

**LOCAL COLLECTIVE AGREEMENT
BETWEEN**

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

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

AND

**THE UNION OF EMPLOYEES OF THE CIUSSS DE L'OUEST-DE-L'ÎLE-
DE-MONTRÉAL, CUPE – SECTION LOCAL 2881**

SCFP 
Syndicat canadien de 
la fonction publique FTQ

CATEGORY 2

FEBRUARY 3, 2019

TABLE OF CONTENTS

| | |
|---|----|
| ARTICLE 1 – DEFINITION OF POSITION | 4 |
| ARTICLE 2 – DEFINITION OF SERVICE OR DEPARTMENT | 6 |
| ARTICLE 3 – DURATION AND TERMS AND CONDITIONS OF THE PROBATION PERIOD | 7 |
| ARTICLE 4 – POSITION TEMPORARILY WITHOUT AN INCUMBENT | 8 |
| ARTICLE 5 – REASSIGNMENT | 9 |
| ARTICLE 6 – RULES GOVERNING TEMPORARY ASSIGNMENTS APPLICABLE TO EMPLOYEES..... | 11 |
| ARTICLE 7 – VOLUNTARY TRANSFERS | 17 |
| ARTICLE 8 – BUMPING PROCEDURE | 21 |
| ARTICLE 9 – MANAGEMENT OF WORK HOURS AND WORK WEEK..... | 23 |
| ARTICLE 10 – TERMS AND CONDITIONS GOVERNING OVERTIME, CALLBACK AND AVAILABILITY | 27 |
| ARTICLE 11 – STATUTORY HOLIDAYS, FLOATING DAYS AND ANNUAL VACATION | 29 |
| ARTICLE 12 – LEAVE WITHOUT PAY | 33 |
| ARTICLE 13 – DEVELOPMENT OF HUMAN RESOURCES | 37 |
| ARTICLE 14 – ACTIVITIES WITH USERS OUTSIDE THE INSTITUTION | 40 |
| ARTICLE 15 – LOCAL COMMITTEES | 41 |
| ARTICLE 16 – ETHICAL STANDARDS OF THE PARTIES | 42 |
| ARTICLE 17 – DISPLAY OF NOTICES | 43 |
| ARTICLE 18 – PROFESSIONAL ORDERS | 44 |
| ARTICLE 19 – PROFESSIONAL PRACTICE AND LIABILITY | 45 |
| ARTICLE 20 – TRANSPORTATION OF USERS | 46 |
| ARTICLE 21 – LOSS AND DESTRUCTION OF PERSONAL BELONGINGS | 47 |
| ARTICLE 22 – UNIFORMS | 48 |
| ARTICLE 23 – LOCKERS AND DRESSING ROOMS..... | 49 |
| ARTICLE 24 – PAYMENT OF SALARIES | 50 |
| ARTICLE 25 – CREDIT UNION | 51 |
| ARTICLE 26 – TRAVEL ALLOWANCES..... | 52 |
| ARTICLE 27 – DURATION AND APPLICATION OF THE LOCAL PROVISIONS OF THE COLLECTIVE AGREEMENT | 54 |

ARTICLE 1 – DEFINITION OF POSITION

1.01

Position

All the duties performed by an employee within a service or department and contained in any of the job titles in the list of job titles, job descriptions, salary rates and scales in the health and social services network.

1.02

Merged position

All the duties performed by an employee over a maximum of two facilities for full-time employees or in only one facility for part-time employees, during a given shift and contained in any of the job titles in the list of job titles, job descriptions, salary rates and scales in the health and social services network.

1.03

Float team position

All the duties performed by an employee working in more than one (1) service or department, during one (1) work shift, (day, evening, night, day/evening, day/night, evening/night) in a job title in the list of job titles, job descriptions, rates and salary scales of the health and social services network.

The duties assigned to each employee on the float team are considered one position. This position is posted and filled in accordance with the voluntary transfer rules.

The float team positions are all the duties performed by an employee on a permanent basis. They are used for the purpose set out in clause 6.01 of the local provisions of the collective agreement and are established and grouped based on the following territories:

- a) Dorval-Lachine-Lasalle (DLL)
- b) Pointe-Claire, Pierrefonds, Lac-Saint-Louis, Île-Bizard, Sainte-Anne-de-Bellevue (West Island)
- c) Côte-des-Neiges (St. Mary's Hospital)
- d) Hochelaga-Maisonneuve (Grace Dart Extended Care Centre)
- e) Verdun (IUSM Douglas)
- f) CROM
- g) Batshaw

Each territory represents one float team service.

The parties may also agree in writing on any other terms and conditions in order to meet specific needs.

1.04

Basic structure of positions

The basic structure of positions in a service or department is composed of regular and merged positions, excluding float team positions, and corresponds to all the positions normally required per work shift, based on the normal needs of the service or department, and is determined by the employer.

The employer may upgrade part-time positions and create full-time positions over and above the basic structure in order to ensure adequate staffing in order to respond to the replacement needs and fluctuations in activity in the service or department.

ARTICLE 2 – DEFINITION OF SERVICE OR DEPARTMENT

2.01

A “service” or “department” designates a set of specific hierarchically organized activities and constitutes a distinct entity within the institution’s organizational structure.

A service or department may include a care unit, a program, a target client group, a management group, a facility, etc.

A service or department may not extend to more than one of the employer’s facilities.

Exceptionally and notwithstanding the preceding paragraph, the service or department of a position may cover more than one of the institution’s facilities when required by the specific nature of duties. The employer determines the home base for travel allowance purposes in accordance with the terms and conditions provided in the local provisions of the collective agreement.

2.02

Facility

A facility is the physical place where health care and social services are delivered to the public in Quebec under one or more missions. An institution generally consists of several facilities.

2.03

Mission

A mission has the meaning defined in article 79 and subsequent articles of the *Act respecting health services and social services* (c S-4.2).

2.04

List of services

The employer must send the union the list of services provided by its institution within sixty (60) days of the effective date of the local provisions of the collective agreement. The employer informs the union of any change to this list of services.

ARTICLE 3 – DURATION AND TERMS AND CONDITIONS OF THE PROBATION PERIOD

3.01

The probation period terms and conditions that are normally accepted and relevant to each job title are communicated to employees when they are hired.

The probation period is forty-five (45) days actually worked.

3.02

When an integration and orientation program exists and employees are subject to it or when they participate in a training activity, the probation period, as defined in this article, is extended by as much time, up to a maximum of seven (7) work days.

3.03

Employees who perform their duties at the employer and change certification unit while remaining in the same staffing category may only be subject to one (1) probation period for the entire duration of their service at the employer.

ARTICLE 4 – POSITION TEMPORARILY WITHOUT AN INCUMBENT

4.01

A position is temporarily without an incumbent when an employee is absent for any reason set out in the collective agreement and for any period during which such position is without an incumbent.

4.02

The employer may decide not to fill positions temporarily without an incumbent or may fill them completely, partially and/or non-continuously, depending on the service's needs, by an employee from the replacement team and, subsequently, by employees who hold float team positions or by employees who have indicated their availability.

If the employer decides not to fill or to only partially or non-continuously fill a position temporarily without an incumbent, it informs the union of the reasons for its decision.

