

COLLECTIVE AGREEMENT







LOCAL PROVISIONS
between

fiq **SPSCODIM**

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

and

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

Québec  
 

Institution
No. 1056

LOCAL PROVISIONS OF THE COLLECTIVE AGREEMENT

BETWEEN

**THE CENTRE INTÉGRÉ UNIVERSITAIRE DE SANTÉ ET DE SERVICES SOCIAUX DU CENTRE-OUEST-DE-L'ÎLE-
DE-MONTRÉAL (CIUSSS CODIM)**

AND

**THE FIQ – SYNDICAT DES PROFESSIONNELLES EN SOINS DU CENTRE-OUEST-DE-L'ILE-DE-MONTRÉAL
(FIQ – SPSCODIM)**

CLASS 1

JULY 2019

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ARTICLE 1 CONCEPTS OF POSITIONS, EXCEPT FOR RESERVED POSITION, AND THEIR CONDITIONS OF APPLICATION

1.01 Single position

Set of duties performed on a permanent basis by an employee in a centre of activities and described in one of the job titles stipulated in the list of job titles in the provincial provisions of the collective agreement.

A single position is the standard in a centre of activities' job structure.

1.02 Compound position

Set of duties performed on a permanent basis by an employee in more than one centre of activities and described in one of the job titles stipulated in the list of job titles in the provincial provisions of the collective agreement.

A position on the float team cannot be a component of a compound position except for compound positions in the residential accommodation mission, unless there is an agreement between the parties.

A compound position is limited to two (2) centres of activities.

1.03 Float team position and backup team position

The Employer may create one or more float team centres of activities to meet the needs in the same administrative division. The Employer provides the list of float team centres of activities to the Union in accordance with clause 2.03 of these local provisions.

The parties may agree by agreement that a float team position may include more than one job title in the same job-titles group.

The Employer may create backup team positions that are part of a centre of activities over and above a centre of activities' job structure, in the same facility. These positions exist to fill positions temporarily without an incumbent, respond to the needs resulting from a temporary excessive workload, and perform work of a limited duration or for any other reason agreed upon between the parties.

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

1.04 Review of positions

The Employer sends the Union the list of single positions indicating those with a permanent shift (day, evening or night) per centre of activities when the local provisions of the collective agreement go into effect.

The parties agree that these positions will not be transformed into single positions with rotation (day/evening or day/night) as long as they are not vacant.

Every two (2) years or at the Union's request, the parties carry out a review of the use of float team, backup team, compound and rotation positions to verify if they are used for the intended purpose. The Employer provides the Union with the relevant information as part of this exercise.

1.05 Job-titles group

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

The job-titles groups for applying this collective agreement are:

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

2.01 Centre of activities

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

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

A centre of activities is generally in one facility. A centre of activities may also extend to more than one facility, notably when the Employer considers it is required for promoting better organization of work, greater access to services or when the specific nature of the duties performed in the centre of activities so require.

Facility

A facility is a physical location where health care and social services are provided to the population. The institution has several facilities.

Team

A team is a work unit in a centre of activities where, for the care and services needs, employees work to carry out their duties. A centre of activities may include one or several teams.

Sector

A sector is a group of specific or specialized duties in a centre of activities. A centre of activities may not have a sector, or include one or several sectors.

2.02 The Employer encourages stability of employees in one facility, team or sector.

When specific circumstances require a work assignment outside of her facility, team or sector for an employee who holds a position in a centre of activities, the Employer ensures these work assignments are on an equitable basis, among the employees able to do the required work. The conditions for travel allowances apply in accordance with Article 26 of these local provisions.

The schedules, including workdays, days off, in particular statutory holidays and annual vacation, are determined either by centre of activities, facility, team or sector.

2.03

The Employer provides the list of centres of activities, including the float teams, for information purposes. This list also specifies the facilities, teams and sectors in the centres of activities indicating what is used to determine the schedules, taking of vacation and statutory holidays. The Employer must send a thirty- (30) day prior notice and discuss with the Union any modification of this list, if the latter considers it appropriate.

ARTICLE 3 DURATION AND CONDITIONS OF THE PROBATION PERIOD

- 3.01** The Employer informs the employee of the length and conditions of the probation period when she is hired.
- 3.02** If an employee is subject to a welcome and/or orientation period, her probation period is extended for the equivalent of this period.
- 3.03** The probation period is forty-five (45) workdays, except in the following cases:
- i)** When the job title for which the employee is hired requires a college diploma, the probation period is sixty (60) workdays;
 - ii)** When the job title for which the employee is hired requires a university degree, the probation period is one hundred and twenty (120) workdays for the employee who does not have one year of experience in the job title and ninety (90) workdays for the employee who has one year and more of experience in the job title;
 - iii)** The probation period is one hundred and twenty (120) workdays for specialty nurse practitioners.
- 3.04** The employee may not apply for another position or obtain a temporary assignment during the probation period, unless otherwise agreed between the Union and Employer.
- 3.05** The Employer may temporarily modify the shift of an employee working nights in order to perform an adequate evaluation, as long as such a modification does not deprive an employee on the availability list of a temporary assignment.
- 3.06** An employee's probation period may be extended by agreement between the Union and Employer.
- 3.07** The Employer acknowledges the merits of the immediate superior meeting the employee during her probation period to facilitate its success.
- 3.08** If the Employer rehires an employee who had not completed her probation period due to lack of work, this employee needs only complete the workdays missing from her previous probation period, in order to acquire her seniority, providing however that not more than one (1) year has elapsed since her departure.
- 3.09** The Employer may, if considered appropriate, extend the probation period of an employee who has failed her probation period in a position left vacant after posting on another centre of activities. This extension of the probation period may not be longer than that set out in clause 3.03.

**ARTICLE 4 POSITION TEMPORARILY WITHOUT AN INCUMBENT: DEFINITION AND CIRCUMSTANCES
REQUIRED FOR FILLING THE POSITION**

- 4.01** A position is temporarily without an incumbent when the latter is not working in her position or is absent for one of the reasons stipulated in the collective agreement.
- 4.02** Without limiting the general scope of the foregoing, a position is also considered temporarily without an incumbent in the following situations:
- period during which the institution is waiting for an employee from the provincial workforce service under the provincial provisions of the collective agreement on job security;
 - between the date when a position becomes vacant or is created and the date the incumbent begins her duties;
 - work assignment or assignment to a special project;
 - temporary assignment outside the bargaining unit.
- 4.03** The position temporarily without an incumbent is not vacant.
- 4.04** When the Employer decides to fill a position temporarily without an incumbent, the position may be filled in full, in part and/or in an intermittent manner. The position is filled by employees on the replacement team, backup team or float team, and then by employees registered on the availability list.
- 4.05** When the Employer decides not to fill a position temporarily without an incumbent, or decides to fill it in part and/or in an intermittent manner, the Employer sends the reasons for this decision to the Union in writing, at the latter's request.
- 4.06** The employees assigned to positions temporarily without an incumbent are either full-time employees or part-time employees as defined in the provincial provisions of the collective agreement.

ARTICLE 5 CONCEPT OF REASSIGNMENT AND CONDITIONS OF APPLICATION, EXCEPT REMUNERATION

5.01 Refers to any temporary change of an employee's position carried out at the Employer's request providing the positions are compatible and of the same nature.

5.02 An employee is not obliged to accept a reassignment except:

- a)** in the case of an unforeseen absence engendering an urgent and imperative need for personnel in a centre of activities when the use of other means proves untimely and/or no one from the replacement team or the availability list has the ability to clinically assume the replacement;
- b)** in circumstances that are exceptional, fortuitous or of force majeure, depending on the severity or urgency of the situation;
- c)** during the school holiday period as defined in clause 11.07 of these local provisions, 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 and Union agree on the special conditions for the application of this subparagraph;
- d)** in any other situation agreed to between the parties, notably for construction, renovations or decontamination.

In the cases stipulated in subparagraphs a) and b) of this clause, the reassignment may not exceed one shift or occur more than once (1) a shift. It cannot be repetitive.

Reassignments are first on a voluntary basis. The Employer and Union encourage the creation of a team of volunteer employees for reassignments. An employee may register on this team specifying the centres of activities, days and shifts when she agrees to a reassignment. If the needs so justify, the Employer agrees to orient the employee in the centre or centres of activities chosen. The Employer takes the necessary measures to reduce the impact of a reassignment on the work teams.

Failing a volunteer, the reassignment is by reverse order of seniority, taking into account the employee's preferences, if applicable.

5.03

Temporary closure

The Employer and Union agree on the reassignment procedures for employees affected by a total or partial temporary closure of a centre of activities. Such a closure cannot exceed four (4) months unless otherwise agreed by the parties.

This temporary closure may result from a significant staffing shortage, the annual vacation period, repairs and other exceptional circumstances.

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

After a notice to the Union indicating the centre(s) of activities affected and the length of the closure, the Employer proceeds according to the following principles, unless otherwise agreed:

1. The affected employees are first reassigned by seniority to one (1) of the three (3) centres of activities they chose, when:
 - it is possible for the Employer to do so;
 - the employees are oriented or they have worked there in the last twelve (12) months.

In the event that the above conditions do not exist, the employee gives the Employer another choice of centre of activities, and so on;

2. The new schedules are established respecting each employee's regular shift.
3. The employee's weekend off must be respected if possible;
4. In the event that circumstances permit and taking into account the needs of the centre of activities, the Employer grants a change of shift to the employee who so requests.

