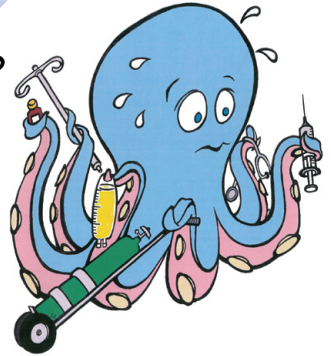


COLLECTIVE AGREEMENT



LOCAL PROVISIONS
between



fiq



Syndicat des professionnelles
en soins de l'Outaouais

and

Centre intégré
de santé et de services
sociaux de l'Outaouais

Institution
No. 1059

COLLECTIVE AGREEMENT
LOCAL PROVISIONS

BETWEEN

THE SYNDICAT DES PROFESSIONNELLES EN SOINS DE L'OUTAOUAIS
(FIQ-SPSO)

AND

THE CENTRE INTÉGRÉ DE LA SANTÉ ET DES SERVICES SOCIAUX
DE L'OUTAOUAIS
(CISSS DE L'OUTAOUAIS)

Foreword

This collective agreement is the product of a negotiation process that lasted nearly 20 months. After several consultations, surveys and focus groups, and more than 25 information assemblies on the local provisions, you voted 85% in favour of the local collective agreement.

The FIQ-SPSO negotiating committee has ensured that the collective agreement meets the priorities that you gave them.

I want to thank everyone on the FIQ-SPSO negotiating team who left us along the way and whose names do not appear on the collective agreement's signature page, Lucie Cousineau, representative for the Des Collines territory and Marie-Claude Coulombe, representative from the Vallée-de-la-Gatineau territory. Their presence and desire to improve working conditions can be seen in this collective agreement. I also want to thank Lyne Plante, FIQ-SPSO president until May 2019, for her extensive involvement and contribution to the mediation process that also helped us reach a negotiated agreement.

Moreover, I would like to thank all the union representatives on the Intermediate Council, those who are with you every day, and who will apply these new local provisions. In fact, we will move on to the implementation and application stage of the new local collective agreement on March 29, 2020.

Lastly, I want to thank all the nurse, licensed practical nurse and respiratory therapist members of the FIQ-SPSO who participated in some way in the negotiation process.

Never forget, we can achieve great things together.

In Solidarity,

Patrick Guay
President FIQ-SPSO

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The union wants to thank Susan Millroy for the English translation of the FIQ-SPSO local collective agreement.

Note: The French version of these local provisions is considered the official text. In the event of discrepancies between the French and English versions, the French version prevails.

MATTER 1

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

L1.01 Job-titles group

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

For purposes of application of this collective agreement, the groups are:

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

L1.02 Single position

Set of duties performed on a permanent basis by an employee in a centre of activities, facility and included in one of the job titles stipulated in the list of job titles.

The Employer promotes the creation of single positions taking into account the centres of activities' needs and the delivery of care and services.

L1.03 Outpatient services and follow-up of outpatient clients position

Set of duties performed on a permanent basis by an employee in a centre of activities, several facilities or outside facilities, inside a territory and included in one of the job titles stipulated in the list of job titles.

The Employer uses this position only for outpatient services and follow-up of outpatient clients.

L1.04 Regional position (CISSSO)

Set of duties performed on a permanent basis by an employee in a centre of activities, several facilities or outside facilities, in all the CISSSO territories and included in one of the job titles stipulated in the list of job titles. The Employer only uses this position to perform a regional responsibility, which, because of the nature of its duties, must serve the whole CISSSO territory, or the volume of activities requires the creation of such a position.

L1.05 Compound position

Set of duties performed on a permanent basis by an employee in a maximum of two (2) centre of activities, a facility and included in one of the job titles stipulated in the list of job titles.

A single-facility float team position may be a component of a compound position.

The Employer designates a centre of activities where an incumbent of a compound position is assigned for the application of the local provisions specifically stipulated for this purpose.

L1.06 Merged position

Set of duties performed on a permanent basis by an employee in a centre of activities, a facility and included in a maximum of two (2) job titles stipulated in the list of job titles.

L1.07 Supplemental position

Set of duties performed on a permanent basis by an employee in a maximum of three (3) centres of activities, a maximum of three (3) facilities and included in one of the job titles stipulated in the list of job titles.

The Employer designates a centre of activities where an incumbent of a supplemental position is assigned for the application of the local provisions specifically stipulated for this purpose.

When a supplemental position includes several facilities located in the territory set out in clause L2.02-1, the maximum distance between facilities may not be more than thirty (30) km by road.

When a supplemental position includes several facilities located in a territory stipulated in clause L2.02-2 to 5 inclusively, the maximum distance between facilities may not be more than forty-five (45) km by road.

When a supplemental position includes several facilities located in two (2) adjacent territories stipulated in clause L2.02-1 to 5 inclusively, the maximum distance between facilities may not be more than forty-five (45) km by road.

L1.08 Float team position

The Employer may create single-facility and multi-facility float team positions to fill positions temporarily without their incumbents, fill temporary work overloads, perform work of a limited duration or for any other reason agreed between the parties.

A) Single-facility float team position

Set of duties performed on a permanent basis by an employee in several centres of activities, in one facility and included in one of the job titles stipulated in the list of job titles.

The Employer designates the centre of activities where the incumbent of a single-facility float team position is assigned, for applying Matter 11.

B) Multi-facility float team position

Set of duties performed on a permanent basis by an employee in several centres of activities, several facilities, a territory or two (2) adjacent territories and included in one of the job titles stipulated in the list of job titles.

The Employer designates the centre of activities where the incumbent of a multi-facility float team position is assigned, for applying Matter 11.

When a multi-facility position includes several facilities located in the territory stipulated in clause L2.02-1, the maximum distance between facilities may not be more than thirty (30) km by road.

When a multi-facility float team position includes several facilities located in a territory stipulated in clause L2.02-2 to 5 inclusively, the maximum distance between facilities may not be more than forty-five (45) km by road.

When a multi-facility float team position includes several facilities located in two (2) adjacent territories stipulated in clause L2.02-1 to 5 inclusively, the maximum distance between facilities may not be more than forty-five (45) km by road.

MATTER 2

CONCEPT OF SERVICE AND CENTRE OF ACTIVITIES

L2.01 Centre of activities

A centre of activities refers to a set of activities that is a distinct entity within the meaning of the institution's organizational structure taking into account the care or services to deliver to users, as determined by the Employer.

The Employer may create centres of activities in more than one facility if this fosters better organization of care and services or increases access to care and services or this is justified by the specific nature of the care and services carried out in a centre of activities.

L2.02 Territories

The CISSS de l'Outaouais is divided into five (5) territories that are defined based on the réseaux locaux de services (RLS) de l'Outaouais (Outaouais network of local services) territories, as determined by the territorial research module of the ministère de la Santé et des Services sociaux¹:

- 1) RLS Grande-Rivière/Hull/Gatineau
- 2) RLS des Collines
- 3) RLS Vallée-de-la-Lièvre et Petite-Nation
- 4) RLS Pontiac
- 5) RLS Vallée-de-la-Gatineau

In the event these RLSs determined by the ministère de la Santé et des Services sociaux are changed, the parties agree to continue to apply the RLSs set out in this clause, as determined at the time the local provisions went into effect.

¹ <https://m34.pub.msss.rtss.qc.ca>

L2.03 List

The Employer sends the list of centres of activities and associated facilities in the institution to the Union in the sixty (60) days after the signature of the local provisions.

Moreover, the Employer informs the Union in writing of any changes made to the list of centres of activities and facilities.

L2.04 Job structure of a centre of activities

A centre of activities' job structure is composed of the number of positions normally required per shift in this centre of activities based on the needs of this centre of activities.

The Employer determines the job structure of a centre of activities and it may be changed at any time.

The job structure is composed of single positions, compound positions and merged positions.

L2.05 Supplemental position structure of a centre or centres of activities

The Employer determines the supplemental position job structure of a centre or centres of activities and it may be changed at any time.

The purpose of the supplemental position job structure of a centre or centres of activities is to ensure an adequate workforce based on the assignment needs or fluctuation of activities on the centre or centres of activities.

The purpose of the supplemental position job structure of a centre or centres of activities is to supplement the job structure on this or these centre-s of activities and consists of supplemental positions.

L2.06 Facility and location outside a facility

Facility

A facility refers to a physical location rented by the institution or belonging to the institution for the delivery of health care and social services.

The Employer determines the facilities.

Location outside a facility

A location outside a facility refers to a physical location other than a facility in which health care and social services are delivered.

MATTER 3

DURATION AND CONDITIONS OF THE PROBATION PERIOD

L3.01

Every new employee is subject to a probation period. The Employer informs a new employee of this when she is hired.

L3.02 Duration of the probation period

The probation period is:

- a) Fifty (50) full workdays at the regular rate, for all job titles that, according to the list of job titles, require a college or professional diploma.
- b) Seventy-five (75) full workdays at the regular rate, for all job titles that, according to the list of job titles, require a bachelor's degree.
- c) One hundred and twenty (120) full workdays at the regular rate, for all job titles that, according to the list of job titles, require a graduate degree and higher.

L3.03 Conditions of the probation period

- a) Welcoming activities, orientation and training days, holidays and absences are not counted in the probation period.
- b) The Employer may meet with the employee during the probation period.

- c) The Employer may subject the employee to a new probation period in another centre of activities before ending the employment relationship during the probation period.
- d) Notwithstanding clause L3.02, an extension of a probation period may be the subject of a specific agreement between the Employer and Union, failing which, the provisions of clause L3.02 apply.

MATTER 4

POSITION TEMPORARILY WITHOUT AN INCUMBENT

- **Definition**
- **Circumstances required for filling the position**

L4.01 Definition of a position temporarily without an incumbent

A position is temporarily without an incumbent when the latter is absent from her position because of one of the reasons stipulated in the local or provincial provisions or after authorization by the Employer.

L4.02 Circumstances required for filling a position temporarily without an incumbent

The Employer decides if positions temporarily without incumbents are filled taking into account the needs of the centres of activities.

A position temporarily without an incumbent is not posted.

The period during which a position is subject to Matter 7 (voluntary transfer) including the initiation and trial period is considered a position temporarily without an incumbent. Notwithstanding the foregoing, when an employee obtains a position in accordance with Matter 7 (voluntary transfer) she remains in her former position until her start date in her new position.

In the event that the Employer decides not to fill or fill a position temporarily without an incumbent partially and/or in an interrupted manner for more than twenty-eight (28) days, the Employer sends the reasons for this decision in writing to the Union, at the Union's written request.

MATTER 5

CONCEPT OF REASSIGNMENT AND CONDITIONS OF APPLICATION, EXCEPT REMUNERATION

L5.01 Reassignment

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

An employee may not be reassigned except:

- a) In a case of unforeseen absence, causing an urgent and imperative need for personnel in a centre of activities when the use of other means proves untimely and/or no one from the replacement team or availability list has the ability to clinically assume the replacement.
- b) In circumstances that are exceptional, fortuitous or of force majeure, depending on the severity or urgency of the situation.
- c) In any other situations agreed between the parties.

This article is not intended to prevent an employee from volunteering for such a reassignment.

L5.02

In the cases stipulated in subparagraphs a) and b) in clause L5.01, the reassignment may not exceed one (1) shift or occur more than once (1) a shift. It cannot be repetitive.

