

# COLLECTIVE AGREEMENT



**LOCAL PROVISIONS**  
between



Syndicat des professionnelles  
en soins de la Montérégie-Ouest

and

**Centre intégré de santé  
et de services sociaux  
de la Montérégie-Ouest**

Institution  
No. 1066

## FOREWORD

We will remember these negotiations forced on us by Bill 10, imposed under gag order by the Liberal government in power at the time.

The local provisions of the collective agreement are the result of an agreement reached between the Union and Employer on September 26, 2018. The members endorsed this agreement on October 11, 2018.

This negotiation was a daunting challenge. Lasting a year, this negotiation had to condense a group of eight (8) collective agreements to make only one.

And it was with determination that your negotiating committee: Maryse Patenaude, Executive Committee Officer for the negotiations, from the Vaudreuil Soulanges sector, Vanessa Léger, Vice-President, Executive Committee, representative from the Suroît sector, Alain Girard, Grievance Agent, from the Haut St-Laurent sector, Myriam Gilbert Paquet, Grievance Agent, from the Jardins Roussillons sector and lastly, Catherine Richer, FIQ Union Consultant and spokesperson, accomplished this feat.

Proud to have negotiated right to the end, succeeding with a tentative agreement before the deadline imposed by Bill 10, hereafter are the local provisions of our FIQ-SPSMO collective agreement.


The Syndicat des professionnelles en soins de la Montérégie Ouest will ensure its proper application and represent you in defending your negotiated rights.


  
Francine Savoie  
Présidente  
FIQ Syndicat des professionnelles en soins de Montérégie Ouest

Votre comité de négociation des dispositions locales 2019

  
Maryse Patenaude  
Vice-Présidente secteur Vaudreuil Soulanges  
Responsable RLT et Responsable Négoc  
Comité exécutif

  
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Vice-Présidente secteur Suroît  
Membre du comité de négociation  
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Agent syndical secteur Haut St-Laurent  
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Conseil intermédiaire

  
Catherine Richer  
Conseillère à la FIQ  
Porte-parole Négoc.

**LOCAL PROVISIONS OF THE  
COLLECTIVE AGREEMENT**

**between**

**THE CENTRE INTÉGRÉ DE SANTÉ ET DE SERVICES SOCIAUX DE LA  
MONTÉRÉGIE-OUEST**

**AND**

**THE SYNDICAT DES PROFESSIONNELLES EN SOINS DE LA MONTÉRÉGIE-  
OUEST (FIQ)**

**(CERTIFICATIONS AM-2001-7966 AND AM-2001-8070)**

**Date goes onto effect:**

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# PART I

## MATTER 1

### CONCEPT OF POSITION, EXCEPT RESERVED POSITION AND THEIR CONDITIONS OF APPLICATION

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The characteristics of each type of position are:

#### 1.01 Single position

Set of duties performed on a permanent basis by an employee in a centre of activities, on a given shift (day, evening or night) and included in one of the job titles stipulated in the *List of job titles*.

#### 1.02 Compound position

Set of duties performed on a permanent basis by an employee in two (2) centres of activities, on a given shift (day, evening or night), and included in one of the job titles stipulated in the *List of job titles*. The distance between each centre of activities may not exceed thirty-five (35) km.

The employer may create compound positions with a float team component after agreement with the union.

For the purpose of application of the collective agreement, a compound position is considered to belong to the centre of activities where the greatest number of days are worked or the one determined by the employer and included on the posting of the position if the number of days is equal.

#### 1.03 Float team position

The employer may create float team positions to fill positions temporarily without their incumbents, meet needs from a temporary excessive workload in a centre of activities, perform work of a limited duration or for any other reason agreed at the local level between the parties.

These positions may be used first before the availability list, in accordance with clause 6.05 of these local provisions, and are posted and filled in accordance with the rules for voluntary transfers.

Float team positions are subject to a map of territories, except for float team positions in zone four (4), which are subject to a specialty in a maximum of two (2) facilities, as stipulated in Appendix 1 and Appendix 1A of these local provisions.

#### **1.04 Position with rotation**

Set of duties performed on a permanent basis by an employee in a centre of activities and included in one of the job titles stipulated in the *List of job titles*. These duties are carried out either on the day/evening or day/night shift.

The cycle must be a minimum of one week on the same shift.

#### **1.05 Various types of positions**

When the employer decides to post a position that includes the characteristics of more than one type of position, as listed in this matter, the employer indicates this on the posting, subject to the second paragraph of clause 1.02 above.

#### **1.06 Job-titles group**

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

For the purpose of application of these local provisions, the groups are:

- The nurse job titles;
- The licensed practical nurse job titles;
- The respiratory therapist job titles.

#### **1.07 Basic structure**

The basic job structure of a centre of activities is determined by the employer based on the needs of the centre of activities.

#### **1.08 Self-sufficient position**

A self-sufficient position may be created in one of the following ways:

- Position which all the workdays upgrade the basic structure and may be used in one (1) or two (2) centres of activities;
- Single part-time position to which workdays are added upgrading the basic structure, up to full-time status used in the single position's centre of activities and/or in one (1) other centre of activities.

For the purpose of application of the collective agreement, the self-sufficient position is part of the centre of activities identified on the posting or the single position's centre of activities.

**1.09 Discussion between the parties**

The parties may agree to meet to discuss the job structure.



## MATTER 2

### CONCEPT OF CENTRE OF ACTIVITIES

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**2.01** “Centre of activities” refers to a set of specifically organized activities taking into account the needs of client services and is a distinct entity within the meaning of the institution’s organizational structure.

A centre of activities may be a program, department, care unit, FMG, etc.

Every float team is a separate centre of activities.

**2.02** Generally, a centre of activities is in one facility. However, it may extend to more than one facility, based on the employer’s needs.

A centre of activities may include one or more points of service, which may be inside or outside the institution’s facilities.

**2.03** The employer makes the list of the different centres of activities available to the union in the sixty (60) days after these local provisions go into effect. Thereafter, the employer informs the union of any modification made to this list.

## MATTER 3

### DURATION AND CONDITIONS OF THE PROBATION PERIOD

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**3.01** A newly hired employee is subject to a probation period. The employee is informed of the duration and conditions of this period related to her job title at her hiring.

#### **Duration**

**3.02** The probation periods for newly hired employees are:

- a) Fifty (50) workdays for the licensed practical nurse job-titles group;
- b) Fifty (50) workdays for the nurse job-titles group;
- c) Fifty (50) workdays for the respiratory therapist job-titles group;
- d) Notwithstanding the foregoing, for the job-titles that require a university degree:
  - Ninety (90) workdays when the employee has not practised her profession for one (1) year immediately before her hiring;
  - Seventy (70) workdays for the employee who has practised her profession for at least one (1) year immediately before her hiring;
- e) One hundred and twenty (120) workdays for the nurse clinician assistant to the immediate superior job title and specialty nurse practitioner job title.

The welcome and orientation program is excluded from the probation period:

The hours worked in rehabilitation or temporary assignment during a disability period that is the result of an accident, illness, employment injury or other, are not included in the calculation of the probation period.

#### **3.03 Conditions**

The employer makes every effort so the employee works at least half of her probation period in similar centres of activities, if possible.

The employer meets the employee during her probation period to give her an assessment of her work.

- 3.04** When an employee has not completed her probation period because of a lack of work or work stoppage for an authorized absence under the collective agreement, she needs to only complete the workdays missing from her probation period to acquire her seniority, providing however, that not more than one (1) year has elapsed since her absence began.
- 3.05** Notwithstanding the preceding provisions, an extension of the probation period may be the subject of an agreement between the employer and union, in which case the employer informs the union of the reasons justifying this demand.

## **MATTER 4**

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

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- 4.01** A position is temporarily without an incumbent when the latter is absent from her position for one of the reasons set out in the collective agreement and for any period during which this position is without an incumbent.
- 4.02** A position temporarily without an incumbent is not posted.
- 4.03** The employer may not fill positions temporarily without their incumbents or may fill them completely, partially and/or in an interrupted manner with the replacement team, float team, employees registered on the availability list or employees incumbents of a self-sufficient position, taking into account the needs of the centre of activities.
- 4.04** When the employer decides not to fill or fill a position temporarily without an incumbent partially and/or in an interrupted manner, the employer gives the reasons for the decision to the union in writing, at the union's request.
- 4.05** Employees assigned to positions temporarily without their incumbents are full-time employees (in the case set out in clause 6.05 c) of these local provisions), or part-time employees, as defined in the provincial provisions of the collective agreement.

## **MATTER 5**

### **CONCEPT OF REASSIGNMENT AND CONDITIONS OF APPLICATION, EXCEPT REMUNERATION**

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#### **5.01 Definition**

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 Reassignment**

An employee may be reassigned only in the following cases:

1. 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, float team, incumbents of self-sufficient positions or availability list has the ability to clinically assume the replacement and/or no employee is available;
2. in circumstances that are exceptional, fortuitous or of force majeure, depending on the severity or urgency of the situation;
3. in any other situation agreed to by the parties, to meet specific needs, particularly in cases where the parties find that no other means of replacement is appropriate, and in the case where the parties find that a fluctuation in operations justifies a reassignment of one (1) or several employees;
4. for July 1<sup>st</sup> to August 15<sup>th</sup>, in the case of an employee working in schools whose duties are related to the presence of students, when she is not on leave without pay or annual vacation. The employer informs the union of the specific conditions for the application of this paragraph.

In the cases set out in points 1 and 2 of this clause, the reassignment may not exceed one (1) shift or occur more than once (1) per shift. It cannot be repetitive either.

This clause does not prevent an employee from volunteering for a reassignment. In the case where no qualified employee volunteers, the employer assigns the least senior employee among those who meet the normal requirements of the job and taking into account the employee's preferences, if applicable.

### **5.03 Conditions for the total or partial temporary closure of a centre of activities**

The employer informs and consults the union on the total or partial closure of one or more centres of activities at least four (4) weeks before the date of closure for a total or partial temporary closure of a centre of activities not exceeding four (4) months resulting from a significant staff shortage, such as the annual vacation period and other exceptional circumstances and for a total or partial temporary closure of a centre of activities resulting from renovations, except in cases of exceptional circumstances.

The employer offers the available assignments to employees affected by the closure, by order of seniority, respecting the shift, job title and status.

The reassigned employee receives the orientation required to perform her duties in this centre of activities, at her request and after agreement with the employer.