ARTICLE 6 RULES APPLICABLE TO EMPLOYEES ON TEMPORARY ASSIGNMENTS, EXCEPT THOSE RELATING TO EMPLOYEES WITH JOB SECURITY, EMPLOYEES ON DISABILITY LEAVE AND EMPLOYEES COVERED BY THE PARENTAL RIGHTS PLAN

6.01 Float team or backup team

A float team or, depending on the case, a backup team may be set up to fill positions temporarily without an incumbent, meet a temporary excessive workload, perform time-limited work or for any other reason agreed between the parties.

The Employer shall make every effort to assign the same employee for the entire replacement.

6.02 Availability list

The availability list is used to supplement the replacement team, float team or, depending on the case, the backup team. It is used to fill positions temporarily without an incumbent, meet a temporary excessive workload, perform time-limited work or for any other reason agreed between the parties.

6.03 Employees on the availability list

The availability list includes the following employees:

- An employee who holds a part-time position who expresses availability in her centre of activities or in other centres of activities in addition to her position;
- An employee covered by Appendix 1 of the provincial provisions of the collective agreement who is exempt from incumbency (holds a position in another institution in the health and social services sector, holds a teaching load in a recognized teaching institution or age fifty-five (55) or older);
- An employee who benefits from clause 15.02 of the provincial provisions of the collective agreement on job security;
- A candidate for admission to the practice of her profession (CPNP/CPLPNP);
- A nursing and respiratory therapy extern;
- An employee on leave without pay to teach or study who is available during the summer school break, spring break or Christmas holiday period.

6.04 Provisions for the availability list

An employee must express her availability in writing to the Employer to be registered on the availability list and must specify:

1. the day or days;
2. the shift or shifts;
3. the centre or centres of activities.

6.05 Employees registered on the availability list must ensure a minimum availability of four (4) days per fourteen (14)-day period, including one (1) weekend out of two (2) weeks and adapted to the Employer's needs, except employees who hold part-time positions.

However, employees covered by Appendix 1 of the provincial provisions of the collective agreement and employees on study leave are not obliged to respect the minimum availability set out in the previous paragraph when they show that they have accepted an assignment in another institution, a teaching load or have a school enrolment certificate that does not allow them to respect this availability.

The availability expressed by the employee may be modified every two (2) months. However, it cannot be modified downwards for June, July and August and the schedule periods coinciding with the Christmas holiday period. The change in availability must be sent at least fourteen (14) days before a schedule begins for it to go into effect.

The Employer offers an orientation and training program to employees who hold a position to develop their expertise in their centre of activities. The Employer offers the program based on the needs of the centre of activities and by seniority. The Employer or employee may end such an orientation and training program. The Employer shares the reasons motivating the decision at the request of the Union or employee.

The Employer may offer an orientation program to employees who hold a position or are on the availability list in a centre of activities. An employee who, at her request, receives such an orientation must maintain her availability in the centre of activities for a minimum of six (6) months.

Employees may be assigned to fill more than one position temporarily without an incumbent during the normal annual vacation period for the replacement of employees whose annual vacation begins within this period. When there are consecutive assignments in the same centre of activities, they are considered as only one assignment for the purpose of applying subparagraph "B) Assignment of more than fourteen (14) days", in clause 6.09. Employees are notified of these assignments within thirty (30) days of the posting of the annual vacation schedule.

6.06 The Employer makes the name, as well as the availability expressed by an employee, available to the Union when an employee registers or re-registers on the availability list or modifies her availability.

6.07 Failure to comply with availability

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

6.08 Provisions for recall of employees on the availability list

Based on the expressed availability, the Employer agrees to distribute the temporary assignments according to the seniority of employees registered on the availability list. Employees registered on the availability list must meet the normal requirements of the job for an assignment.

An employee who has worked five (5) days in the same week is considered unavailable.

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

An employee cannot be denied an assignment of more than fourteen (14) days, for the sole reason that the minimum interval stipulated in clause 19.02 of the provincial provisions of the collective agreement has been applied. The provisions of Article 19 of the provincial provisions – Overtime, do not apply in these cases.

An employee on the availability list can be assigned in advance. This employee cannot question this assignment and another employee cannot claim the assignment because of her seniority rank, if there are seven (7) days or less remaining before the assignment begins.

A part-time employee is not bound to continue an assignment in a position temporarily without an incumbent under clause 22.27 of the provincial provisions of the collective agreement if the number of days of this assignment has been modified downward. However, the employee may not leave her assignment when there is a second modification under clause 22.27 of the provincial provisions of the collective agreement.

An employee is not bound to continue an assignment when the incumbent of the position is on disability and she begins a period of rehabilitation in her position.

An employee who is an incumbent of a part-time position who temporarily left her position to obtain an assignment in her centre of activities is not bound to continue if the number of days of this assignment becomes less than that of the position the employee holds.

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

Granting of assignments

A) Assignment of fourteen (14) days or less or undetermined length

An assignment of fourteen (14) days or less or undetermined length is divisible. The assignment is granted first to employees who are incumbents of part-time positions and registered on the availability list in the sector, team or facility, as the case may be, where the assignment need exists, then in the centre of activities concerned.

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

However, when it becomes foreseeable that the undetermined length of an assignment will be more than fourteen (14) days, this assignment must be granted in accordance with subparagraph B) of this clause subject to a seven- (7) day prior notice to the employees concerned.

B) Assignment of more than fourteen (14) days

An assignment of more than fourteen (14) days is indivisible and granted, by order of seniority, according to the availability expressed, providing this availability corresponds to the assignment to fill and the employee meets the normal requirements of the job, in the following order:

- a) to employees in the centre of activities registered on the availability list. The Employer offers the assignment first in the sector, team or facility concerned, as the case may be, then in the centre of activities. However, if based on her seniority, the assignment must be granted to an incumbent of a part-time position in the centre of activities, she may leave her position temporarily to obtain this assignment in her centre of activities.

When the employee who benefits from such a transfer reintegrates her former position, she receives the salary she had when she occupied this position.

- b) to other employees registered on the availability list.

An assignment of more than fourteen (14) days that cannot be granted as set out in paragraphs a) and b) without being divided, may then be divided, based on the needs of the assignment. It is divided by order of seniority and according to the availability expressed, among the employees, incumbents of a part-time position in the sector, team or facility concerned, as the case may be, and then in the centre of activities.

An employee registered on the availability list and already assigned for a period of fourteen (14) days or less is considered available for assignments set out in subparagraph B) of this clause.

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

C) Assignment of more than ninety (90) days

Notwithstanding subparagraph B) of this clause, priority for assignments of more than ninety (90) days is given to an employee with a permanent night position before employees registered on the availability list, to fill a position temporarily without an incumbent on the day or evening shift in her facility, sector or team, as the case may be, and then in her centre of activities, providing that this employee can be replaced by another employee.

Moreover, an employee, incumbent of a position, who has completed her probation period and wants to obtain an assignment for the purpose of professional development may obtain an assignment of more than ninety (90) days providing no employee on the replacement team or availability list who has more seniority can be assigned to it. Such an assignment may not result in more than one transfer in the centre of activities concerned.

An employee may not be granted more than one assignment outside her centre of activities per twelve- (12) month period as of the beginning of the assignment. The parties agree on and determine the conditions for these assignments.

6.10 Assignment notice

For assignments of fourteen (14) days and more, the Employer notifies the employee on the availability list who replaces the position of the following details in writing:

- a) the identification of the position;
- b) the name of the incumbent (if applicable);
- c) the probable length of the job;
- d) the salary.

For assignments of less than fourteen (14) days, the details mentioned above are only sent to the employee upon request.

The Employer makes this same information available to the Union.

6.11 End of assignment notice

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

ARTICLE 7 RULES APPLICABLE TO VOLUNTARY TRANSFERS IN THE FACILITIES MAINTAINED BY THE INSTITUTION, EXCEPT THOSE RELATING TO EMPLOYEES WITH EMPLOYMENT SECURITY AND EMPLOYEES ON DISABILITY LEAVE, AND THOSE RELATING TO REMUNERATION

A) IN THE BARGAINING UNIT

7.01 The Employer makes the list of the vacant, newly created, or vacant and abolished positions available to the Union every quarter, in accordance with clause 3.14 of the provincial provisions of the collective agreement.

Subject to contrary provisions, the Employer posts the vacant or newly created positions covered by the accreditation certificate within ninety (90) days.

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

A new employee is hired in a position left vacant after posting or a position with eight (8) shifts per twenty-eight (28) days (8/28 position). The employee is granted this position without a posting.

A position is posted for at least fifteen (15) days. The posting is made available to the Union at the same time.

The Employer promotes the creation of full-time positions.

7.02 Details to appear on the posting of a position

The only details to appear on the postings are:

1. the job title and description that appear in the provincial provisions of the collective agreement;
2. the salary scale (minimum-maximum) and regular workweek;
3. the centre or centres of activities;
4. the posting period;
5. the shift (day, evening or night or day/evening or day/night);
6. the status of the position (full time, part time);

7. the number of workdays per two (2) weeks for a part-time position or per four (4) weeks for 8/28 positions;
8. the main centre of activities for a compound position for applying the different working conditions in the collective agreement (annual vacation, bumping, etc.);
9. the home base.