L5.03 Total or partial temporary closure

A total or partial temporary closure may be due to a significant staff shortage such as the annual vacation period, renovations and other exceptional circumstances.

a) Total or partial temporary closure not exceeding four (4) months

- i) Notwithstanding provisions to the contrary, when there is a partial closure, unless the employees volunteer to be reassigned, reassignments are by reverse order of seniority in the following order:
 - float team employees;
 - employees incumbents of a supplemental position;
 - employees incumbents of part-time and full-time positions in every job title in the centre of activities concerned.
- ii) Employees affected by a total or partial closure of a centre of activities are considered to be on the replacement team for the time of the total or partial temporary closure
- iii) Choice of annual vacation is made in the closed or partially closed centre of activities and the quota of annual vacation is increased accordingly in the centre of activities where they are assigned.

b) Total or partial temporary closure exceeding four (4) months

The parties agree to meet in order to establish the conditions for the total or partial temporary closures of more than four (4) months.

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

L6.01 Availability list

The availability list is used to fill positions temporarily without incumbents, fill temporary excessive workloads, perform work of a limited duration, ensure delivery of care and services or any other reason agreed between the parties.

In these cases, the provisions of this article apply based on the expected length of the assignment.

L6.02

The institution availability list includes:

- a) An employee laid off and covered by clause 15.02 of the provincial provisions.
- b) An employee incumbent of a part-time position who has expressed additional availability to her position in writing.
- c) An employee candidate for admission to the practice of the nursing profession (CPNP), specialty nurse practitioner candidate (SNPC), and a candidate for admission to the practice of the licensed practical nurse profession (CPLPNP).
- d) An employee covered by clause 1.02 in Appendix 1 of the provincial provisions.

L6.03 Expressing availability

- a) An employee may be registered on the availability list in one or more job titles, to the extent that she meets the normal requirements of the job.
- b) Subject to clause L6.05, an employee must send her availability in writing by completing the form provided for this purpose specifying:
 - 1. The days.
 - 2. The shifts.
 - 3. The centre or centres of activities.
 - 4. The facility or facilities.
- c) Availability remains in effect as long as a new form has not been submitted to withdraw or change it.
- d) An employee must give the Employer the telephone number she wants used to reach her.
- e) An incomplete or non-compliant form will not be taken into account in granting assignments. In this case, the Employer informs the employee about the situation and the last availability form remains in effect until the employee submits a complete or compliant form.
- f) Notwithstanding a provision to the contrary, an employee who has received an orientation of four (4) weeks or longer, will be considered in granting assignments in the job title, centre of activities and facility concerned, if applicable, for at least twelve (12) months after the end of the orientation.
- g) A part-time employee who leaves her position to take an assignment under this article, returns to her position with all associated rights and benefits at the end of her assignment or if she quits the assignment, as the case may be.

- h) An employee registered on the availability list must express her availability to the Employer, respecting the rules set out in this matter, within thirty (30) days of receiving a written notice to this effect from the Employer.

L6.04 Modification of availability

a) Modification of availability for making the schedules

The availability expressed by the employee registered on the availability list for making the schedules may be changed in the seven (7) days following the posting of a schedule and will be applied to the second (2nd) schedule after the change.

Notwithstanding the foregoing, no change will be applicable during the months of June, July, August, and September and from December 15 to January 15.

b) Modification of availability during a schedule

This availability may be reduced in the seven (7) days following the posting of a schedule and will apply to that schedule, for granting assignments during the schedule covered by the posting. When the employee reduces her availability, the latter may remove one or more days on one or more shifts that remained vacant on the posted schedule. Removal of expressed availability must not result in the expressed availability being less than the minimum availability. This change is made on a separate form.

c) Modification of availability upwards

Notwithstanding the foregoing, the employee may increase her availability at any time, using the availability form. This increase will go into effect seven (7) days after the Employer receives the new form.

- d) The changes in availability do not cancel the shifts already given to the employee who makes a change or to other employees.

L6.05 Minimum availability

- a) An employee incumbent of a part-time position, registered on the availability list, must express a minimum availability of one (1) additional day to her position.
- b) An employee registered on the availability list, identified in clause 1.02 of Appendix 1 of the provincial provisions, must express a minimum availability of one (1) weekend out of two (2) weekends.
- c) A CPNP, SNPC and CPLPNP employee registered on the availability list, must express minimum availability corresponding to the number of days of her reserved position in clause L7.13. She may also express additional availability to her reserved position.
- d) In centres of activities where activities continue on more than one (1) shift, the minimum availability must include a minimum of two (2) shifts per day of availability.
- e) Employees who are not incumbents of positions covered in L6.02 d) must offer three (3) consecutive days of availability for one of the two holidays, either Christmas or New Year's.

L6.06 Provisions for assigning employees

- a) The Employer must consider an employee covered by clause L6.02 as long as the expressed availability corresponds to the assignment at the time the Employer grants the assignment.
- b) It is understood that when a more senior employee becomes available, including between the time the Employer grants an assignment and the beginning of the assignment, this employee may not claim the assignment already granted.

- c) An employee incumbent of a full-time position and an employee incumbent of a part-time position return to their positions when they become available again.
- d) An employee may combine more than one assignment providing the schedules are compatible and the number of hours are less or equal to the number of total hours set out in the job title, regular workday or workweek, so that no overtime results from combining assignments.
- e) An employee must meet the normal requirements of the job and be oriented, if applicable, to be granted an assignment.

f) **Reassignment**

An employee incumbent of a float team, supplemental or compound position in the float team component, may be reassigned in the centres of activities and facilities included in her position.

An employee incumbent of a float team, supplemental or compound position in the float team component may be reassigned on another shift included in her position providing she receives an advance notice of six (6) days, unless the employee concerned agrees otherwise.

g) **Priority for float team positions**

The term priority in this clause means:

- That a float team employee who receives an orientation of four-(4) weeks and longer on a centre of activities or facility, has priority for assignments in this centre of activities and facility, respecting the order set out in L6.06 h) and L6.06 i);

- That the single-facility float team component of compound positions has priority for an assignment in the centre of activities of the permanent component of the position respecting the order set out in L6.06 h) and L6.06 i);

h) Granting of short-term assignments of twenty-eight (28) days or less (divisible)

Subject to the rules applicable to employees registered on the replacement team in accordance with Article 15 of the provincial provisions, when the length of an assignment is twenty-eight (28) days or less, it may be split up and is granted by seniority in the following order:

1. To employees registered on the **replacement team** (in accordance with Article 15 of the provincial provisions).
2. To employees incumbents of a **part-time position on the centre of activities** registered on the availability list.
3. To employees incumbents of a **compound part-time position on the centre of activities** registered on the availability list.
4. To employees incumbents of a **compound position with a single-facility float team component with priority**.
5. To employees incumbents of a **supplemental position**.
6. To employees incumbents of a **single-facility float team position with priority**.
7. To employees incumbents of a **multi-facility float team position with priority**.
8. To employees incumbents of a **part-time position on another centre of activities** registered on the availability list.
9. To employees covered by clause 1.02 of **Appendix 1** of the provincial provisions registered on the availability list.

10. To employees incumbents of a **single-facility float team position**.

11. To employees incumbents of a **multi-facility float team position**.

Notwithstanding the foregoing, when the Employer contacts an employee and there are less than three (3) hours remaining before the assignment begins, the Employer offers her the said assignment giving her ten (10) minutes to accept or refuse the said assignment.

i) **Granting long-term assignments of more than twenty-eight (28) days or undetermined length (indivisible)**

Subject to the rules applicable to employees registered on the replacement team in accordance with Article 15 of the provincial provisions, when the expected length of an assignment is more than twenty-eight (28) days or an undetermined length, the entire assignment is granted by seniority to an employee in the following order:

1. To employees registered on the **replacement team** (in accordance with Article 15 of the provincial provisions).
2. To employees incumbents of a **part-time position on the centre of activities** registered on the availability list.
3. To employees incumbents of a **compound part-time position on the centre of activities** registered on the availability list.
4. To employees incumbents of a **compound position with a single-facility float team component with priority**.
5. To employees incumbents of a **supplemental position**.
6. To employees incumbents of a **single-facility float team position with priority**.

7. To employees incumbents of a **multi-facility float team position with priority**.
8. To employees incumbents of a **part-time position on another centre of activities** registered on the availability list.
9. To employees incumbents of a **single-facility float team position**.
10. To employees incumbents of a **multi-facility float team position**.

If the Employer has not granted the assignment after applying the order set out in clause L6.06 i), it is granted using the procedure for granting short-term assignments, until the next schedule. The remainder of the long-term assignment will be filled when the next schedule is made.

Notwithstanding the foregoing, employees incumbents of part-time positions and employees incumbents of full-time positions may temporarily leave their position to obtain a long-term assignment in their centre of activities as a priority when the number of work hours is equal to or greater, if it is an AIS, AHN or team leader job title position.

Employees, incumbents of a part-time position, may temporarily leave their position to obtain a long-term assignment in their centre of activities or the centre of activities they have been assigned, when the number of work hours is greater than for her position over a two-(2) week period, respecting the order set out in clause L6.06 i).

Long-term assignments are only granted when the schedules stipulated in Matter 9 are made. If long-term assignments become available after the schedules are made, they will be filled according to the procedure for granting short-term assignments until the next schedule. The remainder of the long-term assignment will be filled when the next schedule is made.

An employee may not be refused an assignment of more than twenty-eight (28) days for the sole reason that the minimum interval stipulated in clause 19.02 of the provincial provisions has been applied.

j) Assignment exceeding four (4) months

When an assignment of more than four (4) months begins when an employee on the availability list is already assigned, this employee is considered available for such an assignment as of the next schedule, providing there are less than twenty-eight (28) days remaining in her current assignment.

However, the employee must continue the remainder of the current assignment when the needs of the centre of activities so require because of her expertise.

L6.07 Provisions for registration on the schedule and during the schedule

- a) The Employer includes assignments granted to employees in accordance with this matter on the schedule when the schedule is made, without previously contacting the employees.
- b) After the schedule is posted, assignments are granted in accordance with this matter by contacting the employee to inform her of the assignment granted.

When several assignments are available at the time of contact, the employee must choose at that time. When the Employer must leave a message or send a text, the employee has fifteen (15) minutes to choose, failing which, the Employer grants the assignment of his choosing and informs the employee.

L6.08 Consecutive assignments during the annual vacation period

When several positions with the same job title and on the same centre of activities are temporarily without incumbents because several employees take annual vacation, these employees' consecutive weeks of annual vacation may be considered as one assignment, for applying Matter 6.

L6.09 Respecting availability

An employee must respect the availability expressed in applying this matter.

L6.10 Modification of an assignment

When the Employer modifies an assignment upwards or downwards, the employee may decide to continue or end it, without penalty.

L6.11 Notice of assignment

For assignments of twenty-eight (28) days and more, the Employer informs the employee who has made a written request of the following details in writing:

- a) The identity and number of the position.
- b) The incumbent's name and shift.
- c) The probable length of the assignment.
- d) The date the assignment begins.

Assignment notices are sent to 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

L7.01 Posting of a position

- a) When a position becomes vacant, the Employer decides to maintain or abolish the position in the forty-five (45) days after the position becomes vacant and the Employer must post it in accordance with this matter. July and August are excluded from this timeframe. If the Employer decides to abolish a vacant position, the Union is informed in writing.
- b) A position is considered vacant when it no longer has a permanent incumbent.
- c) A newly created position covered by the certification is posted in accordance with this matter.
- d) The Employer holds a minimum of six (6) staffing processes every year and makes the list of scheduled dates for the staffing processes available to the employees.
- e) A staffing process may not begin during July and August.
- f) Subject to clause L7.06-3. g), during the staffing process following the decision to maintain a position in accordance with L7.01 a) or create a position, the Employer posts the vacant or newly created positions electronically for fifteen (15) days.
- g) The Employer sends the Union a copy of the posting electronically at the beginning of the staffing process.