### **5.04 Surplus**

In the event of a staff surplus on the centres of activities, the employer may then reassign employees, as long as the preceding paragraphs do not apply:

- employees able to act as instructors (for orientation, updating, professional improvement, etc.);
- employees who need an orientation, based on the needs;
- employees entitled to and wanting to take a leave set out in the collective agreement;
- employees who volunteer to fill an assignment in another centre of activities, in her job-titles group, to the extent that they meet the normal requirements of the job and have received orientation;
- as a last resort, the employer may reassign employees designated to fill an assignment in their job-titles group by reverse order of seniority, in another centre of activities, as long as they meet the normal requirements of the job and they have received orientation.

## **MATTER 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**

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#### **6.01 Availability list**

Subject to the provincial provisions of the collective agreement on job security, the availability list is used to fill positions temporarily without their incumbents, meet the needs from a temporary excessive workload, perform work of a limited duration, for a specific need or any other reason agreed between the parties.

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

The availability list includes the following employees:

- a) an employee incumbent of a part-time position who expresses additional availability to her position;
- b) a candidate for admission to the practices of the profession as well as the nursing and respiratory therapy extern;
- c) an employee benefitting from Article 15 of the provincial provisions of the collective agreement;
- d) an employee covered by Appendix 1 of the provincial provisions of the collective agreement.

#### **6.03 Expressing availability**

To register on the availability list, an employee must express her availability in writing to the employer on the form for that purpose, specifying the day or days of the week, shift or shifts, centre or centres of activities and facility or facilities where she ensures this availability.

An employee covered by Appendix 1 of the provincial provisions of the collective agreement must ensure a minimum availability of sixteen (16) shifts per year including three (3) weekends.

After a minimum period of two (2) months has passed, the employee registered on the availability list may change her availability expressed to the employer in writing with a minimum advance notice of fourteen (14) days prior to the posting of the next schedule. In such a case, this new availability goes into effect as of the beginning of the next schedule.

The availability expressed by an employee must be adapted to the employer's needs.

When an employee is oriented at her request in a centre of activities, she may not remove this availability in this centre of activities before six (6) months has passed as of the date this orientation ends.

An employee registered on the availability list must express her availability for the normal annual vacation period in writing, no later than March 1<sup>st</sup>, and she may not change it for the duration of that period. However, she may increase her availability with a minimum advance notice of fourteen (14) days prior to the posting of the next schedule. In such a case, this new availability goes into effect with the next schedule.

An employee registered on the availability list may not change her availability for December 15 to January 15, except to increase it with a minimum advance notice of fourteen (14) days prior to the posting of the next schedule. In such a case, this new availability goes into effect with the next schedule.

At no time may a change in expressed availability by an employee in accordance with the rules set out in this article change the assignments already granted.

The employer makes the availability expressed by an employee available to the union.

**6.04** The parties may meet to discuss alternatives for managing the summer schedules.

**6.05 Provisions for assignment**

Pursuant to the expressed availabilities, the employer fills the assignments according to the seniority of employees registered on the availability list. The employees must meet the normal requirements of the job for the assignment and have received the necessary orientation to be assigned.

When an employee must be oriented, the employer proceeds according to the provisions in clause 13.03 taking into account the employee's availability.

An employee cannot be denied an assignment of fourteen (14) days or more for the sole reason the minimum interval stipulated in clause 19.02 of the provincial provisions of the collective agreement is applied. In this case, the employee is not paid at the overtime rate.

When no assignment is available for a float team employee, the employer may grant her an assignment held by an employee on the availability list. The employee affected is the one with the least seniority among those with an assignment for which there remain less than twenty (20) days and for which the float team employee meets the normal requirements of the job.



### **A) Assignments of less than fourteen (14) days (divisible)**

Subject to the rules applicable to employees on the replacement team and employees incumbents of a float team position, assignments are granted by seniority according to the availability expressed, in the following order:

1. to the employee incumbent of a part-time position on the centre of activities concerned and registered on the availability list;
2. to the employee with an assignment of fourteen (14) days or more on the centre of activities;
3. to the other employees registered on the availability list.

### **B) Assignments of fourteen (14) days or more or of an undetermined length (indivisible)**

Subject to the rules applicable to employees on the replacement team, assignments are granted as soon as possible, by seniority, according to the availability expressed, in the following order:

1. to the employee incumbent of a part-time position on the centre of activities concerned and registered on the availability list. The employee who has completed her initiation and trial period may temporarily leave her position to obtain this assignment;
2. to the other employees registered on the availability list;
3. to the float teams.

When it is not possible to grant the full assignment of fourteen (14) days or more to one employee, the employer may split up this assignment between several employees. In such a case, the days of the assignment are granted according to the provisions of this article.

### **C) Assignments of more than ninety (90) days**

The parties give priority for an assignment equal to the number of days of her position to the employee incumbent of a permanent position on the night shift, over employees registered on the availability list, to fill a position temporarily without an incumbent on the day or evening shift on her centre of activities, providing the employee can be replaced in her night position according to the provisions set out in this article.

The employee who has not completed her initiation and trial period cannot obtain an assignment as stipulated in B) and C).

## **6.06 Temporary assignment in positions staffed under clause 7.06 C) of the local provisions of the collective agreement**

For the replacement of positions staffed under clause 7.06 C) of these local provisions, the temporary assignment is posted and granted to the most competent candidate among those who have the experience, qualifications and aptitudes sought, which must be pertinent and in relation to the nature of the duties. If several

candidates are equally competent, the assignment is granted to the most senior candidate.

#### **6.07 Assignment notice**

The employer informs the employee on the availability list who obtains an assignment of fourteen (14) days or more, of the following details:

- a) the identity of the position;
- b) the name of the incumbent (if applicable);
- c) the probable length of the assignment.

The employer makes the information related to assignments available to the union.

#### **6.08 Withdrawal from an assignment**

An employee is not obliged to continue an assignment if the number of days of this replacement are decreased.

An employee may leave her assignment of undetermined length, without penalty, providing she has occupied it for at least twelve (12) months. The employee gives a written notice to her immediate superior, thirty (30) days before the date she wants to leave it, which is the eleventh (11<sup>th</sup>) month.

If there are less than thirty (30) days remaining in the assignment in progress, the withdrawal cannot be accepted.

An employee who withdraws before the end of the twelve (12) months is subject to a six-(6) month penalty before she can obtain another assignment.

An employee with an assignment of one day a week may leave this assignment to obtain another with more workdays and which is incompatible with the assignment she holds.

#### **6.09 Upward modification of an assignment**

When the number of days of an assignment is modified upward, the employee who already holds the assignment benefits from this increase in the event that her availability so permits. If that is not the case, the employee may immediately modify her availability in order to keep the assignment. Failing this, the assignment that is increased is granted according to the provisions set out in this matter.

#### **6.10 Special project**

It is understood that "special project" is any temporary assignment covering specific needs such as: pilot project, research or study project or other special project. A special project is open to all employees, regardless of their status or availability.

The employer informs the union of the nature of any special project, its length and the skills necessary to complete the project.

The special project is then posted and granted according to the rules stipulated in Matter 7 of these local provisions. The employee who obtains it may temporarily leave her position and her position is offered, if applicable, according to the rules set out in this matter. At the end of the special project, the employee returns to her position without prejudice to her acquired rights.

The length of a special project may not be longer than one (1) year, unless there is an agreement to the contrary between the parties.

#### **6.11 Employee temporarily assigned outside the bargaining unit**

An employee who temporarily occupies a position outside the bargaining unit in accordance with clause 3.13 of the provincial provisions of the collective agreement does so for one (1) year at the most.

Notwithstanding the preceding paragraph, the assignment may continue longer than this period and may be renewed once more for the same period, after agreement with the union.

## MATTER 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

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#### 7.01 General provisions

The Employer gives the union access to all vacant positions and informs the latter in writing of the vacant, abolished positions.

All vacant or newly created positions must be posted in the ninety (90) days of their vacancy or creation.

However, when the vacant position is covered by one of the reorganizations stipulated in Article 14 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. However, any position that becomes vacant as of the ninth (9<sup>th</sup>) month after the transmission of this notice remains subject to the posting deadlines stipulated in the previous paragraph.

The employer makes the posting available for fourteen (14) days.

Notwithstanding the foregoing, the employer may grant a part-time float team position with at least four (4) shifts per fourteen (14) days to an employee covered by incumbency, without posting the position.

#### 7.02 Posting of positions

The only details to appear on the postings are:

- the job title and description appearing in the *List of job titles* stipulated in clause 7.16 of the provincial provisions of the collective agreement;
- the salary scale (minimum and maximum) and regular workweek for a full-time position;
- the type or types of positions;
- the centre or centres of activities;
- the centre of activities identified for the purpose of applying the collective agreement for a compound and self-sufficient position;
- the posting period;
- the shift (day, evening or night) or in the case of a rotation position, an indication of the rotation (day/evening or day/night);
- the status (full time or part time);
- the home base or home bases;

- the minimum number of work hours per fourteen (14) days for a part-time position;
- the zone attached to a float team position according to the agreed map (in Appendix 1 and 1 A of these provisions);
- the specialty and two (2) facilities for a float team position in zone four (4).

The posting may also include, for information purposes:

- the requirements related to the job title(s) as stipulated in the *List of job titles*;
- the other requirements, which must be pertinent and in relation to the nature of the duties of the posted position;
- the requirement of an automobile, if applicable;
- the usual distribution of the schedule between the two (2) centres of activities for a compound position;
- the territory priority, either Haut Saint-Laurent or Suroît for the float team positions assigned to zone two (2);
- any other detail likely to inform the employees about the position.

With a written thirty-(30) day advance notice, the employer may modify the home base without abolishing the position if this modification is within a radius of thirty (30) km of the original home base. Such a change may only occur once per incumbent of a position.

### **7.03 Right to apply**

All employees are entitled to apply during the posting period.

To apply, the employee must apply during the posting period according to the conditions set by the employer and by indicating her preference, according to the importance she gives it. An employee may change her order of preference at any time during the posting period.

This employee may check the list of candidates before applying for the position.

An employee may withdraw a maximum of three (3) times a reference year (April 1 to March 31) after the position is granted to her. Situations where an employee refuses to occupy a position she has been granted and she abandons an initiation and trial period to return to her former position are considered a withdrawal. Afterwards, her candidacy will not be considered for any position until the end of the reference period.

The appointment is automatic taking into account the order of priority identified by the candidates. The employer informs the employee of her appointment within a maximum of seven (7) workdays after the end of the posting and makes the information available to the union.

The position must be granted and filled by the employee with the most seniority in accordance with clause 7.06 A) of this matter, among those who have applied, providing she meets the normal requirements of the job. These requirements must be pertinent and in relation to the nature of the duties.

