees with positions in this centre of activities, and then to employees with positions in the facility.

If the Employer is unable to fill the overtime work under the preceding paragraph, it is offered, in turn, to employees who have been oriented and meet the normal requirements of the job and who have expressed availability for this purpose.

It is the employees' responsibility to express their availability for overtime.

In the event the Employer cannot fill the shift in its entirety, the Employer may then choose to offer four (4)-hour overtime shifts to employees who have expressed availability for half shifts.

If the Employer is unable to fill the need for overtime personnel after having offered it in accordance with the preceding paragraphs, it may then be offered, in turn, to employees on annual vacation, if they have specifically expressed availability for this purpose.

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

**19.03** An employee whose overtime shift is cancelled less than two (2) hours before the shift begins, because there is no longer a need in the centre of activities, is offered, instead, to be assigned to another centre of activities where there is a need and for which she meets the normal requirements of the job. The employee can refuse, in which case she is not paid and she resumes her turn.

**19.04** In the case where there is less than one (1) hour before the shift begins, the Employer offers it to the employees on site.

## **SECTION 2: ON-CALL SERVICE**

### **19.05 Availability (on-call) in turn**

When the needs of a centre of activities require personnel on call, the employees are on-call in turn unless a sufficient number of employees volunteer. For the purpose of applying this paragraph, float team employees who have frequently replaced employees in the centre of activities may volunteer.

If an insufficient number of employees have volunteered to cover all the needs, the other employees are only called upon to fill the remaining needs.

### **19.06 On-call at her residence or in the facility**

The Employer determines if the employee on call must stay in the facility or may be at her residence to ensure the on-call service.

However, an employee on call may stay at her residence if it is possible for her to arrive at the facility within approximately one half (1/2) hour. In the case where the Employer agrees to increase this time period in a centre of activities, it must be applied in the same way to all employees.

### **19.07 On-call at the facility**

The Employer provides a suitably furnished room or quarters for the on-call employee who is required to remain in the facility while on call.

### **19.08 Communication device**

The Employer provides the on-call employee with an adequate communication device free-of-charge.

The employee ensures the proper functioning of this communication device at all times wherever she is.

### **19.09 Parking**

The Employer agrees to ensure that a parking space is available free-of-charge near each hospital for the on-call employee who works in the operating room.

### **19.10 Rest period**

An employee who has worked more than three and a half (3½) hours when she was on call may have her next shift rearranged to allow her a reasonable time to rest or, if she wants, obtain an authorized absence, if the needs of the centre of activities allow, after agreement with the Employer.

### **19.11 Recall during a meal**

If an employee is urgently called back to work while taking her meal in the cafeteria, the Employer provides her with a new meal after she has responded to the emergency.



**ARTICLE 20 (MATTER 11)**

**STATUTORY HOLIDAYS AND FLOATING HOLIDAYS**

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**20.01** The thirteen (13) statutory holidays recognized in the Institution are the following:

- F1 Canada Day (if July 1<sup>st</sup> is a Saturday, Sunday or Monday: the holiday is the Monday. If not, the holiday is the following Friday)
- F2 Labour Day (1<sup>st</sup> Monday of September)
- F3 Thanksgiving (2<sup>nd</sup> Monday of October)
- F4 Remembrance Day (float acquired on November 11)
- F5 Christmas
- F6 Christmas Eve or Boxing Day
- F7 New Year’s Day
- F8 New Year’s Eve or the day after New Year’s Day
- F9 Valentine’s Day (float acquired on February 14)
- F10 Good Friday
- F11 Easter Monday
- F12 Patriots’ Day (Monday before May 25)
- F13 Québec National Holiday (according to the provisions of the law)

For Christmas and New Year’s Day, the statutory holidays are determined as follows:

If Christmas (F5) and New Year’s Day (F7) are on a:	F5 and F7:	F6 and F8:
Sunday	Monday	Tuesday
Monday	Monday	Tuesday
Tuesday	Tuesday	Monday
Wednesday	Wednesday	Tuesday
Thursday	Thursday	Friday
Friday	Friday	Thursday
Saturday	Friday	Thursday

The Employer arranges the schedule or attaches a compensatory holiday for employees who work the night shift to ensure that they can have a day off the day after a statutory holiday when they are off during the holiday period.