- h) However, in the event the vacant position is covered by one of the reorganizations set out in clauses 14.01 to 14.07 of the provincial provisions, the position must be posted no later than twelve (12) months after the date the Employer informed the Union in accordance with clause 14.10 of the provincial provisions.
- i) The Employer informs the Union of the vacant or newly created or abolished positions in writing at the end of each accounting period, in accordance with clause 3.14 of the provincial provisions, except for July and August.

L7.02 Component parts of the position and other information on the posting for information purposes

A) The only details to appear on a posting are:

- 1) The job title and definition appearing in the list of job titles except for a merged position which includes a maximum of two (2) job titles.
- 2) The weekly hours according to the list of job titles.
- 3) The centre of activities except:
 - a) Two (2) centres of activities for a compound position including the centre of activities assigned to the employee.
 - b) A maximum of three (3) centres of activities for a supplemental position.
 - c) Several centres of activities for float team positions and the single-facility float team component of a compound position.
- 4) The shift (D or E or N); the rotation shifts (D/E or D/N).

- 5) The status of the position (full time, part time), according to the provincial provisions.
- 6) The number of workdays per two (2) weeks for a part-time position.
- 7) a) The average distribution of workdays per schedule between the centres of activities mentioned in L7.02 A) 3) a) for a compound position.

b) The average distribution of workdays per schedule between the centre of activities and single-facility float team component mentioned in L7.02 A) 3) a) and c) for a compound position with a single-facility float team component.
- 8) The average distribution of workdays per schedule between the job titles mentioned in L7.02 A) 1 for a merged position.
- 9) The territory or territories under clause L2.02.
- 10) The home base except for incumbents of a multi-facility float team position and incumbents of a supplemental position.
- 11) The posting period.
- 12) The salary scale.

B) The posting may also contain, for information purposes:

- the centre of activities assigned to the employee, if applicable, other than for a compound position;
- the normal requirements of the job;
- the requirement to have an automobile;
- the weekend of work;
- if there is an interview or exam to take to obtain the position;
- if there are documents to provide to obtain the position (certificate, diploma, etc.);
- any information likely to inform the employee about the posted position.

C) Only the details in paragraph A) 1-2-3-4-5-6-7-8-9 and 10 are components of the position.

Notwithstanding the foregoing, the home base for incumbents of multi-facility float team positions, incumbents of supplemental positions and incumbents of part-time positions who have expressed additional availability is not a component of the position.

L7.03 Modification of the home base

Notwithstanding clause L7.02 A) 10, the Employer may change an employee's home base when there is a partial or total move, up to a maximum of twenty-five (25) km, after sending the Union and employee a thirty- (30) day advance written notice.

L7.04 Absent employee

An employee absent for an expected period of more than fourteen (14) days or undetermined time may make a written request to receive a copy of the posted positions from the Employer during her absence. The employee then sends her choices of positions by priority, by the means determined by the Employer, during each staffing process and timeframe listed on the postings.

L7.05 Candidates for posted positions

- a) In order for the Employer to consider a candidate, the employee must apply before the end of the posting period through the institution's electronic system or by the means determined by the Employer, indicating the positions that interest her by order of priority.

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

Notwithstanding the foregoing, the employee does not have to provide the relevant diplomas already in her file linked to the position for which she has applied.

For the Employer to consider her application, the absent employee must demonstrate that she can start in the position in the timeframe stipulated in clause L7.08.

Computer workstations are available to employees to apply for positions.

The Employer draws up the list of candidates by order of seniority and priority.

The Employer sends the Union the list of candidates stipulated in the preceding paragraph electronically or makes it available after the posting period.

- b) When a candidate resigns from a position after positions are granted, a drop-down list will not be used and the position will then be considered vacant.

L7.06 Criteria for granting positions

1. Position by seniority

- a) For the job titles of nurse, nurse team leader, nurse clinician, nurse first surgical assistant, licensed practical nurse, licensed practical nurse team leader, respiratory therapist and clinical perfusionist, the position is granted to the most senior employee among those who applied, based on the priority expressed, providing she meets the normal requirements of the job.
- b) To verify if the employee meets the normal requirements of the job, the Employer may ask the employee to submit to a selection process such as exams, tests or interviews.

The employee must first pass the exams, tests and interviews, if applicable, to be granted the position.

2. Position not covered by clause L7.06 1. a)

- a) For positions not covered by clause L7.06 1. a), the position is granted to the most senior employee, based on the priority expressed, among those who applied, based on the priority expressed, providing she meets the normal requirements of the job.
- b) To verify if the employee meets the normal requirements of the job, the Employer may ask the five (5) most senior employees who applied, based on the priority expressed, to submit to the selection process such as pass exams, tests or interviews.

An employee must have first passed the exams, tests and interviews, if applicable, to be granted the position.

c) To pass the selection process, the employee must obtain an overall score of seventy-five (75)% or higher. If no employee obtains seventy-five (75)% or higher, the Employer will call the next five most senior employees who applied, based on the priority expressed and so on until an employee passes the selection process.

3.

a) When a position has a language requirement, the candidate must pass the exams, tests or interviews for this requirement before continuing the selection process.

b) An employee called to an exam, test or interview who does not appear is considered to have withdrawn her application for the position unless she demonstrates, within twenty-four (24) hours, that her absence was caused by a force majeure situation.

c) The Employer holds the selection processes in the different territories, if possible.

d) An employee who does not pass an exam, test or interview cannot retake the exam, test or interview before six (6) months have elapsed since the notice of failure. If the employee fails her second (2nd) attempt, she cannot retake the exam, test or interview until a new period of nine (9) months has elapsed since the notice of failure. If the employee fails her third (3rd) attempt, she cannot retake the exam, test or interview until after twelve (12) months have elapsed since the notice of failure.

e) The employee who passes an exam, test or interview is assumed to have passed for the staffing of all positions that the Employer requires an employee to take the same exam, test or interview for twenty-four (24) months, if the normal requirements of the job are the same.

f) When an employee resigns from the position after being granted the position, this position will be considered vacant and posted during the next staffing process after the resignation, if it is not abolished.

- g) If a position remains vacant after the staffing process, it is put on a list of vacant positions posted outside the institution. All employees in the certification unit or people from outside the institution can apply for such a position. In this case, the Employer grants the position to the person he chooses who meets the normal requirements of the job.
- h) Notwithstanding a provision to the contrary, in the event a vacant position is modified, it is posted internally before being offered outside the institution, if it is not abolished.

4. Maximum transfers or withdrawals

As of January 1st after the local provisions go into effect, an employee may only obtain a maximum of four (4) transfers or withdrawals per year, from January 1 to December 31 each year. The situations listed below are considered withdrawals for the purpose of this article:

- when an employee withdraws from her position;
- when an employee abandons an orientation period in her new position;
- when an employee withdraws from her new position during the initiation and trail period and returns to her former position, if it still exists.

Moreover, after a withdrawal from a position, the employee may not be granted the same position twice during a twelve- (12) month period.

An employee's transfer to a position following the application of Matter 8 is excluded from the application of this article.

L7.07 Appointment

The Employer makes the appointments no later than thirty (30) days after the end of the posting period.

The Employer sends the notice of appointment to the employee by the means determined by the Employer and sends it to the Union electronically or makes it available to the Union.

L7.08 Starting in a new position

The employee starts in her new position no later than the beginning of the schedule following her appointment if this is at least fourteen (14) days before the beginning of that schedule.

Subject to a specific provision to the contrary in the provincial provisions or a law, an absent employee may be granted a position providing she can occupy the position in the forty-five (45) days after the appointment notice except for employees on disability who must demonstrate that they are able to occupy it within ninety (90) days.

L7.09 Orientation period

The Employer may end the orientation period. In this case, the employee returns to her former position if it still exists no later than the beginning of the next schedule, or at any other time determined by the Employer.

L7.10 Initiation and trial period

The employee, who is granted a position, is entitled to an initiation and trial period of a maximum of twenty-five (25) workdays. This initiation and trial period may only begin if the employee has successfully completed her orientation period, if applicable.

When the employee or Employer ends the initiation and trial period, the employee returns to her former position if it still exists, no later than the beginning of the next schedule or at any other time determined by the Employer.

The employee, granted a position on the same shift, centre of activities and job title is not entitled to an initiation and trial period.

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

For incumbents of part-time positions, only the workdays worked in the job title, shift and centre of activities where the employee obtained her new position are counted in the initiation and trial period.

The orientation period is excluded from the initiation and trial period.

An employee may not be granted another position if she has not completed her initiation and trial period unless she withdraws from the position.

After agreement with the Employer, the employee may abandon her initiation and trial period or reduce its length.

L7.11 Number of positions allowed

An employee may not hold more than one (1) position.

L7.12 Employee who temporarily occupies a position outside the bargaining unit

An employee who temporarily occupies a position outside the bargaining unit does so for a maximum of twelve (12) months.

If, at the end of this twelve-(12) month period, the employee does not return to her position, it is then considered vacant.

It is understood that an employee may not perform management duties and those of an employee in the same week.

L7.13 Positions for candidates to the practice of the nursing profession (CPNP) or candidates to the practice of the licensed practical nurse profession (CPLPNP) or specialty nurse practitioner candidates (SNPC)

The Employer reserves a position among the vacant positions posted outside the institution after a staffing process for the employees who meet the eligibility conditions set out in the list of CPNP, CPLPNP or SNPC job titles in the provincial provisions. This reserved position is valid until she obtains a permit to practice issued by the OIIQ or OIIAQ, after passing the OIIQ or OIIAQ exams, depending on the case, for a maximum of twelve (12) months. This period may be extended after agreement with the Employer. At the end of this time, if the candidate to the practice of the CPNP, CPLPNP or SNPC profession has not obtained her permit to practice issued by the OIIQ or OIIAQ, after the OIIQ or OIIAQ exams, the reserved position is cancelled and the position becomes vacant.

MATTER 8

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

L8.01 Abolition of a position

When it is necessary to abolish a position in a job title, status, shift, centre of activities and facility, the Employer determines the position or positions to abolish by identifying the employee of this job title, status, shift, centre of activities and facility with the least seniority.

L8.02 Alternative to bumping

- a) Before using the bumping procedure, the parties may meet to evaluate the alternatives likely to reduce the impacts of bumping.
- b) **Offer of a vacant position**
An employee, whose position is abolished or covered by the bumping procedure, is offered a position or positions left vacant after the application of Matter 7, providing she meets the normal requirements of the job. The employee may choose a vacant position among the list of positions offered, if she so wants. The employee has three (3) days as of receiving the list of vacant positions, excluding weekends and statutory holidays, to make her choice.
- c) An employee not relocated in a position following the application of paragraph a) or the one who did not choose a position in accordance with paragraph b), continues with the bumping procedure.

L8.03 Bumping procedure

1st step

When the employee could not be relocated in accordance with clause L8.02, the employee bumps the least senior employee incumbent of a position providing she meets the normal requirements of the job:

a) With the same status, on the same centre of activities, on another shift, with the same job title and home base.

or

b) With the same status, on another centre of activities, on the same shift, with the same job title and home base.

or

c) With the same status, on another centre of activities, on another shift, with the same job title and home base.

2nd step

When the previous step could not be carried out, the employee bumps the least senior employee incumbent of a position providing she meets the normal requirements of the job:

a) With the same status, on the same centre of activities, shift or another shift, with another job title in the same job-titles group and same home base.

or

b) With the same status, on another centre of activities, on the same shift, with another job title in the same job-titles group and same home base.

or

c) With the same status, on another centre of activities, on another shift, with another job title in the same job-titles group and same home base.