The employee receives the information related to the process in the seven (7) workdays following the end of the posting for positions granted according to clauses 7.06 B) and 7.06 C) of this matter.

When an employee applies for several identical positions, she will be seen only once for all these identical positions. In the case where an employee fails a test or interview, her candidacy is automatically considered for the other positions for which she applied by order of preference.

If an employee has expressed priority choices for positions granted according to clauses 7.06 B) and 7.06 C) of this matter and she also expressed it according to clause 7.06 A), the timeframes set out in this article do not apply during the selection process stipulated for the other positions.

**7.04** The list of all candidates is made available to the union as soon as the posting period ends.

**7.05 Registry of positions**

The purpose of the registry is to allow an employee to register as an interested employee for all posted positions during an absence stipulated in the collective agreement.

The employee sends a written notice to the employer to register in the registry of positions. This registration is considered an automatic application for the position concerned.

Registration in the registry of positions is only valid for the duration of the employee's absence and providing this absence covers the entire posting period.

To determine the employee's preference, the employer informs her of the list of positions corresponding to those identified in the registry as soon as the posting period begins. The employee must indicate her preferences during the posting period. Failing to meet this timeframe, her application will not be considered for positions in this posting.

A copy of the completed form is given to the union.

## **7.06 Granting positions**

- A) When the job title of a position does not require a university degree, it is granted to the employee with the most seniority among those who meet the normal requirements of the job, which must be pertinent and in relation to the nature of the duties of the posted position.
- B) For positions with one of the following job titles: nurse clinician, nurse first surgical assistant, the position is granted and filled by the most senior candidate among those able to meet the established competency level.
- C) When the job title of a position requires a university degree, except for the nurse clinician and nurse first surgical assistant stipulated in paragraph B, it is granted to the most competent candidate among those who have the experience, qualifications and aptitudes required, which must be pertinent and in relation to the nature of the duties. If several candidates have equal competence, the position is granted to the most senior candidate.

The employer informs the employee of her appointment in the ten (10) days following the end of the staffing process. The employer makes the appointment available.

The start date is within a reasonable timeframe, taking into account the needs of the centres of activities.

An employee on disability granted the position and who is not able to occupy the full position on the start date must be able to do so within a reasonable timeframe.

## **7.07 Initiation and trial period**

The employee granted the position is entitled to an initiation and trial period of a maximum of thirty (30) workdays. However, the employee who obtains a position with a job title requiring a university degree according to the *List of job titles* is entitled to an initiation and trial period of a maximum of sixty (60) workdays.

The initiation and trial period includes the welcome and orientation period when this is five (5) workdays and less. Excluded from the calculation of the initiation and trial period are the excess orientation days.

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

The employee who decides to return to her former position during this period, or who is asked to return to her former position by the employer does so as soon as possible and without prejudice to her acquired rights in her former position. If the employee was not an incumbent of a position, she is reinstated on the availability list.

**7.08** Subject to the employer's right to modify or abolish a position, when an employee has not completed her initiation and trial period in a position, the latter is not re-posted and is granted to another employee from the list of applicants for the original posting.

**7.09 Outside the bargaining unit**

To foster promotions within the institution and allow employees to apply, an employee who has obtained a position outside the bargaining unit has ninety (90) workdays to return to her former position, without prejudice to her acquired rights.

**7.10 Internal movement in a centre of activities**

Prior to the posting of a vacant or newly created position and to foster mobility within the centre of activities, it is possible for an employee on the same centre of activities, same status and with the same number of workdays, job title and shift, to move into the vacant position as long as the interested employee meets the normal requirements of the job. She must inform her immediate superior of her interest before the position is posted.

The resulting staff movement within the centre of activities may be postponed if it jeopardizes access to client services in this centre of activities for the timeframe necessary for staffing the vacant position. In this case, the employer uses the provisions set out in Matter 6 to replace the position while waiting for the incumbent.

Moreover, at any time, the employer may post the position without using this procedure first if the vacant position includes specific requirements that must be verified by the planned selection process.



## MATTER 8

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

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- 8.01** As part of the bumping and/or layoff procedure and in the case of the special measures mentioned in Article 14 of the provincial provisions of the collective agreement, the seniority of each employee determines the one the bumping and/or layoff procedure may affect as stipulated hereafter.
- 8.02** The employer informs the union of their intentions before applying the following steps.
- 8.03** For the application of an abolition or bumping procedure, the shifts are:
- a) Day shift
  - b) Evening shift
  - c) Night shift
  - d) Day/evening shift
  - e) Day/night shift

#### **1<sup>st</sup> step**

In a job title, status, shift, given centre of activities, the employee with this job title, status, shift and in this centre of activities with the least seniority among the employees incumbents of positions is affected by the abolition.

The employer offers the employee positions left vacant after posting prior to the bumping procedure.

In the event the preceding paragraph does not yield any results, bumping applies in the following way, providing the employee who exercises her bumping rights has more seniority than the employee bumped.

#### **2<sup>nd</sup> step**

The affected employee must bump the employee with the least seniority with the same job title, status and shift in another centre of activities **or** bump the employee with the least seniority with the same job title and status on another shift in the same centre of activities, providing she meets the normal requirements of the job.

### **3<sup>rd</sup> step**

The affected employee who cannot use the second step must bump in another job title in the same group in the same centre of activities, status, and shift or on another shift, the employee with the least seniority, providing she meets the normal requirements of the job.

Failing to use the procedure described above when it is possible for her to do so, the employee is granted a part-time position left vacant after posting with at least four (4) shifts per fourteen (14) days. Failing to accept this position or if such a position is not available, she is deemed to have resigned.

Every employee thus bumped may exercise her seniority rights in the manner described above providing there is an employee with less seniority.

**8.04** When a part-time employee bumps another part-time employee, in addition to the procedure set out above, she bumps an incumbent of a position with a number of work hours equal to or greater than the number of hours of the position she held. She may also bump a part-time employee incumbent of a position with a fewer number of hours than the position she held. In these cases, her salary is set proportionately to her hours worked.

**8.05** A part-time employee may bump a full-time employee according to the procedure described above if she is unable to bump another part-time employee after the entire procedure set out in clause 8.03 has been applied. In this case, the part-time employee must accept to become a full-time employee. In the same way, the full-time employee may bump a part-time employee according to the procedure described above if she cannot bump another full-time employee. In this case, the salary of a full-time employee is set proportionately to her hours worked.

**8.06** The employee affected by the application of clause 8.03 receives a written notice and has two (2) days to make her choice. A copy of the notice is given to the union.

Subject to contrary provisions stipulated in the provincial provisions of the collective agreement, the employee on a leave stipulated in the provincial or local provisions of the collective agreement, who is affected by the bumping procedure during this leave, must make her bumping choice without waiting to return to work, except in the case of illness or employment injury which prevents her from making her choice.

However, in all other circumstances, when the employer is unable to reach the employee after exhausting all possible means, the employer informs the union. The parties meet to discuss the alternatives, up to determining the bumping choice of the affected employee.

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

- 8.07** In the case of multiple abolitions that affect several employees, including an employee with a reserved position by accommodation, the parties determine if this employee's position will be affected by the abolition.

In the case of a single abolition or bumping, the position of an employee with a reserved position by accommodation may be abolished or she may be bumped, unless she cannot bump in a position that meets her functional limitations when it is her turn.

## **MATTER 9**

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

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#### **9.01 Regular week, regular day**

The employee's regular workweek is divided into five (5) days based on the number of weekly hours set out for her job title. A regular workday is seven (7), seven and one-quarter ( $7 \frac{1}{4}$ ) or seven and one-half ( $7 \frac{1}{2}$ ) hours, based on the regular week.

#### **9.02 Division of the week**

For calculation purposes, the regular workweek is based on the calendar week, which begins on Sunday at midnight and ends on Saturday at midnight.

#### **9.03 Meal period**

The employee has forty-five (45) to sixty (60) minutes for her daily meal. This period is based on the needs of the centre of activities. The parties may agree by agreement to a period of thirty (30) minutes if the needs of the service so require.

The employee is not required to take her meal in the institution, except when the employer so requires, in which case she receives the remuneration stipulated in the provincial provisions.

#### **9.04 Rest period**

The time when rest periods are actually taken is determined based on the needs of the centre of activities and after agreement with the immediate superior.

The employee may not take her rest periods at the beginning or end of the workday, or as an extension of the time allotted for her meal.

However, after agreement with her immediate superior, the employee may add her rest period(s) to her meal period.

#### **9.05 Weekly days off**

Every employee is given two (2) complete days off a week, consecutive, if possible. The words "days off" mean a continuous period of twenty-four (24) hours.

#### **9.06 Exchange of schedule**

Two (2) employees in the same job title and same centre of activities may exchange their days off and workdays as specified on the schedule with the agreement of their immediate superior, who may not refuse without valid reason. They must inform her in writing as soon as possible. The provisions of Article 19 (overtime provisions) in the provincial provisions do not apply in such cases.

#### **9.07 Number and distribution of weekends**

For the purpose of this clause, a weekend refers to a continuous period of forty-eight (48) hours including all of Saturday and Sunday.

The employer ensures every employee a minimum of (1) weekend off per two (2) calendar weeks, so that the employee does not work two (2) consecutive weekends or part of a second consecutive weekend.

These weekends are distributed alternately and equitably among the employees who perform their duties in the same job-titles group or same job title, in the same centre of activities and based on its needs.

#### **9.08 Posting of the schedules**

The employer makes the schedules, including days off and shifts (day, evening, night), based on the needs of the centre of activities and taking into account, if possible, the preferences expressed by the employees. They are made available at least seven (7) days in advance and cover at least four (4) weeks. The schedules are kept at least six (6) months for reference purposes.

For a single position with an upgraded portion (self-sufficient), the employer indicates the single position days on the schedule.

#### **9.09 Modification of the schedule**

The employer cannot modify the schedule (days and entry and departure times) without an advance notice of seven (7) days, unless the employee or employees involved agree.

#### **9.10 Reorganization of the schedule**

The employer may, based on the needs of the centre of activities, authorize a distribution of the daily hours worked, allowing an employee to choose her hours of entry and departure (flexible working hours) outside of a period of compulsory presence at work (core time), totalling, for one (1) week, two (2) weeks or four (4) weeks, equivalent to the number of work hours set out for her position. This type of reorganization may not cause overtime at any time.

The parties may agree at any time on any other form of organization of working time if it is compatible with the needs of the centre of activities.