The posting also includes, for information purposes:

- the facility, team and sector, if applicable;
- the job requirements, which must be pertinent and related to the nature of the duties;
- the rotation cycle, if applicable. Distribution of shifts is based on a minimum rotation cycle of twenty-eight (28) days and a maximum rotation cycle of four (4) months.
- the geographic territory where the employee works, if applicable, for a position in which the duties are carried out outside the home base;
- the requirement of a vehicle, if applicable;
- any other information likely to inform the employees about the position.

7.03 Modification of the home base

The Employer may permanently modify the home base of a position when the needs of a centre of activities require a change of home base, without abolishing the position, providing there is no change in the number of positions in the centre of activities.

A change of home base means an employee is permanently assigned to a workplace other than the home base indicated on the posting of her position.

The modification of the home base is offered first to employees covered by the modification of the organization of services on a voluntary basis and by seniority. Failing a volunteer, the modification of the home base is by reverse order of seniority among the employees in the centre of activities who are able to do the work.

The Employer sends a thirty- (30) day written notice of the change to the employees concerned and Union. The parties meet to discuss means to minimize the impacts of this change, if necessary.

Notwithstanding the preceding paragraph, the home base of a non-voluntary employee may only be modified once during an eighteen- (18) month period.

7.04 Procedure prior to posting a vacant position

When a position becomes vacant in a centre of activities, the corresponding work assignment is offered by seniority to employees able to do the job, in the same centre of activities, in another facility, team or sector, as long as an identical position is left vacant (time window of patient services, premiums, regular workweek, etc.).

The Employer establishes a procedure for the conditions of a registry of work assignment interests after consulting the Union and informs the employees.

The Employer posts the position left vacant following the application of this procedure in accordance with the provisions in Article 7 of these local provisions.

An employee who uses this procedure may not apply on the posting of the ensuing vacant position.

The Employer confirms the new home base, if applicable.

7.05 Provisions related to applications

An employee has the right to apply for a position during the posting period according to the established policy in the institution.

This employee may review the list of candidates in a place established by the institution's policy, before applying for a position.

An employee may not obtain more than two (2) transfers in a twelve- (12) month period.

The Employer sends a copy of all the applications received to the union representative at the end of the posting period.

7.06 Rule for granting a position

The position shall be granted to the employee with the most seniority among those who applied and who meets the pertinent requirements that are in relation to the nature of the duties.

However, when the job title requires a university degree, the position is granted to the most competent candidate among the three (3) to five (5) most senior employees who applied and who meet the pertinent requirements that are in relation to the nature of the duties. If none of these candidates are retained for the position, the Employer calls the three (3) to five (5) following candidates by order of seniority, and so on. If several candidates are equally competent, the position is granted to the most senior candidate.

Employees are informed of the competency evaluation criteria before the selection process is applied. This information is also sent to the Union if requested.

7.07 Vacancy created following granting a position

The vacancy created by the promotion, transfer or demotion following the first posting shall also be posted and granted according to the provisions of this article.

The other vacancies resulting from the promotions, transfers or demotions caused by the first two (2) postings are posted at the Employer's discretion.

7.08 Creation and operating procedure of a registry of positions

A registry of positions is set up in the institution. The purpose of this registry is to allow an employee who is absent for a reason stipulated in the collective agreement and who wants to change positions, to register as an interested employee, in the event there is a vacancy in one of the desired positions.

An employee can register in the registry of positions by sending the Employer a written notice. This registration is considered an application for the designated position.

A registration is valid for the length of the absence, but for a maximum of one (1) year in all cases.

7.09 Appointment and start date

The Employer posts all appointments in the twenty (20) days following the end of the posting period or use of the registry of positions for fifteen (15) days. However, when a position requires a selection process, the appointment is made once the selection process is completed, but within forty-five (45) days. The Employer notifies the employee of her appointment in writing at the same time as the said appointment is posted. The Employer sends a copy of the appointment to the union representative.

The employee starts in a position obtained through posting no later than sixty (60) days or twelve (12) weeks after her appointment.

The previous paragraph does not apply to the employee on a maternity, paternity or adoption leave and an employee on disability leave (including absence for employment injury) for a reasonable timeframe as regards the Employer's obligation to accommodate.

7.10 Initiation and trial period

The employee granted the position is entitled to an initiation and trial period of a maximum of thirty (30) workdays, excluding the orientation and integration period.

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

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

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

If there is a return to the former position, replacement team or availability list, as the case may be, the Employer offers the position to another candidate according to the conditions set out in this article, without reposting the position.

7.11 Special procedure for granting part-time positions

- 1)** This procedure applies to the granting of all part-time positions in a centre of activities, providing it does not prevent employees who hold full-time and part-time positions from having one (1) weekend off out of two (2), there are no residual days left, the work assignment for the part-time position is not indivisible. There must be no increase in overtime, including through the application of clause 19.02 of the provincial provisions of the collective agreement.

When the Employer wants to upgrade part-time positions in a centre of activities, the following conditions apply. An employee, who has regularly worked additional shifts to her position for more than six (6) months, may also make a request to her immediate superior to upgrade her position under the same conditions.

- a)** In centres of activities where there is no shift rotation:
 - i)** The position is offered to part-time employees in the same job title and working on the same shift in the centre of activities, facility, team or sector concerned, if applicable, by order of seniority. The workdays of the position are granted, in whole or in part, by seniority to the employee who, by the addition of these workdays, becomes a full-time employee;
 - ii)** If there remain one (1) or more workdays not assigned, this or these days are offered by order of seniority to the other employees in the centre of activities, facility, team or sector concerned, if applicable, providing all the remaining workdays are completely taken by this or these employees;
 - iii)** If no part-time employee wants or is able to become a full-time employee by adding the days offered, the workday(s) of the position are offered by order of seniority to part-time employees in this centre of activities, facility, team or sector concerned, if applicable, providing all the workdays of the position are completely taken by one (1) or several employees.

- b) In centres of activities where there is rotation of shifts, the above-mentioned provisions apply, except for what follows, and providing this does not increase rotation of shifts:
 - i) If the vacant or newly created position is a permanent shift position, only part-time employees who have the same permanent shift can be offered the workdays of the position;
 - ii) If the vacant or newly created position is a position subject to rotation of shifts, all part-time employees on rotation are offered the workdays of the position.
- 2) Following this special procedure, the Employer, sends a written confirmation of the new position to the employee and Union within fifteen (15) days, indicating the status and the number of workdays per two (2) weeks.

7.12 CHANGE OF STATUS

An employee covered by clause 1.02 in Appendix 1 of the provincial provisions of the collective agreement may resign from her position to register on the availability list according to the provisions for temporary assignments set out in the local provisions of the collective agreement.

This employee keeps and transfers her seniority accumulated on the date she resigns from her position.

B) OUTSIDE THE BARGAINING UNIT

7.13 Any vacant or newly created position immediately superior to those covered by the accreditation certificate must be posted in the usual places.

7.14 The Employer sends the Union a copy of the appointment providing it is an employee member of the bargaining unit.

7.15 The employee granted the position may return to her former position covered by the accreditation certificate, within one hundred and twenty (120) days at the most, without prejudice to her acquired rights. The employee has twelve (12) months to return to the bargaining unit.

C) TEMPORARILY OUTSIDE THE BARGAINING UNIT

7.16 The employee who temporarily occupies a position outside the bargaining unit in accordance with clause 3.13 of the provincial provisions of the collective agreement may do so for a period that does not exceed two (2) years and twenty (20) weeks and only providing the Employer continuously take steps to replace her.

If an employee does not return to her position at the end of this period, she is deemed to have left the bargaining unit.

**ARTICLE 8 BUMPING PROCEDURE (CONDITIONS OF APPLICATION OF THE GENERAL PRINCIPLES
NEGOTIATED AND AGREED AT THE PROVINCIAL LEVEL), EXCEPT REMUNERATION**

8.01 The parties meet to agree on measures likely to reduce the impacts on employees prior to applying the bumping procedure.

The Employer informs the Union of the lists of options to be included in the notices to employees before proceeding.

8.02 Abolition of a position

When the Employer abolishes a non-vacant position, the abolished position is the one held by the employee with the least seniority in a given job title, shift, status in the centre of activities concerned.

The employee whose position is abolished or the one who must bump may choose a position left vacant after posting instead of bumping, providing this position is the same status and shift and the employee meets the normal requirements of the job.

8.03 Application

The employee whose position is abolished may bump in the following order:

1. the employee with the least seniority with the same job title, status, on another shift in her centre of activities, or

 the employee with the least seniority with the same job title, status, on the shift of her choice, in another centre of activities within the same administrative division, providing she meets the normal requirements of the job;
2. the employee who cannot use the previous steps bumps the employee with the least seniority with the same job title, status, on the shift of her choice, in another centre of activities, providing she meets the normal requirements of the job;
3. the employee who cannot use the previous steps bumps the employee with the least seniority with another job title, same status, on the shift of her choice, in the centre of activities of her choice, providing she meets the normal requirements of the job.

8.04 Every employee thus bumped may exercise her seniority rights in the manner described in this article providing there is an employee whose seniority is less than her own.

8.05 A part-time employee bumps an employee with a number of days equivalent or greater than the number of days of the position she held. She may also bump a part-time employee who holds a position with fewer days than that of the position she held. In this case, her salary is set proportionately to her hours worked.