The parties agree that the employees assigned to positions temporarily without incumbents are either full-time employees or part-time employees, as defined in article 1 of the national provisions of the collective agreement.

ARTICLE 5 – REASSIGNMENT

5.01

Designates any temporary change in an employee's position made at the employer's request insofar as the positions are compatible and similar in nature.

An employee may not be reassigned except:

- a) in the event of an unforeseen absence resulting in an urgent and imperative staffing need in a service or department when other means set out in the collective agreement, aside from outside workers, have been used and/or no other employee from the replacement team or recall lists is able to act as a replacement;
- b) in case exceptional situations, fortuitous events or cases of *force majeure*;
- c) in any other situation in which the parties agree in writing, to meet specific needs, namely in cases where the parties note that there are no other adequate means of replacement, as well as in cases where the parties note that a fluctuation in operational needs justifies reassigning one (1) or more employees.

In the cases set out in paragraphs a) and b) above, the reassignment may not exceed one work shift or occur more than once during a work shift. Moreover, such employees may not be reassigned repeatedly or in another facility, unless otherwise agreed by the parties.

This purpose of this clause is not to prevent an employee from volunteering for such a reassignment in accordance with the provisions set out in this article.

Reassignments are carried out first on a voluntary basis.

In the absence of volunteers, reassignments are carried out in reverse order of seniority.

The employer informs the union of any reassignments.

5.02

Total or partial temporary shutdown

The employer and the union agree on the mechanisms for reassigning employees affected by a total or partial shutdown of a service or department. Such shutdown may not exceed four (4) months unless otherwise agreed by the parties.

A temporary shutdown can result from a significant staffing shortage, for example during the annual leave period, during repair work, or during other exceptional circumstances.

5.03

Surplus of personnel

In order to promote upgrading of part-time positions and create full-time positions over and above the basic structure of positions, the following terms and conditions apply, before the recall list is used, when there is a surplus of personnel over and above the basic structure of positions:

- a) Employees are reassigned first on a voluntary basis from among the employees who hold a position. If there are no volunteers, employees are selected in reverse order of seniority from among the same employees.
- b) The employer reassigns employees in reverse order of seniority in accordance with the following order of priority:
 1. employees from the float team;
 2. employees who hold atypical positions (rotating shift position, merged position, etc.);
 3. other position holders in the service or department.
- c) Employees are reassigned during their work shift to another service or department in their facility, insofar as they meet the normal requirements of the job. They may also elect to stay for another work shift in their service or department.
- d) Such reassignment may not occur more than once per work shift. However, once there is no longer a need for reassignment, the employee returns to their position in their service or department.
- e) The employee's work schedule may not be modified as a result of such reassignment.
- f) When the employer becomes aware of a surplus of personnel twenty-four (24) hours or more in advance, employees are informed of their reassignment at least twenty-four (24) hours before the start of their work shift. In all other situations, the employer notifies employees at the start of their work shift that there is a surplus of personnel.

5.04

In all cases, employees affected by a reassignment may elect to be reassigned, take a paid leave to which they are entitled, or be considered on authorized leave of absence without pay.

ARTICLE 6 – RULES GOVERNING TEMPORARY ASSIGNMENTS APPLICABLE TO EMPLOYEES

6.01

Recall list

The recall list is used to fill positions temporarily without an incumbent, to meet needs stemming from a temporary work overload for a maximum period of one year, to perform duties for a limited period of time up to a maximum of one year, or for any other reasons agreed to by the parties. The periods may be extended after agreement between the parties.

6.02

The recall list is composed of:

- a) part-time employees who do not hold a position and have indicated their availability;
- b) part-time employees who hold a position and have indicated availability additional to their work schedule;
- c) employees with at least two (2) years of seniority who have been laid off in accordance with the national provisions of the collective agreement concerning job security;
- d) employees who have left their position to register on the recall list.

6.03

Float team

The work days of a float team position may be used with priority over the recall list if the employer considers that needs warrant and that this method is the most appropriate.

Notwithstanding the foregoing, a part-time employee who holds a position, who is registered on the recall list, and who has indicated their availability in their service or department is assigned to their service or department with priority over an employee on the float team.

An employee from the float team who indicates availability additional to their position may accept a block booking of twenty-eight (28) days or less for positions temporarily without an incumbent.

However, they may also be asked to accept block bookings exceeding twenty-eight (28) days when needs cannot be filled by part-time employees who have indicated availability additional to their position.

6.04

Registration

To be registered on the recall list, employees must indicate their availability to the employer, in writing on the form provided for this purpose, and specify, among other things:

- a) the day(s);
- b) the work shift(s);
- c) the facility(ies).

The employer consults with the union when there is a change in the computerized system used to manage the recall list concerning the use of new functionalities.

Newly hired employees must indicate availability compatible with the employer's needs for a period of three (3) months.

Employees registered on the recall list must indicate minimum availability that is appropriate for the employer's needs: two (2) days per week, two (2) work shifts and one or more of the institution's facilities. When the employer so requires, employees must offer to work one (1) weekend every second (2nd) week as part of their two (2) work days per week.

6.05

Change in availability

Employees on the recall list may increase their availability at any time by giving a minimum notice of seven (7) days.

Employees on the recall list may modify their availability six (6) times per year, in accordance with the schedule established with the employer after consulting with the union.

Changes made by employees to their stated availability may not affect assignments already granted to them.

The employer makes employees' stated availability available to the union.

Employees assigned to a service or department at their request must maintain their availability in that service or department for a minimum period of six (6) months.

6.06

Availability of employees in school

Employees who take a leave without pay to return to school may register on the recall list and indicate availability in line with their studies.

However, employees in school who have registered for an internship and provide such proof from their school may be exempted from providing their availability during their internship.

Notwithstanding clause 12.14.2 of the national provisions of the collective agreement, employees studying full-time in a program recognized by the Ministère de l'Éducation et de l'Enseignement supérieur who indicate that they are available to work while in school may register on the recall list and indicate availability compatible with their needs and those of the employer. Moreover, employees who are in school may change their availability during their study program upon giving a notice of fourteen (14) days to reduce their availability and a notice of seven (7) days to increase their availability. Outside their study program, their stated availability must comply with the minimum availability requirement.

