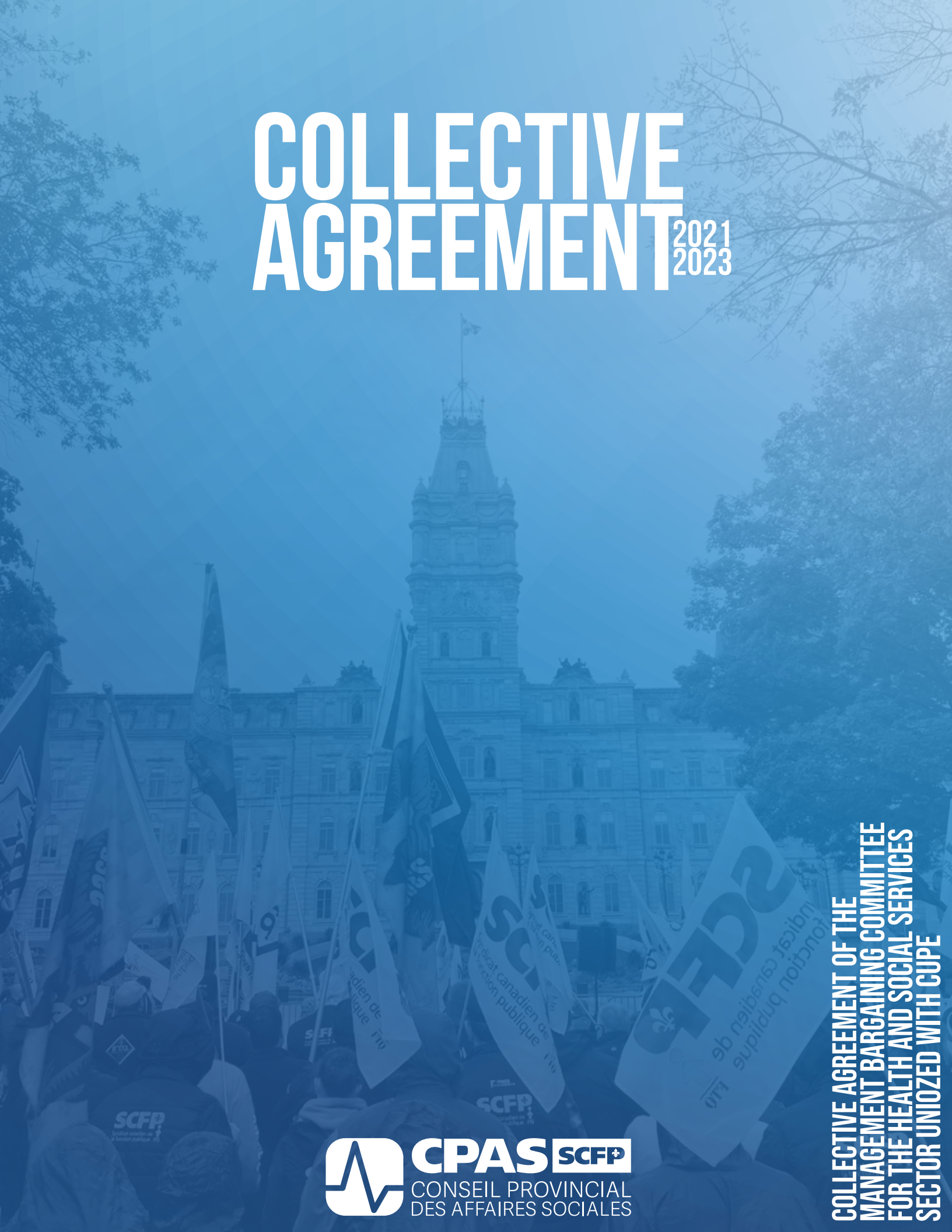
COLLECTIVE AGREEMENT 2021 2023



CPAS SCFP
CONSEIL PROVINCIAL
DES AFFAIRES SOCIALES

COLLECTIVE AGREEMENT OF THE MANAGEMENT BARGAINING COMMITTEE FOR THE HEALTH AND SOCIAL SERVICES SECTOR UNIOZED WITH CUPE

COLLECTIVE AGREEMENT

Reached between

**THE COMITÉ PATRONAL DE NÉGOCIATION
DU SECTEUR DE LA SANTÉ ET DES SERVICES SOCIAUX**

(Management bargaining committee for the health and social services sector)

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES (FTQ)

October 24, 2021
March 31, 2023

SCFP	Signature	Effective Date	Expiry
	21-10-2021	24-10-2021	31-03-2023

TABLE OF CONTENTS

PART I

ARTICLES

ARTICLE 1

DEFINITION OF TERMS

1.01 1- Employee

Designates any person included in the bargaining unit who works for the employer and receives remuneration for that work or who is on a leave of absence authorized under this collective agreement. The term also includes a “union officer on leave” as provided in article 6 of this collective agreement.

An employee who temporarily holds a position outside the bargaining unit continues to be covered by the collective agreement. However, the employer’s decision to return that employee to her/his regular position cannot be the subject of a grievance.

2- Full-time employee

Designates any employee who works the number of hours provided in her/his job title.

The parties may decide by local agreement that an employee on the recall list who has been given a full-time assignment that is expected to last six (6) months or more, will, at her/his request, be considered a full-time employee for that period. LljaL

3- Part-time employee

Designates any employee who works fewer hours than the number provided in her/his job title. A part-time employee who exceptionally works the total number of hours provided in her/his job title continues to have the status of a part-time employee.

4- Position

When the term "position" is used, its definition is the one negotiated and agreed upon at the local level.

If two (2) or more part-time employees perform work covered by the same job title in the same service or department, the employer must create a full-time position, provided that the part-time employees’ hours of work are compatible, they do not result in the application of clause 7.10 on change of work shift, and they constitute a normal, regular work week once juxtaposed.

In an initiation and trial period, an employee who decides to return to her/his former position or who is called on to return to her/his former position at the employer’s request does so without prejudice to her/his rights acquired in her/his former position.

5- Service

When the term "service" is used, its definition is the one negotiated and agreed upon at the local level.

6- Promotion

Designates the transfer of an employee from one position to another with a salary scale that has a higher maximum.

7- Transfer

Designates the transfer of an employee from one position to another, with or without a change in job title, with a salary scale that has an identical maximum.

8- Demotion

Designates the transfer of an employee from one position to another with a salary scale that has a lower maximum.

9- Accounting period

The fiscal year for health and social services institutions is divided into thirteen (13) periods. These periods are twenty-eight (28) days in length, except for the first (1st) and last. The first (1st) accounting period of a fiscal year starts on April 1 and the last one ends on March 31.

10- Spouse

Designates people who:

a) are married and living together;

b) live together in a civil union;

c) are of the opposite or the same sex and have been living together as if married and are parents of the same child;

d) are of the opposite or the same sex and have been living together as if married for at least one (1) year.

11- Dependent child

Designates a child of an employee, of her/his spouse or of both, who is unmarried and residing or domiciled in Canada, depends on the employee for support, and meets one of the following conditions:

- is under eighteen (18);
- is up to twenty-five (25) years old and attends a recognized educational institution as a duly registered full-time student;
- regardless of her/his age, becomes totally disabled at a time when she/he meets one of the above conditions and remains continually disabled as of that time.

1.02 Probation period

Any new employee is subject to a probation period. During this period, she/he is entitled to all the benefits of this collective agreement.

The terms of the probation period are negotiated and agreed upon at the local level.

However, in the event of dismissal, she/he is only entitled to use the grievance procedure once her/his probation period has been completed.

1.03 Position temporarily without an incumbent

When the term "position temporarily without an incumbent" is used, its definition is the one negotiated and agreed upon at the local level.

1.04 Recall list

When the term "recall list" is used, its definition is the one negotiated and agreed upon at the local level.

ARTICLE 2

MANAGEMENT RIGHTS

The union recognizes the employer's right to exercise his management and administrative duties in a manner that is compatible with the provisions of this collective agreement.

ARTICLE 3

GENERAL PROVISIONS

3.01 Purpose

The purpose of these provisions is to establish orderly relations between the parties, define good working conditions that ensure employees' safety and well-being, and make it easier to settle labour relations problems, thereby promoting good relations between the employer and the employees.

3.02 Computerized lists

Lists that the employer is required to transmit to the union under the provisions of the collective agreement are provided at the union's request, in computerized format if available.

ARTICLE 4

UNION RECOGNITION AND SCOPE OF APPLICATION

4.01 The employer hereby recognizes the union as the sole bargaining agent for the purposes of negotiating and concluding a collective labour agreement on behalf of all employees covered by the certification issued in accordance with the Labour Code (CQLR, c. C-27).

4.02 If a difficulty arises in interpreting the certification, the relevant legislative provisions will apply and no arbitrator will be called upon to interpret the meaning of that text.

4.03 No special agreement on working conditions differing from those provided in this collective agreement, and no special agreement on working conditions that are not provided in this collective agreement is valid between an employee and an employer unless it has received the written approval of duly mandated union officials.

4.04 Any resignation must be immediately communicated in writing to the union. An arbitrator may weigh the circumstances surrounding an employee's resignation and the significance of her/his consent.

4.05 The employer removes from an employee's file any notice of disciplinary action or reprimand that has been issued to her/him, after one (1) year has elapsed, provided that there has been no similar offence within the twelve (12)-month period. The one (1)-year period is extended by a period equal to that applicable to a continuous absence of more than thirty (30) days.