The list of these statutory holidays including the corresponding dates is posted before May 1<sup>st</sup> every year, according to the provisions in the first paragraph.

**20.02** Floating holidays are statutory holidays for the purpose of application of the collective agreement. They are accumulated on the date stipulated in the calendar in the first paragraph.

An employee must be an incumbent of a full-time position, or obtain a full-time assignment for six (6) months or more, and be in the position on the day in the list in clause 20.01 to benefit from the F4 and F9 floating holidays.

However, an employee who is an incumbent of a full-time position may anticipate her floating statutory holidays. If the employee resigns or her status changes before the date stipulated in clause 20.01, the Employer recoups the salary paid for the floating holidays that she anticipated.

### **20.03 Equitable distribution**

The Employer distributes statutory holidays equitably among the employees in the same centre of activities taking into account the employee's preferences.

All employees will have two (2) consecutive days off at Christmas or New Year's.

The Christmas and New Year's statutory holidays are taken according to the following provisions:

- A. In centres of activities where employees work one weekend out of two (2) weekends:

The Christmas and New Year's statutory holidays are not given alternately year to year.

The employee obtains, regardless of seniority, the statutory holiday closest to her weekend off. Therefore, the employee who works the weekend closest to Christmas is off on New Year's and vice-versa. However, if Christmas and New Year's fall on a Wednesday, the employee may, by seniority, choose to add her statutory holidays before or after her weekend to work.

The employee has six (6) consecutive days off during the weeks of Christmas or New Year's by adding statutory, floating, compensatory holidays and/or weekly days off, except if the employee notifies the Employer otherwise. The employee's schedule is then adjusted, based on the needs, in order to add an equivalent number of consecutive work days during the other holiday.

However, if there is a reduction in activities in the centre of activities, the employee may add more than six (6) days off, after agreement with her immediate superior.

- B. In centres of activities where employees work one weekend out of three (3) or less:

The Christmas and New Year's statutory holidays are given alternately from year to year.

The employee has six (6) consecutive days off during the weeks of Christmas and New Year's by adding statutory, floating, compensatory holidays and/or weekly days off, except if the employee notifies the Employer otherwise. The employee's schedule is

then adjusted, based on the needs, in order to add an equivalent number of consecutive work days during the other holiday.

However, if there is a reduction in activities in the centre of activities, the employee may add more than six (6) days off, after agreement with her immediate superior.

#### **20.04 Postponement of a statutory holiday**

An employee who works all her days in a consecutive manner may request that the Employer schedule her compensatory or floating holiday with a weekend off or at the end of her work cycle.

Except if the employee notifies otherwise, compensatory holidays thus accumulated which cannot be taken on the date they were scheduled due to the employee's departure for an employment injury are postponed to a later date to be determined by agreement with the Employer.

In addition to her two (2) floating holidays, the employee is entitled to bank a maximum of five (5) statutory holidays a year. They can be taken on a date agreed between the employee and immediate superior, who cannot refuse without valid reason if the employee makes the request ten (10) days in advance.

The statutory holidays accumulated under the preceding paragraph must be used before June 30 each year. The employee informs the Employer before March 15 in writing, on the form for this purpose, of her requests for the dates to take accumulated holidays for April 1 to June 30. Failing an agreement with the Employer on the dates to take the accumulated holidays, the Employer sets the dates to take these holidays, trying to respect the employee's preference.

#### **20.05 Floating holidays in psychiatry or a specific unit**

The floating holidays in psychiatry or a specific unit acquired under the provincial provisions of the collective agreement must be taken on the dates agreed between the Employer and employee. The employee must inform her immediate superior of the dates when she wants to take her holidays, who cannot refuse without valid reason. These holidays accumulated between July 1 and June 30 in a reference year must be taken no later than June 30 of the said year. The employee must confirm the date when she wants to take her holidays from April 1 to June 30 before March 15 each year.

## **ARTICLE 21 (MATTER 11)**

### **ANNUAL VACATION**

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#### **21.01 Annual vacation period**

The annual vacation period is from May 1 of one year to April 30 of the next year.

The period between June 15 and September 30 of each year is considered the normal annual vacation period. The Employer cannot force an employee to take her vacation outside of the normal vacation period. The winter vacation period is between October 1 and June 14 every year.

However, employees working in schools must take all of their annual vacation weeks during the student holiday periods based on the school calendar. If the employee wants to take a week of annual vacation outside of these periods, she may do so after agreement with her immediate superior.