3rd step

When the previous step could not be carried out, the employee bumps the least senior employee incumbent of a position providing she meets the normal requirements of the job:

a) With the same status, on another centre of activities, on the same shift, with the same job title and another home base.

or

b) With the same status, on the same centre of activities, on the same shift, with the same job title and another home base.

or

c) With the same status, on the same centre of activities, on another shift, with the same same job title and another home base.

4th step

When the previous step could not be carried out, the Employer relocates the employee whose position is abolished or covered by the bumping procedure as a priority in a position with the same job title, on the same centre of activities, shift and same status that remained vacant after the application of Matter 7. The number of hours is equal to or greater than the position she held. The employee must meet the normal requirements of the job.

In the event there are several vacant positions, the employee must choose a position from the list of positions identified by the Employer. The employee has three (3) days, excluding weekends and statutory holidays, to choose once she receives the list of vacant positions.

L8.04 Bumping in line with the status

When a part-time employee bumps another part-time employee, in addition to the rules stipulated for each step, she bumps an incumbent of

a position with a number of work hours equal to or greater than the position she held.

L8.05

- a) An employee, incumbent of a part-time position, who could not be relocated after the 4th step, may voluntarily choose to bump a full-time employee, by starting the procedure at the 1st step. In this case, the employee must accept to become a full-time employee.

An employee, incumbent of a part-time position, may also voluntarily choose a position with a fewer number of hours than the position she held.

In this case, the employee must inform the Employer as soon as possible after the 4th step of clause L8.03.

- b) An employee incumbent of a full-time position may voluntarily choose to bump a part-time employee by starting the procedure at the 1st step. In this case, the employee must accept to become a part-time employee.

In this case, the employee must inform the Employer, at each step of the bumping procedure.

L8.06

An employee covered by this matter is entitled to an orientation period, if need be.

L8.07 Absence

An employee absent for a reason stipulated in the local or provincial provisions is covered by the bumping procedure during this absence and must make her choice, when necessary, without waiting to return to work, unless it is impossible to do so because of her disability.

L8.08 Bumping notice

An employee covered by the different steps in the bumping procedure receives a written notice. The employee has three (3) days, excluding weekends and statutory holidays, to make her choice.

A copy of the notice is sent to the Union.

L8.09 Refusing or omitting to choose

An employee who refuses or omits to make her bumping choice at the time stipulated in this matter when it is possible for her to do so, loses her right to bump and is deemed to have obtained a position with a number of hours equal to the position she held if such a position is vacant. She may also choose a position with four (4) days per fourteen (14) days if such a position is vacant.

The Employer sends her a written notice to this effect.

Failing to accept such a position, the employee is considered to have resigned.

L8.10 Initiation and trial period

The employee who obtains a position after the application of Matter 8 is not entitled to the initiation and trial period set out in Matter 7.

L8.11 Simultaneous or successive bumping

Bumping under the preceding clauses may be simultaneous or successive.

L8.12 Reserved position

Reserved positions confirmed in writing by the Employer and Union are not subject to the bumping procedure.

L8.13 Appointment

- a) When an employee covered by the bumping procedure obtains a new position using the voluntary transfers procedure set out in Matter 7, the bumping procedure ends after the initiation and trial period.

- b) An employee appointed to a position may bump and be bumped even if she has not started in the position.

L8.14 Annual vacation

In the case of bumping, the employee who is bumped takes her annual vacation in accordance with the annual vacation schedule for her original centre of activities.

MATTER 9

WORKING HOURS AND WEEKLY SCHEDULE, EXCEPT REMUNERATION

L9.01 Regular week

The employee's regular week is based on the number of weekly hours set out for her job title, divided into five (5) days.

Subject to a modification of the number of hours stipulated in the list of job titles, a workday is equal to seven (7) hours, seven and one-quarter (7.25) hours or seven and one-half (7.5) hours based on the regular week indicated on the posting of the position.

L9.02 Division of the week

For calculation purposes, the workweek is based on the calendar week, starting with the beginning of the night shift on Sunday and ending with the end of the evening shift on Saturday.

L9.03 Meal period

The Employer determines if the employee has three-quarters (3/4) of an hour or one (1) hour for her daily meal, based on the number of weekly hours stipulated for her job title.

The time the meal period is taken is determined by the Employer based on the needs of the centre of activities.

Unless otherwise indicated by the Employer, the employee is not obliged to take her meal in the institution.

L9.04 Rest period

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

However, after agreement with the Employer, based on the need of each shift and centre of activities, the employee may add her rest periods to her meal period.

Moreover, after agreement with the Employer, the two (2) fifteen- (15) minute periods can be taken together as thirty (30) minutes.

L9.05 Weekly days off

Every employee is given two (2) complete days off a week, consecutive, if possible.

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

The Employer may grant four (4) consecutive days off per two (2) weeks of work at the employee’s request. An incumbent of a full-time night position has priority for these days off.

L9.06 Number and distribution of weekends

The Employer ensures every employee a minimum of (1) weekend off per two (2) calendar weeks, so that the employee never works two (2) consecutive weekends or part of a second (2nd) consecutive weekend except in the case of a voluntary transfer or bumping.

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

These weekends are distributed alternately and equitably among the employees of the same job-titles group and centre of activities or centre of activities she was assigned.

The alternative and equitable distribution of weekends for an employee with a long-term assignment is in the centre of activities of her assignment.

However, based on the organization of work, employees with certain job titles may be excluded from the distribution.

L9.07 Schedule

Schedules are made by the Employer and include the names of all employees working in the centres of activities, days off, workdays, shifts, the time the shift begins and ends, based on the needs of the centre of activities and taking into account, if possible, the preferences expressed by the employees.

L9.08 Posting of the schedules

The schedules are posted in the centre of activities at least seven (7) days in advance and cover at least four (4) weeks.

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

L9.09 Exchange of schedule

Two (2) employees with the same job title and on the same centre of activities or centres of activities in the components of the position, may exchange their days off and/or shifts as established, after agreement with the Employer, who cannot refuse without valid reason.

Before carrying out the exchange, the employees must have completed the form for this purpose and obtained the Employer's written consent.

It is understood that an exchange of days off or shift may not, at any time, cause the payment of overtime.

The exchange of days off or shift must be completed during the same schedule, unless otherwise agreed with the Employer.

L9.10 Modification of the schedule

The Employer may not modify the workdays of employees who are incumbents of positions without a seven- (7) day prior notice and a six- (6) day prior notice to modify a shift, unless the employee or employees concerned agree except in cases of an employee on disability or following an employment injury returning to work.

L9.11 Reorganization of the schedule

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

L9.12 Organization of work time

The parties may agree at any time on any other form of organization of work time including a compressed work schedule model stipulated in Appendix 6 of the provincial provisions.

Refer to Appendix 8 of the provincial provisions for the four-(4) day schedule.

L9.13 Shift rotation

If there is a shortage of personnel on the evening or night shift, there is shift rotation on the centre of activities (on the centre of activities where she is assigned for employees incumbents of a position for which a centre of activities where she is assigned has been given) in turn among the employees with the same job title.

In centres of activities where there is shift rotation among employees, the Employer may grant a permanent shift on the evening or night shift to the employee who so requests, based on the needs of the centre of activities. In this case, the employee is not subject to the system of rotation, unless it is necessary. After agreement with the Employer, the employee may return to the rotation system.

In the case stipulated in the preceding paragraph, the employee must make a written request to the Employer and the permanent shift is granted by seniority.

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

L9.14 Percentage of shift rotation

If the employee has not requested a permanent evening or night shift, the Employer takes all appropriate measures to allow an employee to work at least fifty percent (50%) of her time on the day shift within each four-(4) month period, unless there is a different agreement between the Employer and employees on the centre of activities concerned.

The Employer sets the starting point for the period.

L9.15 Refreshing techniques

To provide employees with the opportunity to refresh their techniques, knowledge and acquire practical experience, employees on a permanent evening or night shift for one (1) year are assigned, at their request, or at the Employer's request, to the day shift, after agreement with the Employer, in the same centre of activities or component centres of activities of the position, for a period not exceeding fifteen (15) continuous workdays.

L9.16 Split shifts

An employee is not subject to split shifts.

MATTER 10

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

L10.01 Overtime

If the Employer decides that work must be done as overtime, the Employer must offer it completely or partially on a voluntary basis in the following manner:

- to available employees who have completed the form stipulated in clause L10.02, in turn, in such a way as to distribute it equitably, among the employees who normally do this work.

However, it is agreed that, when making the schedule and during the schedule, the Employer must offer the overtime as a priority to employees incumbents of positions and employees on assignments of more than twenty-eight (28) days in the centre of activities concerned, in turn, in such a way as to distribute it equitably among the employees who normally do this work in the centre of activities. These employees must have completed the form stipulated in clause L10.02.

Notwithstanding the foregoing, the parties agree that there is only one rotation in granting overtime.

For the purpose of distributing overtime, every time an employee refuses overtime based on her availability, cancels or does not reply to the request within ten (10) minutes, she is considered to have worked the overtime for the purpose of the rotation.

However, three (3) hours before the beginning of a shift in unforeseen or urgent cases, the Employer offers it to employees on site, as long as they meet the requirements of the job and have received orientation. If no employee on site is available, the Employer may offer the overtime shift

to employees not on site, registered or not on the overtime list without taking into account the rotation.

An employee is considered available if she can start work at the time required by the Employer. In the event no employee accepts the overtime, the Employer may return to the rotation by splitting up the overtime. In this case, the employee considered unavailable because she could not start the overtime at the required time during the first round will then be considered available.

In all cases, the Employer may cancel all or part of an overtime granted when there is a fluctuation of activities or an employee at straight time becomes available before the overtime work has begun.

L10.02 Registration of availability for overtime

To be registered on the overtime list, the employee must express her availability to the Employer in writing by completing the form for this purpose, specifying the job title, shift or shifts, centre or centres of activities and facility or facilities.

The availability written on the form goes into effect seven (7) days after the Employer receives it and remains in effect as long as it is not withdrawn or modified, by completing and submitting a new form.

A modification of availability goes into effect seven (7) days after the Employer receives the form.

An incomplete form will not be considered for overtime. In this case, the Employer informs the employee of the situation and the last form remains in effect until the employee provides a completed form.

L10.03 Distribution of overtime

The Employer contacts the employee using the telephone number or other technological means written on the availability form to inform her of the available overtime.

When several overtime assignments are available at the time of contact, the employee must choose on the spot. In the case when the Employer has to leave a message, the employee has ten (10) minutes to choose, failing which, she is considered not to have been reached and the Employer is deemed to have respected the rotation and contacts the next employee.

It is the same for the employee who refuses or cancels an overtime based on her availability.

L10.04 Respecting availability

The employee must respect the overtime offered to her and that she accepted.

L10.05 Availability for on-call service

When the needs of a centre of activities require on-call personnel, the employees must be on call in turn, unless:

- a) A sufficient number of employees volunteer. For applying this clause, employees incumbents of float team positions and employees incumbents of supplemental positions who have frequently worked in the centre of activities may volunteer.

- b) An insufficient number of employees volunteer to cover all the needs, in which case the other employees are only asked to fill the remaining needs.
- c) The employee must meet the normal requirements of the job and have received orientation, if applicable, to be able to cover the on-call.

L10.06 On-call at her residence or in the institution

The Employer determines if the on-call employee must remain in the institution or at her residence to ensure the on-call service. However, the on-call employee may remain at her home if it is possible for her to reach the institution in thirty (30) minutes.

When the Employer decides that the on call is in the institution, the Employer provides a suitably furnished room for the employee.