The employer immediately removes from the employee's file any notice of disciplinary measures or reprimands or part thereof for which an employee has won her/his case.

4.06 After making a request in advance, an employee may always consult her/his file in the presence of a union representative, if she/he so wishes. The employee may also, after requesting beforehand, obtain a copy of any relevant documents in her/his file when her/his grievance is submitted for arbitration or when she/he contests a decision reached in accordance with one of the following plans: Commission des normes, de l'équité, de la santé et de la sécurité du travail, Société de l'assurance automobile du Québec, Québec Pension Plan, Government and Public Employees Retirement Plan, Pension Plan of Peace Officers in Correctional Services, Employment and Social Development Canada, the crime victims compensation plan (Indemnisation des victimes d'actes criminels, IVAC), the Québec Parental Insurance Plan or during a disability lasting more than one hundred and four (104) weeks.

The file contains:

- her/his job application form;
- her/his hiring form;
- all deduction authorizations;
- disciplinary reports or notices;
- applications for promotions, transfers or demotions;

- health department reports sent to the personnel department regarding the employee's state of health;
- applications for promotions, transfers or demotions;
- a copy of industrial accident reports;
- notices of administrative measures stipulated in clause 4.13.

Employees working in a location other than the one that houses the personnel department will have access to their file in accordance with the procedure agreed upon locally by the parties.

4.07 An admission signed by an employee cannot be used against her/him before an arbitrator unless:

1- the admission was signed in the presence of a duly authorized union representative;

2- the admission was signed in the absence of a duly authorized union representative but was not disclaimed in writing by the employee within seven (7) days of its signing.

Suspensions

4.08 A) Suspension of more than two (2) days

In the event of a suspension of more than two (2) days, the procedure is as follows:

1- The suspension must be preceded by a meeting between the employer and the union, except if the union representative does not report to the meeting within five (5) days of being convened.

2- At this meeting, the employer will convey to the union and the employee, if the latter is present, the reasons that led to the disciplinary action.

If there is agreement between the employer and the union, such an agreement will be implemented with no other terms or conditions.

In the event of disagreement with the union, the employer may then proceed, after the meeting, to implement his decision. He then sends to the employee's last known address, in writing, the reasons and events that led to her/his suspension, within four (4) business days of implementing the disciplinary measure. The union is notified of the disciplinary measure within the same time limit.

Only the reasons and events stipulated in this notice or in any other subsequent notice may be used against an employee before an arbitrator. However, before the employer is allowed to invoke the reasons and events mentioned in any subsequent notice, he must inform the union of his intention to invoke them, at least ten (10) days before arbitration.

If the employer and the union disagree on the disciplinary measure, however, the employee or the union as such can appeal the decision using the grievance procedure stipulated in article 10; a copy of the grievance can then be sent by the union to the arbitrator, who must act as such in accordance with the procedure provided in this collective agreement.

B) Suspension of two (2) days or less

In the event of a suspension of two (2) days or less, the employer may proceed immediately in implementing the disciplinary measure. The employee maintains her/his right to appeal.

The employer notifies the employee in writing within four (4) business days of beginning to implement the disciplinary measure, of the reasons and events that led to her/his suspension. The union is notified of the measure within the same time limit.

If the union so desires, it may then meet the employer, who will inform the union of the reasons that led to the disciplinary measure.

Only the reasons and events stipulated in this notice or in any other subsequent notice may be used against an employee before an arbitrator. However, before the employer is allowed to invoke the reasons and events mentioned in any subsequent notice, he must inform the union of his intention to invoke them, at least ten (10) days before arbitration.

4.09 Dismissal

In the event of a dismissal not based on criminal or ethical grounds, the procedure is as follows:

1- The dismissal must be preceded by a meeting between the employer and the union, except if the union representative does not report to the meeting within five (5) days of being convened.

2- At this meeting, the employer explains to the union and the employee, if the latter is present, the reasons that led to the disciplinary action. If there is agreement between the employer and the union, the agreement is implemented with no other terms or conditions.

In the event of disagreement with the union, the employer may proceed, after the meeting, to implement his decision. He then forwards to the employee's last known address, the reasons in writing that led to the dismissal, within four (4) business days of beginning to implement the disciplinary measure. The union is notified of the measure within the same time limit.

Only the reasons and events invoked in the said notice or any other subsequent notice may be used against an employee before an arbitrator. However, before being allowed to invoke the reasons and events mentioned in any subsequent notice, the employer must forward that notice to the union at least ten (10) days before arbitration.

However, when the employer and the union disagree on the disciplinary measure, the employee or the union as such can appeal the decision using the grievance procedure mentioned in article 10; a copy of the grievance can then be sent by the union to the arbitrator, who must act as such in accordance with the procedure provided in this agreement.

In the event of dismissal on criminal or ethical grounds, the employer may proceed immediately in implementing the disciplinary measure.

However, within four (4) business days of beginning to implement the said disciplinary measure, a notice of dismissal is sent to the employee's last known address, and to the union.

If the union so desires, it can than meet with the employer. The latter informs the union of the reasons leading up to the disciplinary measure, if the employee so consents.

If there is disagreement over the disciplinary measure, the employee or the union as such can appeal the employer's decision using the grievance and arbitration procedures provided in this collective agreement.

If the employee allows the employer to tell the union the reasons and events leading up to her/his dismissal, only these reasons and events may be invoked against her/him in arbitration.

Arbitration on dismissals

In the event of dismissals referred to arbitration, if a decision is not rendered within fifteen (15) days of the date the employer and the arbitrator receive a copy of the grievance, the employee will start to receive the salary equal to that she/he would have received had she/he been working, as of the sixteenth (16th) day, until a decision is rendered. However, this amount may not exceed the equivalent of thirty (30) days' work.

4.10 A decision to impose a disciplinary measure, suspension or dismissal is communicated within thirty (30) days of the incident that prompted such action or, at the latest, within thirty (30) days of the employer being informed of all the relevant facts related to the incident. The employer gives the union a copy of such notices within the same time limit.

The thirty (30)-day deadline provided in the preceding paragraph does not apply if the decision to implement a disciplinary measure, suspension or dismissal results from a repetition of certain incidents or chronic behaviour on the part of the employee.

4.11 The employer gives the union a copy of any directives concerning working conditions issued by senior management or the personnel department that are intended for a group of employees or all employees.

Within three (3) days of a request to that effect, the employer gives the union a copy of any other directives concerning working conditions that are intended for a group of employees or all employees.

4.12 An employee who is called to a meeting with a representative of the employer concerning her/his employment relationship or job status, a disciplinary matter or a grievance settlement can insist on being accompanied by a union representative.

4.13 Administrative measures

An employer who implements an administrative measure that permanently or temporarily affects an employee's employment relationship other than through a disciplinary measure or a layoff must inform the employee in writing of the reasons and essential facts that led up to the measure, within four (4) business days of beginning to implement the measure. The union is notified of the measure within the same time limit.

4.14 Security officer

A security officer must not give directives to employees from other job titles covered by the certification in the performance of their duties.

4.15 Employees excluded from the bargaining unit must not fill any position covered by the certification that would result in layoffs. However, if after applying the provisions of this collective agreement, none of the employees in the bargaining unit had the necessary qualifications to fill a vacant position, it may be filled at the employer's discretion by one of the employees outside the bargaining unit.

4.16 Before seeking outside employees, the employer calls on employees from the recall list in accordance with the terms and conditions agreed upon locally.

ARTICLE 5

UNION SYSTEM AND CHECK-OFF OF UNION DUES

5.01 All employees who are members in good standing of the union on the date this collective agreement comes into force and all who subsequently become members maintain their union membership for the duration of the collective agreement as a condition for maintaining their employment.

5.02 All new employees must become members of the union within thirty (30) calendar days of their first (1st) day of work, as a condition for maintaining their employment.

5.03 For the duration of this agreement, the employer deducts from the pay of every employee the union dues set by the union or an amount equal thereto, and once every accounting period, remits the said dues to the union treasurer within fifteen (15) calendar days of deducting them. With each dues remittance, the employer prepares and provides, by electronic transmission, a detailed statement containing the following information:

- name of employee;
- employee number;
- address and telephone number;
- email address;
- main job title;
- status (full-time or part-time);
- service or department;
- work shift;
- salary;
- salary paid during the period;
- dues checked off;
- a record of temporary absences for the entire duration of the accounting period, and the reason code;
- hiring date of employees who were newly hired during the period;
- departure date of employees who left their position during the period;
- for part-time employees:
- number of hours worked, excluding overtime;
- number of annual vacation days taken;
- seniority accumulated.

If the current payroll system so permits, the employer also indicates:

- total regular pay;
- total salary insurance benefits;
- total remuneration that has been paid.

Any error made by the employer must be corrected by the following accounting period at the latest, and the nature of the corrections must be specified.

It is the employer's responsibility to ensure that this clause is implemented in full.

5.04 Upon receiving the new member's written authorization, the employer deducts each new member's initiation dues as set by the union and remits them to the union together with the dues provided in the preceding clause.

5.05 If either party should request that the Tribunal administratif du travail (Québec's administrative labour tribunal) rule on whether a person is included in the bargaining unit, the employer checks off the employee's union dues or the equivalent until the Tribunal's ruling has been handed down, and then remits them in compliance with that ruling.

This check-off is done at the beginning of the accounting period following the submission of a request to that effect.