#### **21.02 Taking vacation**

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, the employee's seniority only prevails for one (1) choice of vacation within each of the two (2) periods, that is, the normal vacation period and winter vacation period.

An employee can choose to split up one (1) week of annual vacation into individual days or grouped together outside the normal annual vacation period, spring break or the holiday period. The use of these days must first be agreed with the Employer.

Notwithstanding the previous paragraph, the employee may, after prior agreement with the Employer, obtain one or more days of annual vacation split up during the normal annual vacation period, if the number of employees who can take vacation at the same time has not been reached for the week in question and if the needs of the centre of activities so allows, after the posting of the approved annual vacation in accordance with clause 21.07.

#### **21.03 Posting of the list**

The Employer posts a list of employees with their seniority and quantum of annual vacation to which they are entitled, in the usual manner by March 1<sup>st</sup> and September 1<sup>st</sup>.

#### **21.04 Registration**

The employees register their preferences before March 15 for the normal annual vacation period and September 15 for the winter vacation period. The employee expresses two (2) preferences

for each one of the periods by indicating her priority. However, the employees absent during these posting periods must communicate their preferences to the Employer according to the procedure in effect during these periods.

An employee appointed to another position before the end of the posting period for the annual vacation list and who will transfer after the end of the posting period for the annual vacation list expresses her preferences in the centre of activities where she has obtained her new position.

For the purpose of determining annual vacation, the employee who is an incumbent of a position on the integration team with day/evening shifts expresses her preferences on the evening shift and the one with a position with day/night shifts expresses her preferences on the night shift.

#### **21.05 Annual vacation during the holiday period**

An employee who wishes to take vacation during the holiday period can only have one (1) week of annual vacation. In such a case, the employee must work the other statutory holiday (Christmas or New Year's), the one not covered by her vacation week. In no case can the application of this clause enable an employee to avoid the obligation to work one of the two holidays during the holiday period.

#### **21.06 Determination of the dates of annual vacation**

The Employer determines the date of annual vacation taking into account the needs of the centre of activities, preference expressed by employees and their seniority in the Institution, but applied among employees in the same job-titles group working in the same centre of activities and by shift.

If the Employer cannot grant either of the two preferences expressed by the employee, the Employer contacts the employee so that she can choose dates where the number of employees that can take annual vacation at the same time has not been reached. The employee must immediately send the Employer her choice, which then becomes official and cannot be questioned.

If more than one employee is covered by the preceding paragraph, the Employer proceeds by order of seniority.

The number of employees who can take annual vacation for each one of the weeks in the annual vacation period cannot be less than one (1).

#### **21.07 Posting of the schedule**

The Employer posts the annual vacation schedule by April 9 and October 7. This schedule remains posted during the entire annual vacation period.

When an employee obtains a position in a new centre of activities after a posting, and after the annual vacation schedule is posted, she keeps her annual vacation dates and transfers them to her new centre of activities.

An employee takes her annual vacation on the dates stipulated on the vacation schedule. The schedule cannot be modified, except in the cases set out in clause 21.08 or by agreement between the parties.

#### **21.08 Postponement of annual vacation**

The annual vacation of an employee who is unable to take her annual vacation at the scheduled time because of illness, accident, employment injury, protective reassignment of the pregnant or breast-feeding worker or for family and parental reasons within the meaning of an *Act respecting labour standards*, occurring before her annual vacation starts, is automatically postponed, except if the employee notifies the Employer in writing otherwise.

In all cases of postponement of annual vacation, the Employer sets the new vacation date when the employee returns, taking into account the employee's preference.

The new vacation date must, if possible, be during the current annual vacation period, as defined in clause 21.01.

#### **21.09 Annual vacation for spouses**

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

#### **21.10 Annual vacation for employees with seventeen (17) years and more of service**

An employee entitled to twenty-one (21) to twenty-five (25) days of annual vacation may take these additional annual vacation days split up or in a continuous manner:

##### **A. Annual vacation days split up:**

These days are granted based on the needs of the centre of activities and after agreement with the immediate superior. They are not counted in the determination of the annual vacation dates. However, a priority is given to the employee who wishes to add these days to a complete week of annual vacation (either at the beginning or end, as per her choice). These days have priority over granting compensatory or floating holidays.