#### **9.11 Rotation of shifts**

If there is a shortage of regular personnel on the evening or night shift, shift rotation is between employees in the centre of activities in turn, except for the assistant-head-nurse on days and/or assistant to the immediate superior on days or nurse clinician assistant-head-nurse on days or nurse clinician assistant to the immediate superior on days or assistant-head respiratory therapist, who are only subject to rotation if it is absolutely necessary.

In services with shift rotation among the employees, the employer grants a permanent service 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 rotation system at her request.

In cases stipulated in the preceding paragraph, the employee must give the employer four (4) weeks' prior notice and the employer will post it on the centre of activities.

During this notice period, the employees on this centre of activities may apply for the permanent evening or night shift. 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 enforced when she applies for a position under Matter 7 of these local provisions or she uses the provisions set out in clause 8.01 and following of these same provisions.

The employer takes all appropriate measures for an employee to work on the day shift at regular intervals during the year. Within each four-(4) month period, the employee must work at least fifty percent (50%) of her time on the day shift, except if there is a different understanding between the employer and employees in the centre of activities concerned. The starting point of this period is set in an agreement.

In the event there must be rotation of work periods, the employer institutes rotation on two (2) shifts, either day-evening or day-night at the request of the majority of employees on a centre of activities. This must not cause an increase in personnel.

It is understood that shift rotation cannot be on three shifts.

### **9.12 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, to the day shift, after agreement with the employer regarding the dates, or at the employer's request, for a period not exceeding ten (10) continuous workdays a year. In the case where the request regarding dates comes from the employee and causes overtime, Article 19 of the provincial provisions of the collective agreement does not apply.

### **9.13 Split shifts/incomplete shifts**

An employee is not subject to split shifts.

The employer may agree, after agreement with the union, on incomplete shifts. Positions with incomplete shifts created before these local provisions go into effect remain.

### **9.14 Control of time**

An employee is not subject to more than one (1) system for controlling her work hours.

## **MATTER 10**

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

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#### **10.01 Equitable distribution**

If overtime is required, the employer shall offer it to the available employees, in turn, distributing it equitably among the employees who normally do this work on the centre of activities and then to the other employees in the institution.

However, in unforeseen cases or in urgent cases, the employer offers the overtime, preferably to employees onsite.

If overtime must be used, the employer generally makes every effort to offer it to volunteers before using outside resources.

#### **10.02 Refusal**

To distribute overtime, every time an employee refuses to work a full shift of overtime, she is considered to have worked the overtime offered.

#### **10.03 Availability**

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

#### **10.04 On-call**

When the needs of a centre of activities require personnel on call, the employees on the centre of activities are subject to on-call duties in turn unless:

- a) First, a sufficient number of employees in the centre of activities volunteer;
- b) Secondly, a sufficient number of employees who have replaced in the centre of activities volunteer.

If an insufficient number of employees have volunteered to cover all the needs, the other employees on the centre of activities are only asked to fill the remaining needs.



#### **10.05 On-call conditions**

On-call is from outside the institution. However, if it is impossible for the employee to reach the institution in thirty (30) minutes, she must remain in the institution, at the employer's request. The parties may agree on a longer or shorter timeframe based on the needs of the centre of activities.

The employer provides the on-call employee with a communication device free of charge and determined by the employer. The employee personally ensures the proper functioning of the communication device wherever she is.

The employer provides the on-call employee who comes to work for an emergency a free parking space close to the institution's entrance.

The employer provides a suitably furnished room with a bed, if possible, for the employee who is on-call in the institution.

#### **10.06 Recall during a meal**

If an employee is called back to work urgently while eating her meal, she is exempt from paying again for a meal after she has responded to that emergency. If the needs of a centre of activities so allow, she may take this time back during the same shift if she wants.

#### **10.07 Taking overtime back in time**

The parties may agree by agreement to allow taking overtime back in time.

## **MATTER 11**

### **PAID HOLIDAYS, FLOATING HOLIDAYS, AND ANNUAL VACATION, EXCEPT QUANTA AND REMUNERATION**

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#### **SECTION 1: STATUTORY HOLIDAYS**

##### **11.01 List**

The list of statutory holidays is:

- SH-1: Canada Day
- SH-2: Labour Day
- SH-3: Thanksgiving
- SH-4: Floating holiday (acquired on November 1<sup>st</sup>)
- SH-5: Christmas Day
- SH-6: Boxing Day
- SH-7: New Year's Day
- SH-8: Day after New Year's Day
- SH-9: Floating holiday (acquired on December 31)
- SH-10: Good Friday
- SH-11: Easter Monday
- SH-12: Patriots Day
- SH-13: Québec National Holiday

The employer sets the calendar of effective dates for taking these holidays for the year and distributes this calendar to all personnel.

##### **11.02 Equitable distribution**

The employer distributes the statutory holidays equitably among the employees of the same job-titles group and on the same centre of activities.

The employer makes every effort to give statutory holidays attached to weekends off or at the beginning or end of a work cycle.

Every employee is ensured four (4) complete consecutive days off (statutory holiday, compensatory holiday, weekly day off) at Christmas or New Year's.

##### **11.03 Postponement of a statutory holiday**

An employee obliged to work a statutory holiday stipulated in clause 11.01 above is entitled to accumulate a compensatory holiday up to a maximum of five (5) a year. She must agree with her immediate superior as to when they will be taken.

The statutory holidays accumulated in this bank must be all be taken no later than May 31 of the accumulation year.

#### **11.04 Exchange of statutory holiday**

After the schedule is posted, two (2) employees may exchange the dates on which they actually take the same statutory holiday written on the schedule. However, the immediate superior's authorization is required for this exchange. In such a case, the overtime provisions do not apply.

### **SECTION 2: FLOATING HOLIDAYS**

**11.05** Floating holidays acquired under the collective agreement must be taken on the dates agreed between the employer and employee.

### **SECTION 3: ANNUAL VACATION**

#### **11.06 Annual vacation period**

The reference period that entitles an employee to annual vacation is from May 1 of one year to April 30 of the following year.

The nineteen (19) weeks beginning on the Sunday of the week of June 1 every year are considered the normal period for taking annual vacation. The employer may not force an employee to take her annual vacation outside the normal annual vacation period. At no time may employees use more than eighty percent (80%) of the total annual vacation weeks to be granted during the normal vacation period.

When the expressed preferences are greater than eighty percent (80%), the local parties meet to agree on conditions to ensure continuity of services at all times.

An employee may not express a preference for more than four (4) consecutive weeks during the normal annual vacation period.

However, to foster the staggering of annual vacation, the employer allows the employee to take her annual vacation in part or completely outside the normal annual vacation period. This vacation cannot be taken between the Sunday that follows December 15 and the Saturday preceding January 15, unless there is an agreement with the immediate superior.

Employees working in schools must take their annual vacation between June 24 and August 15, during the Christmas and New Year holiday period or during the week of spring break based on the school calendar, unless there is an agreement to the contrary with the immediate superior.

### **11.07 Taking vacation**

Annual vacation is taken in a continuous or divided manner, at the employee's choice. Each period must be at least one (1) week.

However, seniority only prevails for one (1) choice of annual vacation in each of the two (2) periods, the normal annual vacation period and the period outside of it.

An employee may choose to take one (1) week of annual vacation split up.

An employee who is entitled to more than twenty (20) workdays of annual vacation under the provincial provisions of the collective agreement may take the additional days in a continuous manner, except in situations where she has five (5) additional vacation days, in which case, these days must be taken together.

The split-up vacation days are taken outside the normal annual vacation period, after agreement with the employer as to the dates. To the extent possible, for a centre of activities whose level of activities decreases during the normal annual vacation period, the employer may authorize an employee who so requests to take split-up annual vacation during this period.

### **11.08 Availability of the list**

The employer makes a list of employees with their seniority and quantum of annual vacation days to which they are entitled available by March 15 for the normal annual vacation period and by September 15 for the period covering the rest of the year. The employees must register their preferences on this list according to the provisions stipulated in the following clause.

### **11.09 Registration**

Employees register their preferences by March 30 for the normal annual vacation period and by September 30 for the period covering the rest of the year.

When an employee forgets to express her preferences during the registration period, she may not use her seniority with regard to them.

Employees absent during the registration periods must inform the employer in writing of their preferences by the end of the registration period.

If the employer is unable to grant an employee's preference, the employer contacts her before continuing with the granting of annual vacation.

### **11.10 Determination of annual vacation dates**

In all cases, the employer determines the date of annual vacation taking into account the preference expressed by the employees and their seniority, but applied among the employees of the same job-titles group and working in the same centre of activities.

The seniority of an employee on an assignment with an expected length that will extend through the major part of the normal annual vacation period is considered in the centre of activities where she is on this assignment.

### **11.11 Posting of the program**

The employer makes the annual vacation program available to all employees by April 15 for the normal annual vacation period and October 15 for the period covering the rest of the year.

### **11.12 Transfer**

When an employee obtains a transfer, promotion or demotion before taking her annual vacation, she takes this vacation at the time scheduled for the annual vacation of the employee she replaces or any other date agreed with the employer.

When the employee she replaces has already taken her annual vacation, or it is a newly created position, the transferred employee agrees with the employer on the date of her annual vacation.

In the case of bumping, the employee who bumps or is bumped takes her annual vacation as scheduled on the program.

### **11.13 Exchange of annual vacation**

By mutual consent, two (2) employees on the same centre of activities may exchange their dates of annual vacation after agreement with their immediate superior.

### **11.14 Postponement of annual vacation**

An employee unable to take her annual vacation at the time scheduled because of illness occurring before the beginning of her annual vacation may postpone this vacation to a later date. However, she must inform her employer in writing before the date set to take her annual vacation, unless it is impossible to do so because of her physical or psychological disability. In such a case, the employee must show proof of this impossibility, as soon as possible, and her annual vacation is automatically postponed.

When this situation occurs, the postponement of the employee's annual vacation does not affect the annual vacation already granted.

In all cases of postponement of annual vacation, the employer determines the new vacation date when the employee returns taking into account the preference expressed by her and based on the available periods remaining and needs of the centre of activities. However, the postponement must be during the current annual vacation period. If this is impossible, the employee may request a postponement to the next annual vacation period.

#### **11.15 Annual vacation for spouses**

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

## **MATTER 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**

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### **12.01 General provision**

In addition to the provincial provisions of the collective agreement that specify the conditions applicable to certain leaves without pay (Article 17), particularly those regarding seniority, accumulation of experience, the pension plan, group insurance plans, benefits in the collective agreement and the employee's status during a part-time leave without pay, the following provisions apply.

### **12.02 Leave without pay not exceeding one (1) month**

After agreement with the employer, and after one (1) year of service, an employee is entitled once a year, to a leave without pay of a maximum of one (1) month. This leave may be divided into segments of a minimum of one (1) week. The request must be made in writing at least thirty (30) days in advance.