6.07

Recalling employees on the recall list

The employer calls employees registered on the recall list in accordance with the following procedure:

- a) The recall list is applied by job title. Employees may be registered for more than one job title.
- b) Employees are called by order of seniority and based on their availability, indicated in writing, provided that they meet the normal requirements of the job.
- c) For an assignment lasting twenty-eight (28) days or less, an employee with a part-time position who is registered on the recall list may be given priority over other employees on the recall list for that assignment in their service or department based on seniority, provided they meet the normal requirements of the job:
 - i. If the availability indicated by a position-holding employee with the most seniority does not fully correspond to the available assignment, the unfilled portion of the assignment is granted, according to the same terms and conditions, to the other employees who have a part-time position in the service or department.
 - ii. If the assignment cannot be completely filled after the preceding subparagraph has been applied, the unfilled portion of the assignment is offered to the employee on the recall list who has an assignment of more than twenty-eight (28) days in the service or department in accordance with the conditions set out in paragraph b) of this clause.
 - iii. If the assignment cannot be completely filled after the preceding subparagraphs have been applied, the unfilled portion of the assignment is offered to an employee on the recall list in accordance with the terms and conditions set out in paragraph b) of this clause.
- d) For an assignment lasting more than twenty-eight (28) days or indefinitely, the assignment is granted in accordance with paragraph b) of this clause. A part-time employee registered on the recall list can obtain this assignment in their service or department based on seniority, with priority over the other employees registered on the recall list provided that they meet the normal requirements of the job. Notwithstanding the foregoing, a part-time employee registered on the recall list may temporarily leave their position and obtain this assignment in their service or department with priority over the other employees on the recall list provided that they meet the normal requirements of the job and provided that the assignment requires them to work more hours than in their position. It is understood that such a transfer may not lead to more than one (1) transfer in the service or department concerned.
- e) Part-time employees must have completed their probation period in order to benefit from the preceding paragraph.
- f) If an employee's leave of absence is expected to exceed twenty-eight (28) days, an employer who decides to completely fill a position temporarily without an incumbent offers it to full-time position-holders for whom the position is a promotion, based on their general seniority ranking, if their stated availability is compatible, and if they can meet the normal requirements of the position temporarily without an incumbent.

However, in the event that the employee's leave of absence is expected to exceed six (6) months, an employer who decides to completely fill a position temporarily without an incumbent offers it to full-time employees who would receive critical care premiums in their position. The assignment is offered, based on their general seniority ranking, to employees who have indicated their availability in one or more services or departments where critical care premiums apply and who can meet the normal requirements of the position temporarily without an incumbent.

- g) An employee may leave their assignment after completing six (6) months by giving a fourteen (14) day written notice.
- h) If a replacement assignment lasting more than twenty-eight (28) days begins when the employee on the recall list is absent for a reason set out in the collective agreement, they are considered to be available for such assignment if they can take this replacement assignment starting on the day after the day the assignment begins.
- i) If a replacement assignment exceeding four (4) months begins when a part-time employee is already assigned for a period exceeding twenty-eight (28) days to a position temporarily without an incumbent, the employee is considered to be available for such a replacement assignment if fewer than twenty-eight (28) days remain in their current assignment. However, for part-time employees, this provision only applies to assignments within their service or department.

6.08

Leaving an assignment

An employee may leave their assignment if it is modified following application of clause 22.27 of the national provisions of the collective agreement or if an employee on disability leave begins a progressive return to work in their position under clauses 23.29 e) and 23.45. In this case, the employee will be registered on the recall list. However, the employee may not leave their assignment after a second change in a leave without pay in order to extend parental leave as set out in clause 22.27 of the national provisions.

6.09

When a work schedule is prepared following the schedule planning period, an employee may be assigned in advance based on their stated availability for assignments of twenty-eight (28) days or less. Employees are responsible for consulting and respecting their work schedule.

6.10

An employee may refuse, without penalty, a one (1) day assignment if they have already worked five (5) consecutive days.

6.11

Honouring stated availability

An employee who regularly fails to honour their stated availability may be struck from the recall list.

6.12

Notice of assignment

For assignments lasting more than twenty-eight (28) days, the employer notifies, in writing, the employee who has taken a position temporarily without an incumbent as defined in article 4 of the local provisions of the collective agreement, the following details:

- a. the position title;
- b. the name of the employee who holds the position, if applicable;
- c. the probable duration;
- d. the salary.

The employer also makes such information available to the union.

6.13

Notice of end of assignment

When an employee holds an assignment or successive, consecutive assignments for more than six (6) months or for an indefinite period of time, the employer informs them, in writing, at least two (2) weeks before the end of the assignment.

6.14

For annual leave replacements beginning during the normal period as defined in clause 11.07 of the local provisions of this collective agreement, employees may be assigned to fill more than one position temporarily without an incumbent within such period. Such assignments are indicated within thirty (30) days following the posting of the annual leave program. The conditions of these assignments are subject to agreement between the employer and the union.

6.15

An employee may resign from their position to register on the recall list. However, they may not benefit from the provisions respecting voluntary transfers until a period of six (6) months has elapsed since their registration on the recall list.

Notwithstanding the foregoing, an employee may apply for a position identical to the one they left within this six (6) month period if no other candidate is found or if none of the candidates meet the normal requirements of the job after the staffing procedure for that position has been applied.

6.16

Orientation

If an orientation program of five (5) days or less is offered to employees on the recall list, the employer proceeds by order of seniority among those employees who, aside from the orientation requirement, meet the normal requirements of the job and have expressed an interest in orientation. An employee with less than thirty (30) days remaining in their current assignment may leave their assignment to take the orientation program. At the end of the program, they resume their assignment.

In the case where an orientation program of five (5) days or less is for a specific assignment, the employee must also be available for that assignment. In such a case, the orientation program is an integral part of the assignment.

Under the provisions of this clause, the employer is not required to provide orientation more than two (2) times during the fiscal year for employees registered on the recall list.

ARTICLE 7 – VOLUNTARY TRANSFERS

7.01

Unless otherwise stated, the employer posts all vacant and newly created positions covered by the accreditation, within ninety (90) days, excluding the months of June, July and August.

Barring exceptions, the parties agree not to post any positions in July or August.

However, if a vacant position is affected by one of the special measures set out in article 14 of the national provisions of the collective agreement, the position must be posted for a period not exceeding twelve (12) months from the date the employer notified the union in accordance with clause 14.10 of the national provisions of the collective agreement.

The employer makes the posting available for a period of ten (10) days, including two (2) weekends, in accordance with its established posting schedule.

At least twenty-four (24) hours before the start of the posting period, the employer forwards a copy of the job postings to the union.

7.02

Information that must appear in a job posting

The information that must appear in a job posting are:

- a) the job title and description on the list of job titles, job descriptions, rates and salary scales in the health and social services sector;
- b) the salary scale (minimum and maximum);
- c) the service(s) or department(s);
- d) the posting period;
- e) the status of the position (full-time or part-time);
- f) in the case of a part-time position, the minimum number of work hours per twenty-eight (28) day period;
- g) the home base, subject to the modification conditions hereinbelow;
- h) the work shift (stable or rotating; day, evening, night; day/evening, day/night, evening/night).

For the posting of a merged position, the employer specifies:

- a) the job title(s) and description(s) appearing on the list of job titles;
- b) the service(s), specifying where the position is located.

For the posting of a float team position, the employer specifies the territory where the employee must work.

The posting can also include, for information purposes:

- a) the requirements, which must be relevant and related to the nature of the duties;
- b) in the case of a merged position, the normal distribution of the work schedule among the services or departments, if applicable. (The merged position is deemed to belong to the

service or department where most of the work is normally performed. If the work is normally distributed equally, the employer determines the service or department where the merged position is deemed to belong.);

- c) automobile requirement;
- d) the work schedule, including weekends, if applicable;
- e) the name of the immediate superior;
- f) any other information about the position.

For a permanent increase in the number of hours for a part-time position, the parties meet to discuss the distribution of hours among employees in the same job title who hold part-time positions in the service or department.