5.06 The employer informs the union of vacant and newly created positions in accordance with the conditions negotiated and agreed upon at the local level.

The employer informs the union as soon as possible of the hiring of all new employees.

5.07 The amount of union deductions must appear on the T-4 and Relevé 1 slips, in accordance with the various regulations of the government ministries concerned.

ARTICLE 6

FREEDOM OF UNION ACTION

6.01 Within thirty (30) days of the date this collective agreement comes into force, the union gives the employer the names of its local officers, delegates, local representatives and grievance committee members. It also advises the employer of any change in this list within ten (10) days of the appointment or election of these members to the various positions.

6.02 External union activities

The days of union leave granted for any external union activity are drawn from the annual bank of union leaves established in proportion to the number of employees included in the bargaining unit, in accordance with the following table:

	Days of union leave with pay per year	
Number of employees in the unit on January 1 of each year	**Institution not resulting from an amalgamation pursuant to the Act**[1] [2]	**CISSS or CIUSSS**
1-50	20	50
51-100	30	80
101-200	35	95
201-300	45	135
301-500	60	180
501-750	70	210
751-1 000	80	245
1,001-1,250	85	260
1,251-1,500	90	280
1,501-1,750	95	300
1,751-2,000	105	320
2,001-2,250	110	330
2,251-2,500	115	345
2,501-2,750	120	355
2,751-3,000	125	365
3,001-3,250	130	370
3,251-3,500	135	375
3,501-3,750	140	385
3,751-4,000	145	400
4,001 or more	150	420

Such days do not include the time allotted for applying clauses 6.05 and 6.19.

[1] Act to modify the organization and governance of the health and social services network, in particular by abolishing the regional agencies, CQLR, c. O-7.2 (Bill 10).

[2] Including the Centre intégré de santé et de services sociaux des Îles.

After exhausting all the days of union leave established above, employees appointed by the union may be granted leave from work, without pay, to attend such activities. In that case, the employer continues to pay the employees' salaries, provided that the union reimburses their salaries and employee benefits and the employer's contribution to the employee benefit plans.

6.03 To take advantage of the leaves mentioned in clause 6.02, the union will give the employer a written request signed by its representative, at least ten (10) days in advance. This request must contain the names of the employees on behalf of whom the leave is requested as well as the nature, duration and location of the union activity for which the request is made.

In the event that, for unforeseeable or urgent reasons, the stipulated ten (10) calendar days of notice for leave for union activities cannot be given, the union will indicate in writing the reasons for which the ten (10) days' notice could not be respected.

The work schedules of these employees are in no way modified as a result of the said leaves, except by agreement between the parties.

6.04 Subject to clause 6.20, it is agreed that no more than two (2) members of the same service or department may obtain leave at the same time for the reasons provided in clause 6.02 of this collective agreement.

6.05 An employee who is a member of a joint national, regional or local committee composed of representatives appointed by the government and/or the employer on the one hand and by the union on the other, will be entitled to take time off from work, without loss of pay, in order to attend meetings of this committee or to do work required by this committee.

The work schedules of these employees are in no way modified as a result of the said leaves, except by agreement between the parties.

6.06 Leave without pay for union duties

Any employee called upon by the union or the federation with which her/his union is affiliated to perform permanent union duties [minimum of three (3) months] will retain and accumulate her/his rights seniority and rights as of the date of her/his departure, but will neither receive nor acquire any salary or benefits from the employer.

The union must request such leave without pay in writing, at least fifteen (15) days in advance, and provide the employer with the details that the latter deems useful.

An employee who performs union duties may benefit from the group insurance in force, if she/he pays the total insurance premium in advance (both the employer's and the employee's share) and the insurance contract's clauses so permit.

Subject to the provisions of clause 23.26, the employee's participation in the basic health insurance plan is mandatory, and she/he must pay all the necessary contributions and premiums to that effect.

6.07 If the union duties do not constitute an elected position, the employee must decide whether to return to the employer's service within fifteen (15) months of going on leave. Once this period is up, she/he cannot demand reinstatement in the employer's service and is considered to have resigned.

6.08 If the duties do constitute an elected position, the leave without pay is automatically renewable from year to year, provided the employee continues to hold elected office.

6.09 An employee who wishes to return to her/his position and who fulfills the conditions mentioned in clauses 6.07 and 6.08 must so notify her/his employer at least fifteen (15) days in advance.

6.10 When her/his leave without pay for union duties is up, in accordance with the above-mentioned terms and conditions, the employee can return to her/his position with the employer. In the event that the position held by the employee when she/he went on leave is no longer available, she/he must make use of the provisions on bumping and/or layoff.

6.11 Internal union activities

The days of union leave granted for any internal union activity for the purposes of applying this collective agreement are drawn from the annual bank of union leaves established in proportion to the number of employees included in the bargaining unit, in accordance with the following table:

	Number of days of union leave with pay per year		
Number of employees in the unit on January 1 of each year	**Institution not resulting from an amalgamation pursuant to Bill 10**[1]	**CISSS or CIUSSS with two (2) furthest facilities less than 240 km apart**	**CISSS or CIUSSS with two (2) furthest facilities at least 240 km apart**
1-24	10	10	10
25-49	20	20	20
50-100	50	125	145
101-200	95	225	245
201-300	125	305	325
301-500	155	375	405
501-750	180	415	465
751-1 000	230	520	590
1,001-1,250	255	570	640
1,251-1,500	280	635	715
1,501-1,750	310	705	800
1,751-2,000	340	780	880
2,001-2,250	365	810	955
2,251-2,500	380	880	1 010
2,501-2,750	385	915	1 040
2,751-3,000	390	920	1 045
3,001-3,250	395	925	1 050
3,251-3,500	400	935	1 065
3,501-3,750	405	955	1 085
3,751-4,000	410	980	1 105
4,001 or more	415	1 020	1 140

[1] Including the Centre intégré de santé et de services sociaux des Îles.

The distance between the two (2) furthest facilities of an integrated health and social services centre (CISSS) or an integrated university health and social services centre (CIUSSS) is calculated by road distance within the area served by the institution.

Such days do not include the time allotted for applying clauses 6.05, 6.12 and 6.13 or for holding meetings between the employer and a union representative, regardless of which party initiated the meetings.

After exhausting all the days of union leave established above, the days of leave stipulated in clause 6.02 may be used for the purposes of internal union activities. Employees appointed by the union may also be granted leave from work, without pay, to attend such activities. In that case, the employer continues to pay the employees' salaries, provided that the union reimburses their salaries and employee benefits and the employer's contribution to the employee benefit plans.

6.12 When arbitration takes place at the institution, one (1) member of the grievance committee, the interested party and/or the witnesses will be granted leave with no loss of pay. In the event of a collective grievance, a maximum of three (3) interested employees of the institution, along with the witnesses, may be granted leave with no loss of pay. Nevertheless, the persons mentioned above may only leave their work for the period of time deemed necessary by the arbitrator.

In exceptional circumstances or if it is physically impossible for the arbitration case to be heard at the institution, the employees may be granted leave under the terms mentioned above.

6.13 The employer will authorize employees appointed by the union to attend, with no loss of pay, the sessions aimed at concluding local agreements and local bargaining.

The number of employees granted leave will be set as follows, in accordance with the number of employees included in the bargaining unit on January 1 every year:

No. of employees in the unit	No. of employees on leave
1-250	2
251-1,000	3
1,001 or more	4

For sessions aimed at concluding local agreements and local bargaining, employees will have one day's preparation per day of negotiations.

6.14 The employer provides the union with a furnished office that the union or union officer on leave may use in order to meet with employees to discuss investigations, requests for information or any other union matter.

The location and the option of making available to the union more than one union office in an institution with several facilities may the subject of a local agreement.

In the event that the office cannot be used exclusively for union purposes, the employer will provide the union with a filing cabinet that locks.

6.15 For the purposes of applying this article, an employee who has been granted leave from her/his work with no loss of pay will receive remuneration equal to what she/he would have earned had she/he been working.

6.16 A part-time employee who benefits from union leave with pay will have that leave taken into account for the purposes of calculating her/his salary insurance benefits and parental leave benefits and, if applicable, her/his layoff benefits when she/he has job security.

6.17 The reference period for the purposes of applying the quantum of union leave is from April 1 to March 31.

6.18 The number of employees included in the bargaining unit on January 1 of each year is the one taken into account for the purposes of calculating days of union leave.

6.19 Officers in provincial union bodies

Every year by September 15 at the latest, the Canadian Union of Public Employees (CUPE-FTQ) transmits to the Comité patronal de négociation du secteur de la santé et des services sociaux (CPNSSS - Management bargaining committee for the health and social services sector) the list of employees belonging to a provincial body who must be granted union leave during the year under the provisions of this clause, as well as the institution they come from.

CUPE-FTQ also transmits to the CPNSSS the list of union leaves granted under the provisions of this clause.

An employee may take time off from work with no loss of pay to carry out her/his duties as an officer in a provincial union body.

The total number of days of union leave provided for this purpose is two hundred (200) days a year.

6.20 When a request for union leave poses a problem for the employer with regard to continuity of activities in the service or department, he will communicate with the union to try to find a solution.

ARTICLE 7

REMUNERATION

7.01 Unless provided otherwise, an employee receives the salary associated with the position she/he holds.

It is agreed that orientation periods are remunerated.