- 8.06** A part-time employee can bump a full-time employee according to the above procedure, if she was not able to bump another employee with the same status after the application of all the steps stipulated in this article or obtain a position left vacant after posting. In this case, the part-time employee must agree to become a full-time employee.
- 8.07** A full-time employee may bump a part-time employee according to the above procedure if she was not able to bump another employee with the same status after the application of the above procedure or obtain a position left vacant after posting. In this case, the full-time employee must agree to become a part-time employee.
- 8.08** An employee benefitting from the bumping procedure may choose to register on the availability list, except the employee covered by incumbency.
- 8.09** The employee covered by the above process receives a written notice and has three (3) workdays to make her choice. A copy of the notice is sent to the Union.
- 8.10** Subject to the provincial provisions of the collective agreement, an employee on a leave stipulated in the local and provincial provisions of the collective agreement and who is subject to the bumping procedure during this absence must make her bumping choice without waiting to return to work except if the employee can demonstrate that it is impossible for her to do so.
- The employee who fails to use the above steps in a timely manner is considered to be on the availability list, except for the employee covered by incumbency who is considered to have resigned.
- 8.11** The bumping resulting from the preceding clauses may take place simultaneously or successively.

9.01 Regular week

The regular workweek of employees is based on the number of weekly hours stipulated in the list of job titles, divided into five (5) days. A workday is seven (7) hours, seven and a quarter (7.25) hours or seven and one-half (7.50) hours based on the regular workweek indicated on the posting of the position.

The parties may agree on flexible hours, compressed work schedules, and any other form of work hours. However, with the Union's agreement, the Employer may implement any form of work hours as a pilot project for a maximum of one (1) year, if the absolute majority of employees involved and who have received the appropriate information, agree.

9.02 Division of the week

For calculation purposes, the workweek is based on the calendar week. The calendar week extends from midnight (00:00) on Sunday to midnight (24:00) on Saturday.

9.03 Meal period

The time allotted for meals is forty-five (45) minutes or sixty (60) minutes. However, the immediate superior and employees may agree to modify the time allotted for meals.

Notwithstanding the foregoing, the respiratory therapist whose regular workday is seven and one-quarter (7.25) hours has sixty (60) minutes for her meal period.

An employee is not obliged to take her meal in the institution, except in specific circumstances and on the decision of her immediate superior. An employee who must remain in the institution during her meal period is then considered to be at work, and this time is taken into account in counting the hours of her regular workday.

9.04 Rest period

An employee is entitled to two rest periods of fifteen (15) minutes each workday.

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 after agreement with the immediate superior.

However, after agreement with the immediate superior, employees working on the evening or night shift may add their rest periods to their meal period.

9.05 Weekly days off

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

The Employer may grant four (4) consecutive days off per two (2) weeks of work, at the employee's request. The overtime provisions in the collective agreement do not apply in this case when the number of workdays exceeds five (5) days in the same week.

9.06 Number and distribution of weekends

The Employer ensures every employee a minimum of (1) weekend off per two (2) calendar weeks, so that the employee never works two (2) consecutive weekends or part of a second (2nd) consecutive weekend. However, an employee may agree to a different system on a temporary basis.

For the purpose of this clause, a weekend refers to a continuous period of forty-eight (48) hours including Saturday and Sunday. This period may be moved with the Union's agreement. However, the period is forty-eight (48) hours including the majority of Saturday and Sunday for employees working a permanent night shift. In the event of a similar situation to the employee who works a permanent night shift, in particular certain schedules with shift rotation, the parties agree to meet to discuss them.

These weekends are distributed alternately and equitably among the employees of all job titles in the same job-titles group and whose duties are performed on weekends, as defined in clause 2.03 of the local provisions of the collective agreement.

9.07 Posting of schedules

Work schedules, including days off and shifts, are drawn up by the Employer based on the needs of the centre of activities, facility, team or sector and taking into account, if possible, the employees' preferences. They are available for the employees at least seven (7) days in advance and cover a period of at least four (4) weeks.

Schedules are kept for at least six (6) months for reference purposes.

The Employer cannot change the schedule without giving a seven- (7) day notice, unless the employee agrees otherwise.

9.08 Exchange of schedule

Two (2) employees with the same job title and same schedule as established in clause 9.07 of these local provisions may exchange their days off and workdays, with the agreement of their immediate superior, who cannot refuse without valid reason. The overtime provisions of the collective agreement do not apply in this case.

9.09 Reorganization of the schedule

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

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

9.10 Rotation of shifts

If there is a shortage of regular personnel on the evening or night shift, shift rotation is between employees by job title, in turn, on the same schedule as established in clause 9.07 of these local provisions.

Where there is shift rotation among the employees, the Employer grants a permanent shift on the evening or night shift to the employee who so requests. In this case, the employee is not subject to the system of rotation, unless it is necessary.

The employee may return to the system of rotation at her request.

In the cases stipulated in the preceding paragraph, the employee must give the Employer four (4) weeks' prior notice and the Employer will post it in the centre of activities, sector, team or facility, as the case may be.

During this notice period, the employees in this centre of activities, sector, team or facility may apply for the permanent evening or night shift and, at the end of this period, the shift is granted to the employee who has the most seniority among those who apply.

An employee may request a permanent evening or night shift only once every three (3) months. However, this restriction may not be held against her when she applies under the terms of the article on voluntary transfers or when she uses the provisions of the article on bumping.

The Employer takes all appropriate measures to allow an employee to work on the day shift at regular intervals during the year. Within each four (4)-month period, the employee shall spend at least fifty percent (50%) of her time on the day shift, except if there is a different understanding between the Employer and the employees concerned. The Employer and Union establish the starting point of this period.

In the event that there must be rotation of work periods, the Employer institutes rotation on two (2) shifts, either day-evening or day-night.

It is understood that there will be no rotation of work periods on three (3) shifts.

9.11 Refreshing techniques

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

9.12 Split shifts

An employee is not subject to split shifts.

9.13 Control of working time

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

**ARTICLE 10 CONDITIONS GOVERNING TIME COMPENSATION FOR OVERTIME WORK, RECALL AND
STANDBY DUTIES, EXCEPT RATES AND REMUNERATION**

OVERTIME

- 10.01** Recourse to overtime may not be a systematic practice to replace absences.
- 10.02** If overtime is required, the Employer shall offer it to the available employees, in turn, to distribute it equitably among the employees who normally do this work.

It is up to the employees to express their availability for overtime for a given period.

In unforeseen or urgent cases, the Employer gives preference to the employees on site for overtime.

- 10.03** For the purpose of distribution of overtime, every time the employee refuses to work overtime, she is considered to have worked the overtime offered. The same applies when the employee is absent in accordance with Article 4 of these local provisions of the collective agreement.

AVAILABILITY OR ON-CALL

- 10.04** When the needs of a team, sector, facility or centre of activities require personnel on availability (on-call), the employees who normally do this work are on-call in turn unless:
- a)** a sufficient number of employees volunteer, including employees on the float team or backup team who have been frequently called to replace employees in the centre of activities;
 - b)** an insufficient number of employees have volunteered to cover all the needs, in which case, the other employees are only called upon to fill the remaining needs.

- 10.05** At her request, an employee who has worked more than half a shift when she was on call may take an authorized leave without pay for the shift immediately following this on-call period worked if the needs of the centre of activities so permit.

- 10.06** The Employer decides if the employee on call must stay in the institution or at her place of residence to ensure the on-call service. However, the employee on call may stay at her place of residence if it is possible for her to arrive at the institution within approximately one-half (1/2) hour.

The Employer provides a suitably furnished room or quarters for the employee who is on availability (on-call) in the institution. The Employer provides the employee with a communication device when necessary.

10.07

An employee called back to work urgently while eating her meal, is exempt from paying again for a meal after she has responded to the emergency.

ARTICLE 11 PAID HOLIDAYS, FLOATING HOLIDAYS, AND ANNUAL VACATION, EXCEPT QUANTA AND REMUNERATION

SECTION I – STATUTORY HOLIDAYS AND FLOATING HOLIDAYS

11.01 List of statutory holidays

The thirteen (13) statutory holidays recognized in the institution are the eight (8) paid holidays instituted under a law or regulation:

1. Canada Day;
2. Labour Day;
3. Thanksgiving;
4. Christmas Day;
5. New Year’s Day;
6. Good Friday or Easter Monday;
7. Patriots Day;
8. Québec National Holiday.

The five (5) other recognized statutory holidays, including two (2) that must be during the Christmas holiday period, may be different from one facility to another. The Employer determines these holidays after consulting the Union. The Employer continues to comply with the lists that apply on the date these local provisions of the collective agreement go into effect until a new list goes into effect.

Unless otherwise provided by law, the Employer may move up a statutory holiday that falls on the weekend to the preceding Friday or postpone it to the following Monday.

11.02 Equitable distribution

The Employer distributes statutory holidays equitably among the employees in the same job-titles group on the same team, sector, facility or centre of activities as set out in clause 2.03 of these local provisions. The Employer takes the preferences expressed by employees into account, if possible.

11.03 Postponement of a statutory holiday

An employee who works a statutory holiday is entitled to accumulate a maximum of five (5) compensatory holidays that will be taken after prior agreement with the Employer, who cannot refuse without valid reason. The Employer makes every effort to attach the compensatory holiday to a weekend off.

An employee who works all her days in a consecutive manner may request that her compensatory holiday is scheduled with her other days off. The Employer cannot refuse this request without a valid reason.

Except if the employee notifies otherwise, accumulated compensatory holidays, which cannot be taken on the date scheduled due to the employee’s departure on sick leave or work accident, are postponed to a later date determined by agreement with the Employer, who cannot refuse without valid reason.