7.03

Change in home base

If the needs of a service or department require administrative reorganization that would result in changing an employee's home base, without creating or abolishing positions, the employer informs the employees concerned in the service or department with the same job title, with the same status and in the same work shift by posting a notice at least sixty (60) days in advance.

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

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

The home base of an employee who does not volunteer may not be changed more than once in a twelve (12) month period.

7.04

Application

Before applying for a position, an employee may ask to see the posting and the list of applicants in accordance with the terms and conditions in effect. The employer makes the list of applicants available to the union.

If an employee is applying for more than one position during the same posting period, they must indicate their choices in order of preference.

7.05

Position vacant after posting

The employer makes the list of vacant positions available to the union and employees after they are posted.

7.06

Registry of positions

The registry of positions is an exception to the regular application procedure. Its purpose is to allow employees taking a leave covered by the collective agreement to add their name to the registry as employees interested in all posted positions.

The registration is valid only for the duration of an employee's leave and conditional upon the leave spanning all or part of the posting period. Registration on the registry of positions is considered to be an automatic application for the posted position.

The employee may remove their name from the registry at any time. The employer makes information about the registry of positions available to the union.

7.07

Awarding of positions

Positions are awarded to employees with the most seniority of all the applicants, provided that they meet the normal requirements of the job.

Notwithstanding the preceding clause, the duties of the team leader are assigned to the employee with the most seniority of all those with the experience, qualifications and aptitudes described in the posting. At the employee's request, the employer provides feedback concerning the selection process.

Employees may not hold two (2) part-time positions.

When an employee declines their initiation and trial period two (2) times in the same reference year (April 1 to March 31) to return to their former position, they will no longer be considered for any other position that may be posted until the end of the reference period.

7.08

Period and duration for posting an appointment to a position

The employer posts all appointments within twenty (20) days following the end of the posting period, if applicable, for a period of ten (10) days. The employer notifies the employee of their appointment in writing. The employer makes the notice of appointment available to the union.

The employee takes up the duties of the position they obtained no later than thirty (30) days following their appointment.

7.09

Initiation and trial period

The employee who is awarded the position is entitled to an initiation and trial period of a maximum of thirty (30) days.

In all cases, the employee who has been awarded a part-time position under this article is entitled to an initiation and trial period of a maximum of three (3) calendar months.

If the employee is retained in their new position, at the end of their trial period, they are deemed to meet the normal requirements of the job.

During this period, an employee who decides to return to their former position or is asked by the employer to return to their former position must do so as soon as possible without prejudice to their vested rights. If the employee was not a position holder, they will be re-registered on the recall list. However, an employee whose trial period is terminated by the employer may return to their assignment provided that the assignment period exceeds twenty-eight (28) days or that the assignment period is indefinite.

If the employee returns to their former position, the employer reposts the position in accordance with the established conditions.

7.10

Position awarded outside the accreditation unit

An employee who is awarded a position outside the accreditation unit maintains their rights over their former position for a maximum period of sixty (60) work days. During this period, they may return to their former position for which the accreditation was issued without prejudice to their vested rights.

7.11

Temporarily outside the unit

The following conditions apply to an employee who temporarily holds a management position or a non-union unionizable position in accordance with clause 4.15 of the national provisions of the collective agreement for the entire period of their assignment:

- a) an employee who temporarily holds a position outside the accreditation unit may do so for a period not exceeding twelve (12) months;
- b) the employer continues to deduct union dues from their pay, in accordance with article 5 of the national provisions of the collective agreement;
- c) at the end of their assignment, an employee who does not return to their position is deemed to have resigned from their position.

ARTICLE 8 – BUMPING PROCEDURE

8.01

In the case of bumping and/or lay-offs, the seniority of each salaried employee determines which employees will be affected by the bumping and/or layoffs as stipulated hereinbelow.

The employee whose position is abolished is the one with the least seniority in the service, with the same job title, the same status and same work shift. For employees with part-time status, the position with the number of hours corresponding to the restructuring needs is abolished.

1st step

At all times before applying steps 2, 3, 4 and 5, an employee may accept a vacant position that had already been posted and for which no candidate could be appointed insofar as the employee meets the normal requirements of the job.

If no vacant position could be assigned to the employee under the conditions set out in the previous paragraph, the employee will be offered all vacant positions before the same job title, status and shift are posted, insofar as they meet the normal requirements of the job.

2nd step

The employee in question may bump the employee with the least seniority in their service or department, in the same facility, with the same job title and status, but in a different work shift.

or

The employee in question may bump the employee with the least seniority in their service or department, in the same facility, with the same job title, with the same status and in the same work shift.

3rd step

The employee who could not bump in the 2nd step may bump the employee with the least seniority in their service or department, in the same facility, with the same job title and the same status from among the job titles for which they meet the normal requirements of the job, regardless of work shift.

4th step

The employee who could not bump in the 3rd step may bump the employee with the least seniority in the same job title and the same status in the facility of their choice from among the job titles for which they meet the normal requirements of the job.

5th step

The employee who could not bump in the 4th step may bump the employee with the least seniority in the same job title and the same status in the institution of their choice from among the job titles for which they meet the normal requirements of the job.

Each employee who has been bumped returns to the 1st step provided that there is an employee with less seniority.

8.02

A full-time employee may bump a part-time employee in accordance with the procedure set out in clause 8.01 if they could not bump another full-time employee who holds a position after applying the entire procedure set out in clause 8.01 and by agreeing to become a part-time employee.

8.03

If a part-time employee bumps another part-time employee, in addition to the rules set out in each of the numbered steps in this clause, they may bump a position-holder whose work hours are equal to or greater than the number of hours in the position they held. They may also bump a part-time employee whose work hours are less than the number of hours in the position they held.

8.04

A part-time employee may bump a full-time employee in accordance with the procedure set out in this article if they could not bump another part-time employee after applying the entire procedure set out in this subject. In such a case, the part-time employee agrees to become a full-time employee.

8.05

A part-time employee who has two (2) part-time positions is not entitled to use the bumping procedure if only one of the positions they hold is abolished.

8.06

An employee affected by the bumping procedure receives a written notice and is given three (3) business days to make their choice. A copy of the notice is sent to the union.

8.07

An employee who is taking a leave in accordance with the national provisions of the collective agreement and is affected by the bumping procedure during their leave makes their bumping choice without waiting to return to work unless they can demonstrate that they are unable to do so.

8.08

Bumping in accordance with the preceding clauses can be simultaneous or successive.

8.09

An employee may waive bumping rights and register on the recall list, in which case they retain their seniority.

ARTICLE 9 – MANAGEMENT OF WORK HOURS AND WORK WEEK

9.01

Regular week

The number of work hours per week for each of the job titles is indicated in the list of job titles and spread out over a maximum of five (5) work days.

9.02

Work week

For calculation purposes, the work week is based on the calendar week, i.e. from Sunday at midnight to Saturday at 11:59 p.m.

9.03

For the purposes of this agreement, “weekend” means Saturday and Sunday.