7.02 Any provision aimed at providing an employee with a guarantee of salary or a non-reduction of salary must be interpreted as granting a guarantee of hourly salary or a non-reduction of hourly salary, and be applied as such.

Despite the preceding, a guarantee of salary or a non-reduction of salary will refer to weekly salary if, in applying the bumping procedure or a special measure stipulated in article 14, an employee is transferred into the same job status or bumps another employee with the same job status.

No employee shall be subject to a lower salary following a promotion or transfer.

7.03 At the outset of a promotion, in her/his new job title an employee who has been promoted receives the salary stipulated in the scale for this job title that is immediately higher than the one she/he received in the job title she/he left.

If within twelve (12) months of her/his promotion, the employee receives a lower salary in the new job title than the one she/he would have received in the job title she/he left, the employee will receive, from that date until she/he advances to a higher step on the anniversary of her/his promotion, the salary she/he would have received in the job title she/he left.

7.04 In the event of a demotion, an employee is positioned in her/his new salary scale on the echelon corresponding to her/his years of service in the institution.

7.05 In the event of a promotion, the date for the statutory increase is the anniversary of her/his promotion.

In the event of a transfer or demotion, the date for the statutory increase is the anniversary of the employee's hiring.

7.06 In the event of a promotion, transfer or demotion, the employee will have the benefit, if applicable, of the provisions of article 17 (Years of prior experience).

7.07 Special provision

Notwithstanding terms such as "as if she/he were at work", "with no loss of remuneration" or any other wording to that effect in this collective agreement, weekend, evening- or night-shift premiums and increases in evening- or night-shift premiums will only be taken into account or paid when the inconvenience of working such a shift is incurred. Similarly, rotating shift premiums will not be taken into account or paid for any absence stipulated in the collective agreement.

7.08 An employee who works at different positions in the course of one week receives the salary of the highest-paid position, provided she/he has held that position for half the normal work week.

This clause does not apply to employees on the recall list.

7.09 An employee who works at another position or at various positions and is not entitled to the benefits in clause 7.08 will receive the salary of the highest-paid position for the hours she/he worked in that position, provided she/he held that position for at least one (1) continuous hour.

7.10 When an employee changes work shift, a minimum of sixteen (16) hours must always elapse between ending and resuming work, failing which the employee will be paid time-and-a-half for the hours worked within that sixteen (16)-hour period.

By local agreement, the parties may reduce the minimum number of hours between ending and resuming work.

7.11 Remuneration on Christmas Day and New Year's Day

The regular salary of an employee whose work is actually carried out on Christmas Day or New Year's Day is the salary provided on her/his salary scale, increased by fifty per cent (50%).

7.12 A part-time employee is entitled to all the provisions of this collective agreement.

Her/his earnings are calculated in proportion to her/his hours worked.

7.13 A part-time employee's benefits are calculated and paid as follows:

1- Paid statutory holidays

5.7% of:

- the salary, supplements, premiums[1] and the additional remuneration stipulated in article 4 of Appendix C, article 6 of Appendix E, article 6 of Appendix F and article 2 of Appendix H, paid with each pay cheque;
- the salary the employee would have received had it not been for an unpaid absence due to illness on a day she/he was scheduled to work in her/his own position or on another assignment, paid with each pay cheque.

1.28% of the salary insurance benefits received during the first three (3) months of disability and 2.19% for the following nine (9) months, paid with each pay cheque.

[1] Weekend, evening-shift and night-shift premiums, increases in the evening-shift and night-shift premiums and rotating shift premiums are not taken into account.

2- Annual vacation:

One of the following percentages:

Years of service on April 30	Number of work days of annual vacation	Percentage %
Less than 17 years	20 days	8.77
17 to18 years	21 days	9.25
19 to 20 years	22 days	9.73
21 to 22 years	23 days	10.22
23 to 24 years	24 days	10.71
25 years or more	25 days	11.21

These percentages apply to:

- the salary, supplements, premiums[1] and the additional remuneration stipulated in article 4 of Appendix C, article 6 of Appendix E, article 6 of Appendix F and article 2 of Appendix H, paid with each pay cheque;
- the salary she/he would have received had it not been for an unpaid absence due to illness on a day she/he was scheduled to work in her/his own position or on another assignment;
- the basic salary on which maternity, paternity, adoption benefits and benefits for protective leave are based;
- the salary on which salary insurance benefits are based, for the first twelve (12) months of disability including disability due to occupational injury.

3- Sick leave:

4.21% of:

- the salary, paid with each pay cheque;
- the salary she/he would have received had it not been for an unpaid absence due to illness on a day she/he was scheduled to work in her/his own position or on another assignment, paid with each cheque;
- the basic salary on which maternity, paternity and adoption benefits and benefits for protective leave are based. However, the amount calculated while on protective leave is not paid with each pay cheque but is accumulated and paid at the same time as vacation pay.

However, new part-time employees who have not completed three (3) months of continuous service, and part-time employees who have chosen in accordance with the provisions of clause 23.01 to not take advantage of the insurance plans, will receive 6.21% rather than 4.21% on each pay, of the amounts listed above.

[1] Weekend, evening-shift and night-shift premiums, increases in the evening-shift and night-shift premiums and rotating shift premiums are not taken into account.

7.14 Option to cash out some leaves

Subject to the employer's authorization, a full-time employee has the option of cashing out one or more of the following leaves as straight time, instead of taking the leave:

- days of accumulated annual leave (vacation days) in excess of the number provided under the Act respecting labour standards (CQLR, c. N-1.1);
- a maximum of five (5) statutory holidays accumulated in a bank if this option is the subject of an agreement between the local parties;
- floating days off, if any.

A part-time employee has the option to cash out at the regular rate, with the employer's authorization, her/his accumulated annual vacation days, in lieu of taking the days off.

The cashing out of one or more of the leaves during the uninsured period stipulated in clauses 23.29 a) and 23.44 does not interrupt or extend the period.

7.15 Fonds de Solidarité

At an employee's request, the employer deducts a contribution to the Fonds de Solidarité FTQ from each pay cheque provided that at least twenty-five (25) employees from the bargaining unit have made such a request. Failing to meet this condition, such a deduction will be possible if 5% of the employees from the bargaining unit file such a request.

7.16 Job titles

The job titles, job descriptions and salary rates and scales are listed on the list of job titles that resulted from sessional document No. 2575-20051215 of December 15, 2005 and its subsequent amendments.

The list is entitled "List of job titles, job descriptions and salary rates and scales in the health and social services sector." It is an integral part of this collective agreement.

The job descriptions outline the main responsibilities and duties of the job titles. Nothing on the list of job titles, job descriptions and salary rates and scales prevents an employee from being required to perform all the activities that her/his affiliation with a professional order authorizes her/him to perform.

The employer pays an employee the salary that the list of job titles stipulates for her/his job title.

The weekly number of hours of work is the one stipulated in each of the job titles, and hours of work are spread out over a maximum of five (5) days.

However, upon agreement, employers and employees may concur on a different distribution of the number of hours of weekly work provided in the employee's job title, on the condition that the total number of days and hours worked during the period identified for the purposes of the staggered work hours are not longer than those that would normally be worked during that same period. The conditions for staggering work hours are those determined by the local parties. These conditions must not affect the stability of the work teams or lead to overtime for the employee benefitting from them.

For the purpose of qualifying for overtime, the regular day of work for a full-time or part-time employee or the employee replacing her/him is that stipulated by the new schedule. The regular work week for a full-time employee or the employee replacing her/him for the entire time is that stipulated by the new schedule. For an employee doing replacement work on two (2) types of schedule (regular and atypical schedule), the regular work week is that provided for the job title on the regular schedule.

The regular work week applicable to the institution is the one mentioned in the collective agreement that expired on June 30, 1998, unless the local parties agree on a different number of hours.

The local parties may agree in particular or exceptional circumstances to use a different number of hours than the one applicable in an institution.

In the event that a job title on the list does not specify the number of hours in the work week, the local parties may agree to jointly ask the Ministère de la Santé et des Services sociaux (MSSS) to amend this job title on the list so as to stipulate the new number of hours in the work week by virtue of the authority vested in it in clause 8.02.

Rules for applying salary scales

7.17 An employee in the service of the institution on the date on which this collective agreement comes into force is placed on the salary scale provided for her/his job title at the step corresponding to the one she/he was on in the salary scale in force at the end of the previous collective agreement.

7.18 An employee who, prior to the date this collective agreement came into effect, took on duties that corresponded to one of the new job titles, will be placed on the salary scale associated with her/his new job title, according to the number of years of experience recognized under the provisions of article 17 (Years of prior experience).

7.19 An employee hired after the date this collective agreement came into effect is placed on the step corresponding to the number of years of experience recognized under the provisions of article 17 (Years of prior experience) in the salary scale associated with her/his job title.

Application of salary scales

7.20 On April 1 each year, an employee is classified in the salary scale that becomes applicable on this date, on the step that corresponds horizontally to the one she/he was on the preceding March 31.

Advancement through salary scales

7.21 If the number of steps on the salary scale so permits, each time an employee completes one (1) year of service in her/his job title, she/he advances to the step higher than the one she/he was on.

For the purposes of applying the previous paragraph, a part-time employee has completed one (1) full year of service in her/his job title when she/he has accumulated the number of days of work equal to that shown on the table below in relation to the number of vacation days to which she/he is entitled.