Statutory holiday during the holiday season (F-6 to F-9)

11.04 All employees will have at least Christmas or New Year's Day during which they are not obliged to work. To grant these holidays, the parties may decide that employees will be off alternately on Christmas or New Year's Day, each year, unless the latter agree otherwise.

An employee is entitled to take a minimum of five (5) consecutive days off (statutory holidays, compensatory holidays, floating holidays and/or weekly days off) at Christmas or New Year's, as long as the needs of the centre of activities are met. In the event the Employer is not able to apply this provision, the parties meet to try to find a solution. However, in no case may the number of consecutive days off allowed be less than four (4) days off.

Exchange of statutory holiday

11.05 After the posting of the schedule, two (2) employees on the same schedule as set in clause 9.07 of these local provisions may exchange the dates on which they actually take the same statutory holiday written on the schedule. However, the immediate superior must authorize this exchange. In this case, the overtime provisions do not apply if the employee works only one (1) regular workday.

11.06 An employee who is entitled to the floating holidays stipulated in clause 34.03 in the provincial provisions of the collective agreement for psychiatric wings or units or in Appendix 9 for specific units takes these holidays after agreement on the dates with her immediate superior.

SECTION II – ANNUAL VACATION

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

The period between June 1 and September 30 each year is the normal annual vacation period. The Employer may not force an employee to take her vacation outside the normal annual vacation period.

If the Employer is unable to grant annual vacations between June 1 and September 30 in a centre of activities, facility, team or sector as set out in clause 2.03 of these local provisions, the local parties meet to agree on measures making it possible to grant annual vacation during this period. Failing an agreement, the normal annual vacation period extends from May 15 to September 30. However, in the event of a foreseen break in service, the parties meet again to find solutions. Failing an agreement, the parties agree to add a maximum of two (2) additional weeks at the beginning and/or end of this period.

However, the annual vacation of employees working in schools must be taken between June 24 and August 15, December 15 and January 15, during spring break, in the week preceding and following Easter based on the school calendar, or any other period agreed upon by the Employer and Union.

11.08 Taking of vacation

Annual vacation is taken by complete calendar week. If she so wishes, the employee may divide it into periods, each period being at least one (1) week. However, seniority only prevails for one (1) choice of vacation within each of the two (2) periods, that is, the normal annual vacation period and the period outside the normal annual vacation period.

An employee may choose to split up one (1) week of annual vacation. These days are taken outside the normal vacation period after agreement with the Employer and do not appear on the annual vacation schedule.

An employee can split up the days of annual vacation that exceed twenty (20) workdays. These split days are not considered a complete week of annual vacation for the purpose of the annual vacation schedule and are not taken into account when granting annual vacation. An employee takes split-up annual vacation days after agreement with the Employer.

11.09 Posting of the list

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

A copy of the list is given to the Union.

11.10 Registration

Employees register their preference before April 1st and September 1st. Employees who are absent during these posting periods must inform the Employer of their preference in writing during these periods.

An employee who works in more than one centre of activities, one facility, one team or one sector during the annual vacation period exercises her rights set out in this article in the centre of activities, facility, team or sector where she will perform the majority of her work hours during the annual vacation period.

The Employer determines the date of annual vacations, taking into consideration the preferences expressed by the employees and their seniority, applied among the employees in all job titles of the same job-titles group, except for specialty nurse practitioners, and by centre of activities, facility, team and sector as set out in clause 2.03 of these local provisions. However, the parties may agree that in certain cases, annual vacation is taken by job title and shift.

Annual vacation for every employee begins or ends with one (1) complete weekend off.

11.11 Posting of the schedule

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

The employee takes her annual vacation on the dates stipulated on the vacation schedule. This schedule can only be modified in the cases stipulated in clauses 11.12 and 11.13 of the local provisions of the collective agreement. The employee who obtains a transfer, promotion or demotion, or is bumped before taking her annual vacation is not bound to modify the date of her annual vacation if the latter has already been authorized.

11.12 Exchange of annual vacation

By mutual agreement, two (2) employees with the same job title and on the same centre of activities, facility, team or sector as set out in clause 2.03 of these local provisions may exchange their annual vacation, with the agreement of their immediate superior.

11.13 Postponement of annual vacation

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, occurring before her annual vacation period, may postpone her annual vacation, entirely or in part, to a later date. However, she must inform her Employer of this illness and/or physical impossibility as soon as possible.

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

11.14 Annual vacation of spouses

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

ARTICLE 12 GRANTING AND CONDITIONS OF LEAVE WITHOUT PAY, EXCEPT LEAVE WITHOUT PAY UNDER THE PARENTAL RIGHTS PLAN AND LEAVE WITHOUT PAY TO WORK IN A NORTHERN INSTITUTION

12.01 Leave without pay or part-time leave without pay to teach in a school board, CEGEP or university

In order to enable secondary schools, colleges and universities to benefit from the contribution and experience of employees from the health and social services sector, an employee who has at least two (2) years of service in the institution obtains a leave without pay or a part-time leave without pay of a maximum duration of fifty-two (52) weeks, after agreement with the Employer, to teach in a general and vocational college, school board or university providing the nature of the teaching is related to her profession.

The employee must make the request in writing, specifying the length of the leave, at least thirty (30) days in advance, except if the immediate superior agrees to a shorter notice.

The length and conditions of this leave are set based on the teaching load. If the employee abandons her teaching load, she must inform the Employer immediately in order to agree on the conditions for her return to work.

This leave is granted once (1) every (2) years.

Before the end of this leave without pay, and after agreement with the Employer, this leave can be renewed for a maximum of twelve (12) months on an exceptional basis.

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

After agreement with the Employer, the employee who has at least one (1) year of service obtains a leave without pay of a maximum of twenty-four (24) months for the purpose of pursuing studies in the field of nursing and cardio-respiratory care. The employee must make the request in writing at least thirty (30) days in advance specifying the length of the leave.

This leave may be part time, continuous or divided into two (2) or three (3) absences over a period not to exceed thirty-six (36) months.

If the nature of the studies justify an extension of the leave without pay, the employee exceptionally obtains an extension of her leave without pay for the total duration of the studies after agreement with the Employer.

12.03 Leave to retake an exam

An employee is granted a leave without pay of a maximum of three (3) days to prepare for and rewrite one (1) or several exam(s) related to obtaining a permit to practice from the professional order.

12.04 Civic office

The employee who is a candidate or elected to civic office is entitled to a leave without pay according to the provisions of the applicable law.

12.05 Leave without pay

After one (1) year of service, an employee obtains a leave without pay of a maximum of one (1) month once (1) a year, excluding the months of June, July and August, after agreement with the Employer. Notwithstanding the preceding, if the employee's immediate superior agrees to it, such a leave may be granted during the months of June, July and August, after the annual vacation schedule is posted.

The employee must make this request in writing at least thirty (30) days in advance.

This leave without pay may be divided into periods, each one being a number of weeks that can vary from one (1) to four (4) weeks.

Once (1) every five (5) years, an employee with at least five (5) years of service obtains an extension of this leave without pay, after agreement with the Employer. The total length of the extended leave cannot exceed fifty-two (52) weeks.

The employee must make the request in writing at least sixty (60) days in advance specifying the length of this leave. The Employer must give an answer in writing no later than thirty (30) days after the employee's request.

12.06 Pre-retirement

After agreement with the Employer, an employee age sixty (60) or older who holds a full-time position may take a part-time leave without pay. This agreement is renewable every year until the effective date of the employee's retirement, after agreement with the Employer.

The employee must make the request at least sixty (60) days in advance specifying the number of workdays per week.

In the case of a disagreement with the Employer concerning the number of workdays, the employee must work the equivalent of two and a half (2½) days per week.

12.07 Part-time leave without pay by exchange of position

A full-time employee who has at least one (1) year of service may be granted a part-time leave without pay for a minimum of two (2) months and a maximum of fifty-two (52) weeks once (1) a year, providing she makes the request in writing thirty (30) days in advance.

To benefit from a part-time leave without pay, the employee must be able to exchange her full-time position for the position of a part-time employee with the same job title and in the same centre of activities, and this must not require an orientation or training period for either of the employees, except after agreement with the immediate superior(s) concerned.

At the end of this part-time leave without pay, the employees concerned by the exchange of positions return to their respective positions. If, during the leave, one or the other of the employees ceases to be the incumbent of her position, the part-time leave without pay ends unless there is an agreement between the parties to define other conditions.

However, this leave is granted to the employee with less than one (1) year of service when the illness of a dependent requires the employee's presence.

12.08 Part-time leave without pay

An employee, incumbent of a full-time position, with at least one (1) year of service, may obtain a part-time leave without pay of a minimum of two (2) months and a maximum of fifty-two (52) weeks, once (1) every two (2) years, after agreement with the Employer.

An employee must request it in writing at least thirty (30) days in advance, specifying the length of the leave.

This part-time leave without pay cannot be more than three (3) days a week or six (6) days per two (2) weeks.

Once the leave is granted, the length and conditions of the leave may not be modified without the consent of the Employer and the employee concerned. However, if, in the course of the part-time leave without pay, the employee obtains a new position, her part-time leave without pay ends on the date the employee begins work in the new position.

12.09 Leave without pay to open a rehabilitation home, foster home or affiliated pavilion

An employee who opens a rehabilitation home, foster home or affiliated pavilion is entitled to a leave without pay for one (1) year after agreement with the Employer.