9.04

Meal period

The time allotted for a meal is a minimum of thirty (30) minutes and a maximum of one (1) hour. The time allotted for meals is established by the immediate superior based on the needs of the service or department, taking into account, if possible, the preferences of the employees concerned.

An employee is not obliged to have their meals at the institution unless required to do so by the employer. In such a case, the employee is remunerated in accordance with the rates set out in the national provisions of the collective agreement.

9.05

Rest periods

The time when rest periods may be taken is determined by the employee’s immediate superior, in accordance with the needs of the service or department.

An employee may not take their rest periods either at the beginning or at the end of their work day.

After agreement with their immediate superior, employees may extend their meal period with their rest period(s).

9.06

Weekly rest

All employees are granted two (2) full days of rest per week, consecutively if possible. A “day of rest” means a period of twenty-four (24) hours.

9.07

Number and distribution of weekends

The employer gives employees as many weekends off as possible. However, employees are entitled to at least one weekend off every two (2) week period.

The obligation described in the preceding clause does not apply in special situations or situations where a staffing shortage does not allow the employer to guarantee employees one (1) weekend off every two (2) calendar weeks. However, employees are entitled to at least one (1) weekend off every three (3) weeks.

9.08

Exchange of work schedules

Two (2) employees with the same job title and working in the same service or department may exchange their days off and their established work schedules provided that they meet the normal requirements of the job, subject to the consent of their immediate superior, who may not refuse without a valid reason. The national provisions of the collective agreement set out in article 19 do not apply in this case.

9.09

Posting of the work schedule

The work schedule is established by the employer in accordance with the needs of the service or department.

Planned work schedules, including days off and work shifts, are established by the employer in accordance with the needs of the service or department and taking into account the preferences expressed by the employees. They are posted at least five (5) weeks in advance in the usual places, for a period of two (2) weeks and cover a period of at least four (4) weeks.

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

9.10

Changes to the work schedule

The employer may not modify the work schedule without giving a notice of seven (7) calendar days, except with the consent of the employee(s) concerned.

9.11

Management of the work schedule

A. Flexible schedule

After agreement in writing, the employer, the employee and the union may modify the distribution of hours worked daily in order to permit employees to choose their arrival and departure time (flexible schedule) outside a period of mandatory work attendance (fixed schedule), five (5) days

per week, the whole totaling the equivalent number of hours scheduled for their job title for one (1), two (2) or four (4) weeks. This type of arrangement must never result in overtime.

B. Compressed schedule

The employer, the employee and the union may agree, in writing, to conditions for a compressed schedule so that the employee can increase their number of daily hours and thereby have a day off during a fourteen (14) day period.

At all times, the parties may agree on any other form of work time management.

9.12

Weekly limit

Employees may not be subject to more than two (2) different work shifts per week, unless they consent to do so.

Employees may not be subject to a work schedule consisting of more than five (5) consecutive work days, unless they consent to do so.

9.13

Split shifts

The employer strives to reduce the use of split shifts as much as possible.

If a split shift system exists, the span of hours involved are set in accordance with the needs of the service or department and may not exceed eleven (11) hours.

9.14

Rotating shifts

In situations where there is a shortage of regular evening or night personnel, rotating shifts are based on the needs of the service or department, with priority given to employees who volunteer. If there are none, the employees alternate.

In services or departments where there are rotating shifts among employees, the employer awards stable evening or night shifts to employees who request them. In such a case, employees may not be subject to the rotating shift system unless absolutely necessary.

Employees may request to resume rotating shifts.

In the cases described in the preceding clause, the employee gives the employer a four (4) week notice and the employer posts it in the service or department. During this notice period, the employees in the service or department may apply for an evening or night shift and, at the end of that period, the shift is awarded to the employee with the most seniority from among those who requested it.

9.15**Skills upgrading**

In order to give employees the opportunity to upgrade their skills, employees who have been assigned to evening or night shifts regularly for one (1) year may be assigned to daytime work shifts, after agreement with the employer, for a period not exceeding thirty (30) consecutive days per year.

9.16**Time management**

Employees may not be subject to more than one (1) time management system.

ARTICLE 10 – TERMS AND CONDITIONS GOVERNING OVERTIME, CALLBACK AND AVAILABILITY

10.01

If overtime work must be done, the employer offers it, in turn, to the available employees who normally do the work.

Overtime is offered in the following order to:

1. employees who hold a position in the service or department;
2. other employees who normally do the work in the service or department;
3. other employees at the facility;
4. employees at other facilities within the institution.

Once an employee has agreed to work overtime, the employer may not withdraw the overtime without giving a notice of twenty-four (24) hours, unless the employee consents.

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

However, in unforeseen situations or in emergency situations or two (2) hours before the start of the overtime shift, the employer can offer overtime to the employees on site.

For the purposes of allocating overtime shifts equitably, each time an employee refuses to work overtime, they are considered to have worked the overtime shift offered.

10.02

When the needs of a service or department require staff to be on standby, the employees are required to be available, in turn, unless:

- a. a sufficient number of employees have volunteered;
- b. an insufficient number of employees have volunteered to cover all needs, in which case, the other employees will only be called to fill those needs.

10.03

An employee on standby who is not required to remain on the premises notifies the employer as to where they may be reached. However, the employee must be able to reach the institution within a maximum of (30) minutes.

The employer is not required to honour the employee's expressed wishes unless the employee can reach the institution within approximately thirty (30) minutes.

10.04

The employer provides employees on standby with a communication device. The employees are responsible for ensuring that their communication device is in good working order.

ARTICLE 11 – STATUTORY HOLIDAYS, FLOATING DAYS AND ANNUAL VACATION

11.01

Statutory holidays

Employees are entitled to the following holidays:

- F1 Canada Day
- F2 Labour Day
- F3 Thanksgiving
- F4 Remembrance Day (floating day)
- F5 Christmas Day
- F6 Christmas Eve or Boxing Day
- F7 New Year’s Day
- F8 New Year’s Eve or day after New Year’s Day
- F9 2nd Friday of February
- F10 Good Friday
- F11 Easter Monday
- F12 Victoria Day
- F13 Saint-Jean-Baptiste Day

The employer consults with the union no later than April 1 of each year regarding the choice of dates and makes the list of statutory holidays available on or around April 30.

Floating days are accumulated as set out in clause 11.01. However, employees may take a floating day any time between July 1 and May 31, even if the day has not yet been accumulated. If an employee who is not permitted to accumulate statutory holidays leaves, changes status or takes a leave in accordance with the collective agreement and takes a floating day in anticipation, the employer will recover any surplus amounts paid based on the employee’s work attendance.

11.02

The employer allocates statutory holidays equitably among the employees in the same service or department.

For the allocation of these days, the parties agree to alternate from year to year among employees, unless they agree otherwise.

11.03

Employees are entitled to at least four (4) consecutive days of leave either at Christmas or New Year’s.

11.04

All employees are entitled to a statutory holiday either on Christmas Day or New Year’s Day and cannot be required to work on that day.

However, if an employee wants to work during the Christmas and New Year's holiday period, they must make their request in writing, and the employer may consent, taking into account the needs of the service or department.

11.05

Employees may accumulate a bank of five (5) statutory holidays, which must be taken no later than May 31 and used after agreement with the employer.