##### **B. Days of annual vacation taken in a continuous manner:**

The employee indicates her annual vacation choice when she registers her preferences. These days are considered as being a complete week of annual vacation for the purpose of

determining annual vacation dates when it is three (3) continuous days and more. The employee must add statutory holidays, or other days off to her week of annual vacation in order to have a complete week off.

## ARTICLE 22

### INFORMATION SENT TO THE UNION

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**22.01** The information that the Employer must periodically send to the Union under the local and provincial provisions of the collective agreement are the following:

- The seniority list, once a year;
- The CIUSSS positions book for the Union's certification unit, twice (2) a year, on April 1 and October 1;
- The list of created positions with their status, per financial period;
- The list of vacant positions in the job structure, per financial period;
- The list of abolished positions, per financial period;
- The list of new hires, per financial period;
- The list of resignations, per financial period;
- The written notices of appointments (email), continuously;
- The written notices of abolishment of positions with incumbents (email) with the pertinent information, continuously;
- The list of employees' annual vacation choices;
- The schedules for the centres of activities.

**22.02** As soon as the Union's access to the Employer's human resources software enables the Union to obtain or directly go and get the information covered in the preceding paragraph, the Employer stops sending the Union this or these documents. The Employer's obligation under the provincial or local provisions is then deemed met by the computer access given to the Union.

**22.03** The Employer makes the qualification score and distribution of the points given to the elements in the selection process for positions granted under clause 13.16 of this collective agreement available to the Union as soon as they are determined.

**22.04** In the event of modifications to the provincial provisions of the collective agreement affecting one or more documents stipulated in clause 22.01, the Employer's resulting obligations are modified accordingly.



## **ARTICLE 23**

### **GOING INTO EFFECT AND TRANSITIONAL MEASURES**

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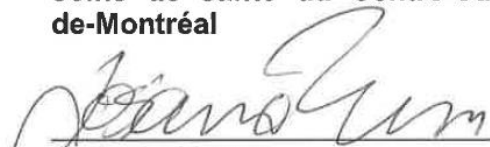
- 23.01** These local provisions of the collective agreement go into effect on January 6, 2019.
- 23.02** The letters of understanding and appendices are an integral part of the collective agreement.
- 23.03** The local provisions of the collective agreement remain in effect until they are replaced by the parties.
- 23.04** The parties agree to correlate the texts as a result of new provincial provisions of the collective agreement.


#### **TRANSITIONAL MEASURES**


- 23.05** Before these local provisions go into effect, the previous local provisions on the posting and granting of positions remain in effect, subject to this clause. The posted positions are accessible to all employees in the certification unit, but priority in granting these positions is given to employees from the former component covering the posted position. Other employees may apply for these positions. If no candidate from the former component is retained, the position is granted by seniority among all the employees in the certification unit, respecting the other applicable rules.
- 23.06** Notwithstanding the provisions set out in clause 13.19, the number of withdrawals from positions allowed under this clause is three (3) and not two (2) until August 31, 2019 inclusively.
- 23.07** Notwithstanding any change as a result of the new list of statutory holidays stipulated in clause 20.01 for the period between these local provisions going into effect and June 30, 2019, the Employer makes the required adjustments for every employee to have thirteen (13) statutory holidays in the reference year.
- 23.08** Notwithstanding the date these local provisions go into effect, as stipulated in clause 23.01, the Employer may create positions that comply with Article 1, post them and appoint an employee in accordance with Article 13, as of the signature of these local provisions. However, the date the new incumbent begins cannot be before January 6, 2019.

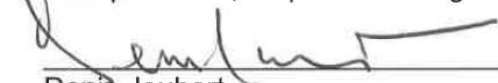
In witness whereof the local parties have signed on the 20<sup>th</sup> day of the month of September in the year 2018.