The employee must make the request in writing at least sixty (60) days in advance.

This leave is renewable for an additional year.

This leave without pay may only be granted once.

12.10 Leave without pay for marriage or civil union

An employee is entitled to one (1) week of leave without pay at the time of her marriage or civil union. The employee may take the week without pay at her discretion, but it must be taken in the same year as the marriage or civil union.

The employee must make the request in writing at least thirty (30) days in advance.

12.11 Leave without pay for humanitarian assistance

After agreement with the Employer, the employee with at least two (2) years of service may obtain a leave without pay of a maximum of sixty (60) days to work for a humanitarian assistance agency.

The employee must make the request in writing at least thirty (30) days in advance, unless it is an exceptional humanitarian situation.

This leave is granted once (1) every five (5) years.

12.12 Conditions of the leave without pay

Return

In all cases of leaves exceeding thirty (30) days, the employee must inform the Employer in writing of her intention to return to work at the end of her leave at least thirty (30) days before the end of her leave, failing which she is considered to have voluntarily abandoned her job as of the date she left the institution.

An employee can end her leave without pay with a thirty- (30) day written notice to the Employer.

Annual vacation

In the case of leaves without pay of fifty-two (52) weeks and more, the Employer pays the employee concerned an amount corresponding to the number of days of annual vacation accumulated at the date she left on leave without pay.

Sick-leave days

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

However, if an employee 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 collective agreement at the beginning of the employee's leave without pay.

Right to apply

If the employee wants to work part time during her leave without pay, she may do so by registering on the availability list.

An employee on leave without pay can apply for a position and obtain it, providing she ends her leave without pay and begins in this position on the scheduled date for starting the position according to clause 7.08.

Eligibility for leaves without pay

An employee must work one (1) year for the Employer after one of the leaves stipulated in clauses 12.01 (leave without pay or part-time leave without pay to teach in a school board, CEGEP or university), 12.02 (leave without pay or part-time leave without pay to study), 12.05 (leave without pay) and 12.08 (part-time leave without pay) to be once again eligible for one of these leaves.

ARTICLE 13 HUMAN RESOURCES DEVELOPMENT, EXCEPT ALLOCATED AMOUNTS AND RETRAINING OF EMPLOYEES WITH EMPLOYMENT SECURITY

13.01 Statement of principle

The expression “human resource development” refers to the integrated and continuous process by which employees acquire and develop theoretical and practical knowledge, develop and improve skills, creative abilities, skills and aptitudes so they can perform their duties and face the changes affecting their scope of activities and workplaces.

Human resources development is intended to meet the needs of the institution and orientations of the health and social services sector with the goal of better responding to the users’ needs and adaptation needs of employees affected by the transformation of the network.

Human resources development is carried out in large part by welcome, orientation, adaptation and training activities, including in-service training and professional improvement, while ensuring the application of section 231 of *An Act respecting health services and social services* and is part of the human resources development plan (H.R.D.P.).

13.02 Welcome and orientation program

The Employer organizes welcome and orientation activities for newly hired employees aimed at familiarizing them with their new duties, work environment and integrating them.

When such a program exists and the employee is subject to it, the length of her probation period defined in clause 3.03 is extended accordingly.

The Employer sends the Union the list of newly hired employees called to the welcome day, before said welcome day, so the Union can meet them outside of the day’s activities.

13.03 Adaptation program for employees affected by the transformation of the network

The Employer organizes a program of adaptation activities, as needed, after consulting the Union, for employees who are reassigned or affected by a change in work or even a transformation related to the administrative organization or organization of work in the context of a transformation of the network. In these activities, the employee can acquire the qualifications, additional theory and techniques necessary to carry out the new duties given to them.

13.04 Orientation program for employees on the float team, backup team and availability list

When, for purposes of future replacements in a specific centre of activities, the Employer decides to offer an orientation program to employees, the Employer offers it to employees on the float team, backup team or availability list.

If the Employer decides to offer it to employees on the float team or backup team, it is done by seniority, among employees who have indicated interest and who meet the normal requirements of the job while taking into account the Employer's needs.

If the Employer decides to offer it to employees on the availability list, it is done in the same manner.

13.05 In-service training

In-service training is a set of activities for maintaining the skills and efficiency of employees in performing their duties.

It helps the employee adapt to the use of new technologies, equipment or devices that modify the performance of tasks, as well as to acquire new work methods, interventions, therapeutic approaches or more in-depth training in the fields or disciplines related to providing health services and social services.

13.06 Training program following appointment to a position or replacement

The Employer may offer a training program to employees after obtaining a position or replacement to acquire the knowledge, additional theory and techniques necessary for performing new tasks or duties.

13.07 Updating and professional improvement activities

The purpose of updating and professional improvement activities is to enable employees to refresh their theoretical and practical knowledge and acquire new knowledge related to their profession.

These activities enable employees to acquire additional theoretical and practical knowledge useful in performing their tasks based on the evolution of knowledge, work instruments, work methods or intervention or the evolution of problems related to performing the tasks they are given and to acquire greater competency in their scope of activity.

13.08 Motivation and enhancement activities

Motivation and enhancement activities enable employees to see their essential contribution to the care and services provided by the institution recognized and thus increase their level of satisfaction at work. The aim is to develop a work environment and organization of work that facilitates and promotes involvement and commitment at work.

They are carried out by training activities, making available to employees material such as books, journals, and computers, needed for continuing and improved knowledge and competency, and by the recognition, in the form of bursaries or prizes, for special or exceptional contributions to care and services.

13.09 Human resources development plan

The Employer develops a human resources development activities plan for the reference year after consulting the human resources development committee. The Employer carries out the activities plan during the reference year.

The activities plan is given to the human resources development committee at least forty-five (45) days before it begins. Updates to this plan are sent periodically to the human resources development committee.

The Employer determines the application conditions of the activities plan after consulting the human resources development committee.

The committee recommends the selection criteria to the Employer for choosing candidates and the appropriate manner of informing the employees.

The Employer promotes offering the training in an equitable manner for all job titles.

13.10 Use of the human resources development budget

The budget dedicated to human resources development, as defined in the provincial provisions of the collective agreement, is to reimburse salaries, fringe benefits, tuition fees (including material), travel, meal and lodging expenses related to adaptation, training, updating and professional improvement activities.

13.11 Schedule

The employee is considered at work and receives a remuneration equivalent to that she would receive if she were at work for every day that she participates in such an activity.

In no case does an employee on leave from her work receive a higher amount than her regular weekly salary.

The Employer may reorganize the employee's schedule on leave from work, including a change of shift for the employee on a permanent evening or night shift, so the employee can participate in the activities. If it is not possible to respect the interval stipulated in clause 19.02 of the provincial provisions of the collective agreement, the employee is not obliged to participate in the training.

If participation in the training is mandatory and required by the Employer, travel time is counted and paid as work time. In this case, it is the subject of a specific agreement between the employee and Employer.

Human resources development activities are without charge for the employee.

When an employee pays for a training previously approved by the Employer, the latter reimburses her the amount for this training in the thirty (30) days following presentation of supporting documents. If the employee does not attend the training, the Employer may claim the expenses already reimbursed to the employee.

13.12 Report

The Employer sends the human resources development committee a statement of activities held, as well as the allotted amounts, at the end of each fiscal year.

13.13 Preventing disputes

At the request of one of the parties, a dispute regarding human resources development is submitted to the grievance mediation procedure under the provincial provisions of the collective agreement.

**ARTICLE 14 ACTIVITIES CARRIED ON WITH USERS WITHIN THE MEANING OF AN ACT RESPECTING
HEALTH SERVICES AND SOCIAL SERVICES OUTSIDE FACILITIES MAINTAINED BY AN
INSTITUTION GOVERNED BY THAT ACT**

14.01 The immediate superior must first authorize all activities outside the institution and their conditions before the activities are held.

14.02 The working conditions for the employee who accompanies one or more users to an outside activity of more than twenty-four (24) hours are the subject of an agreement between the parties.

ARTICLE 15 MANDATES AND MODE OF OPERATION OF LOCAL COMMITTEES WITH RESPECT TO THE MATTERS LISTED IN THIS SCHEDULE, EXCEPT ANY RELEASE FOR UNION ACTIVITIES REQUIRED TO NEGOTIATE THOSE MATTERS

15.01 The parties acknowledge the importance of maintaining good labour relations and that the problems encountered in the application of the twenty-six (26) matters negotiated at the local level must be discussed at the labour relations committee meetings.

15.02 A human resources development committee is formed no later than sixty (60) days after the signature of the local provisions of the collective agreement to act in an advisory capacity for the activities in human resources development. The committee's mandate is:

- to develop, evaluate and update the activities in the human resources development plan;
- to identify the employees' training needs and consult them on this subject, if necessary;
- the conditions for the human resources development activities;
- to receive and analyze the activities report, including the allotted amounts.

The committee also has the role of formulating recommendations to the Employer on:

- the selection criteria for choosing candidates;
- the appropriate way to inform the employees;

The committee is composed of three (3) people appointed by the Union and three (3) people appointed by the Employer. The Employer or Union may add a resource person of their choice.

The committee sets its own operating rules. Notwithstanding the preceding, unless the committee agrees otherwise, the committee submits more than one recommendation to the Employer in the event of a disagreement on their recommendations.

ARTICLE 16 RULES OF CONDUCT BETWEEN THE PARTIES

16.01 The parties encourage establishing and maintaining orderly and respectful relations. In this regard, they have open, honest communications.