Number of work days of annual vacation	Number of days of work required
20	225
21	224
22	223
23	222
24	221
25	220

Days of union leave for part-time employees, except those set out in clauses 6.06 to 6.08, are considered work days for the purposes of advancement on the salary scale.

For the purposes of advancing on the salary scale, a part-time employee is credited, for the same job title, with the days she/he has worked in another institution in the sector since January 1, 1990. The employee may ask each of her/his employers, once per calendar year, for a written attestation of the days worked. The experience she/he has acquired will be recognized for the purposes of advancing on the salary scale, as of the date she/he receives said attestation.

An employee will not be credited with more than one (1) year of experience per period of twelve (12) calendar months.

However, a year or fraction of a year of service so acquired as well as days of work accumulated in 1983 will not be credited when setting the employee's date for advancement on the salary scale.

Classification and reclassification

7.22 Within forty-five (45) days of the date this collective agreement came into effect, the employer specifies the job title of each employee.

7.23 The employer is the party that performs the necessary reclassifications at all times during the term of the collective agreement.

7.24 The adjustment of a reclassified employee's earnings under the terms of the preceding paragraphs will be retroactive to the date the employee began to perform the duties that warranted her/his reclassification, but will in any case be prior to the date this agreement came into effect.

Reclassification

7.25 Employees who hold a bachelor's degree in nursing and a position as a nurse are reclassified in this position as nurse clinicians provided that they undertake to carry out the duties of this job title. The reclassification occurs when the employee provides the employer with the diploma or final transcript attesting that the diploma was awarded.

Employees who hold a bachelor's degree in nursing and are excluded from the tenure process as provided in Appendix S of this collective agreement are reclassified into the nurse clinician job title under the same conditions as stated in the first (1st) paragraph.

7.26 Employees off the rates or scales

A) An employee whose rate of pay on the day preceding the date when rates and salary scales are increased is higher than the flat rate or the maximum on the salary scale in effect for her/his job title will be entitled to a minimum rate of increase, on the date that salary rates and scales are increased, which is equal to half the percentage increase applicable, on April 1 of the period in question compared to the previous March 31, to the flat rate of pay or the maximum step on the scale on the previous March 31, corresponding to her/his job title.

B) If the effect of applying the minimum rate of increase as defined in the preceding paragraph is to give an employee who was off the rate or off-scale on March 31 of the preceding year a salary that on April 1 is lower than the highest step on the scale or the flat rate of pay corresponding to her/his job title, this minimum rate of increase will be raised to the percentage necessary to enable such an employee to reach the step on the salary scale or flat rate.

C) The difference between the percentage increase at the top step on the salary scale or the flat rate corresponding to the employee's job title, on one hand, and the minimum rate of increase set in accordance with the two (2) preceding paragraphs, on the other hand, is paid to her/him as a lump-sum amount calculated on the basis of her/his rate of pay on the preceding March 31.

D) The lump-sum payment is divided up and spread over each pay period in proportion to the regular hours remunerated for each pay period.

7.27 General parameters for salary increases

A) April 1, 2020 to March 31, 2021

All salary rates and scales[1] effective on March 31, 2020, are increased by 2.00%[2] on April 1, 2020.

B) April 1, 2021 to March 31, 2022

All salary rates and scales[3] effective on March 31, 2021, are increased by 2.00%[4] on April 1, 2021.

C) April 1, 2022 to March 31, 2023

a) all salary rates and scales[1] effective on March 31, 2022 are increased by 2.00%[2] on April 1, 2022.

---

1 The increase in salary rates and scales is calculated on the basis of the hourly rate. Flat rates in rankings are calculated on the basis of a 33-year career gain.

2 However, the clauses in the collective agreements related to employees off rates and scales apply. See clause 7.26 of the collective agreement.

3 Increases in the rates and scales are calculated on the basis of hourly rates. Flat rates in rankings are calculated on the basis of a 33-year career gain.

4 However, the clauses in the collective agreements related to employees off rates and scales apply. See clause 7.26 of the collective agreement.

b) however, the applicable salary rates and scales are only those provided in the structure in Appendix Z.[3]

7.28 Additional remuneration

A) Payment for work performed for the period from April 1, 2019 to March 31, 2020

Employees are entitled to additional remuneration,[4] according to their ranking, as set out in the following table, for each hour paid from April 1, 2019 to March 31, 2020.

Ranking	Additional Remuneration
1	$0.66
2	$0.63
3	$0.60
4	$0.57
5	$0.54
6	$0.51
7	$0.48
8	$0.45
9	$0.42
10	$0.39
11	$0.36
12 or more	$0.33

This additional remuneration is paid as a lump sum thirty (30) days following the signature of the collective agreement.

B) Payment for work performed for the period from April 1, 2020 to March 31, 2021

1 The increase in salary rates and scales is calculated on the basis of the hourly rate. Flat rates in rankings are calculated on the basis of a 33-year career gain.

2 However, the clauses in the collective agreements related to employees off rates and scales apply. See clause 7.26 of the collective agreement.

3 The job title rankings are provided in Appendix AA, subject to any amendments agreed to between the parties. In the event of discrepancies in the description of a job title, the job title number takes precedence.

4 Paid hours include those taken into account in payments of salary insurance benefits, maternity, paternity or adoption leave benefits, parental leave benefits, and benefits paid by the CNESST, under IVAC or by the SAAQ, or those paid by the employer in industrial accident cases.

Employees are entitled to additional remuneration[1] of $0.33 for each hour paid from April 1, 2020 to March 31, 2021.

This additional remuneration is paid as a lump sum on the pay preceding January 15, 2022.

7.29 Indexation method

The salary scales present hourly rates of pay. When general indexation parameters or other forms of enhancement of salary rates or scales are implemented, they are applied to the basic hourly rate and rounded to the cent.

For the purposes of publishing the collective agreements, the number of weeks used for computing annual rates is 52.18. Annual rates are rounded to the dollar.

The job titles covered in clause 7.30 receive an increase in the manner prescribed therein.

When rounding to the cent, the following method must be used:

- When the decimal point is followed by three (3) digits or more, the third (3rd) and subsequent digits are dropped if the third (3rd) digit is less than five (5). If the third (3rd) digit is equal to or greater than five (5), the second (2nd) digit is rounded up to the next digit and the third (3rd) and subsequent digits are dropped.

When rounding to the nearest dollar, the following method must be used:

- When the decimal point is followed by one (1) or more digits, the first (1st) and subsequent digits are dropped if the first (1st) digit is less than five (5). If the first (1st) digit is equal to or greater than five (5), the dollar is rounded up to the next digit and the first (1st) decimal and subsequent digits are dropped.

7.30 Establishment of salary rates and scales for special cases

The method described in paragraphs 1 and 2 is used when an indexation parameter or other form of enhancement of the salary scale is applied to ensure consistency in the salary structures of all employees in the health and social services sector, school service centres, school boards and colleges.

1. Integration officers (2688) and educators (2691)

a) Class 1

The salary scale for the Class 1 classification of job titles 2688 and 2691 is the scale provided for their respective rankings, as described in Appendix AA.

b) Class 2

Integration Officers (2688) and Educators (2691)

1 Paid hours include those taken into account in payments of salary insurance benefits, maternity, paternity or adoption leave benefits, parental leave benefits, and benefits paid by the CNESST, under IVAC or by the SAAQ, or those paid by the employer in industrial accident cases.

Steps 2 to 13 applicable to the Class 2 classification of job titles 2688 and 2691 are respectively steps 1 to 12 of the salary scale applicable to the Class 1 classification of the same job titles.

Step 1 applicable to Class 2 is determined as follows:

Step 1, Class 2 = Step 1, Class 1 / (Mid-step average, Class 1)

All sums are rounded to the cent.

The mid-step average is determined as follows:

$$\text{Interéchelon moyen, Classe 1} = \left(\frac{\text{Échelon maximum, Classe 1}}{\text{Échelon minimum, Classe 1}}\right)^{\frac{1}{\text{Nombres d'échelons, Classe 1}-1}}$$

[Mid-step average, Class 1 = Maximum step, Class 1 / Minimum step, Class 1, times 1 over Number of steps, Class 1 -1

2. Intern positions

The salary rate or scale applicable to each job title listed in Appendix BB is modified to ensure a gap with each step of the reference job title.

The salary rates or scales for intern positions are determined as follows:

$$\text{Taux de l'échelon}_{\text{n}}\text{, Emploi- - remorque} = \text{Taux de l'échelon}_{\text{n}}\text{, Emploi référence X \% d'ajustement}$$

[Step rate n, intern position = step rate n, reference position X adjustment %]

where n = step number

All sums are rounded to the cent.

The adjustment percentage is provided in Appendix BB.

When the job title for an intern position has only one step, the adjustment is calculated based on step 1 of the reference job title.

For trade apprentices, the reference position rate is the average of the flat rates for the reference job titles.

The provisions of this paragraph are not intended to modify the number of steps for intern positions.

7.31 Increase in premiums and supplements

Each premium and supplement, except fixed premiums and supplements expressed in percentages, are increased as of the same date and with the same general salary increase parameters stipulated in paragraphs A) and B) and in the first (1st) sub-paragraph of paragraph C) of clause 7.27. The fixed premium is the following:

- the seniority premium.

The rates for these premiums and supplements are indicated in the collective agreement.