Unless an employee advises otherwise, holidays that are accumulated but cannot be taken on the date scheduled as a result of the employee being on disability leave are postponed to a date to be determined by agreement with the employer.

The employer strives to extend weekends with accumulated holidays.

11.06

Floating days

Floating days are taken on the date agreed to by the employee and the employer, taking into account the needs of the service or department.

11.07

Annual vacation

The period between June 1 and September 30 of each year is considered to be the normal period for taking annual vacation.

11.08

Employees may take their annual vacation outside this normal period after agreement with the employer, who may not refuse without a valid reason. No annual vacation is granted for the weeks of Christmas or New Year's, unless the needs of the service or department permit.

11.09

For employees who wish to take their annual vacation during the normal annual vacation period, the employer posts, no later than March 1, a list of employees with their seniority and the amount of annual vacation to which they are entitled, as well as a sign-up sheet. Employees must indicate their preference on the sheet no later than March 15. The parties agree to meet no later than March 1 to discuss possible issues, if any.

11.10

For employees who wish to take their annual vacation outside the normal annual vacation period, the employer posts a second sheet no later than September 1, and the employees must indicate their preference no later than September 15.

11.11

In all cases, the employer determines the annual vacation date, taking into account the employees' preferences and seniority but applied by job title, service or department where they hold a position or in the service or department to which they have been assigned for more than twenty-eight (28) days, as well as by work shift. However, seniority and preference prevail for only one choice of continuous vacation within each of the two (2) annual vacation periods, i.e. within the normal period and outside the normal period. The employer takes all necessary means to ensure that seniority is honoured when the preferences initially indicated cannot be granted.

11.12

Annual vacation may be taken as consecutive or single days, at the employee's discretion. Each period will be for at least one (1) week. However, an employee may choose to split one (1) annual vacation week, in which case those days will be taken outside the normal annual vacation period and after agreement with the employer.

An employee who is entitled to more than twenty (20) annual vacation days under article 21 of the national provisions of the collective agreement may take additional consecutive or single days.

At the request of an employee, the annual vacation period begins or ends with one (1) complete weekend off.

11.13

The annual vacation plan is posted no later than April 1 for the normal annual vacation period and no later than October 1 for the period outside the normal period. The annual vacation plan may not be modified.

11.14

Two (2) employees holding the same title and working in the same service or department who are entitled to the same number of annual vacation days may exchange their annual vacation dates with the consent of their immediate superior.

11.15

An employee who is unable to take their annual vacation during the normal period because of a disability, work accident, work-related injury or preventive leave (in the case of an employee who is pregnant or breastfeeding) occurring before their annual vacation period begins may postpone their vacation period to a later date. However, they must inform their employer of this before the date set for their annual vacation period, unless it is impossible to do so as a result of their incapacity, and their annual vacation period will be postponed automatically. In such a case, the employee must prove as soon as possible that it was impossible for them to do so due to their incapacity. In all cases where annual vacation is postponed, the employer determines the new annual vacation date upon the employee's return, taking into account the preferences indicated by the employee.

11.16

If an employee is transferred, promoted, demoted or bumped before taking their annual vacation, they will take their vacation as planned unless the employer is able to prove that their taking vacation will disrupt service. In such a case, the employee will take their annual vacation on the planned annual vacation dates of the employee they are replacing or on any other date agreed with the employer.

11.17

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

11.18

Annual vacation pay is paid to employees according to the same conditions as for regular pay periods unless the employee makes a special request to have their annual vacation paid in advance when the annual vacation sign-up sheet is posted. In such a case, the annual vacation pay is paid to the employee together with the pay that precedes their vacation period.

ARTICLE 12 – LEAVE WITHOUT PAY

12.01

Leave without pay – four (4) weeks or less

After agreement with the employer, an employee with at least one (1) year of service may obtain, once a year, outside the normal annual vacation period, a leave without pay for a period not exceeding four (4) weeks, provided that they make a request, in writing, at least one (1) month in advance. This leave without pay can be split into four (4) periods, each lasting a minimum of one (1) week.

The employer responds to any request for leave without pay within ten (10) days of receiving the request.

12.02

Leave without pay – more than four (4) weeks

After agreement with the employer, an employee who holds a position and has completed at least five (5) years of service may obtain, once every five (5) year period, a leave without pay totaling not more than fifty-two (52) weeks, including the leave without pay set out in clause 12.01. To obtain this leave, the employee must submit a request, in writing, to the employer at least sixty (60) days in advance and specify the duration of the leave.

The employer responds to all requests for leave without pay within twenty (20) days of receiving the request.

The following conditions apply to leaves without pay lasting more than four (4) weeks:

a) Annual vacation

The employer pays the employee the annual vacation days accumulated up to the start date of the leave.

b) Accumulated statutory holidays

The employee takes their accumulated statutory holidays before the start of their leave without pay. The dates to be taken are determined after agreement with the employer.

c) Returning to work

Once their leave without pay has terminated, the employee may return to their position with the employer provided that they notify the employer, in writing, at least thirty (30) days in advance. If they fail to do so, they are considered to have voluntarily resigned from their position. They are then registered on the recall list and must provide their minimum availabilities on the date of their return, or they will be considered to have resigned from their job.

If the position that the employee held when they left is no longer available, they may benefit from the provisions related to the bumping and/or lay-off procedure.

If the above mechanism is not used although it could have been, the employee will be considered to be registered on the recall list.

Employees may terminate their leave without pay before the scheduled end date provided that they notify the employer, in writing, of their intention at least fourteen (14) days in advance. If the position that the employee held before leaving is temporarily filled, their name will be added to the recall list until that position becomes available or until their initially scheduled return date.

d) Voluntary transfers

Employees may apply for and obtain a position in accordance with the provisions set out in article 7, provided that they begin their new position within a maximum of thirty (30) days of their appointment. If the employee obtains the position, the notice described in paragraph c) will be deemed to be given.

12.03

Part-time leave without pay

After agreement with the employer, an employee who holds a full-time position and has completed at least one (1) year of service may obtain a part-time leave without pay for a minimum of eight (8) weeks and a maximum of fifty-two (52) weeks once every five (5) year period. At the time of their request, the employee must specify the duration of the leave. This part-time leave without pay may not exceed three (3) days per week.

To obtain such a leave, the employee must submit a request, in writing, at least four (4) weeks prior to their departure and specify the duration of the leave requested. Once the leave has been granted, its duration and conditions may not be modified without the consent of the employer and the employee concerned. However, if, during the part-time leave without pay, the employee obtains a new position, their part-time leave without pay ends when they begin their new position.

12.04

Part-time leave with exchange of positions

After agreement with the employer, who cannot refuse without valid reason, an employee who holds a full-time position and has at least one (1) year of service may obtain a partial leave without pay for a minimum period of eight (8) weeks and a maximum period of fifty-two (52) weeks, provided that they submit a request, in writing, at least four (4) weeks in advance.

To benefit from such part-time leave, the employee must be able to exchange their full-time position with the position of another part-time employee with the same job title and in the same service or department. The positions are exchanged on the condition that the employees concerned meet the normal job requirements of the positions to be exchanged. If the exchange cannot be made, the employee, the union and the employer may agree to any other arrangement.