16.02 With respect for the values advocated by the organization, the parties carry out their respective rights.

ARTICLE 17 POSTING OF NOTICES

17.01 Posting of notices

The Employer maintains the union bulletin boards that exist at the signing of these local provisions of the collective agreement.

In the event the Employer wants to change the location of one of the union bulletin boards, the Employer determines the new location after first consulting the Union. In all cases, this location must be visible in such a way as to make it easy to view the posted content.

17.02 The Union can post any document on these bulletin boards that provides information to its members.

The documents posted on these bulletin boards must not be likely to offend the institution's clientele. The posted documents must not contain statements directed against the parties in question, their members and representatives.

An authorized representative of the Union must first sign every document.

17.03 At the written request of a union representative, a copy of a document posted in the institution for employees concerning working conditions is sent to the Union if the document comes from the Employer and the request is made within a reasonable period following this posting.

18.01 Registration with a professional order

An employee is free to belong to a professional order, except in the case where the law so requires to perform one of her tasks or if it is required by the list of job titles in the provincial provisions of the collective agreement. In these cases, the employee must be able to prove that she belongs to the order, except if the Employer can access the order's role. She must also be able to show that she belongs to the order if the Employer is unable to do a satisfactory verification by their own means.

19.01 Signature of a technical document

An employee must sign a technical document prepared by her or under her direction. However, the use of the content of such a document remains the Employer's responsibility.

If the Employer publishes, in any form whatsoever, in whole or in part, such a technical document, the name of the author, her title and the centre of activities to which she belongs will appear on this document.

19.02 An employee is not obliged to modify a technical document which she has signed and which she believes to be correct professionally. In the event of the modification of the said document without her authorization, the employee may remove her signature.

19.03 Testimony and professional secret

When an employee must testify on facts brought to her attention in the performance of her duties, and she foresees having to invoke her professional secret, she may be accompanied, at her request, by a lawyer chosen and paid by the Employer.

19.04 Professional practice

The Employer respects the obligations in the employees' code of ethics and professional judgment in the performance of their duties. This is in the context of the specific features and restrictions of the practice of a profession in a health and social services institution, the institution's mission, its organizational structure, resources and budget constraints.

19.05 If the professional order requires an internship as a condition for readmission, at the employee's request, the Employer makes every effort to give this internship in the institution, insofar as this is possible.

The Employer may grant a leave without pay to an employee whose right to practice is suspended by her professional corporation.

This provision does not have the effect of preventing the Employer from suspending or dismissing an employee.

ARTICLE 20 SPECIFIC CONDITIONS DURING TRANSPORTATION OF USERS WITHIN THE MEANING OF AN ACT RESPECTING HEALTH SERVICES AND SOCIAL SERVICES

20.01 An employee, at the request of her immediate superior, responsible for accompanying a user outside of her home base, receives the following remuneration and allowances:

1. She is considered at work for the time she accompanies the user. She is paid according to the provisions of the collective agreement, including the overtime rate if the duration of this work and/or the period of accompaniment exceeds the regular workday.
2. Once she has left the user at the established location, she must return to her home base as soon as possible and by the means of transportation determined by the Employer. The employee may also return to the institution at the Employer's request, or her residence providing this does not affect her regular workday.

She is considered to be on availability (on-call) for the waiting period preceding the return trip, within the meaning of the provincial provisions of the collective agreement, if this waiting period exceeds her regular workday.

The employee is also considered to be at work for the duration of the return trip. The provisions of the local and provincial provisions of the collective agreement on travel allowances are then applied.

20.02 The Employer reimburses the employee for her travel and lodging expenses upon presentation of supporting documents according to the terms set out in the local and provincial provisions of the collective agreement.

20.03 For any trip of more than one (1) day, the Employer ensures that the employee has a sufficient rest period before resuming her regular shift.

ARTICLE 21 LOSS AND DESTRUCTION OF PERSONAL BELONGINGS

- 21.01** When the employee suffers the destruction or deterioration of personal belongings (clothing, watch, glasses, contact lenses, orthosis or other prosthesis, etc.) in the course of her duties, the Employer provides for replacement or repair of these personal belongings.
- 21.02** The employee must inform her immediate superior about the incident as soon as possible.
- 21.03** The employee must submit her claim to the Employer no later than seven (7) days after the incident, unless it is impossible for her to do so during this period. The Employer reimburses the amount after receiving the supporting documents. It is understood that the Employer reimburses replacement or repair costs providing these costs are not excessive.
- 21.04** When the destruction or deterioration of a personal belonging that occurs during the performance of her duties prevents an employee from performing her work, the latter may be absent for the remainder of the shift during which the personal belonging was destroyed, without loss of salary, to tend to the replacement of this personal belonging. However, in specific situations, after agreement between the parties, the Employer may allow a specific absence on one or more additional shifts without loss of salary to tend to the replacement of the personal belonging.

ARTICLE 22 RULES TO BE FOLLOWED WHEN UNIFORMS ARE REQUIRED BY THE EMPLOYER

- 22.01** When the Employer requires employees to wear a uniform or lab coat, he provides them free of charge.
- 22.02** When the Employer requires employees to wear a uniform or lab coat, the list of uniforms and lab coats required for the different job titles is given to the Union as well as the list of equipment provided to the employees who, in performing their duties, give home care services. The Employer sends the Union a list of uniforms and lab coats in the sixty (60) days following these local provisions going into effect.
- If the institution's needs make it necessary for employees to use equipment or wear a uniform or lab coat, or these needs decrease or increase, the parties discuss this in the labour relations committee.
- 22.03** The uniforms required by the Employer are maintained at the Employer's expense.
- 22.04** An employee must replace or service, at her expense, any part of a uniform or lab coat or uniform or lab coat lost, stolen or damaged by her negligence.
- 22.05** The Employer provides an appropriate bag for the employee working in the CLSC mission when the performance of her duties requires a bag to transport material or supplies outside her home base.

ARTICLE 23 LOCKER ROOM AND DRESSING ROOM

- 23.01** The Employer ensures employees have a suitable and secure location in which to leave their personal effects.

- 23.02** The Employer provides employees required to wear uniforms with suitable locker rooms or dressing rooms.

- 23.03** The Employer provides employees with a lounge in every facility, to the extent that the premises permit.

ARTICLE 24 PAYMENT OF SALARIES

24.01 All the following information is communicated every pay to the employee through computer access if the pay system used permits. In the event that the pay system does not allow all this information to be provided, the Employer ensures that employees are informed in writing (or given to her) about all the information needed for them to verify the calculation of their salary:

- the Employer's name;
- the employee's name and first name;
- the employee number;
- the job title;
- the date of the pay period and payment date;
- the number of hours paid at the regular rate;
- the overtime hours worked during this period;
- the nature and amount of the premiums, allowances, allocations or supplements paid;
- the salary rate;
- the gross salary;
- the nature and amount of the deductions made;
- the net salary;
- the number of sick-leave, vacation days and seniority accumulated;
- the statutory holidays taken during this period;
- the number of hours worked for the SBD premium (lump sum) and CHSLD premium (lump sum);
- the number of accumulated compensatory holidays.

The description corresponding to the above-mentioned amounts is indicated.

24.02 Salaries are paid every two (2) weeks by bank transfer. The amounts paid as back pay, annual vacation pay and unused sick-leave days are also paid by bank transfer.

24.03 In the event of a modification in the pay system, the Employer consults the Union on the terms of transition. In no case, can there be more than fifteen (15) days between two paydays.

24.04 If a payday coincides with a statutory holiday, the pay is remitted on the day before the statutory holiday.

24.05 In the event of an error in pay of forty dollars (\$40.00) or more attributable to the Employer, the latter agrees to correct this error within four (4) workdays of being notified of the error, by remitting the amount due to the employee by bank transfer. In such a case, the calculation of the amount due to the employee is for the twelve (12) months preceding the notification of the error by the Employer or employee.

24.06 No amount may be deducted from the employee's salary for breaking or losing an item, without proof the employee was guilty of negligence.

24.07 In the event of an error on the pay involving an overpayment by the Employer to an employee, the Employer informs the employee of the amount and nature of this amount. The employee pays back this amount to the Employer according to the method agreed between the Employer and employee. Failing an agreement within fifteen (15) days, the Employer deducts the overpayment, on each pay, at 7% of the net income, until the employee's debt is repaid.

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.

24.08 The Employer gives the employee, on the day of her departure, or on the next payday, a signed statement of the amounts due by the Employer in salary and fringe benefits, providing the employee notifies the Employer of her departure at least two (2) weeks in advance.

24.09 The Employer gives or sends the employee her last pay slip to her last known address when she leaves.

24.10 The remuneration payable to an employee when she is on annual vacation is paid on regular paydays. An employee who makes the request when she chooses her annual vacation receives this remuneration with her pay on the payday preceding her departure on annual vacation.

ARTICLE 25 ESTABLISHMENT OF A SAVINGS UNION

25.01 The Employer enacts deductions at source for a credit union, at the employee's request. The amounts deducted are deposited in the two (2) weeks following this deduction.