7.32 Other terms and conditions

For temporary premiums expressed as percentages and set out in orders stemming from the Public Health Act (CQLR, c. S-2.2)[1], no retroactive pay will be paid between the effective dates of these orders and the date of the signature of the collective agreement with regard to the increases provided in paragraphs A) to C) of clause 7.27 and any other increases in salary rates or scales agreed upon or established as of April 1, 2020.

In addition, financial compensation payments, allowances, lump sums and any other amount provided in the orders stemming from the Public Health Act (CQLR, c. S-2.2) are not included in the increases provided in paragraphs A) to C) of clause 7.27, therefore no retroactive pay is given.

7.33 An employee on a steady evening or night shift who is assigned to a day shift for the purpose of acquiring knowledge, techniques or practical experience receives remuneration equal to what she/he would have received had she/he stayed on the evening or night shift, for the duration of this practical training period.

1 Including, with the necessary adjustments, the employees in the school networks and the civil service who were redeployed in the health and social services network.

ARTICLE 8

PROCEDURE FOR MODIFYING THE LIST OF JOB TITLES, JOB DESCRIPTIONS AND SALARY RATES AND SCALES

General provisions

8.01 Any change to the list of job titles, job descriptions salary rates and scales is subject to the procedure stipulated hereinafter.

8.02 Only the Ministère de la Santé et des Services sociaux (MSSS) is authorized to abolish or modify a job title stipulated in the list or to create a new job title.

8.03 A union, a union grouping or an employer may also request a change to the list. To do so, it must send the MSSS a written request, with the reasons using the form provided for this purpose.

Unless the request is made jointly, a copy is sent to the other party.

The MSSS informs union groupings of any request for a change that it receives.

8.04 A job title may be created only in cases in which the MSSS determines:

- that the main responsibilities and duties of a job are not found in any job description provided on the list;
- that significant modifications are being made to the main responsibilities and duties of a job title already provided on the list.

In all cases, a job title's main responsibilities and duties must be of a permanent nature.

8.05 The MSSS informs the applicant and the union groupings of its decision to go ahead or not with any request for a change to the list.

For the purposes of this procedure, the union groupings are the following seven (7) union organizations: APTS, FP-CSN, FSSS-CSN, FSQ-CSQ, FIQ, CUPE-FTQ and SQEES-298-FTQ.

Each union grouping is responsible for providing the MSSS with the contact information of the person designated to receive information from the MSSS.

Consultation on draft amendments

8.06 If in the life of this collective agreement, the MSSS wishes to make changes to the list, it so informs each union grouping in writing. This notice from the MSSS must include a detailed description of the proposed change.

Should the MSSS decide to forego a proposed change to the list further to a request made under clause 8.03, it so informs the union groupings and local parties concerned.

8.07 The union groupings have ninety (90) days after receiving the proposed changes to the list to submit their opinion to the MSSS in writing.

8.08 Upon written request from a union grouping, the MSSS calls a meeting of union groupings and representatives of the MSSS for the purpose of exchanging information about the proposed change. The meeting must take place within thirty (30) days of receiving the written opinion. The MSSS may also call such a meeting on its own initiative.

8.09 At the end of the period set out in clause 8.07, the MSSS informs the union groupings of its decision.

Provincial committee on jobs

8.10 A provincial committee on jobs is created within ninety (90) days of the collective agreement coming into force.

8.11 The committee is made up of six (6) representatives for management, and for the union side, two (2) representatives for the CSN and the FIQ unions and a maximum of two (2) representatives each from the CSQ, APTS and FTQ unions.

Each side appoints a secretary, and each side communicates with the other through the secretary.

8.12 The committee meets at the request of either party, after being notified in writing by the secretary. The meeting must take place within ten (10) days of receiving the notice.

8.13 The committee's terms of reference are to determine the ranking applicable to any new job title referred to it by the MSSS or applicable to any existing job title for which the MSSS is modifying the academic requirements.

To do so, it must use the job evaluation system in force, and determine the evaluation scores to attribute to each of the evaluation sub-factors.

8.14 The committee must note that all relevant information is available before opening discussions on the new job title and the value of its related duties.

If need be, for the purposes of evaluating duties, the committee may use significant benchmark jobs or benchmark characteristics agreed to by the parties, as well as the interpretation guide for the job evaluation system. The committee must take into account the way the evaluation system was applied to other job classes within the meaning of the Pay Equity Act (CQLR, c. E-12.001).

8.15 If the parties agree on the evaluation of all the sub-factors, the salary rate or scale that is ascribed to the new job title is the corresponding ranking's reference rate or scale set by the Conseil du trésor, or if it has been completed by the pay equity program, the one set by the pay equity program comprising the job title that was evaluated.

8.16 Any agreement reached by the provincial committee on jobs is final and enforceable.

8.17 If no agreement is reached concerning the scores to attribute to the job evaluation system's sub-factors within ninety (90) days of the noted observation stipulated in clause 8.14, the

scores for the sub-factors in dispute will be submitted to arbitration with a summary of the parties' respective arguments.

Arbitration procedure

8.18 The parties will attempt to work out an agreement on the appointment of an arbitrator specialized in job evaluation. If they fail to agree within thirty (30) days, one party will ask the Minister for Labour to appoint this specialized arbitrator.

8.19 Each party appoints its assessor and assumes the latter's fees and expenses.

8.20 The arbitrator's authority is limited to applying the evaluation system with respect to the sub-factors in dispute and the evidence presented to him. He has no authority to alter the job evaluation system, its interpretation guide, the reference rates and scales or other tools for evaluating duties.

For the purposes of comparing evaluation scores, the arbitrator must take into account how the evaluation system was applied to other job classes.

8.21 The ranking of an evaluated job corresponds to the scores of the sub-factors that are the subject of a consensus within the provincial committee on jobs and those determined by the arbitrator.

8.22 The salary rate or scale ascribed to the new job title is the corresponding ranking's reference rate or scale set by the Conseil du trésor, or if completed by the pay equity program, the one set by the pay equity program comprising the job title that was evaluated.

8.23 If it is established in arbitration that one or more duties do not appear in the job description even though employees are and continue to be required to perform them, the arbitrator may decide to exercise the authority conferred on him under the provisions of clause 8.20 and include them in the description.

8.24 The arbitrator's decision is final and binding on the parties. His fees are assumed equally by the parties.

Change of salary following reclassification

8.25 Where applicable, a reclassified employee's earnings are adjusted under the terms of this collective agreement, retroactive to the date the employee began to perform the duties of the new job title but at the earliest, the date the job title came into effect under the provisions of clause 8.06.

8.26 Payment is made within ninety (90) days of an agreement between the parties or an arbitral award.

Modifications to the list of job titles

8.27 When changes are made to the list of job titles under the provisions of this article, the MSSS so notifies the provincial parties. These changes come into effect on the date of such notice.

ARTICLE 9

PREMIUMS

9.01 Seniority premium

Employees with ten (10) years of seniority or more have a raise in pay of five dollars ($5.00) per week.

However, an employee whose salary is higher than the salary scale receives only the difference between her/his salary scale and the above-mentioned amount.

This article does not apply in the case of employees whose scales have ten (10) steps or more.

9.02 Premiums for Team leader or Assistant team leader

A) Team leader

Person in the job classes of paratechnical, auxiliary services and trades personnel or office personnel and administrative technicians and professionals, except technicians and professionals (codes 1000 and 2000) who, under the direction of the service or department head and while working herself or himself, sees to the training and coordination of the activities of a group of employees.

The team leader receives a weekly premium of:

Rate 2020-04-01 to 2021-03-31 ($)	**Rate 2021-04-01 to 2022-03-31 ($)**	**Rate as of 2022-04-01 ($)**
35.14	35.84	36.56

more than the maximum of the scale of her/his job title, except in the cases of job titles with six (6) steps or more, in which case the premium is added to the salary actually paid to the employee.

B) Assistant team leader

Person in the job classes of paratechnical, auxiliary services and trades personnel and office personnel and administrative technicians and professionals, except technicians and professionals (codes 1000 and 2000), who shares the responsibilities of the team leader and replaces her/him in her/his absence.

The assistant team leader receives a weekly premium of:

Rate 2020-04-01 au 2021-03-31 ($)	Rate 2021-04-01 au 2022-03-31 ($)	Rate as of 2022-04-01 ($)
21.04	21.46	21.89

more than the maximum on the scale for her/his job title, except in the case of job titles with six (6) steps or more, in which case the premium is added to the salary actually paid to the employee.

C)

The duties of team leaders and assistant team leaders are granted according to the criteria stipulated in the provisions for voluntary transfers. However, applications for these duties are limited to employees from the team for which such duties are required.

9.03 Supervision and responsibility premium

Employees who are technicians or professionals in the job class of office personnel and administrative technicians and professionals (codes 1000 and 2000) or health and social services technicians and professionals and are entrusted with the supervision of and responsibility for a group consisting of at least four (4) employees, regardless of the job title or job class to which they belong, receive a premium of 5% of their basic salary, plus, where applicable, the additional remuneration provided in article 2 of Appendix H.

The premium may not be paid to employees whose job title entails a supervisory or coordination responsibility.

9.04 Intern supervision premium

Employees in the job class of paratechnical, auxiliary services and trades personnel, office personnel and administrative technicians and professionals or health and social services technicians and professionals receive a premium of 2% of their basic salary, plus, where applicable, the additional remuneration provided in article 2 of Appendix H, for each work shift on which they are charged with supervising one or more interns as part of an internship of a recognized program of study that is required for obtaining a diploma.