The two (2) employees concerned may decide, if they agree, to resume their respective positions.

At the end of such part-time leave, the employees concerned by the exchange of positions return to their respective positions. If, during the leave period, either one of the employees ceases to hold their position, the full-time leave ends the day before they cease to hold their position, unless the two parties agree to make other arrangements.

12.05

Leave without pay for studies

After agreement with the employer, an employee who has at least one (1) year of service may obtain a leave without pay or a partial leave without pay for studies for a maximum period of thirty-six (36) months for academic upgrading or pursuit of occupational training courses applicable to the health and safety services sector. The employee must submit a request, in writing, at least thirty (30) days before the start of the leave requested.

A partial leave without pay may be obtained after agreement with the employer by reducing the number of days of work per two (2) week period.

Before the start of such leave, the employee must provide supporting documents to the employer attesting to their studies, as well as the start and end date of the studies.

If the leave without pay exceeds thirty (30) calendar days, the employee must notify the employer, in writing, of their intention to return to work at least thirty (30) days before the effective date of their return to work.

12.06

Leave without pay for teaching

In order to allow high schools, CEGEPs and universities to benefit from the contribution and experience of employees working in the health and social services sector, an employee who has at least one (1) year of service may obtain a leave without pay or a partial leave without pay for a maximum period of twelve (12) months to teach in a discipline specifically oriented towards the health and social services sector, after agreement with the employer and submitting a request, in writing, to the employer at least four (4) weeks in advance.

Before the start date of such leave, the employee provides supporting documents to the employer attesting to their teaching engagement, as well as the start and end date of the engagement.

Before the end of such leave without pay or partial leave without pay, after agreement with the employer, the leave without pay may be renewed for a period of no more than twelve (12) months.

During a maximum period of one (1) year, the position of the employee on leave without pay may not be posted or be considered as a position temporarily without an incumbent.

At the end of their leave or anytime before the end, during the first year, the employee may return to their position at the employer provided that they notify the employer, in writing, at least thirty (30) days in advance; during the second year, if applicable, they may return to the recall list by giving prior notice of thirty (30) days to the employer.

12.07

Leave without pay to hold public office

An employee who takes up public office may obtain a leave without pay, the conditions and duration of which are set out in the various laws in effect.

12.08

Leave for marriage or civil union

An employee who takes advantage of the leave for marriage or civil union in accordance with the national provisions of the collective agreement may obtain a leave without pay of one (1) week, which may be used to extend the leave for marriage or civil union provided that they submit a request, in writing, to the employer at least four (4) weeks in advance. This leave without pay may not immediately precede or follow annual leave if taken during the normal annual leave period.

ARTICLE 13 – DEVELOPMENT OF HUMAN RESOURCES

13.01

Statement of principle and definition

The expression “development of human resources” means the integrated and continual processes by which employees acquire the knowledge (know-how) and develop the additional competencies and skills (expertise) and attitudes (soft skills) required to perform their current and future duties.

The development of human resources seeks to meet the needs of the institution and the needs of the employees affected by the institution’s mission and the changing orientations of the network for improved service delivery in response to clients’ needs.

The development of human resources is assured through different types of development activities relating to the institution’s human resources development and for which there exists a budget, determined in accordance with article 13 of the national provisions of the collective agreement.

13.02

Orientation

The purpose of integration and orientation activities is to integrate employees and help them become familiar with their new duties and workplace:

A) Orientation for newly hired employees

The employer establishes, for newly hired employees, an integration and orientation program, which must begin on the first day of work.

These activities are organized using the employer’s resources and are not included in the human resources development budget described in the national provisions of the collective agreement.

B) Orientation of employees on the float team and the recall list

When, for the purpose of making possible replacements in a specific service or department, the employer decides to offer an orientation program to employees, the program is offered to the employees of the float team and those on the recall list.

If it is decided to offer the program to the employees on the float team, the employees are selected by order of seniority from among the employees who meet the normal requirements of the job. If it is decided to offer the program to the employees on the recall list, the employees are selected in the same way.

These activities are organized using the employer’s resources and are not included in the human resources development budget described in the national provisions of the collective agreement, except in the case of orientation training.

13.03

On-the-job training

The purpose of on-the-job training is, on the one hand, to help employees maintain the competencies necessary to fulfill their duties or to introduce new devices or techniques from time to time and, on the other hand, to provide more in-depth training to employees so that they can increase their competency in the fields or disciplines related to the delivery of health and social services.

13.04

Human resources development committee

A human resources committee must be created within sixty (60) days of the effective date of the local provisions of the collective agreement. It must be composed of two (2) members from the employer side and two (2) members from the union side. The parties may however agree to be assisted by additional representatives.

The committee determines the functioning and holding of meetings. The committee members designated by the union are liberated in accordance with the terms and conditions set out in clause 6.05 of the national provisions of the collective agreement.

The mandate of the human resources development committee is to make recommendations to the employer concerning the different aspects of the human resources development plan, particularly in terms of:

- a. identifying human resources development needs;
- b. developing the plan for on-the-job training activities after consulting with the employees in order to appropriately meet the needs identified;
- c. allocating the amounts budgeted for on-the-job training among the employees in different workplaces, taking into account the priority needs identified by the employer as well as the employees' preference;
- d. determining how this plan is to be applied;
- e. determining the criteria for selecting the employees who will benefit from the plan.

The on-the-job training activity plan is forwarded to the committee members. Annually, at the end of each year, the employer then forwards them the available amount determined in accordance with the parameters set out in the national provisions of the collective agreement.

Once the plan is adopted, the employer informs the committee of any request for changes to said activity plan that may arise during the reference year.

This budget is used to reimburse participating employees their salaries, fringe benefits, educational fees, travel expenses, meals and living expenses.

13.05

Work schedule

For the purposes of participating in the human resources development activities, the employer plans the schedules of employees who work evening and night shifts in order to comply with the national provisions of the collective agreement relating to the minimum interval.

13.06

Travel

The employer informs employees of their registration in a training activity and of the place where it is being held, as well as the related conditions and benefits, insofar as possible at least seven (7) days in advance.

ARTICLE 14 – ACTIVITIES WITH USERS OUTSIDE THE INSTITUTION

14.01

The particular working conditions applicable to employees required to accompany users for an outside activity lasting more than twenty-four (24) hours are subject to a prior agreement between the parties.

ARTICLE 15 – LOCAL COMMITTEES

15.01

The union and the employer may constitute, as needed, any committee to discuss and consult on various topics of local interest. These committees' operating procedures, mandates and composition are established between the parties.

ARTICLE 16 – ETHICAL STANDARDS OF THE PARTIES

16.01

The employer treats employees fairly and the union encourages them to do satisfactory work.

16.02

The parties undertake to maintain and develop labour relations based on the principles of respect and collaboration and to maintain a civil workplace that is free of violence. They also undertake to promote good relations between them and employees, as well as to facilitate the resolution of labour relations issues.

The parties place communications at the centre of their concerns.

ARTICLE 17 – DISPLAY OF NOTICES

17.01

The employer provides thirty (30) locked notice boards, distributed evenly across the institution's facilities, for the union's exclusive use.