L10.07 Means of communication

The Employer agrees to give a cellular telephone or some other means of communication free-of-charge to the on-call employee, which must function in the territory or territories where she is on call. The employee personally ensures the proper functioning of the device at all times, wherever she is.

L10.08 Recall during a meal

If an employee is urgently recalled to work when she is taking her meal, she is exempt from paying again after responding to this emergency.

Moreover, her meal period is extended accordingly or she is paid at the overtime rate pro rated to the time worked.

L10.09 End of the recall

The recall is considered over when the employee obtains the Employer's authorization, or that of any other person designated by the Employer, to leave her workplace.

This authorization cannot be refused unless the needs of the centre of activities still require the employee on site.

L10.10 Authorized leave without pay after an on-call

An on-call employee working in centres of activities with only Monday to Friday services and is recalled to work and cannot have a rest period equal to one (1) shift between the last recall and beginning of her regular shift may, with the Employer's agreement, have an authorized leave without pay or any other leave stipulated in the local or provincial provisions, except on weekends.

L10.11 Overtime planned on the schedule

When the schedule is made, and after having applied the provisions set out in Matter 6, the Employer may, at the Employer's discretion, plan overtime according to the following conditions:

1. The Employer identifies the number of shifts not filled at straight time by job title in every centre of activities and distributes them in equal numbers, if possible, among the employees on the centre of activities who have expressed availability for overtime in accordance with Matter 10, in this centre of activities.
2. If, despite the application of paragraph 1, some shifts remain unfilled, the Employer may distribute the said shifts in accordance with Matter 10.

3. Notwithstanding the last paragraph of clause L10.01, the Employer may cancel the overtime planned in advance, except if only two (2) hours remain before the beginning of the overtime shift.
4. In all cases, the employees must meet the normal requirements of the job.

MATTER 11

PAID HOLIDAYS, ANNUAL VACATION AND FLOATING HOLIDAYS

STATUTORY HOLIDAY

L11.01 List of statutory holidays

a) The thirteen (13) statutory holidays recognized in the institution are:

- | | |
|-------------------------------------|---------------------------------------|
| 1. Canada Day | 8. New Year's Day |
| 2. 1 st Monday of August | 9. New Year's Eve or day after N.Y's. |
| 3. Labour Day | 10. Good Friday |
| 4. Thanksgiving | 11. Easter Monday |
| 5. Christmas Eve | 12. Patriots Day |
| 6. Christmas Day | 13. Québec National Holiday |
| 7. Boxing Day | |

b) The Employer determines the official dates at the beginning of every year after consulting the union party.

c) The rule in clause 19.03-2 of the provincial provisions always applies on the official date of the statutory holiday.

L11.02 Equitable distribution

a) **Statutory holiday**

The Employer must equitably distribute the rotation of statutory holidays among the employees in the same job title or group on the same centre of activities and by facility.

The Employer makes every effort to attach the statutory holidays to weekends.

The equitable distribution for the employee incumbent of a position covered in clauses L1.05, L1.07, L1.08 a) and b) is in the centre of activities that she was assigned.

b) Christmas and New Year's Day statutory holidays

At the Employer's request, the employee must work Christmas Eve, Christmas Day and Boxing Day or New Year's Eve, New Year's Day and the day after New Year's in compliance with her position and availability. In this case, the Employer ensures that every employee has three (3) complete and consecutive days off at Christmas or New Year's (stat holidays, compensatory holidays and/or weekly days off).

However, except for employees with a 12-hour schedule, an employee may request in writing to have seven (7) complete and consecutive days off at Christmas or New Year's (stat holidays, compensatory holidays and/or weekly days off), after agreement with the Employer, who cannot refuse without valid reason. If the Employer accepts the request, the employee must work seven (7) consecutive days including Christmas Eve, Christmas Day and Boxing Day or New Year's Eve, New Year's Day and the day after New Year's. It is understood that, at no time may this schedule cause overtime.

To grant these holidays, the distribution is on a voluntary basis, at the employees' option. However, if this is not possible on a voluntary basis, the Employer grants these holidays alternately from year to year among the employees in the same job title or group and on the same centre of activities, or centre of activities that the employee was assigned, in the facility concerned.

Moreover, the Employer makes every effort to attach compensatory holidays, weekly days off or any other paid days off together as long as the needs of the centre of activities so allow, following the employee's written request to the Employer at least forty-five (45) days in advance.

L11.03 Accumulation of a compensatory holiday

When an employee must work a statutory holiday, she is entitled to accumulate a maximum of five (5) compensatory holidays.

L11.04 Postponement of a compensatory holiday

The date for taking a compensatory holiday is set after agreement with the Employer.

The Employer makes every effort to attach the compensatory holiday to a weekend off.

ANNUAL VACATION

L11.05 Week of annual vacation

The calendar week begins at the beginning of the night shift on Monday and ends with the end of the evening shift on Sunday for granting annual vacation.

L11.06 Annual vacation period

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

a) Extended annual summer vacation period:

The extended annual summer vacation period begins on May 1 and ends the 1st Sunday of November.

b) Normal annual summer vacation period:

The normal annual summer vacation period begins the last Monday of May and ends eighteen (18) weeks later. The Employer cannot

force an employee to take her annual vacation outside the normal annual summer vacation period.

c) Annual winter vacation period:

The annual winter vacation period begins on the first Monday following the end of the extended annual summer vacation period and ends on April 30 of the following year.

L11.07 Employees working in schools

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

L11.08 Posting of the annual vacation program

The Employer posts the following details by centre of activities, job title or group and facility, in a document or by electronic means for the extended annual summer vacation period including the normal annual summer vacation period by March 1 and by September 1 for the annual winter vacation period:

- the job title or group of every employee;
- the seniority of every employee;
- the number of workdays of annual vacation to which every employee is entitled;
- the calendar of annual vacation weeks for the period concerned;
- the day and time window when the employee must express her annual vacation preference or the fact she does not want to express an annual vacation preference for this period;
- the Employer writes the number of employees for every job title or group, if applicable, centre of activities and facility authorized to take their annual vacation at the same time (quotas) for information purposes.

L11.09 Provisions for expressing annual vacation preference

- a) An employee incumbent of a single position indicates her annual vacation preference in her job title or group, centre of activities and facility.
- b) An employee incumbent of a compound position, with or without a single-facility float team component indicates her annual vacation preference in her job-title or group, in the centre of activities assigned by the Employer in accordance with clause L1.05 and in her facility.

Notwithstanding the foregoing, the employee incumbent of a compound position with a single-facility float team component indicates her preference in the centre of activities and facility corresponding to the fixed portion of her position.

- c) An employee incumbent of a regional position (CISSSO) and employee incumbent of an outpatient and follow-up of outpatient client services position indicates her annual vacation preference in her job title or group, and her centre of activities.
- d) An employee incumbent of a single-facility float team position indicates her annual vacation preference in her job title or group, in her centre of activities that she was assigned and in the facility covered by her position.
- e) An employee incumbent of a multi-facility float team position and incumbent of a supplemental position indicates her annual vacation preference in her job title or group, in the facility where she has worked the greatest number of hours, for the six- (6) month period preceding March 1 of a given year and for the six- (6) month period preceding September 1 of a given year, in her centre of activities that she was assigned.

- f) An employee incumbent of a merged position indicates her annual vacation preference in the facility, job title or group, where she worked the greatest number of hours, for the six- (6) month period preceding March 1 of a given year and for the six- (6) month period preceding September 1 of a given year, in her centre of activities.
- g) An employee not covered by the incumbency process (Appendix 1 of the provincial provisions) indicates her annual vacation preference in her job title or group, in the centre of activities and facility where she worked the greatest number of hours, for the six- (6) month period preceding March 1 of a given year and for the six- (6) month period preceding September 1 of a given year.
- h) Notwithstanding any provision to the contrary, the employee who, on March 1st or September 1st is granted a long-term assignment that is ongoing during the annual vacation periods, indicates her annual vacation preference in her job title or group, facility, centre of activities or centre of activities that she was assigned, of her long-term assignment.

L11.10 Holiday period

To maximize the taking of statutory holidays during the holiday period, the Employer reserves the right, based on the needs of the centre of activities, to refuse annual vacation during the two (2) weeks of Christmas and New Year's, except for employees incumbents of positions assigned exclusively to schools, who must take their annual vacation during the school holidays.

L11.11 Expressing annual vacation preference

- a) The Employer determines the day and time slot for each annual vacation period when the employee must indicate her annual vacation preference including the fact that she does not want to choose annual vacation for the annual summer vacation period.

In the event the employee does not indicate her annual summer vacation preference on the posted document or by electronic means at the time stipulated, the employee can indicate her preference where the annual vacation choices have reached, even if the order of seniority is not respected.

- b) In the event the employee does not indicate her preference for the annual winter vacation period, the Employer will determine the employee's weeks of annual vacation for the period concerned, if, after a ten- (10) day written notice to the employee, she does not indicate her annual winter vacation preference.

L11.12 Absent employee

Employees who are absent during the posting periods must communicate their preference in writing to the Employer during these periods. This employee must be informed no later than March 1st or September 1st, as the case may be, of the day and time slot when she must communicate her annual vacation choice.

L11.13 Granting of annual vacation

The Employer determines annual vacation dates by seniority, in accordance with clause L11.09.

L11.14 Taking annual vacation

- a) An employee may take her annual vacation in a continuous manner or if she so wishes divide it into periods of at least one (1) week each.

However, seniority only prevails for one (1) choice of annual vacation within each of the three (3) following periods:

- the extended period of annual summer vacation, excluding the normal annual summer vacation period;
- the normal annual summer vacation period;
- the annual winter vacation period.

- b) An employee may take a maximum of five (5) days of annual vacation split up, in which case, these days do not appear on the annual vacation schedule and are taken after agreement with the Employer as to the dates.

An employee entitled to twenty-one (21) to twenty-four (24) workdays of annual vacation may take these additional days split up, in addition to the days already stipulated in the preceding paragraph.

Moreover, priority is given to the choices of continuous annual vacation over requests for split-up annual vacation.

- c) The Employer makes every effort to respect the annual vacation preference when the employee starts in a new position after having chosen her annual vacation or was granted her annual vacation in accordance with clause L11.11 b). If it is not possible to respect the dates, there must be an agreement with the Employer for the choice of new annual vacation dates.
- d) In all cases, annual vacation must be taken no later than April 30 each year, unless there is an agreement with the Employer.

L11.15 Posting of the annual vacation schedule

The Employer posts or makes the employees' annual summer vacation schedule available electronically in each centre of activities no later than April 15 each year.

The Employer posts or makes the employees' annual winter vacation schedule available electronically in each centre of activities no later than October 15 each year.

This schedule remains posted during the entire annual vacation period.

L11.16 Postponement of annual vacation

An employee incapable of taking her annual vacation at the time established because of illness, accident, employment injury, protective reassignment of the pregnant or breast-feeding worker, maternity, paternity leave or leave for adoption that occurs before her annual vacation period, may postpone her annual vacation period to a later date. However, the employee must inform the Employer in writing unless this is impossible because of her physical incapacity, in which case her annual vacation is postponed to a later date. In this latter case, the employee must prove it is impossible because of her incapacity, as soon as possible.

In all cases of postponement of annual vacation, the Employer determines the new annual vacation date when the employee returns, but taking into account her expressed preference.

However, the postponement must be during the ongoing annual vacation period and if that is impossible, the employee may request a postponement to the following year.

L11.17 Exchange of annual vacation

Two (2) employees in the same job title or group, in the same centre of activities or centre of activities assigned by the Employer, in the same facility, may exchange their annual vacation after agreement with the Employer

L11.18 Annual vacation for spouses

When spouses both work in the institution, they may take their annual vacation at the same time.