This premium may not be accumulated for the purpose of receiving the supervision and responsibility premium or the team leader or assistant team leader premium or be paid to employees whose job title entails a training or teaching responsibility.

9.05 Evening- and night-shift premiums

These premiums will only be taken into account and paid when the inconvenience of working said shift is incurred.

A) Each time an employee works her/his entire shift between 2:00 p.m. and 8:00 a.m., she/he receives an evening or night-shift premium, as the case may be, in addition to her/his salary.

1- Evening-shift premium

The evening-shift premium is the greatest of either 4% of the employee's daily salary, plus, where applicable, the responsibility premium or supplement and the additional remuneration provided in article 4 of Appendix C, article 6 of Appendix E, article 6 of Appendix F, article 2 of Appendix H or the following rate:

Rate 2020-04-01 to 2021-03-31 ($)	Rate 2021-04-01 to 2022-03-31 ($)	Rate as of 2022-04-01 ($)
6.22	6.34	6.47

2- Night-shift premiums

The night-shift premium is:

for an employee with between 0 and 5 years of seniority, 11% of her/his daily salary, plus, where applicable, the responsibility premium or supplement and the additional remuneration provided in article 4 of Appendix C, article 6 of Appendix E, article 6 of Appendix F and article 2 of Appendix H;

for an employee with between 5 and 10 years of seniority, 12% of her/his daily salary, plus, where applicable, the responsibility premium or supplement and the additional remuneration provided in article 4 of Appendix C, article 6 of Appendix E, article 6 of Appendix F and article 2 of Appendix H;

for an employee with 10 years of seniority or more, 14% of her/his daily salary, plus, where applicable, the responsibility premium or supplement and the additional remuneration provided in article 4 of appendix C, article 6 of Appendix E, article 6 of Appendix F and article 2 of Appendix H.

B) Employees whose work shift begins before 2 p.m. but who perform most of their work after 2 p.m. receive, in each instance, in addition to their salary, the evening-shift premium for the hours they work after 2 p.m.

The evening-shift premium is the greatest of either 4% of the employee's daily salary, plus, where applicable, the responsibility premium or supplement and the additional remuneration provided in article 4 of Appendix C, article 6 of Appendix E, article 6 of Appendix F and article 2 of Appendix H, or the following rate:

Rate 2020-04-01 to 2021-03-31 ($)	Rate 2021-04-01 to 2022-03-31 ($)	Rate as of 2022-04-01 ($)
0.88	0.90	0.92

C) In addition to her/his salary, an employee who works only part of her/his shift between 7:00 p.m. and 7:00 a.m. receives an hourly premium for each hour worked, calculated as follows:

1- between 7:00 p.m. and midnight:

The premium is the greatest of either 4% of the employee's daily salary, plus, where applicable, the responsibility premium or supplement and the additional remuneration provided in article 4 of Appendix C, article 6 of Appendix E, article 6 of Appendix F and article 2 of Appendix H, or the following rate:

Rate 2020-04-01 to 2021-03-31 ($)	Rate 2021-04-01 to 2022-03-31 ($)	Rate as of 2022-04-01 ($)
0.88	0.90	0.92

2- between midnight and 7:00 a.m.:

The premium is:

for an employee with between 0 and 5 years of seniority, 11% of her/his basic salary, plus, where applicable, the responsibility premium or supplement and the additional remuneration provided in article 4 of Appendix C, article 6 of Appendix E, article 6 of Appendix F and article 2 of Appendix H;

for an employee with between 5 and 10 years of seniority, 12% of her/his basic salary, plus, where applicable, the responsibility premium or supplement and the additional remuneration provided in article 4 of Appendix C, article 6 of Appendix E, article 6 of Appendix F and article 2 of Appendix H;

for an employee with 10 years of seniority or more, 14% of her/his basic salary, plus, where applicable, the responsibility premium or supplement and the additional remuneration provided in article 4 of Appendix C, article 6 of Appendix E, article 6 of Appendix F and article 2 of Appendix H.

9.06 Increase in evening- and night-shift premiums

1- Increase in night-shift premium

An employee who offers and honours a minimum availability of sixteen (16) out of twenty-eight (28) days for evening and/or night shifts, including the days of her/his position, if

applicable, receives an 8% increase in the evening-shift premium applied to the basic salary, plus, where applicable, the responsibility premium or supplement and the additional remuneration provided in article 4 of Appendix C, article 6 of Appendix E, article 6 of Appendix F and article 2 of Appendix H, instead of the evening-shift premium that would have applied in accordance with sub-paragraphs A, B or C of clause 9.05.

2- Increase in the night-shift premium

Except in the case of employees covered by Appendix N, an employee who offers and honours a minimum availability of sixteen (16) out of twenty-eight (28) days for evening and/or night shifts, including the days of her or his position, if applicable, receives the following increase in night-shift premium instead of the night shift premium that would have applied in accordance with sub-paragraphs A, B or C of clause 9:05:

for an employee with between 0 and 5 years of seniority, 14% of her/his daily salary, plus, where applicable, the responsibility premium or supplement and the additional remuneration provided in article 4 of Appendix C, article 6 of Appendix E, article 6 of Appendix F and article 2 of Appendix H;

for an employee with between 5 and 10 years of seniority, 15% of her/his daily salary, plus, where applicable, the responsibility premium or supplement and the additional remuneration provided in article 4 of Appendix C, article 6 of Appendix E, article 6 of Appendix F and article 2 of Appendix H;

for an employee with 10 years of seniority or more, 16% of her/his daily salary, plus, where applicable, the responsibility premium or supplement and the additional remuneration provided in article 4 of Appendix C, article 6 of Appendix E, article 6 of Appendix F and article 2 of Appendix H;

for full-time employees working steady night shifts, the parties may decide by local agreement to convert some or all of the aforementioned premium into time off, provided that such an agreement does not entail any additional costs.

For the purposes of applying the preceding paragraph, the following ratio will apply for converting the night-shift premium into paid time off:

- 14% is equal to 28 days;
- 15% is equal to 30 days;
- 16% is equal to 32 days.

The requirement regarding minimum availability set out in this clause does not prevent a part-time employee from offering availability on the day shift.

The terms and conditions outlined in clause 9.05 apply to these increases in premiums.

9.07 Day/evening or day/night or day/evening/night rotating shift premiums

A) An employee who holds a position with a rotating shift receives a premium when the percentage of time worked on the evening or night shift for her/his position is equal to or greater than 50% of the rotation cycle.

1- Day/evening rotating shift premium

The day/evening rotating shift premium is 50% of the evening-shift premium for all hours worked on the day shift for her/his position.

2- Day/night rotating-shift premium

The day/night rotating shift premium is 50% of the night-shift premium for all hours worked on the day shift for her/his position.

3- Day/evening/night rotating shift premium

The day/evening/night rotating shift premium is 50% of the weighted average of the evening- and night-shift premiums, based on hours worked on these shifts. The rate thus obtained applies to all hours worked on the day shift for the employee's position.

The applicable evening and night shift premiums are determined in accordance with the provisions of clause 9.05 or 9.06.

At the end of the initiation and trial period for a rotating shift, the employee who keeps her/his position receives the premium retroactively to the first (1st) day worked on the shift for this position.

B) An employee who fulfills a replacement for a position covered in paragraph A may receive this premium when the percentage of time she/he worked on the evening or night shift is equal to or greater than 50% of the rotation cycle.

For the first (1st) rotation cycle, the employee is paid the premium retroactively to the first (1st) day worked on the day shift, provided that the employee worked the portion of the evening- or night-shift rotation cycle, as the case may be. However, when a rotation cycle lasts six (6) months or more, the employee receives the premium retroactively to the first (1st) day worked on the day shift, provided that she/he worked the equivalent of 50% of the evening- or night-shift rotation cycle, as the case may be.

If the employee does not work at least 50% of her/his evening or night rotation cycle, the premium paid for hours worked on the day shift accrues to the employer.

A rotation cycle is the period during which an employee works a specific number of alternating day and evening shifts or day and night shifts or day, evening and night shifts.

To calculate the percentage of time worked for the purpose of this clause, leave or partial leave without pay for studies, leave under parental rights, leave for family responsibilities and all authorized and paid leaves provided for in the collective agreement, except for leaves with deferred pay, are considered to be time worked.

9.08 Critical care premium and increase in critical care premium

An employee in the nursing and cardio-respiratory care job class or who holds the job title of beneficiary attendant, beneficiary attendant – team leader, psychiatric intervention officer or psychiatric intervention officer – team leader receives the critical care premium or the increase in critical care premium, as the case may be, for hours worked in critical care.

The critical care in question is the care delivered in the coronary care unit and the following units:

- emergency department;
- intensive care;
- neonatal unit;
- major burn unit;
- Service d'évacuations aéromédicales du Québec (ÉVAQ) (Québec medevac).

A) Critical care premium

For the above-mentioned critical care services, a covered employee receives a 12% premium applied to the basic salary, plus, where applicable, the responsibility premium or supplement and the additional remuneration provided in article 4 of Appendix C, article 6 of Appendix E, article 6 of Appendix F and article 2 of Appendix H.

B) Increase in critical care premium

An employee who offers and honours a minimum availability of sixteen (16) out of twenty-eight (28) days in the above-mentioned critical care units, including the days of her or his position, if applicable, receives a 14% increase in the critical care premium applied to the basic salary, plus, where applicable, the responsibility premium or supplement and the additional remuneration provided in article 4 of Appendix C, article 6 of Appendix E, article 6 of Appendix F and article 2 of Appendix H, instead of the premium provided under sub-paragraph A of this paragraph.