The employer determines the location of the boards after consulting with the union.

In the event that the employer adds facilities to its institution, the parties meet to agree on the new boards.

17.02

The content of notices must respect the ethical standards upheld by both parties.

ARTICLE 18 – PROFESSIONAL ORDERS

18.01

If applicable, the parties meet to define the terms and conditions hereunder.

ARTICLE 19 – PROFESSIONAL PRACTICE AND LIABILITY

19.01

If applicable, the parties meet to define the terms and conditions hereunder.

ARTICLE 20 – TRANSPORTATION OF USERS

20.01

Employees responsible for accompanying users outside the institution receive the following remuneration and allowances:

- a) An employee is considered to be at work for the time during which they accompany the user as well as the time returning to their home base or the facility from which they left, if that is not their home base, unless otherwise agreed with their manager. They must therefore be remunerated in accordance with the national provisions of the collective agreement, including the overtime rate if the duration of their regular work and/or the accompaniment period or return exceeds their normal work period in the same day.
- b) Once the employee has dropped off the user, they must return to their home base or the facility from which they left, if that is not their home base, as soon as possible and by the means of transportation determined by the employer, unless otherwise agreed with their manager.
- c) The employee is deemed to be available during the waiting period preceding the trip and will therefore be remunerated based on article 19 of the national provisions of the collective agreement.
- d) The employer reimburses the employee their travel and living expenses upon presentation of supporting documents, in accordance with the standards set out in article 27 of the national provisions of the collective agreement.

ARTICLE 21 – LOSS AND DESTRUCTION OF PERSONAL BELONGINGS

21.01

If an employee is the victim of an accident while performing their duties, the employer replaces or repairs any personal belongings that have been damaged or destroyed and are normally used as part of their work.

However, the employee must submit their claim to the employer no later than seven (7) calendar days following the incident, unless it is impossible for them to do so within that timeframe.

The employer reimburses the employee within forty-five (45) days of receiving the claim.

ARTICLE 22 – UNIFORMS

22.01

If the employer requires the employee to wear a uniform, the employer is responsible for providing the uniform and its upkeep. However, when the employer is unable to provide and/or maintain the uniforms it requires its employees to wear, the union and the employer meet to agree by local agreement on the applicable terms and conditions.

22.02

Whenever possible, the employer consults the union regarding the choice of style, colour, cut and fabric of the uniforms.

22.03

The employer and the union agree by letter of agreement on the following aspects:

- a. the number of uniforms;
- b. the uniform pieces provided;
- c. the amount reimbursed for maintenance;
- d. the amount reimbursed for safety shoes or boots when they are required by the employer.

ARTICLE 23 – LOCKERS AND DRESSING ROOM

23.01

Insofar as possible, the employer provides employees with lockers that can be locked and in which they can place their clothes.

23.02

Where permitted on the institution's premises, the employer provides a dressing room for employees.

ARTICLE 24 – PAYMENT OF SALARIES

24.01

The employer includes the following information on payslips:

- the employer’s name;
- the employee’s first and last name;
- the employee number;
- the job title;
- the date of the pay period and the payment date;
- the number of hours paid at the regular rate;
- overtime hours worked during this period;
- the type and amount of premiums, allowances and other additional amounts paid;
- the salary rate;
- the gross salary amount;
- the type and amount of deductions made;
- the net salary amount;
- the number of accumulated sick days;
- the number of accumulated statutory holidays;
- accumulated seniority;
- the number of hours accumulated in accordance with clause 19.03 of the national provisions of the collective agreement if permitted by the system at no additional cost.

24.02

Salaries are paid via direct deposit every second (2nd) Thursday.

24.03

In the event of a pay error of thirty dollars (\$30) or more attributable to the employer, the employer will correct the error within five (5) business days of the error being reported by the employee.

24.04

In the event of a pay error involving a surplus amount paid to the employee by the employer, the employer will recover the amount according to the terms agreed to with the employee. In the absence of an agreement, the amount will be recovered at a rate of thirty dollars (\$30) per week.

Notwithstanding the foregoing, the employer may only recover the surplus amounts paid over the six months prior to reporting the error to the employee.

24.05

Amounts owing at departure

The employer pays the employee, via direct deposit, the amounts owing, including fringe benefits, on the pay following the employee’s departure.

ARTICLE 25 – CREDIT UNION

25.01

At the request of the employee, the employer makes deductions at source on behalf of the Caisse Desjardins du Réseau de la santé.

ARTICLE 26 – TRAVEL ALLOWANCES

26.01

The home base is determined by the employer based on the following criteria:

- a) the place where the employee normally performs their duties;
- b) the place where the employee regularly receives their instructions;
- c) the place where the employee reports on their activities.

26.02

Allowances to be paid are calculated based on the employee's assigned home base.

Mileage reimbursed is based on the necessary distance actually traveled by the employee in performing their duties.

26.03

Notwithstanding the foregoing, when an employee must travel from their home to a workplace other than their home base, without passing by it, they will only be reimbursed for the time and distance exceeding what they must normally travel between their home and their home base, in either direction, as stipulated in article 27 of the national provisions of the collective agreement.

Notwithstanding the preceding clause, an employee on the float team who is assigned to a facility in their territory other than their home base is not reimbursed for their time and mileage between the two. It is moreover agreed that if they must travel during the same day to a different facility from the one to which they are assigned, the travel expenses set out in article 27 of the national provisions of the collective agreement apply.

It is moreover agreed that the terms and conditions set out in the preceding clause also apply for employees who have a merged position when they work in the second facility covered in their position.

The employer determines whether or not the employee must pass by their home base.

26.04

If the employee does not use their own automobile, the employer determines their means of transportation.

26.05

When the use of a personal automobile is no longer required owing to a change in the nature of the employee's duties, the new tasks assigned or the short distance required by the employee's duties, the employer informs the employee, in writing, thirty (30) days in advance if possible.

26.06

Subject to the provisions relating to the meal and travel allowances described in the national provisions of the collective agreement, employees are entitled to meal allowances when they must travel from their home base and cannot return within a reasonable amount of time to their home base, their home, or any other of the employer's facilities where meals are provided.

ARTICLE 27 – DURATION AND APPLICATION OF THE LOCAL PROVISIONS OF THE COLLECTIVE AGREEMENT

27.01

These local provisions take effect on February 3, 2019.

27.02

The employer offers employees from the certification unit four (4) consecutive days off for the 2018-2019 holiday period.

27.03

The parties agree that the local provisions in effect before signing will continue to apply until the anticipated effective date of the new local provisions.

In witness whereof, the local parties have signed in Montréal on January 28, 2019.

CIUSSS ODIM

**SERVICE EMPLOYEES UNION
LOCAL SECTION 298 (FTQ)**

**Jean-François Miron
Director of Human Resources,
Communications and Legal Affairs**

**Jonathan Deschamps
President, CUPE-2881**

**Karine Larocque
Labour Relations Chief of Staff**

**Fanny Demontigny
Recording Secretary, CUPE-2881**

**Martine Savard
Negotiating Committee Member, CUPE-2881**

**Alexandre Prigent
CUPE National Representative**