However, their annual vacation period is that of the spouse with the least seniority.

The spouse with less seniority makes her annual vacation choice in her centre of activities according to her seniority rank.

If only one spouse makes the request, he is entitled to the same annual vacation period in his centre of activities. If several spouses make the request, the Employer raises the annual vacation quota by a maximum of one (1) in the centre of activities of the spouse with the most seniority.

L11.19 Floating holiday and paid time off

This article applies to employees who are entitled to floating holidays or paid time off under the provincial provisions.

Subject to the provincial provisions, a floating holiday or paid time off is taken on the date agreed between the employee and Employer.

A floating holiday or paid time off must be taken outside the normal annual summer vacation period and outside the period of December 15 to January 15 inclusively, unless otherwise agreed with the Employer.

L11.20 Employee on union leave

An employee on full-time union leave during the entire reference year is excluded from the annual vacation quotas.

L11.21 Job-titles groups for annual vacation

Notwithstanding clause L1.01, for the application of Matter 11, the term group covers:

Group 1:

- Nurse (2471)
- Nurse clinician (1911)
- Nurse team leader (2459)
- Candidate for admission to the practice of the nursing profession (2490)

Group 2:

- Nurse clinician assistant-head-nurse (1912)
- Nurse clinician assistant to the immediate superior (1912)
- Assistant-head-nurse (2489)
- Assistant to the immediate superior (2489)

Group 3:

- Licensed practical nurse (3455)
- Licensed practical nurse team leader (3445)
- Candidate for admission to the practice of the licensed practical nurse profession (3456)

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

L12.01 Leave without pay or part-time leave without pay to teach

To enable secondary schools, colleges and universities to benefit from the contribution and experience of employees from the health and social services sector, an employee with one (1) year of service in the institution may obtain a leave without pay or part-time leave without pay of a maximum of fifty-two (52) weeks to teach, after agreement with the Employer, providing the nature of the teaching is specifically related to the nursing and cardio-respiratory sector. She must request the leave in writing from the Employer at least forty-five (45) days in advance specifying the date the leave begins and ends.

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

The employee must send proof of her teaching contract to the Employer.

The employee returns to her position temporarily during school vacations at her request or at the Employer's request.

However, the Employer must allow the employee to take her annual vacation in accordance with the provisions of Matter 11.

L12.02 Leave without pay and part-time leave without pay to study

After agreement with the Employer, an employee, incumbent of a position, who has completed her probation period, may obtain a leave without pay or part-time leave without pay of a maximum of twenty-four (24) months to pursue her studies in the nursing and cardio-respiratory sector. She must make a written request specifying the date the leave begins and ends at least forty-five (45) days in advance.

The employee agrees to give the Employer proof of registration indicating the number of her registered courses.

After agreement with the Employer, the above-mentioned leaves may be continuous or divided into one (1) or several periods based on the school calendar.

L12.03 Leave without pay not exceeding thirty (30) days

After one (1) year of service in the institution, an employee may obtain a leave without pay every year of a maximum of thirty (30) days after agreement with the Employer and providing she makes a written request at least forty-five (45) days in advance. She must specify the date the leave begins and ends.

The Employer must respond in writing in the fifteen (15) days following the employee's written request, specifying the date the leave begins and ends.

This leave without pay may be divided into different periods of one (1) week or two (2) weeks.

The employee and Employer must agree on the distribution of the leave.

L12.04 Leave without pay of more than thirty (30) days and not exceeding fifty-two (52) weeks

An employee may obtain a leave without pay that does not exceed fifty-two (52) weeks, including the leave stipulated in clause L12.03, after five (5) years of service in the institution and every five (5) years after the end of a leave, after agreement with the Employer.

To obtain this leave, the employee must request this leave in writing from the Employer at least forty-five (45) days in advance, specifying the date the leave begins and ends.

L12.05 Part-time leave without pay

After one (1) year of service in the institution, an employee, incumbent of a full-time position, may obtain a part-time leave without pay of a minimum of two (2) months and a maximum of fifty-two (52) weeks, after agreement with the Employer.

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

To obtain this leave, the employee, incumbent of a full-time position, must request this leave in writing at least forty-five (45) days before the date planned for her departure specifying the date the requested leave begins and ends.

This leave may be renewed after agreement with the Employer providing the request is made in writing at least forty-five (45) days in advance.

Once granted, the leave's length and conditions may not be changed without the consent of the Employer and employee concerned.

However, if during the period for the part-time leave without pay, the employee obtains a new position, her part-time leave without pay ends when she starts in her new position.

L12.06 Part-time leave without pay by exchange of position

After agreement with the Employer and a written request made at least forty-five (45) days in advance, a part-time leave of a minimum of two (2) months and maximum of fifty-two (52) weeks may be granted to an incumbent of a full-time position, with at least one (1) year of service in the institution. One (1) year must have elapsed after a leave is completed.

An employee, incumbent of a full-time position, must specify the date the leave begins and ends in her request.

To obtain a part-time leave, the employee must be able to exchange her full-time position with the position of a part-time employee with the same job title or same job-titles group and on the same centre of activities, after agreement with the Employer. The exchange is by seniority of the incumbents of part-time positions, providing the employees concerned meet the normal requirements of the jobs exchanged.

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

L12.07 Leave without pay for civic duties

An employee who assumes civic duties is entitled to a leave without pay according to the provisions and length stipulated in the different laws in effect.

L12.08 Leaves without pay or part-time leaves without pay for an elected position (subject to the application of the applicable law)

If an employee is elected to the Québec National Assembly, she is entitled to a leave without pay or part-time leave without pay for the first year of her mandate, after making a written request to that effect, specifying the date the leave begins and ends.

L12.09 The following conditions apply to all leaves without pay of more than thirty (30) days

a) Response

The Employer must give an answer in writing in the thirty (30) days following the employee's written request specifying the date the leave begins and ends.

b) Annual vacation

The Employer pays the employee on leave without pay who has made a written request, the compensation corresponding to the annual vacation days accumulated up to the date of her departure on leave without pay. The employee is considered to have taken the annual vacation corresponding to this compensation.

c) 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.

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

d) Right to end a leave

When an employee wants to end her leave without pay before its scheduled end, she may return to her position if it still exists with the Employer providing she informs the latter in writing.

The Employer then determines the date for her return to work, which cannot be set more than forty-five (45) days after receiving the employee's written notice.

e) Right to apply

An employee is entitled to apply for a position during a leave without pay stipulated in this article and obtain it in accordance with the conditions set out in Matter 7.

f) Return

An employee must inform the Employer of her return to work thirty (30) days before the end of her leave without pay.

In the event the employee does not return to work on the date scheduled when the leave without pay was authorized or extended or the return to work date set by the Employer in accordance with clause L12.09 d), she is deemed to have voluntarily abandoned her job as of the date her leave began.

L12.10 Leave to take an exam of a professional order

An employee is granted a leave without pay of a maximum of two (2) weeks to prepare for and take one (1) or more exam(s) related to her profession.

To obtain this leave, the employee must make a written request at least forty-five (45) days before the date she plans to leave, specifying the date the leave begins and ends.

L12.11 Leave without pay for marriage or civil union

The employee who benefits from the leave stipulated in the provincial provisions for her marriage or civil union may add one (1) week of leave without pay to it.

After agreement with the Employer, this leave may immediately precede or follow the employee's annual vacation.

When the employee takes advantage of the provisions of this article and she can obtain a leave without pay stipulated in clause L12.03, the latter is reduced by the equivalent of the week without pay for the period concerned.

To obtain such a leave, the employee must make the request in writing at least fort-five (45) days in advance specifying the date the leave begins and ends and provide proof of marriage or civil union when she returns from her leave.

MATTER 13

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

L13.01 Statement of principle and definition

For the purpose of this collective agreement and subject to the provisions mentioned hereafter, the expression “human resources development” refers to the integrated and continuous process by which an employee acquires, develops, maintains and improves knowledge, skills and aptitudes in performing her duties, through in-service training and professional improvement.

Human resources development seeks to meet the needs of the institution and new orientations of the health and social services system.

Human resources development is a responsibility shared between the Employer and employee.

L13.02 Welcome and orientation program

The Employer organizes welcome and orientation activities for newly hired employees. These activities are organized using the Employer’s own resources and must not be charged to the human resources development budget stipulated in Article 16 of the provincial provisions.

The Employer reserves about thirty (30) minutes in the welcome program so a union representative may meet the newly hired employees.

Orientation for employees already working for the Employer, is organized using the Employer’s own resources and must not be charged to the human resources budget stipulated in Article 16 of the provincial provisions.

Orientation refers to the activities familiarizing an employee with her new work, in a centre of activities or facility, as the case may be. These activities may be a buddy system or courses in a classroom.

L13.03 Orientation of employees

When the Employer decides an orientation program is necessary, the Employer offers these orientation programs according to the following criteria:

- the Employer's needs;
- seniority;
- the interest expressed by employees for such an orientation;
- the employee meets the normal requirements of the job other than the orientation;
- availability corresponding to the assignment to be done.

In the event that no employee has expressed an interest in orientation on a centre of activities for which orientation is required, the said orientation will be by reverse order of seniority among employees incumbents of a float team position or with a float team component of the job-titles group involved.

The employee must pass orientation before holding an assignment or starting the initiation and trial period after obtaining a position.

In addition to the rules applicable in clause L7.06-4), when an employee abandons an orientation period, she may no longer be oriented or apply in that job title, centre of activities and facility, before six (6) months have elapsed as of the date she abandoned the orientation period, unless she has specific authorization from the Employer.

L13.04 In-service training and professional improvement

The human resources development plan consists of in-service training and professional improvement.

L13.05 In-service training

In-service training is a set of activities required and authorized by the Employer so the employee may acquire, develop, maintain and improve knowledge, skills and aptitudes for carrying out her duties in the nursing and cardio-respiratory care sector.

In-service training helps the employee adapt to using new technologies, equipment or devices modifying the performing of tasks, as well as acquiring work or intervention methods and therapeutic or other approaches.

It is understood that the expression “training activity” does not include the related activities, except if required by the Employer, particularly the time spent on the study, preparation or practical work linked to this training, if applicable.

L13.06 Professional improvement

Professional improvement is a set of activities that an employee asks the Employer for, to acquire, develop, maintain and improve knowledge, skills, and aptitudes and acquire increased skills for performing her duties in the nursing and cardio-respiratory care sector.

Notwithstanding the foregoing, the term, professional improvement, includes preparation courses for retirement.

It is understood that the expression “professional improvement activity” does not include the related activities, particularly the time spent on the study, preparation or practical work linked to this professional improvement, if applicable.

L13.07 Provisions for reimbursement of salary and related costs

In accordance with the terms of this matter, the human resources development budget is used to reimburse salaries, registration costs, and applicable costs according to Article 26 of the provincial provisions, travel expenses and fringe benefits.

L13.08 Schedule

The Employer organizes the evening and night employee's schedule to the extent possible, so she can attend in-service training or professional improvement activities, without causing overtime except after agreement with the Employer.

L13.09 Local joint human resources development committee

The local joint human resources development committee is composed of a maximum of three (3) people appointed by the Union and a maximum of three (3) people appointed by the Employer.

The Employer consults the committee on developing a human resources development plan and its updating and for setting the terms of application of this plan as well as the selection criteria for the choice of candidates, as the case may be.

The Employer sends an activities report to the Committee, and a report on the amounts spent and, if applicable, the residual amounts in the forty-five (45) days after the end of every fiscal year.

L13.10 Distribution of the human resources development budget and reimbursement of costs

The budget allocated to human resources development is used to reimburse salaries, fringe benefits, registration costs, travel and lodging expenses linked to the employees' updating and professional improvement activities.