### **12.03 Leave without pay of more than one (1) month and not exceeding one (1) year**

#### **Conditions for obtaining**

After agreement with the employer, and after two (2) years of service, an employee is entitled, once every three (3) years, to a leave without pay that may not exceed fifty-two (52) weeks, including the leave without pay set out in the preceding clause.

To obtain this leave, the employee must make a written request to the employer at least sixty (60) days in advance specifying the length of this leave. The employer must give a written answer in the thirty (30) days following the employee's request.

#### **Modification of the leave**

An employee who wants to interrupt her leave without pay temporarily may do so after a written notice of at least fifteen (15) days specifying the period of interruption. During this period, the employee goes on the availability list.

An employee who wants to interrupt her leave without pay permanently ahead of schedule may do so following a written notice of at least thirty (30) days.

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

After agreement with the employer, a full-time employee with two (2) years of service is entitled to a part-time leave without pay of a minimum of two (2) months and maximum of fifty-two (52) weeks. This leave may be requested once per three (3) years.

At the time of the request, the employee specifies the length and number of days of this leave which cannot be more than three (3) days a week.

The employee must make a written request at least thirty (30) days before the date her leave is scheduled to begin.

#### **Modification**

Once the leave is granted, the length and conditions cannot be modified without the consent of the employer and employee concerned. However, during the period for this leave, the part-time leave of an employee who obtains a new position is interrupted when she starts in the new position, unless otherwise agreed with the employer.

#### **12.05 Part-time leave without pay by exchange of positions**

After agreement with the employer, an employee incumbent of a full-time or part-time position is entitled to exchange her position, once (1) a year, with an employee incumbent of a part-time position in the same job title and centre of activities. The length of the exchange of positions is a minimum of two (2) months and maximum of fifty-two (52) weeks.

To obtain this exchange, the employees must make a written request to the employer at least thirty (30) days in advance specifying the length of this exchange.

The employees covered by this exchange must have one (1) year of service at the beginning of the exchange. However, this leave is granted even if an employee has less than one (1) year of service when a dependent's illness requires her presence.

Before granting the exchange, the employer considers the interest of other employees with more seniority than the part-time employee whose hours are increased (on the same shift and whose position includes an equivalent number of hours).

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



## **12.06 Leave without pay or part-time leave without pay for study**

### **A) Full-time leave without pay for study**

After agreement with the employer, an employee incumbent of a position with one (1) year of service is entitled, after written request at least thirty (30) days in advance, to a full-time leave without pay for a semester to pursue her studies in the nursing and cardiorespiratory care sector.

The employee must show proof of her enrolment and full-time student status to obtain this full-time leave without pay. She must inform the employer if she fails to maintain her status as a full-time student. She is then considered on part-time leave without pay for study and the conditions set out in B apply. If the employee does not maintain her status as a part-time student, she is considered as having ended her leave without pay to study, in which case she must return to her position by the end of a ten-(10) deadline from the date she lost her student status. Failing to return to her position by the deadline, she is deemed to have resigned.

After agreement with the employer, this leave can be renewed with proof of enrolment.

This leave does not apply to an employee who is a student in the DEC-BAC nursing program.

### **B) Part-time leave without pay to study**

In the same way, and for the purposes stipulated above, the employee incumbent of a full-time position is entitled to a part-time leave without pay by reducing her number of workdays per week. During this leave, an employee may not reduce her work hours to less than eight (8) days per twenty-eight (28) days unless she is a full-time student, in which case the employee must maintain a minimum work presence of one (1) weekend out of two (2) weekends.

The employee who has a part-time leave without pay to study agrees with her immediate superior on the weekly distribution of workdays and days of leave.

An employee must show proof of enrolment and status as a part-time student to obtain this leave. She must inform the employer if she fails to maintain her status as a part-time student. She must then return to her position by the end of a ten-(10) day deadline after the loss of her student status. Failing to return to her position by the deadline, she is deemed to have resigned.

**C) Part-time leave without pay for the student DEC-BAC in nursing employee (this leave applies to the BAC portion only)**

After agreement with the employer, the student DEC-BAC in nursing employee is entitled to a part-time leave without pay allowing her to maintain a minimum work presence of one (1) weekend of work out of two (2) weekends. The employee must submit a written request at least thirty (30) days in advance. This part-time leave without pay is a maximum of twenty-four (24) months. The employee must show proof of her enrolment and status as a full-time student to obtain this leave.

She must inform the employer if she fails to maintain her status as a full-time student. The employee and employer then agree on new availability. However, the employee who loses her student status must then return to the position she holds at the end of the ten-(10) day deadline after the loss of her student status. Failing to return to her position by the deadline, she is deemed to have resigned.

The employee returns to her position during all periods when her studies are interrupted.

**D) Leave to take an exam**

A leave without pay of a maximum of one (1) day is granted to the employee to prepare and take one (1) or more exams related to her profession. These leaves may not exceed three (3) days a year.

**12.07 Leave without pay or part-time leave without pay to teach**

To enable the secondary, collegial and university education sectors to benefit from the contribution and experience of employees from the health and social services sector, an employee who has one (1) year of service in the institution is entitled, after a written request at least thirty (30) days in advance, to a full-time leave without pay or part-time leave without pay of a maximum of twelve (12) months to teach in a sector related to her profession. The employee must provide proof of employment as a teacher and length of her contract.

Before the end of this leave without pay, and after agreement with the employer, this leave may be renewed for a maximum of twelve (12) months.

The employee with a part-time leave without pay to teach agrees with her immediate superior on the weekly distribution of workdays and days of leave.

At the employer or employee's request, the latter agrees to return to her position during the periods when her teaching activities are interrupted.

### **Modification of the leave**

The employee who wants to interrupt a leave without pay to teach before the scheduled deadline may do so following a written notice of at least thirty (30) days.

Moreover, the employee on a leave without pay to teach full time may transform this leave into a part-time leave without pay to teach for the portion of time remaining in the full-time leave without pay after agreement with the employer. She then returns to her position.

#### **12.08 Civic office (pre-election leave)**

With a written request to the employer thirty (30) days in advance, an employee candidate for civic office is entitled to a leave without pay of thirty (30) days preceding the election date.

If she is not elected, the employee returns to her position providing she sends a minimum advance notice of eight (8) days after the election date. In the interim, she can register on the availability list.

#### **12.09 Civic office (post-election leave)**

If she is elected, the employee is entitled to a leave without pay or part-time leave without pay for the length of her mandate.

The employee on a full-time leave without pay must, eight (8) days after the end of her mandate, inform the employer of her intention to return to work. The employer must then reinstate her in the thirty (30) days following this notice. The employee who does not give this notice is deemed to have voluntarily abandoned her job as of the date she left the institution.

The employee with a part-time leave of absence must, eight (8) days after the end of her mandate, inform the employer of her intention to return completely to her position. The employer must then reinstate her in the thirty (30) days following this notice.

#### **12.10 Marriage – civil union**

In addition to the marriage or civil union leave stipulated in the provincial provisions, every employee is entitled to add one (1) additional week of leave without pay. The taking of this week without pay is at the employee's discretion and must be indicated at the same time as the request for the leave with pay.

In the event the employee adds this additional week without pay, the two-(2) week period may not immediately follow or precede annual vacation if the latter is in the normal annual vacation period.

### **12.11 Conditions of leaves without pay**

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

1) Return

The employee must return to work at the end of her leave, failing which, she is deemed to have voluntarily abandoned her job as of the date she left the institution. The employee must inform the employer of her intention to return to work at least thirty (30) days before the end of her leave without pay.

2) Conditions of return

The employee with a full-time or part-time leave without pay may end it at any time by giving the employer a thirty-(30) day advance written notice.

Returning from her leave, the employee returns to her position. In the event the position of the employee on leave without pay is abolished, the employee may use the measures set out in Matter 8 of these local provisions.

3) Sick-leave days

The sick-leave days accumulated at the time the leave without pay 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.

4) Annual vacation

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.

### **12.12 Right to apply during a leave without pay**

During the leave without pay or part-time leave without pay set out in this matter, an employee is entitled to apply for a position subject to the provisions set out in Matter 7. If she obtains it, she must be able to move into the position within a reasonable timeframe.

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

The employer may grant a leave without pay to an employee whose right to practice is suspended by her professional order. The conditions applicable to this leave without pay are those set out in clause 12.03. This provision does not prevent the employer from imposing a suspension or dismissal.

## **MATTER 13**

### **HUMAN RESOURCES DEVELOPMENT, EXCEPT ALLOCATED AMOUNTS AND RETRAINING OF EMPLOYEES WITH EMPLOYMENT SECURITY**

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#### **13.01 Statement of principle**

For the purpose of this collective agreement, the expression “human resources development” refers to the integrated and continuous process by which employees maintain, acquire, develop and improve knowledge, skills and abilities, as well as aptitudes that help them in the performance of their duties and in facing the changes affecting their scope of activities and workplace.

It is accomplished in large part by welcome, orientation 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.

Human resources development is designed 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.

#### **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.

These activities are not charged to the human resources development budget stipulated in the provincial provisions of the collective agreement for human resources development. However, the training activities given as part of the welcome and orientation period are charged to this budget.

The employer provides the union with the details about the welcome day (list of candidates, job title, location), in advance.

The final content of this program is the employer’s sole responsibility.

### **13.03 Orientation program for employees on the float team and availability list**

When, for the purpose of future replacements in a specific centre of activities, the employer decides to offer an orientation program to employees, the program is offered to employees on the float team and availability list.

If the employer decides to offer it to employees on the float teams, the program is offered by order of seniority taking into account their preferences among those who have shown 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, the employer proceeds in the same manner.

The final content of this program is the employer's sole responsibility.

### **13.04 Orientation program for the employee in a new position or after obtaining a replacement**

The employer may offer an orientation program to an employee after obtaining a new position or a replacement for this employee to become familiar with her new duties.

This program is also accessible when there is a voluntary transfer and special measures or bumping.

The final content of this program is the employer's sole responsibility.

### **13.05 Adaptation program for employees affected by the transformation of the network**

After consulting the union, the employer organizes a program of adaptation activities, as needed, for employees who, in the context of the transformation of the network, are replaced or affected by a change of work or even a transformation related to an administrative organization or organization of work. These activities allow the employee to acquire the qualifications, additional theory and techniques necessary for performing the new duties given to them.

These activities are organized under the resources allocated for in-service training.

The final content of this program is the employer's sole responsibility.