ARTICLE 26 TRAVEL ALLOWANCES, EXCEPT THE QUANTA

- 26.01** The home base is the place where the employee usually carries out her duties. In the other cases, the home base is determined according to the facility where the employee reports on her activities.
- An employee may not have more than one (1) home base except when Article 6 of these local provisions is applied.
- The employee's home base is the one on the date of the signature of the local provisions of the collective agreement.
- 26.02** When an employee, at the Employer's request, must carry out her duties outside of her home base, she is considered at work for her travel time.
- 26.03** The allowances to be paid are calculated using the employee's home base.
- 26.04** Notwithstanding the foregoing, when an employee must go from her place of residence to a place of work other than her home base, without stopping by the home base, she is compensated only for the time and distance in excess of what she normally travels from her place of residence to her home base. The same applies for the return trip.
- The Employer determines if the employee must stop by her home base or not.
- 26.05** The kilometers and time reimbursed are based on the distance and time required and actually travelled by an employee in performing her duties.
- 26.06** When the Employer does not require that the employee use her personal automobile, the Employer identifies other means of transportation and reimburses the employee the expenses thus incurred.
- 26.07** If the Employer has free parking spaces available, they are given first to employees required by the Employer to use their personal automobile.
- 26.08** When the Employer no longer requires the employee to use her automobile, the Employer informs the latter in writing with a thirty- (30) day notice.
- 26.09** An employee is entitled to the meal allowances stipulated in the provincial provisions of the collective agreement during these travels, which are only paid when the employee cannot return to her residence, home base or one of the Employer's facilities within a reasonable time.
- 26.10** Expenses are reimbursed upon presentation of supporting documents.
- 26.11** An employee may not be compelled to transport a user in her personal vehicle.

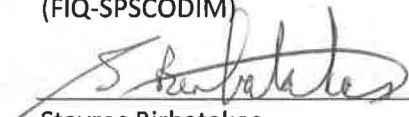
Implementation of the local provisions of the collective agreement

1. These local provisions of the collective agreement go into effect on September 26, 2019.
2. Clauses 7.02, 7.06 and 7.09 concerning the posting, appointment and start date in a position go into effect on the date of the signature of these local provisions.
3. The appendices and letter of understanding are an integral part of the local provisions of the collective agreement.
4. The seniority lists in effect in the institution will be merged as stipulated in the law and the new consolidated seniority list goes into effect on September 26, 2019. The Employer posts the seniority list in the usual places for sixty (60) days. The parties agree to settle all disputes related to the merger of the seniority lists resulting from the merger of the health and social services institutions. Failing an agreement, the grievance procedure applies.
5. Subject to this agreement, the local provisions in effect before the signature continue to apply until the date set for the new local provisions to go into effect.
6. The written French version of these local provisions prevails.

Subject to contrary provisions, the local provisions of the collective agreement remain in effect until the parties agree to re-negotiate them in whole or in part. The provincial provisions of the collective agreement in effect at the signing of these local provisions of the collective agreement are those agreed between the FIQ and CPNSSS for 2016-2020. The parties agree to make the necessary adjustments, where applicable.


In witness whereof, the local parties have signed in Montréal on 17 juillet 2019.

FIQ – Syndicat des professionnelles en soins
du Centre-Ouest-de-l'Île-de-Montréal
(FIQ-SPSCODIM)

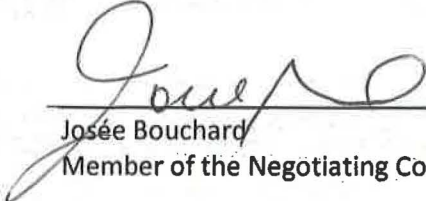

Stavros Birbatakos
President



Frances Jones
Vice-President for Negotiations

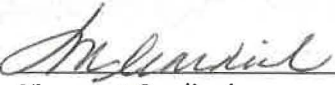
Centre intégré universitaire de santé et de
services sociaux du Centre-Ouest-de-l'Île-de-
Montréal (CIUSSS CODIM)



Dr. Lawrence Rosenberg
President & CEO



Beverly Kravitz
Director of Human Resources, Communications
and Legal Affairs



Josée Bouchard
Member of the Negotiating Committee


Amina Talib
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Margaret Cardinal
Member of the Negotiating Committee


Marie-Pier Comeau
Lawyer


Christiana Daniels
Member of the Negotiating Committee


Patricia Rinaldi
Member of the Negotiating Committee

ORGANIZATION OF WORK TIME

Whereas	Letter of Understanding No. 6 of the provincial provisions of the 2016-2020 FIQ - CPNSSS collective agreement: Regarding the stability of positions, local negotiations and deployment of the reserved activities set out in Bill 90;
Whereas	Letter of Understanding No. 19 of the provincial provisions of the 2016-2020 FIQ - CPNSSS collective agreement: Regarding the organization of work time;
Whereas	Appendix 6 of the provincial provisions of the 2016-2020 FIQ - CPNSSS collective agreement: Atypical schedules;
Whereas	Appendix 8 of the provincial provisions of the 2016-2020 FIQ - CPNSSS collective agreement: The four-(4) day schedule;
Whereas	the importance of implementing measures to attract and retain employees;
Whereas	the importance of ensuring there are enough employees working, minimizing the use of overtime, mandatory overtime and independent labour;
Whereas	the Employer's financial obligations;
Whereas	organization of work time as atypical schedules exist in the local provisions of the former bargaining units now the FIQ-SPSCODIM;

The parties agree to the following:

1. The preamble is a part of this agreement;
2. The employees who have an atypical schedule as organization of work time at the time the new local provisions go into effect maintain these working conditions based on the same conditions for one (1) year after the date the new local provisions of the collective agreement go into effect;
3. The parties agree to set up an organization of work time committee, which must meet at least six (6) times during the twelve (12) months following the new local provisions of the collective agreement going into effect;
4. The organization of work time committee is composed of at most four (4) people appointed by the Employer and at most four (4) people appointed by the Union;
5. The Employer or Union may add one or more resource people of their choice. The other party is informed that this or these resource people will attend prior to the meeting in question being held;

- 6.** The mandate of the organization of work time committee is to:
- a.** Analyze all the existing organizations of work time at the time the local provisions of the collective agreement are signed regarding the following objectives in particular but not exclusively:
 - to ensure the quality and safety of care;
 - to not generate additional costs in relation to the situation prior to implementing the organization of work time¹;
 - to ensure that the replacement needs generated can be filled;
 - to ensure the delivery of care and services;
 - to foster the employees' satisfaction at work,
 - to foster attraction and retention of employees,
 - to create the right conditions for improving the employees attendance at work.
 - b.** Make the recommendations deemed necessary for maintaining, removing or even broadening the application of any form of organization of work and the mechanisms for granting and selection criteria for them;
 - c.** Propose new organization of work time models compatible with the realities and constraints of the different centres of activities in accordance with the objectives in paragraph 6 a) above;
 - d.** Evaluate all new individual or group organization of work time requests and submit the recommendations deemed necessary;
- In the event of problems, the parties meet to find mutually acceptable solutions;
- 7.** At the end of the twelve (12) months stipulated in paragraph 3, the committee will determine the frequency of its meetings.

¹ Except for the organization or work times already in place at the signature of these local provisions. In these cases, the reference point for evaluating costs is the date of signature of these local provisions. The parties will take into account this evaluation in recommending that the organization of work times in place are maintained, removed or even enlarged.

List of bulletin boards

CHSLD Mission

Henri Bradet – the basement corridor
Father Dowd – the employees’ lounge
St Andrews – the employees’ lounge
St Margaret – 1st floor near the vending machines
Maimonides Geriatric Centre – in the basement
Constance Lethbridge – the employees’ lounge
Jewish Eldercare Centre - KASTNER in the basement
HOPE on the 2nd floor

RC Mission

Mont Sinai – in the basement C.070
Catherine Booth – 1st floor in the corridor in the locker room
MAB-McKay - the cafeteria on the 3rd floor
Richardson Hospital – the employees’ lounge
Miriam Centre

CLSC Mission

CLSC de la Montagne
Métro – on the 5th floor near the cafeteria;
Côte de Neiges – 4th floor near the cafeteria;
Parc Extension – basement near the cafeteria;
Plaza – 6th floor;
Info Santé – près des pigeonniers;

CLSC Cavendish
Benny Farm – the employees’ lounge;
René Cassin – 2nd floor near the kitchen
3rd floor in the corridor
Main floor (the clinics) in the kitchen

Hospital Mission

Pavilion A: (A008) near the union office
Pavilion A: GF (A038)
Pavilion K: 10th floor near the elevators at the back, either on the wood panel or the wall, beside the stairs (KESC-02)
Pavilion K: 8th floor, near the elevators at the back, either on the wood panel or the wall, beside the stairs (KESC-02)
Pavilion K: 6th floor near the elevators at the back, either on the wood panel or the wall, beside the stairs (KESC-02)
Pavilion K: 3rd floor near the elevators at the back, either on the wood panel or the wall, beside the stairs (KESC-02)
Pavilion K: Emergency Beside the CSN board (locked), near Room KS2132 (beside the locker room)
Pavilion E: Légaré entrance facing local E0014
Pavilion K: Operating Room, beside the CSN board (locked), in front of the locker room, near Room KS1303
Pavilion A: GF, near local A038 A FIQ board (locked) is already in this location and contains a posting
Pavilion B: C Ste-Catherine entrance, in front of the 1st floor elevator

LETTER OF UNDERSTANDING No. 1

REGARDING REHIRED RETIRED EMPLOYEES

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

The other employees have priority for all the local provisions of the collective agreement. Moreover, using a rehired retired employee cannot deprive another employee from an orientation program for a replacement.



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