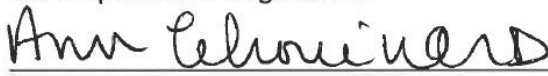
**FIQ-Syndicat des professionnelles en soins de santé du Centre-Sud-de-l'Île-de-Montréal**


  
\_\_\_\_\_  
Josianne Moreau  
Présidente

  
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Vincent Veilleux  
Porte-parole

  
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Vinh Tran  
Vice-président, responsable négociation

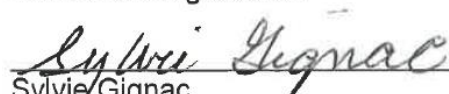
  
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Denis Joubert  
Co-responsable négociation

  
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Ann Chouinard  
Comité de négociation


  
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Jean-Louis Lecours-Loiselle  
Comité de négociation

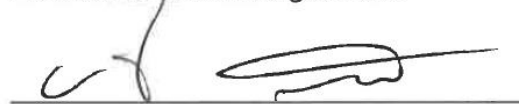
  
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Mario Laforest  
Comité de négociation

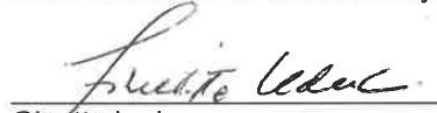
  
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Linda Dubuc  
Comité de négociation

  
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Sylvie Gignac  
Comité de négociation

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

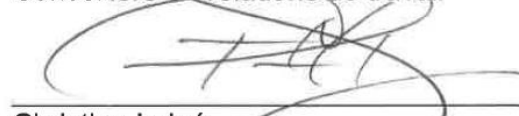
  
\_\_\_\_\_  
Sonia Bélanger  
Présidente-directrice générale

  
\_\_\_\_\_  
Vincent Lehouiller  
Directeur des ressources humaines, des communications et des affaires juridiques

  
\_\_\_\_\_  
Ginette Leduc  
Porte-Parole

  
\_\_\_\_\_  
Berley André Jeanty  
Conseiller en relations de travail

  
\_\_\_\_\_  
Élise Guilbert-Lecomte  
Conseillère en relations de travail

  
\_\_\_\_\_  
Christian Lainé  
Chef d'unité - Soins infirmiers

  
\_\_\_\_\_  
Pascale Dunlop  
Chef d'unité- Hébergement

## **APPENDIX 1 – POSITIONS GRANTED ACCORDING TO A SELECTION PROCESS**

The following positions are granted after a selection process, as indicated in clause 13.16:

- Nurse team leader – Operating Room;
- Assistant-head-nurse, assistant to the immediate superior;
- Nurse clinician;
- Nurse clinician assistant head nurse, nurse clinician assistant to the immediate superior;
- Care counsellor nurse;
- Specialty nurse practitioner candidate;
- Specialty nurse practitioner;
- Nurse first surgical assistant;
- Nurse clinician specialist;
- Respiratory therapy technical coordinator;
- Respiratory therapy clinical instructor;
- Assistant-head respiratory therapist.

## **APPENDIX 2 - SPECIALTY NURSE PRACTITIONERS**

### **Article 1      General provision**

The parties agree to meet in the six (6) months following the going into effect of these local provisions to evaluate and make the necessary adjustments, if applicable, based on the specific nature of the job and work set out in *Letter of Understanding No. 18 Regarding specialty nurse practitioners* in the provincial provisions of the collective agreement and all other pertinent work.

### **Article 2      Difficulties in application**

In the event of any difficulties in the application of the local and provincial provisions for employees covered by this appendix, the parties agree to meet to discuss and try to provide appropriate solutions.