The Employer distributes the budget as follows:

- In-service training: 75%
- Professional improvement: 25%

As part of a ministerial request and as long as the in-service training budget is insufficient, a part of the professional improvement budget may be transferred into the in-service training budget to meet this ministerial request.

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 OR WITH BENEFICIARIES WITHIN THE MEANING OF THE ACT RESPECTING HEALTH SERVICES AND SOCIAL SERVICES FOR CREE NATIVE PERSONS OUTSIDE AN INSTITUTION GOVERNED BY THAT ACT

L14.01 Activities outside the facilities

The following conditions apply for an employee assigned by the Employer to accompany one or more users outside the facilities maintained by the institution, for recreational activities, or daily living activities or any other activities, such as groceries or banking:

- a) Subject to Article L26, the Employer first determines the activity, means of transportation and reimburses the employee the costs, and expenses related to the activity and authorized by the Employer, in accordance with the provincial provisions.
- b) The employee is paid according to the provincial provisions when accompanying one or more users takes place during her regular workday.
- c) The employee is paid according to the provincial provisions when she must, at the Employer's request, accompany the user(s) longer than her regular workday or regular workweek.
- d) Notwithstanding the preceding paragraphs, when the employee participates in an activity of more than sixteen (16) hours or sleeps on the activity's premises, the parties meet prior to the activity to agree in writing on the applicable conditions.

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

L15.01 Local committees regarding the matters stipulated in Schedule A.1

The parties may agree to set up any committees related to the twenty-six (26) matters negotiated and agreed at the local level. When a committee is created, the parties determine the mandates, length, frequency and operating conditions.

MATTER 16

RULES OF CONDUCT BETWEEN THE PARTIES

L16.01

The Employer and Union adhere to the rules of conduct and law under the provincial and local provisions.

L16.02

The parties want to establish orderly relations and facilitate the resolution of labour relations problems by encouraging good relations between the Employer and Union.

L16.03

The parties promote the following values: respect, justice, civility, good faith, communication, collaboration, professionalism, benevolence and commitment.

The Employer and Union undertake to encourage respect for these values.

MATTER 17

POSTING OF NOTICES

L17.01 Bulletin boards

The Employer maintains the bulletin boards listed in the appendix at the end of this matter for the Union.

The Union obtains additional bulletin boards according to the conditions set by the Employer, after the Employer's written authorization.

It is understood that the Union supplies, pays for and installs the locking devices, as the case may be.

L17.02 Content of the bulletin boards

The Union may post any document of a union, social, political, economic, educational and professional nature on these bulletin boards.

The posted documents may not contain any disparaging, derogatory or defamatory language directed against the members, union or employer representatives.

Every document must contain the Union's logo or be signed by a duly authorized representative of the Union.

L17.03 Copy of documents

At the written request of a union representative or employer representative, a copy of documents posted in the institution is sent to them.

These posted documents must concern the employees' working conditions or be related to the application of this collective agreement.

APPENDIX

Location of the bulletin boards

The bulletin boards in the facilities listed below remain in their current location.

However, if there is a need to change the location of a bulletin board, it must be in a location that is visible, appropriate and accessible to employees.

The addresses of the facilities covered by clause L17.01, listed below, are indicated for information purposes.

	Facility	Address	Reserved	Shared
Grande-Rivière/Hull/Gatineau	Hôpital de Gatineau	909 boul. La Vérendrye Ouest	Yes	
	Hôpital de Hull	116 boul. Lionel-Émond	Yes	
	CHSLD Maison Bon Séjour	134 rue Jean-René Monette	Yes	
	CHSLD La Pietà	273 rue Laurier	Yes	
	CHSLD Foyer du Bonheur	125 boul. Lionel-Émond	Yes	
	CHSLD Renaissance	445 boul. Wilfrid Lavigne	Yes	
	CLSC de Gatineau	104 rue Lois	Yes	
	CLSC de Gatineau	777 boul. La Gappe	Yes	
	CLSC de Hull	85 rue St-Rédempteur	Yes	
	CLSC Aylmer	425 rue Le Guerrier	Yes	
	Hôpital Pierre-Janet	20 rue Pharand Pavillon principale	Yes	
		20 rue Pharand Pavillon juvénile	Yes	
		73 boul. Moussette	Yes	
	CR La RessourSe	135 boul. St-Raymond	Yes	
CRDO (Jélinek)	25 rue St-François	Yes		

	Facility	Address	Reserved	Shared
Vallée-de-la-Gatineau	Hôpital de Maniwaki	309 boul. Desjardins	Yes	
	CHSLD Foyer Père-Guinard	177 rue des Oblats		Yes
	CHSLD Gracefield	1 rue du Foyer	Yes	
	CLSC de Maniwaki	149 rue Principale Nord	Yes	
Pontiac	Hôpital de Shawville	200 rue Argue	Yes	
	CHSLD CAP	295 Allan Black Crescent	Yes	
	CHSLD Manoir Sacré Coeur	230 Chemin de la Chute		Yes
	CLSC de Shawville	290 rue Marion		Yes
	CLSC Fort-Coulonge	160 Chemin de la Chute	Yes	
Vallée-de-la-lièvre et Petite Nation	Hôpital de Papineau	155 rue Maclaren Est	Yes	
	CHSLD Vallée-de-la-Lièvre	111 rue Gérard Gauthier	Yes	
	CLSC-CHSLD de la Petite-Nation	14 rue St-André	Yes	
	CLSC Vallée-de-la-Lièvre	578 rue Maclaren Est	Yes	
Des Collines	Hôpital Mémorial de Wakefield	101 Chemin Burnside	Yes	
	CHSLD des Collines	9 Chemin Passe-Partout	Yes	
	CLSC de la Pêche	9 Chemin Passe-Partout		Yes
	CLSC de Val-des-Monts	1884 Route du Carrefour	Yes	

MATTER 18

PROFESSIONAL ORDERS

L18.01 Registration with a professional order

An employee must belong to her professional order.

An employee must respect all the conditions issued by her professional order so that she remains a member of this order.

L18.02 Suspension of the right to practice

When a professional order temporarily or permanently suspends an employee's right to practice, the employee must immediately inform the Employer and confirm it in writing as soon as possible. The Employer may then take the disciplinary or administrative measures deemed necessary. The Employer may also grant a leave without pay stipulated in clause L12.03.

MATTER 19

PROFESSIONAL PRACTICE AND LIABILITY

L19.01 Writing and publication of a technical or professional document

An employee must sign a technical or professional document prepared by her or under her direction.

Moreover, the document belongs to the Employer and its use remains the Employer's responsibility.

Any technical or professional document needing to be prepared by an employee must be done in the course of her duties, at the Employer's request and with the Employer's prior approval.

If the Employer publishes in whole or in part, in any form whatsoever, such a technical or professional document, the name of the author and her colleagues, her title and administrative department where she works will be indicated on this document.

L19.02 Modification of a technical or professional document

Notwithstanding clause L19.01, an employee cannot be forced to modify a technical or professional document that she has written and signed, backed by evidence-based data and which she believes to be professionally correct.

MATTER 20

SPECIFIC CONDITIONS APPLICABLE FOR THE TRANSPORTATION OF USERS WITHIN THE MEANING OF THE ACT RESPECTING HEALTH SERVICES AND SOCIAL SERVICES OR BENEFICIARIES WITHIN THE MEANING OF THE ACT RESPECTING HEALTH SERVICES AND SOCIAL SERVICES FOR CREE NATIVE PERSONS

L20.01 Employee accompanying one or more users for transportation

The following conditions apply for an employee assigned by the Employer to accompany one or more users outside a facility maintained by the institution, for a situation other than that set out in Matter 14:

- a) Subject to Matter 26, the Employer determines the means of transportation prior to accompanying a user, and reimburses the employee the costs and expenses of the transportation and authorized by the Employer, in accordance with the provincial provisions.
- b) Subject to Matter 26, the employee is considered at work for the time during which she accompanies the user(s). The employee is considered at work, for both the waiting period and duration of the return trip.

She must be paid according to the provincial provisions, including the overtime rate, when the trip exceeds the regular workday or regular workweek.

- c) As soon as the employee leaves the user(s) at the location designated by the Employer and responsibility has been transferred, she must contact the Employer for instructions.
- d) For any trip of twenty-four (24) hours or more, including the waiting and travel time, the Employer ensures the employee has a sufficient rest period before resuming her regular shift after the trip.

MATTER 21

LOSS AND DESTRUCTION OF PERSONAL BELONGINGS

L21.01

When the employee, after an accident while performing her duties, suffers deterioration or loss of personal belongings such as:

- clothing;
- watch;
- glasses;
- contact lenses;
- other prosthesis or orthoses;
- any other personal belonging with prior written authorization of the immediate superior,

the Employer provides replacement, repair or cleaning of these items if these are necessary for performing her duties.

If the claim is covered by a public compensation plan, the Employer will reimburse only the difference between the employee's claim and amount set out in the applicable law.

The employee must make her claim in writing within fifteen (15) days of the incident.

L21.02

The Employer will not reimburse any amount when it is proven that the loss or destruction of the item was caused by the employee's negligence.

MATTER 22

RULES TO BE FOLLOWED WHEN UNIFORMS ARE REQUIRED BY THE EMPLOYER

L22.01

The Employer continues to supply employees with the uniforms provided on the date the local provisions go into effect, subject to any future modifications, in which case the Employer informs the Union.

L22.02 Uniform required/supplied/not maintained

When the Employer requires employees to wear a uniform, the Employer supplies this uniform and remains the owner of the uniform.

L22.03 Uniform required/supplied/maintained

When the Employer requires employees to wear a uniform and if the prevention and infection control standards so require, the Employer must also maintain these uniforms.

L22.04 Lab coat required/supplied/maintained

When the Employer requires employees to wear a lab coat, the Employer supplies and maintains this lab coat.

MATTER 23

LOCKER ROOM AND DRESSING ROOM

L23.01 Locker room

The Employer provides the employee, who has made a written request, with a locker or a safe storage space for putting her personal effects, such as clothes, boots, shoes and purse.

L23.02 Dressing room

If the institution's premises permit, the Employer provides a suitable dressing room for employees who must change their clothes on the premises for work.

L23.03 Shower

The Employer maintains the showers already installed and working available and accessible for clinical safety reasons, for employees who have them when the local provisions go into effect.

MATTER 24

PAYMENT OF SALARIES

L24.01 Pay slip

The pay slip includes:

- the Employer's name;
- the employee's name and first name;
- the employee number;
- the job title;
- the date of the pay period and direct deposit date;
- the number of hours paid at the regular rate;
- the overtime worked during this period;
- the nature and amount of premiums, indemnities, allowances or supplements paid;
- the hourly rate;
- the gross salary;
- the nature and amount of the deductions made;
- the net salary;
- the seniority accumulated;
- the annual vacation (quantum, hours and amount);
- the fringe benefits;
- the bank of sick-leave days;
- the bank of floating holidays stipulated in the provincial provisions;
- the bank of compensatory statutory holidays;
- the bank of time back.

The Employer must make separate bank transfers for the amounts paid as:

- back pay;
- balances in the banks when there is a permanent termination of employment;
- sick-leave days unused at the time when these leaves may be paid in cash under the provincial provisions;
- guaranteed kilometers;
- pay correction;
- grievance settlement.

Moreover, when the Québec National Holiday is paid, the Employer indicates the amount paid for this holiday on the pay slip of a part-time employee.

L24.02 Pay periods

Employees are paid every two (2) weeks.

The pay is distributed by bank transfer in accordance with the plan set up in the institution.