### **13.06 Updating, in-service training and professional improvement activities**

The updating, in-service training and professional improvement activities include all forms of activities intended:

- to maintain, update, acquire or develop an employee's aptitudes and theoretical or practical knowledge to maintain and develop her efficiency in performing her tasks and duties;
- to enable an employee to acquire a higher level of competence in her scope of activities;
- to enable an employee's professional development and transfer of her expertise.

According to the preferred orientations in the health and social services sector and to meet the institution's needs, in-service training allows an employee to adapt to organizational changes or the evolution of the issues related to performing her tasks and duties. It also fosters the introduction of new work or intervention approaches, tools, techniques and/or methods as well as the introduction of a technological change and/or integration of best practices.

Updating, in-service training and professional improvement activities are organized using the resources allotted to the human resources development budget.

### **13.07 Human resources development plan**

As part of the institution's human resources development plan, the employer develops the in-service activities plan every year with the union's participation via the human resources development joint committee. With the committee, the employer sets the terms and conditions for this plan as well as determines the criteria and guidelines for access to training (for example: instructor, the job title or titles, etc.).

The plan's activities are financed by the budget allocated to human resources development in Article 16 of the provincial provisions of the collective agreement.

The employer sends the amount available every year, established in accordance with the budget stipulated in Article 16 of the provincial provisions of the collective agreement, to the union and consults the union on the human resources development needs.

The employer ensures an equitable distribution of the amounts set out in Article 16 of the provincial provisions of the collective agreement to all job-titles groups and all the different missions in the institution.

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. The employer must approve the training. If the employee does not attend the training, the employer may claim the expenses already reimbursed to the employee.

When the in-service or professional improvement activity in which the employee participates is not required by the employer, the latter may, at his discretion, reimburse the employee the costs inherent to such a training in whole or in part.

The final content of the human resources development plan remains the employer's sole responsibility.

### **13.08 Use of the human resources development budget**

The budget dedicated to human resources development is used to reimburse salaries (instructors and participants), fringe benefits, tuition fees, expenses related to the logistics and organization of the activities, travel and lodging expenses and any other reimbursement agreed between the employer and union.

### **13.09 Joint human resources development committee**

A local joint human resources development committee is set up in the sixty (60) days after the signature of these local provisions.

The committee is composed of three (3) people appointed by the union and three (3) people appointed by the employer.

The joint committee's general mandate is to act in an advisory capacity for the development, evaluation and updating of the annual in-service plan of training activities and programs stipulated in this matter.

The committee may also make recommendations on the human resources development plan. For this purpose, the employer provides the information pertinent to that plan, including the title of the training, job title or job-titles group, approximate number of employees covered, number of training hours and financial forecast of the costs.

In cases when a professional order has new requirements for the level of training, the committee may make any pertinent recommendations for reducing the impact on the employees concerned.



The employer sends a report on the activities carried out to the local joint human resources development committee at the end of each fiscal year. This report includes the name of the training, name of the employee, job title or job-titles group, salary, number of training hours, if possible the instructor's name and costs inherent to these activities.

### **13.10 Dispute mechanism**

In the event of a dispute on the terms and conditions for the plan and criteria for the training, the parties agree to discuss it at the labour relations committee. If the dispute remains, the parties may agree to use the mediation procedure at the Ministry of Labour or one of the parties may use the provisions of grievance resolution as set out in Articles 10 and 11 of the provincial provisions of the collective agreement. It is understood that this dispute is a disagreement between the parties.

## **MATTER 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**

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- 14.01** The specific working conditions for employees asked to accompany users to an outside activity of more than twenty-four (24) hours are the subject of agreements between the employer and union before the activity is held.

## **MATTER 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**

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#### **Grievance committee**

- 15.01** At the request of one of the parties, a grievance committee is created. The parties agree on the operating conditions of this committee.

#### **Organization of work committee**

- 15.02** At the request of one of the parties, an organization of work committee is created. The parties agree on the operating conditions of this committee.

#### **Other committees**

- 15.03** The employer and union reserve the possibility of setting up, after agreement, any other committee related to the twenty-six (26) matters negotiated and agreed at the local level and not already stipulated by the collective agreement. When a committee is created, the parties then determine the operating conditions.

## **MATTER 16**

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

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- 16.01** The parties acknowledge that it is to their advantage to promote and develop labour relations between the employer and union with the principle of mutual respect and collaboration.
- 16.02** As part of their relations and in accordance with the organization's values, the parties agree to focus on the quality, accessibility and continuity of the services in the organization of care and services in order to meet the users' needs.
- 16.03** The parties as well as employees agree to maintain a violence-free workplace characterized by civility.

## **MATTER 17**

### **POSTING OF NOTICES**

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- 17.01** The employer provides the union with bulletin boards or other means for posting for the exclusive use of the union.
- 17.02** The union may post any document likely to be of interest to its members on these bulletin boards or other means of posting. An authorized representative of the union must sign the documents. The posted documents may not contain any statements directed against the parties in question, their members and representatives.
- 17.03** The location, number and type of bulletin boards or other posting means are subject to agreements.

The union keeps the existing bulletin boards as mentioned in Appendix 2.

## **MATTER 18**

### **PROFESSIONAL ORDERS**

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- 18.01** An employee must belong to a professional order if belonging to such an order is required. She must ensure the renewal every year.
- 18.02** Moreover, when an employee returns to work after an extended absence, she must submit proof of her registration on the roll of her professional order to the employer, confirming her permit to practice.

## **MATTER 19**

### **PROFESSIONAL PRACTICE AND LIABILITY**

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#### **19.01 Statement of principle**

As a basis for their professional action, the parties acknowledge the principles stated in the code of ethics in effect at the order that governs the employee's profession in the province of Québec. To improve the quality of care given, the parties agree to foster continuity of care.

#### **19.02 Copyright and use of the content**

Under the *Copyright Act*, the copyright belongs to the employer when an employee has been duly paid to create the document. Use of the content of such a document remains the responsibility of the employer.

#### **19.03 Signature of a professional or technical document**

An employee must sign a technical document prepared by her or under her direction. If the employer publishes, in whole or in part, such a professional or technical document, prepared by one of the employees as part of her duties, the name of the author or authors, her title and the department to which she belongs will appear on this document.

#### **19.04 Modification of a document**

An employee is not obliged to modify a professional or technical document that she has signed and believes to be correct professionally. However, the employer may modify any professional or technical document. In the event of a modification without her authorization, the employee may remove her signature.

#### **19.05 Testimony**

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, the employer ensures her the necessary support, by providing a lawyer, as needed, chosen and paid for by the Employer.

#### **19.06 Right to practice**

The employer recognizes the employee's right to practice all the professional activities authorized by her professional order according to her qualifications. The employer makes every effort not to divide or split up among the employees in the same job-titles group on a centre of activities the tasks given them, taking into account the specificities of their job titles.

Moreover, as needed and insofar as possible, the employer provides a private location for the employee to hold a personal consultation with a user.

#### **19.07 Medically-assisted dying**

In accordance with Section 50 of an *Act respecting end-of-life care*, an employee may refuse, for personal beliefs, to participate in the administration of medically assisted dying.

However, the employee must still ensure the continuity of care given to the person, as stipulated in her code of ethics and the person's wish.



## MATTER 20

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

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**20.01** An employee accompanying a user 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 provincial provisions of the collective agreement, including the overtime rate if the duration of this work and/or period of accompaniment exceeds the regular workday.
2. Once she has left the user, the employee must return to her home base as soon as possible and by the means of transportation determined by the employer.

She is considered to be on call for the waiting period preceding the return trip when she must stay overnight. She is paid according to the on-call provisions in the provincial provisions of the collective agreement.

The employee is considered at work for the duration of the return trip and paid according to the provisions stipulated in paragraph 1 above.

3. The employer reimburses the employee for her travel and lodging expenses according to the terms set out in Article 26 of the provincial provisions of the collective agreement upon presentation of supporting documents.

**20.02** For any trip of one (1) day or longer, the employer ensures that the employee has a sufficient rest period before resuming her regular shift.

**20.03** An employee is not obligated to transport a user in her personal vehicle, except when the vehicle is required as part of her duties. In this latter case, she may refuse to transport a user for safety or hygienic reasons or any other reason agreed to with her immediate superior, in which case the latter determines another means of transport.

## MATTER 21

### LOSS AND DESTRUCTION OF PERSONAL BELONGINGS

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**21.01** When the employee, in the course of her duties, suffers damage or destruction of personal belongings necessary in performing her duties (clothing, watch, glasses, contact lenses or other prostheses or orthosis, etc.), the employer sees to the replacement or repair or cleaning, except in the case of the employee's gross negligence.

However, the employee must bring this situation to the employer's attention no later than twenty-four (24) hours after the incident or knowledge of the damage or destruction. The employee must then submit her claim within thirty (30) days of the incident or knowledge of the damage or destruction, unless it is impossible to do so during this timeframe. The employer has thirty (30) days from the claim to see to the reimbursement of costs related to the replacement, repair or cleaning.

The employer may ask for details on the claim and, upon request, the employee must submit the item for which she is submitting a claim.

When the damage or destruction of a personal belonging prevents an employee from performing her work, the latter may be absent, without loss of salary, for the remainder of her shift.

**21.02** In the case of a claim submitted to the CNESST or another insurance plan for replacement, repair or cleaning of the damaged or destroyed personal belonging, the employer only reimburses the amount not covered.

## **MATTER 22**

### **RULES TO FOLLOW WHEN UNIFORMS ARE REQUIRED BY THE EMPLOYER**

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- 22.01** The Employer provides uniforms free-of-charge when employees are required to wear a uniform.
- 22.02** The employer maintains the uniforms provided to the employees when they are required to change at the institution before and after their shift.
- 22.03** An employee must return this-these uniform-s to the employer when they are no longer required or when her employment relationship ends.

## **MATTER 23**

### **LOCKER ROOM AND DRESSING ROOM**

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#### **23.01 Locker room**

The employer provides employees with a locker room with lockable lockers or failing this, another lockable location for their clothes and/or personal belongings.

The employees' offices take the place of a dressing room.

#### **23.02 Dressing room**

When the institution's premises permit, the employer provides the employees with a dressing room or suitable location.

## MATTER 24

### PAYMENT OF SALARIES

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#### 24.01 Pay slip

The employer records on the pay slip:

- the employer's name;
- the employee's name and first name;
- the job title;
- the date of the pay period and payment date;
- the number of hours paid at the regular rate;
- the overtime worked during this period;
- the nature and amount of premiums, supplements, allowances and allocations paid;
- the salary rate;
- the gross salary;
- the nature and amount of the deductions made (including the Fonds de solidarité FTQ, if applicable);
- the net salary;
- the seniority accumulated;
- the number of sick-leave days accumulated;
- the kilometers travelled;
- the banks of work hours for certain premiums, leaves or lump sums;
- the amount of annual vacation accumulated for the current year for part-time employees;
- the number of annual vacation days accumulated for the current year;
- the bank of hours accumulated.