### APPENDIX 3 - UNION BULLETIN BOARDS

<p><b>Centre de Réadaptation Lucie-Bruneau</b></p>	<p><b>3 bulletin boards:</b></p> <ul style="list-style-type: none"> <li>- Pavillon maison Lucie-Bruneau rez-de-chaussée;</li> <li>- Esplanade Roma-Martin residential islet;</li> <li>- Pavillon Jean-De-Grandpré.</li> </ul>
<p><b>Hôpital Chinois de Montréal</b></p>	<p><b>2 bulletin boards:</b></p> <ul style="list-style-type: none"> <li>- Near the locker room in the basement;</li> <li>- In the cafeteria on the ground floor.</li> </ul>
<p><b>CSSS Sud-Ouest-Verdun</b></p>	<p>28 bulletin boards:</p> <ul style="list-style-type: none"> <li>- Centre d’hébergement Louis-Riel;</li> <li>- Centre d’hébergement Yvon-Brunet;</li> <li>- Centre d’hébergement Réal-Morel;</li> <li>- Centre d’hébergement des Seigneurs;</li> <li>- Centre d’hébergement de Saint-Henri;</li> <li>- CLSC de Verdun 400 de l’Église;</li> <li>- CLSC de Ville-Émard – Côte-Saint-Paul;</li> <li>- CLSC de Saint-Henri;</li> <li>- Saint-Jacques facility;</li> <li>- Centre d’hébergement du Manoir-de-Verdun;</li> <li>- Centre d’hébergement Champlain;</li> <li>- Hôpital de Verdun: seventeen (17) boards, including a large one in the corridor neat the cafeteria.</li> </ul>
<p><b>CSSS Jeanne-Mance</b></p>	<p><b>15 bulletin boards:</b></p> <ul style="list-style-type: none"> <li>- Centre d’hébergement Paul-Émile Léger: on the 2<sup>nd</sup> floor, B Wing, administrative side, near the union office;</li> <li>- Centre d’hébergement du Manoir de l’Age d’Or: on the ground floor, in front of the service elevator;</li> <li>- Centre d’hébergement Jean De La Lande: in the employees’ dining room;</li> <li>- Centre d’hébergement Bruchési: on the ground floor, near the employees’ break room;</li> <li>- Centre d’hébergement Jacques-Viger: on the ground floor, near the union office;</li> <li>- Centre d’hébergement Ernest-Routhier: on the 1st floor, near the entrance;</li> <li>- Centre d’hébergement Armand-Lavergne: in the basement, near the employees’ break room;</li> <li>- Centre d’hébergement Émilie Gamelin: on the ground floor, near the employees’ break room;</li> <li>- CLSC du Plateau Mont-Royal: on the 2<sup>nd</sup> floor, in the employees’ room;</li> <li>- CLSC des Faubourgs, Sainte-Catherine site: on the 6<sup>th</sup> floor, in the corridor;</li> <li>- CLSC des Faubourgs, Visitation site: on the 5<sup>th</sup> floor, in the corridor, near the employees’ dining room;</li> </ul>

	<ul style="list-style-type: none"> <li>- CLSC des Faubourgs, Parthenais site: on the 2<sup>nd</sup> floor, in the employees' kitchen;</li> <li>- CLSC des Faubourgs, Port-Royal site: in the corridor going to the kitchen;</li> <li>- CLSC St-Louis du Parc, 55 Mont-Royal Ouest site: in the employees' kitchen;</li> <li>- CLSC St-Louis du Parc, 15 Mont-Royal Ouest site: in the employees' kitchen.</li> </ul>
<b>Institut de Réadaptation Gingras-Lindsay de Montréal</b>	<p><b>4 bulletin boards:</b></p> <ul style="list-style-type: none"> <li>- two (2) boards at Pavillon Gingras;</li> <li>- two (2) boards at Pavillon Lindsay.</li> </ul>
<b>Hôpital Notre-Dame</b>	<p><b>9 bulletin boards:</b></p> <ul style="list-style-type: none"> <li>- Opposite the ground floor elevators, L.C. Simard;</li> <li>- Opposite elevators 18-19 ground floor, Mailloux;</li> <li>- HRD near elevators 16-17 ground floor, Mailloux;</li> <li>- Cafeteria corridor, 2<sup>nd</sup> floor, Mailloux;</li> <li>- In front of the coffee room on 1<sup>st</sup> basement level, Lachapelle;</li> <li>- In front of security on 2<sup>nd</sup> basement level, Lachapelle;</li> <li>- Near the radiation-oncology entrance 3<sup>rd</sup> basement level, Lachapelle;</li> <li>- To the right of elevator 9-10 1<sup>st</sup> floor, Deschamps;</li> <li>- Corridor to the cafeteria ground floor, Deschamps.</li> </ul>
<b>Santé Publique</b>	<ul style="list-style-type: none"> <li>- In the corridor near the cafeteria, on the ground floor</li> </ul>
<b>CRDI-TED</b>	<ul style="list-style-type: none"> <li>- Next to the union office, on the ground floor</li> </ul>
<b>Centre de Réadaptation en Dépendance de Montréal</b>	<p>One board in the facility on Prince Arthur Street</p>
<b>Institut Universitaire en Gériatrie de Montréal</b>	<p><b>6 bulletin boards:</b></p> <ul style="list-style-type: none"> <li>- In front of the men's locker room;</li> <li>- In front of the ladies locker room;</li> <li>- GF near the clinics and laboratory;</li> <li>- Near the cafeteria;</li> <li>- In the cafeteria;</li> <li>- Pavillon Alfred-Desrochers near the locker rooms.</li> </ul>