L24.03 Error and recovery on the pay

In the event of an error in pay of fifty dollars (\$50) gross, or more, attributable to the Employer, the employee must request a correction in writing in the two (2) days following the bank transfer of her regular pay.

If the employee respects the timeframe for requesting a correction, the Employer agrees to take the necessary measures to correct the error by the next bank transfer of pay corrections or for the following bank transfer of the regular pay.

If the employee does not respect the timeframe for requesting a correction, the Employer agrees to take the necessary measures to correct the error by the bank transfer of the regular pay that follows the request.

In the event of an error in pay of less than fifty dollars (\$50) gross, the Employer agrees to take the necessary measures to correct the error by the bank transfer of the regular pay that follows the written request for correction.

In the event of an error in pay involving an overpayment to an employee by the Employer, it is agreed that this amount will be recovered from the salary with a maximum deduction of sixty dollars (\$60) net per pay period for a full-time employee and a maximum of thirty dollars (\$30) net per pay period for a part-time employee and an employee who does not have a position as set out in clause 1.02 of Appendix 1 of the provincial provisions, until paid in full, unless otherwise agreed between the Employer and employee.

It is understood that the Employer and employee can only recover amounts that are overpaid or underpaid for the twelve (12) months preceding notification of the error.

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

L24.04 Pay slip during an absence of more than thirty (30) days

The Employer sends an employee who is absent for more than thirty (30) days her pay slip following a written request.

L24.05 Amounts due at departure

The Employer gives the employee who permanently leaves the institution, a final pay slip corresponding to the amounts due in salary, fringe benefits and balances in her banks within a maximum of four (4) weeks of her effective date of departure.

The Employer gives the employee or sends her departure pay slip to her last known address indicated in her employee file.

The Employer gives the employee a written statement with the job title(s) held, number of hours worked in each job title, echelon in the salary scale and the start and end date of her employment in the institution within twenty-one (21) days of receiving a written request from the employee.

The employee pays the Employer any amounts due on the date of her departure from the amounts the Employer owes the employee on her departure date.

MATTER 25

ESTABLISHMENT OF A SAVINGS UNION

L25.01

If a credit union exists in the institution, the Employer enacts deductions at source for this credit union, at the employee's request, if this deduction is technically possible.

MATTER 26

TRAVEL ALLOWANCES, EXCEPT THE QUANTA

L26.01 Home base

An employee may not have more than one (1) home base except for incumbents of a float team position, supplemental position and assignment obtained in accordance with Matter 6. In these cases, the home base is the place indicated by the Employer on the schedule.

For incumbents of a float team position, supplemental position and assignment obtained in accordance with Matter 6, travel allowances are only paid if the reassignment takes place when the employee has already arrived at her home base.

The home base is the place where the employee carries out her duties for more than half of her workweek.

The Employer determines the home base in other cases according to the following criteria:

- the place where the employee regularly receives her instructions and reports on her activities.

L26.02 Provisions related to the home base

Subject to the local or provincial provisions, when an employee, at the Employer's request, must carry out her duties outside her home base, after she has already arrived at her home base, she is considered at work for her travel time.

L26.03 Rules for reimbursing kilometers

The indemnity to be paid is calculated using the home base as determined in accordance with the local provisions.

The Employer reimburses the kilometers based on the institution's kilometers chart. However, when the kilometers travelled are not on this chart, the kilometers reimbursed are based on the distance necessary and actually travelled by the employee in the course of her duties.

The Employer determines if the employee must stop by her home base.

When, at the Employer's request, an employee must go from her place of residence to a place of work other than her home base, without stopping by the home base, she is compensated only for the time and distance in excess of what she normally travels from her place of residence to her home base. The same applies for the return trip.

L26.04 Notice of end of use of an automobile

When the Employer no longer requires the employee to use a personal automobile, the Employer informs the employee in writing thirty (30) days in advance.

L26.05 Other means of transportation

When the Employer does not authorize the employee to use her personal automobile, the Employer identifies other means of transportation and reimburses the employee the authorized expenses thus incurred.

L26.06 Meal allowances

Meal allowances are only paid when the employee cannot go to her residence, home base or one of the institution's facilities within a reasonable timeframe.

L26.07 Hotel expenses

An employee is entitled to reimbursement of hotel expenses after authorization by the Employer.

L26.08 Supporting documents

The expenses, disbursements and allowances set out in this matter are reimbursed upon presentation of supporting documents according to the rules in the local or provincial provisions.

DURÉE DES DISPOSITIONS LOCALES DE LA CONVENTION COLLECTIVE

Les présentes dispositions locales entrent en vigueur le 29 mars 2020 et demeurent en vigueur tant qu'elles ne sont pas modifiées, abrogées ou remplacées par entente entre les parties, et ce, conformément à la loi applicable.

Les parties conviennent de procéder aux concordances ou ajustements de textes des dispositions locales advenant des modifications aux dispositions nationales.

En foi de quoi les parties ont signé les présentes dispositions locales le 20 décembre 2019.

LE CENTRE INTÉGRÉ DE SANTÉ ET DE SERVICES SOCIAUX DE L'OUTAOUAIS (CISSO)



Martin Vachon

Directeur
Direction des ressources humaines, des communications et des affaires juridiques

LE SYNDICAT DES PROFESSIONNELLES EN SOINS DE L'OUTAOUAIS (FIQ-SPSO)

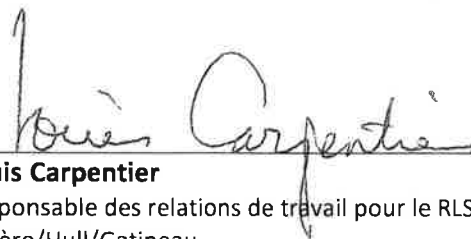


Patrick Guay
Président



Manon Bérubé

Conseillère cadre au directeur adjoint
Direction des ressources humaines, des communications et des affaires juridiques



Louis Carpentier

Responsable des relations de travail pour le RLS Grande-Rivière/Hull/Gatineau



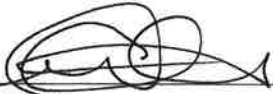
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Suzanne Mousseau

Responsable des relations de travail pour le RLS des Collines, RLS Vallée-de-la-Lièvre et Petite-Nation, RLS Pontiac et le RLS Vallée-de-la-Gatineau



Gilbert Daoust

Chef d'unité de soins
Direction des soins infirmiers



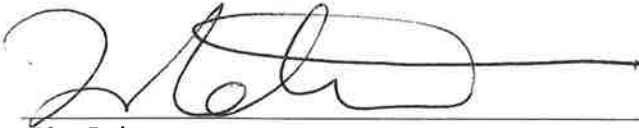
Yves Poirier

Conseiller syndical FIQ-Outaouais



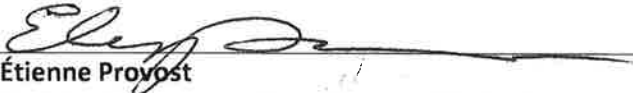
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Lise Robertson

Chef d'unité Pédiatrie
Direction des programmes jeunesse



Étienne Provost

Chef des services communautaires et médecine de jour
urbain
Direction des soins infirmiers

Letter of Intent

The Employer agrees to meet the Union when the intranet is implemented in order to discuss access rights to the intranet.

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<p>Notice to other party</p> <ul style="list-style-type: none"> ➤ arbitration request ➤ proposal of arbitrator 		11.10 11.02
<p>Notice or copy to union</p> <ul style="list-style-type: none"> ➤ abolition of position ➤ administrative measures ➤ appointment to a position ➤ assignment ➤ availability ➤ bumping ➤ disability not recognized ➤ disciplinary notice (dismissal/suspension) ➤ layoff ➤ medical examination ➤ notice ➤ protective reassignment of pregnant worker ➤ seniority ➤ specific agreement 	L8.01 L7.07 L6.11 L6.04 to L6.09 L8.06 L7.01, L7.03	14.17 3.11 23.27 3.05 to 3.10 15.02, 15.03 23.24 22.19 12.12, 12.13 3.03

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➤ on-call at home or in the institution	L10.05, L10.06	
➤ recall during a meal and end of recall	L10.08, L10.09	
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Overtime (general)		19.01 to 19.11
➤ availability – registration, distribution	L10.02, L10.03	
➤ equitable distribution of overtime	L10.01, L10.11	
➤ intervention from outside the institution		19.08
➤ period of 16 hours		19.02
➤ private duty		19.05
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➤ recall to work		19.04
➤ remuneration		19.03
➤ scheduled (planned)	L10.11	
➤ statutory holiday		19.03, 20.04
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Pager	L10.07	
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➤ definition		1.03
➤ earnings prorated		7.09
➤ eligibility for life/health/salary insurance		23.01, 23.32
➤ floating holidays in psychiatry		34.05
➤ fringe benefits		7.10 to 7.12, 23.32
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<ul style="list-style-type: none"> ➤ isolation premium ➤ maternity benefit ➤ replacement ➤ salary/life insurance ➤ sick-leave days ➤ statutory holidays 		<p>29.03</p> <p>22.11, 22.12</p> <p>15.09, 15.10</p> <p>23.10, 23.17</p> <p>23.32</p> <p>7.10</p>
Part-time leave without pay	L12.01, L12.02, L12.05, L12.06	17.03
Paternity leave		22.21
Pay		
<ul style="list-style-type: none"> ➤ amount due at departure ➤ error on the pay ➤ pay period ➤ pay slip ➤ pay slip during absence of more than 30 days ➤ recovery on the pay 	<p>L24.05</p> <p>L24.03</p> <p>L24.02</p> <p>L24.01</p> <p>L24.04</p> <p>L24.03</p>	
Pension plan		24.01
<ul style="list-style-type: none"> ➤ pre-retirement, progressive retirement 		24.02 to 24.06
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Permanent bargaining mechanism		33.01
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Position (definition)		1.14
<ul style="list-style-type: none"> ➤ compound position ➤ float team position <ul style="list-style-type: none"> ✓ single-facility ✓ multi-facility ➤ merged position ➤ outpatient and outpatient clients follow-up position ➤ regional position ➤ single position ➤ supplemental position 	<p>L1.05</p> <p>L1.08 A)</p> <p>L1.08 B)</p> <p>L1.06</p> <p>L1.03</p> <p>L1.04</p> <p>L1.02</p> <p>L1.07</p>	
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➤ holding two (2) positions	L7.11	
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➤ number of staffing processes	L7.01d	
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➤ on-call		19.07, 19.08

➤ orientation and training		9.09
➤ professional improvement (LPN)		9.08
➤ shift rotation		9.03
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➤ conditions	L3.03	
➤ definition		1.04
➤ duration	L3.02	
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<ul style="list-style-type: none"> ➤ outside representative ➤ reference period ➤ remuneration ➤ schedule (work) ➤ statutory holidays ➤ union leave request 		6.05 6.19 6.17 6.13 20.01 6.05, 6.08, 6.10, 6.11, 6.12 6.21
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V		
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<ul style="list-style-type: none"> ➤ full-time night employee ➤ number of days a week 	L9.01, L9.02	9.01
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<ul style="list-style-type: none"> ➤ annual vacation (accumulation and postponement) ➤ sick leave ➤ special team ➤ statutory holiday ➤ temporary assignment 	L11.16	22.29 23.19 30.14, 30.15 20.03 30.13
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<ul style="list-style-type: none"> ➤ distribution of weekends ➤ distribution of the workweek ➤ number of hours and days in the regular workweek ➤ regular workweek ➤ rest and meal periods 	L9.06 L9.02 L9.01 L9.01 L9.03, L9.04	7.16, Appendix 1 7.14 13.03
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