The employer records, on separate pay slips, the amounts paid as back pay, with the attached details and amounts corresponding to unused sick-leave days and unpaid premiums at the end of the reference period.

#### 24.02 Pay period

Salaries are paid by bank transfer. Employees are paid every two (2) weeks.

If a payday coincides with a statutory holiday, the pay is distributed on the day before the statutory holiday, unless this is impossible.

The union is consulted for any modification related to the payment of salaries.

### **24.03 Amounts due at departure**

The employer pays the employee by bank transfer, on the pay period following her departure, the amounts due in salary, including her fringe benefits. The employer deducts any amount the employee owes from this amount when she leaves. If applicable, the employer justifies the amounts deducted.

### **24.04 Annual vacation pay**

Annual vacation pay is paid according to the normal pay period.

An employee incumbent of a part-time position receives her vacation pay divided into the number of days to which she is entitled.

### **24.05 Broken or lost item**

No deduction may be made on an employee's salary for breaking or losing an item, without proof the employee was guilty of negligence.

### **24.06 Error**

In the event there is an error on the pay of twenty-five dollars (\$25) or more, attributable to the employer, the latter agrees to correct this error within four (4) workdays of the employer's knowledge of the error by paying the employee the amount due.

In the event of an error on the pay involving an overpayment by the employer to an employee, it is understood that this amount is recovered according to the method agreed between the employer and employee, or failing an agreement, according to the following criteria and arrangements:

1. The employer first determines the portion of the salary on which no deduction can be made:
  - a) One hundred and eighty-five dollars (\$185) a week, for an employee without dependents;
  - b) Two hundred and twenty-five dollars (\$225) a week, for an employee with dependents.
2. The employer then determines the portion of the salary on which a deduction can be made by subtracting the amount stipulated in the preceding paragraph from the employee's salary.

The employer then deducts the amount of the overpayment on each pay, at ten percent (10%) of the amount to be repaid, until the employee's debt is paid.

Notwithstanding the preceding paragraph, the amount may not be less than twenty dollars (\$20) a week.

It is understood that the employer may only recover overpayments made during the six (6) months preceding notification of the error to the employee.

#### **24.07 Automatic deductions**

In situations where the employee must maintain the payment of benefits, she may do so by automatic deduction by informing the employer.

## **MATTER 25**

### **ESTABLISHMENT OF A SAVINGS UNION**

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**25.01** There is no credit union in the institution at this time.

**25.02** In the event the majority of the employees want a credit union set up, the parties agree to meet to discuss it.



## **MATTER 26**

### **TRAVEL ALLOWANCES, EXCEPT THE QUANTA**

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#### **26.01 Provisions related to the home base**

The home base is the place where the employee carries out her duties for more than half the workweek. In the other cases, the employer determines the home base based on the place where the employee regularly receives her instructions and reports on her activities.

An employee may not have more than one home base, except if she is the incumbent of a compound position or self-sufficient position.

Notwithstanding the preceding paragraph, the parties may agree, by agreement, to create positions with more than one home base.

For the incumbent of a float team position or employee registered on the availability list and replacing in a position temporarily without an incumbent, the home base is that of the assignment location.

#### **26.02 Allowances and travel time**

When an employee, at the employer's request, must perform her duties outside her home base, she is considered at work for her travel time and is entitled to the travel allowances.

Notwithstanding the preceding paragraph, when an employee begins or ends her workday at a place other than her home base, she is only compensated for the time and distance in excess of what she normally travels between her home base and residence. The employer decides if the employee must stop by her home base or not.

#### **26.03 Calculation of allowances for kilometers**

The allowances to be paid are calculated from the home base where the employee is assigned.

The kilometers reimbursed are based on the distance required and travelled by the employee in performing her duties.

#### **26.04 Other means of transportation**

When the employer does not require the employee to use her automobile, the employer identifies other means of transportation and reimburses the employee the expenses thus incurred.

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.

**26.05 Meals**

An employee is entitled to the meal allowances stipulated in Article 26 of the provincial provisions during these travels, providing she cannot return to her residence, home base or one of the institution's facilities that serves meals under the collective agreement within a reasonable time.

**26.06 Reimbursement of expenses**

Expenses are reimbursed under this article and Article 26 of the provincial provisions upon presentation of supporting documents.

**26.07 Training activities**

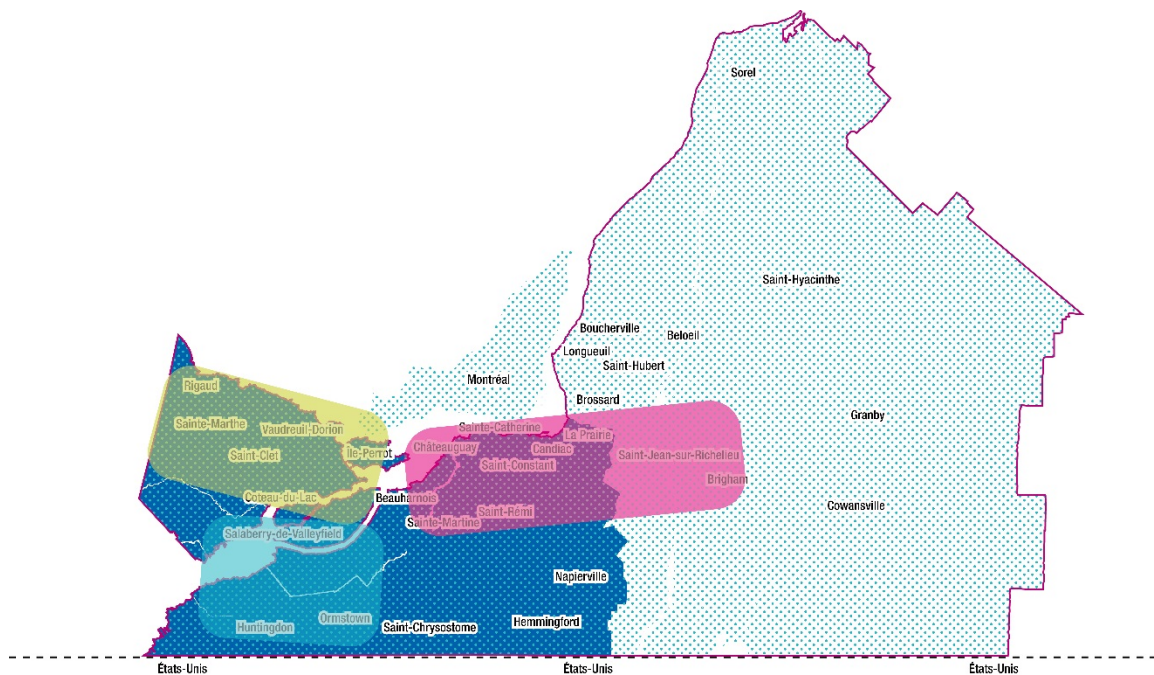
An employee is not entitled to the benefits set out in this article when she voluntarily attends a training activity outside her home base.

## PART II

### APPENDIX 1

#### MAP OF THE TERRITORIES FOR FLOAT TEAM POSITIONS IN THE HOSPITAL, RESIDENTIAL LIVING/ACCOMMODATION AND CLSC MISSION

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Hospital, residential living/accommodation and CLSC mission territorial zones (including identification of the theoretical home base):

**Zone 1: Vaudreuil-Soulanges Territory**  
(CLSC Vaudreuil-Soulanges, 3031 de la Gare, Vaudreuil-Dorion)

**Zone 2: Suroit and Haut Saint-Laurent Territory excluding Beauharnois**  
(Hôpital Barrie Memorial, 28 Gale St., Ormstown)

**Zone 3: Roussillon Territory including Beauharnois**  
(Hôpital Anna Laberge, 200 Brisebois Blvd., Châteauguay)

Zone 4: Identification of a speciality and 2 posted sites

Specialities: Emergency, Operating Room, Endoscopy, Intensive Care, Hemodialysis, Oncology, Mother-Child Centre, Psychiatry, etc.

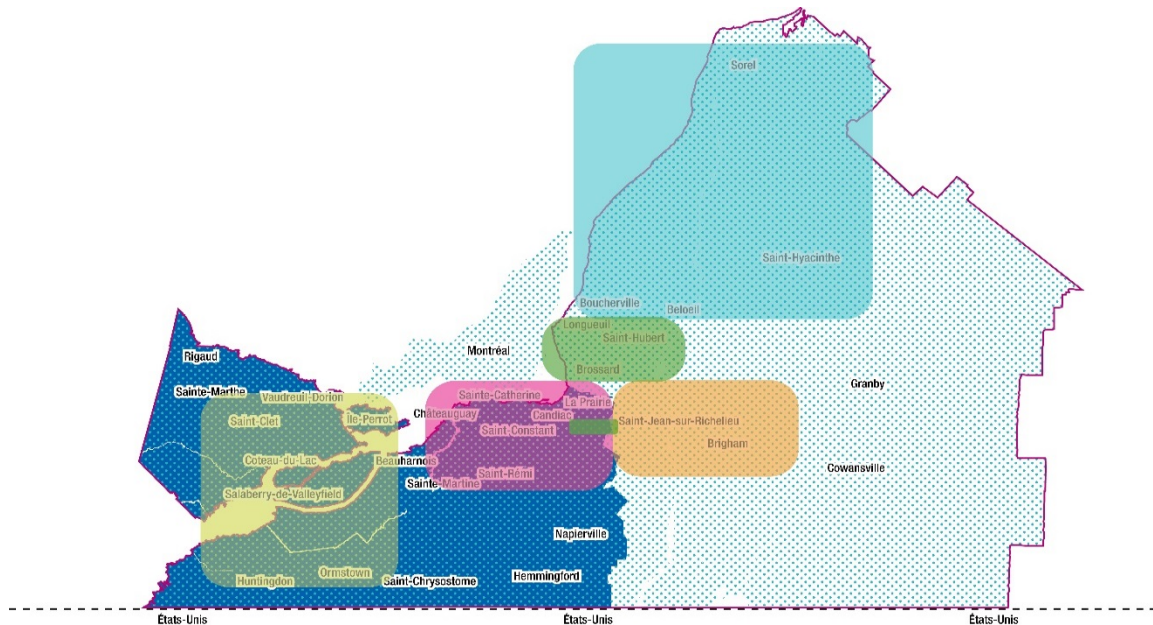
The theoretical home base is specified for the application of Matter 5 and Matter 8.