#### **APPENDIX 4 LETTER OF UNDERSTANDING NO. 6 JOINT COMMITTEE**

- WHEREAS** the willingness of the parties to attain the provincial targets of full-time and atypical positions in Letter of Understanding No. 6 in the FIQ 2016-2020 provincial collective agreement by March 31, 2020, while encouraging better job security for part-time employees;
- WHEREAS** the parties have the common goal of reducing the use of overtime and independent labour in order to be able to replace positions temporarily without an incumbent;
- WHEREAS** the willingness of the parties to foster stability of the work teams, continuity of care and attraction and retention of the workforce;
- WHEREAS** the willingness of the parties to analyze the hours of replacement of positions temporarily without an incumbent as stipulated in Letter of Understanding No. 6;
- WHEREAS** the large number of part-time positions that exist in some of the Employer's centres of activities and the large number of incumbency positions;
- WHEREAS** the willingness of the parties to raise the job offers to employees, particularly by raising the number of full-time positions and the gradual elimination of positions with less than seven (7) days per two (2) weeks by increasing the number of days of part-time positions;

#### **THE PARTIES AGREE TO THE FOLLOWING:**

1. The preamble is an integral part of this appendix;
2. The work set out in Letter of Understanding No. 6 will be carried out in all the centres of activities and for all job-titles groups.

The centres of activities affected by a total closure or change of mandate are excluded from the application of this agreement;

3. The parties recognize the interest in upgrading the job structures, thus helping to raise job security, increase attractiveness and raise the employees' job stability;
4. A joint committee composed of three (3) Employer representatives and three (3) Union representatives is formed no later than thirty (30) days after the local provisions of the collective agreement go into effect. They may add a resource person for the centre of activities discussed at the meeting. The work related to this letter of understanding must conclude no later than March 31, 2020 and the committee dissolves on that date;

At a special meeting of the Labour Relations Committee every two (2) years, the parties are given the overtime and independent labour indicators, or other indicators determined by the committee in order to identify the centres of activities that may require an upgrading review;

5. The members of this committee are released from work for the meetings under clause 6.16 in the provincial provisions of the collective agreement, based on the calendar of meetings agreed between the parties;
6. The Employer provides the Union with the data pertinent to the discussions in order for the work to be done;
7. The committee's objectives are:
  - create backup positions for the basic structure, by promoting as many full-time positions and part-time positions with a minimum of seven (7) days in two weeks as possible;
  - ensure that the composition of the basic structure of positions always corresponds to the definition in Article 1 of the local provisions of the collective agreement and if not, make the necessary corrections;
  - stabilize the work days in the centre of activities as much as possible.
8. For this purpose, the committee members establish their work method and tools which will be used to transform the replacement, independent labour and overtime hours into backup positions.
9. The parties agree that the needs for upgrading and creating positions will be determined based on the following principles:
  - Optimize the job structure in the centres of activities based on the replacement needs in each centre of activities, by shift and job-titles group;
  - Foster continuity of care, workforce stability and maintaining expertise;
  - Aim for a job structure with the most single positions possible in a centre of activities;
  - Aim for a job structure with the most full-time positions in a centre of activities, but with a minimum of seven (7) shifts every two (2) weeks;
  - The recurrent nature and frequency of simultaneous absences per shift and day of the week;
  - Centres of activities which have already upgraded their job structure;
  - The creation of backup positions is the Employer's responsibility.



However, the parties agree that an upgrading of positions in a centre of activities can be done in a gradual manner to avoid excessive staff movement.

10. If there is a need to upgrade the hours in a position, the parties favour an upgrading of positions, by seniority and shift, to at least seven (7) days per two (2) weeks and then the upgrading of positions to full time, by following the principles set out in paragraph 9 of this agreement and in the following order:

- upgrade single positions in the centre of activities;
- create backup positions;
- create compound positions.

A position may not contain a fewer number of days than seven (7) days per two (2) weeks, except positions on the float team and integration team.

The postings linked to the new backup positions must be done as soon as possible, but no later than January 1, 2020.

11. The positions created are posted and granted according to the provisions set out in the provisions of the collective agreement.

12. The parties also agree on the need to harmonize the backup positions (or similar positions with another name), created in agreements prior to this one.



## OUR UNION OFFICES

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for our union offices,  
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