\* If there is a change that requires a modification of the map in this appendix, the parties agree on the said modification.

## APPENDIX 1A

### MAP OF THE TERRITORIES FOR FLOAT TEAM POSITIONS IN THE REHABILITATION AND ADDICTION MISSION

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Rehabilitation and addiction mission territorial zones (including identification of the theoretical home base):

- Zone 1:** Haut-St-Laurent/Suroît/Vaudreuil-Soulanges Territory (Centre de réadaptation en déficience intellectuelle et trouble du spectre de l'autisme- Installation Salaberry-de-Valleyfield, 30 Saint-Thomas St. Suite 200, Salaberry de Valleyfield)
- Zone 2:** Roussillon Territory excluding the municipality of St-Philippe (Centre de réadaptation en déficience intellectuelle et trouble du spectre de l'autisme – Installation Kateri, 27 Goodfellow St., Delson)
- Zone 3:** Haut-Richelieu-Rouville Territory (SRSOR, 315 Mac Donald St., Saint-Jean-sur-Richelieu)
- Zone 4:** Richelieu-Yamaska/Pierre-de-Sorel/Sorel-Tracy Territories including the municipalities of Boucherville, Verchères, Varennes and Acton Vale (Centre de réadaptation en déficience intellectuelle et trouble du spectre de l'autisme – Service externe de Beloeil, 255 Choquette St., Beloeil)
- Zone 5:** Champlain/Pierre-Boucher Territories including the municipalities of St-Philippe but excluding Boucherville, Verchères and Varennes (CMR – 5300 Chambly Road, Saint-Hubert)

The theoretical home base is specified for the application of Matter 5 and Matter 8.

\* If there is a change that requires a modification of the map in this appendix, the parties agree on the said modification.

## APPENDIX 2

### EXISTING BULLETIN BOARDS AT THE SIGNATURE OF THE LOCAL PROVISIONS

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#### **Vaudreuil:**

CLSC Vaudreuil-Dorion  
CLSC St-Polycarpe  
CLSC Rigaud  
Centre d'hébergement Vaudreuil  
Centre d'hébergement Coteau-du-Lac  
Centre d'hébergement Rigaud  
Centre d'hébergement Laurent-Bergevin

#### **Haut-St-Laurent:**

CLSC Huntingdon  
Centre d'hébergement du comté de Huntingdon  
Centre d'hébergement d'Ormstown

#### **Jardins-Roussillon:**

Hôpital Anna Laberge  
CLSC Kateri  
CLSC St-Rémi  
CLSC Châteauguay  
CLSC Napierville  
Centre d'hébergement Châteauguay  
Centre d'hébergement St-Rémi  
Centre d'hébergement Laprairie  
Centre Desjardins

#### **Suroit:**

Hôpital du Suroit  
CLSC de Salaberry-de-Valleyfield  
CLSC de Beauharnois  
Centre d'hébergement Docteur-Aimé-Leduc  
Centre d'hébergement Cécile Godin  
Clinique externe de psychiatrie et centre de jour en santé mentale

#### **CRDI:**

CMR St-Hubert

#### **Virage:**

Maison William

#### **Foster:**

Foster St-Philippe

#### **SRSOR:**

Saint-Jean-sur-Richelieu office  
Châteauguay office

## **APPENDIX 3**

### **RULE APPLYING TO THE FLOAT TEAM THAT MUST TRAVEL TO CLSC DE NAPIERVILLE AND ST-CHRYSOSTOME**

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When an employee, incumbent of a float team position, must travel to CLSC de Napierville, she may claim the equivalent of the kilometers between the furthest point of service from CLSC de Napierville in zone 1, the CLSC de Beauharnois, less thirty (30) kilometers, which corresponds to twenty-five (25) kilometers for that day.

However, this rule does not apply to the employee who travels less than thirty (30) kilometers from her residence to the Napierville point of service.

When an employee, incumbent of a float team position, must travel to the CLSC de St-Chrysostome, she may claim the equivalent of the kilometers between the furthest point of service from the CLSC de St-Chrysostome in zone 2, the CLSC de Valleyfield less thirty (30) kilometers, which corresponds to eighteen (18) kilometers, for that day.

However, this rule does not apply to the employee who travels less than thirty (30) kilometers from her residence to the St-Chrysostome point of service.

## PART III

### LETTER OF INTENT NO. 1

#### REGARDING ORGANIZATION OF WORK TIME

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- **Whereas** Letter of Understanding No. 19 of the provincial provisions of the collective agreement, regarding organization of work time.
- **Whereas** the parties' interest in planning the possibility of adapting certain working conditions in the local provisions of the collective agreement to give employees different possibilities of organization of work time.
- **Whereas** the analysis prior to determining the special working conditions for establishing organization of work time models.

**The parties agree to the following:**

1. To meet in the thirty (30) days after the signature of the local provisions of the collective agreement to begin discussions on agreeing to the conditions for implementing the organization of work models.

## PART IV

### GOING INTO EFFECT AND SIGNATURES

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These local provisions go into effect on \_\_\_\_\_. They apply to Class 1 personnel (accreditations AM-2001-7966 and AM-2001-8070) under the meaning of the law.

**IN WITNESS WHEREOF**, the parties have signed this collective agreement in Châteauguay, on \_\_\_\_\_, 2019.

#### For the institution

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**Yves Masse**  
President-Executive Director

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**Josée Vallée**  
Senior Advisor Labour Relations

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**Linda Haworth**  
Assistant Director of Youth and Public Health  
Activities Programs

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**Annick Lavallée**  
Nursing Coordinator for Operations – Front  
Line and Ambulatory Services

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#### For the union

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**Catherine Richer**  
FIQ Spokesperson

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**Francine Savoie**  
President

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**Maryse Patenaude**  
Vice-President Negotiations

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**Vanessa Léger**  
Suroît Vice-President

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**Alain Girard**  
Haut-St-Laurent Grievance Agent

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**Myriam Gilbert-Paquette**  
Jardins-Roussillon Grievance Agent

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# Addendum

## AGREEMENT

**BETWEEN:** THE CENTRE INTÉGRÉ DE SANTÉ ET DE SERVICES SOCIAUX DE LA MONTÉRÉGIE OUEST(CISSMO)  
(hereafter, “the employer”)

**AND:** THE SYNDICAT DES PROFESSIONNELLES-LS EN SOINS DE LA MONTÉRÉGIE-OUEST (SPSMO)  
(hereafter, “the union”)

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**SUBJECT:** Protocol for the local provisions of the collective agreement going into effect

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**WHEREAS** the tentative agreement reached between the parties on September 25, 2018 on the 26 matters to be negotiated at the local level;

**WHEREAS** the disagreement between the parties concerning the date the local provisions of the collective agreement go into effect;

**WHEREAS** the various actions taken by the union against the employer in the context of the disagreement on the date the local provisions of the collective agreement go into effect;

**WHEREAS** the ruling on September 10, 2019 by Jean Paquette, Administrative Judge at the Administrative Labour Tribunal;

**WHEREAS** the interlocutory decision on October 9, 2019 rendered by Alain Cléroux, Mediator-Arbitrator;

**WHEREAS** the filing of the local provisions of the collective agreement on October 11, 2019 at the Ministry of Labour by the arbitrator, Alain Cléroux;

**WHEREAS** the union claims that the local provisions of the collective agreement are in effect as of the filing, October 11, 2019;

**WHEREAS** the employer does not give the same effect to the filing of the local provisions of the collective agreement at the Ministry of Labour;

**WHEREAS** the employer wants the local provisions of the collective agreement to go into effect on November 10, 2019;

**WHEREAS** the delays caused by the legal challenges;

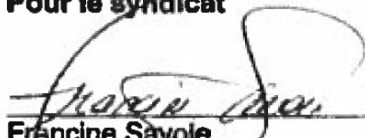
**WHEREAS** the parties' desire to not further delay the local provisions of the collective agreement going into effect after November 10, 2019, in particular in order to minimize the uncertainty for the employees members of the FIQ-SPSMO by the application of these provisions;

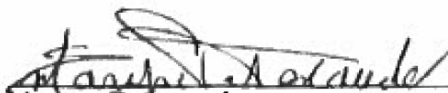
**WHEREAS THE FOREGOING, THE PARTIES HERETO AGREE TO THE FOLLOWING:**

1. The foreword is an integral part of this agreement.
2. This agreement is made without admission, or acknowledgement of the date the local provisions of the collective agreement go into effect.
3. The union maintains the right to continue, apply for or cancel any legal challenge, in the context of the disagreement over the date the local provisions of the collective agreement go into effect.
4. The challenges made will determine if the local provisions of the collective agreement cease to apply for the CISSSMO Class 1 employees identified in this paragraph, and that those negotiated and filed at the Ministry of Labour on October 11, 2019 are applicable for October 11 to November 9, 2019 inclusively;
  - Local provisions of the CSSS Vaudreuil-Soulanges;
  - Local provisions of the CSSS Jardins-Roussillon;
  - Local provisions of the CSSS Haut Saint-Laurent;
  - Local provisions of the CSSS du Suroît;
  - Local provisions of the CRDI Montérégie-Est;
  - Local provisions of the Centre de réadaptation en dépendance Foster;
  - Local provisions of the Centre le Virage;
  - Local provisions of Les services de réadaptable du Sud-Ouest et du Renfort.
5. Regardless of pending challenges, as of November 10, 2019, the local provisions of the collective agreement filed at the Ministry of Labour on October 11, 2019 shall apply in full and this will dispose of the local provisions for the CISSSMO Class 1 employees identified in paragraph 4 above.
6. This agreement may not be used as a precedent by either party.

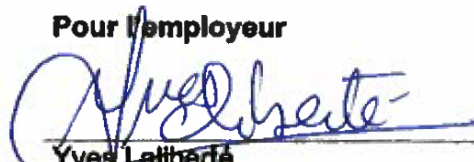
**IN WITNESS WHEREOF** the parties have read and signed in Châteauguay on this 6th day of November 2019.


In **Pour le syndicat**

  
\_\_\_\_\_  
**Francine Savole**  
Présidente

  
\_\_\_\_\_  
**Maryse Patenaude**  
VP relations de travail

**Pour l'employeur**

  
\_\_\_\_\_  
**Yves Laliberté**  
Directeur adjoint des ressources humaines -  
volet opérations

  
\_\_\_\_\_  
**Nelson Boulianne**  
Chef du service des relations avec le  
personnel

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