The availability requirements stipulated in this clause do not prevent an employee from offering availability in other departments.

9.09 Special critical care premium and increase in special critical care premium

This paragraph applies to employees covered by the first (1st) paragraph of clause 9.08.

The following services are covered for the purposes of this paragraph as regards the application of the special critical care premium and the increase in special critical care premium:

- operating room (including the recovery room);
- obstetrical unit (only operating rooms equipped for caesarean sections);
- obstetrical unit (mother-child);
- hemodynamics.

A) Special critical care premium

The special critical care premium applies to hours worked in the departments listed in the second (2nd) sub-paragraph of this paragraph.

A covered employee receives a 6% special critical care premium applied to the basic salary, plus, where applicable, the responsibility premium or supplement and the additional remuneration provided in article 4 of Appendix C, article 6 of Appendix E, article 6 of Appendix F and article 2 of Appendix H;

B) Increase in special critical care premium

An employee who offers and honours a minimum availability of sixteen (16) out of twenty-eight (28) days in any of the services listed in the second (2nd) sub-paragraph of this paragraph, including the days of her or his position, if applicable, receives, for the hours worked in these services, the following increase in special critical care premium instead of the premium provided in sub-paragraph A of this paragraph.

A covered employee receives a 7% increase in the special critical care premium applied to the basic salary, plus, where applicable, the responsibility premium or supplement and the additional remuneration provided in article 4 of Appendix C, article 6 of Appendix E, article 6 of Appendix F and article 2 of Appendix H;

The availability requirements stipulated in this clause do not prevent an employee from offering availability in other departments.

9.10 Premium for split shifts

An employee who must interrupt her/his work during a period exceeding the time provided to have meals, or who must interrupt her/his work more than once during the day, except for the rest periods provided in clause 25.08, will receive a split-shift premium of:

Rate 2020-04-01 to 2021-03-31 ($)	Rate 2021-04-01 to 2022-03-31 ($)	Rate as of 2022-04-01 ($)
4.13	4.21	4.29

9.11 Premium for sorting soiled linen

An employee who, in a laundry service is assigned on a continuous basis to sorting and dispatching soiled linen to the washing room, will receive, in addition to her/his regular salary, a weekly premium of:

Rate 2020-04-01 to 2021-03-31 ($)	Rate 2021-04-01 to 2022-03-31 ($)	Rate as of 2022-04-01 ($)
27.30	27.85	28.41

An employee who is assigned in a non-continuous manner will receive, in addition to her/his regular salary, the following hourly premiums for each hour spent working on these tasks:

Rate 2020-04-01 to 2021-03-31 ($)	Rate 2021-04-01 to 2022-03-31 ($)	Rate as of 2022-04-01 ($)
0.51	0.52	0.53

9.12 Premium for operating an incinerator

An employee who, within an area specifically organized for that purpose, is assigned on a continuous basis to operating and maintaining incinerators will receive, in addition to her/his regular salary, a weekly premium of:

Rate 2020-04-01 to 2021-03-31 ($)	Rate 2021-04-01 to 2022-03-31 ($)	Rate as of 2022-04-01 ($)
15.14	15.44	15.75

9.13 Weekend premium

In addition to her/his salary, an employee receives a weekend premium equal to 4% of her/his basic hourly rate of pay, plus, where applicable, the responsibility premium or supplement and the additional remuneration provided in article 4 of Appendix C, article 6 of Appendix E, article 6 of Appendix F and article 2 of Appendix H. This premium is paid to an employee who is required to work a full shift between the beginning of the evening shift on Friday and the end of the night shift on Monday.

Notwithstanding the foregoing, for employees in the job class of nursing and cardio-respiratory care personnel who have full-time positions and work in departments where services are provided twenty-four (24) hours per day, seven (7) days per week, the premium described in the preceding paragraph is 8% of their basic salary, plus, where applicable, the supplement or responsibility premium and the additional remuneration provided in article 4 of Appendix C, article 6 of Appendix E, article 6 of Appendix F and article 2 of Appendix H, when they work their entire shift between the beginning of the evening shift on Friday and the end of the night shift on Monday, provided that they fulfill all the work shifts listed on their schedule for that period.

However, this premium is only taken into account or paid when the inconvenience of working such a shift on the weekend is incurred.

9.14 Lump sum paid to employees who work in emergency departments

Employees who work in emergency departments receive a lump sum of one hundred and ninety-five dollars ($195) per segment of four hundred (400) hours of actual work, provided that they hold one of the following job titles:

- Administrative officer, class 1 – administrative sector (5312);
- Administrative officer, class 1 – clerical sector (5311);
- Administrative officer, class 2 – administrative sector (5315);
- Administrative officer, class 2 – clerical sector (5314);
- Administrative officer, class 3 – administrative sector (5317);
- Administrative officer, class 3 – clerical sector (5316);
- Administrative officer, class 4 – administrative sector (5319);
- Administrative officer, class 4 – administrative sector (5318);
- Medical secretary (5322).

The actual hours worked include overtime and exclude annual vacation, sick leave and other paid leave.

The lump sum is paid when the employee works the number of hours stipulated in the first (1st) paragraph and no pro rata rate has been determined for the payment of the lump sum.

The lump sum is non-pensionable.

9.15 Premium for working in a residential and long-term care centre (CHSLD)

Employees who hold one or more job titles in any of the following job title groups receive the CHSLD premium or the increase in the CHSLD premium, as the case may be, for hours worked in a CHLSD:

- Attendant in a Northern institution (3505);
- Beneficiary attendant (3480);
- Beneficiary attendant – team leader (to be determined);
- Nurse (2471);
- Nurse clinician (1911);
- Nursing assistant (3455);
- Respiratory therapist (2244);
- Specialty nurse practitioner (1915).

The activity centres and sub-centres covered by this article are the following:

- 6060: Nursing care for individuals experiencing loss of independence;

- 6160: Basic care for individuals experiencing loss of independence;
- 6270: Residential and long-term care unit for adults with a psychiatric diagnosis;
- 6271: Long-term nursing care – institutionalized clientele;
- 6272: Long-term basic care – institutionalized clientele;
- 6273: Long-term nursing care – other clienteles with a psychiatric diagnosis;
- 6274: Long-term basic care – other clienteles with a psychiatric diagnosis.

The premiums indicated in paragraphs A) and B) of this clause apply to the actual hours of work, including overtime and hours of leave that have been authorized and paid in the relevant activity centre or sub-centre.

A) CHSLD premium

Employees receive the following hourly premium for their actual hours of work:

Rate 2021-05-29 to 2022-03-31 ($)	**Rate as of 2022-04-01 ($)**
1.49	1.52

B) Increase in the CHLSD premium

Employees who work the total number of hours associated with their job title receive the following increase in the hourly premium for their actual hours of work in a relevant activity centre or sub-centre, instead of the premium indicated in paragraph A):

Rate 2021-05-29 to 2022-03-31 ($)	**Rate as of 2022-04-01 ($)**
1.99	2.03

For the purpose of eligibility to this increase in premium, the hours of work include regular hours and authorized paid hours of leave, but exclude overtime.

9.16 The parties may decide by local agreement to convert the premiums provided in the collective agreement into time off.

ARTICLE 10

GRIEVANCE PROCEDURE

10.01 For the purposes of articles 10 and 11 of this collective agreement, the term "grievance" also includes any disagreement over working conditions or any disagreement that is directly related to working conditions.

10.02 The employee or employees, acting alone or accompanied by a union representative, or the union as such will, within thirty (30) calendar days of learning of the events giving rise to the grievance, but within no more than six (6) months of the occurrence of these events, submit the said grievance in writing to the head of personnel or his representative, who will reply in writing within five (5) days of receiving the grievance.

Notwithstanding the foregoing, the employee has six (6) months from the occurrence of the event giving rise to the grievance to submit her/his grievance in writing to the head of personnel or his representative in the following cases, with the corresponding provisions of the appendices:

1- years of experience;

2- salaries and job titles;

3- amount of salary insurance benefit;

4- premiums and supplements.

10.03 Notwithstanding clause 10.02, any grievance related to psychological harassment must be filed within two (2) years following the most recent manifestation of such behaviour.

10.04 In accordance with the applicable case, the thirty (30)-day, six(6)-month and two(2)-year deadlines provided in the preceding clauses are obligatory, except where the parties agree in writing to an extension.

10.05 The date of the latest occurrence giving rise to the grievance will serve as a starting date for calculating the six (6)-month deadline.

10.06 Filing a grievance under the terms of clause 10.02 in itself constitutes a request for arbitration.

The contracting parties to this collective agreement may agree in writing that an arbitration decision to be rendered on a grievance filed in one or more institutions is applicable to some or all of the institutions covered by this collective agreement.

10.07 If several employees together or the union as such deem that they have been wronged, the union may submit a written request for an investigation and ruling, following the procedure outlined above. In addition, the union may file a grievance on behalf of an employee, unless the latter objects.

10.08 An employee who leaves the employer’s service without collecting the total amounts owed to her/him under the terms of this collective agreement may claim these amounts by means of the grievance and arbitration procedure.

ARTICLE 11

ARBITRATION

11.01 If the parties have not reached a satisfactory solution by the end of the five (5)-day deadline provided in clause 10.02, either party may demand that the grievance be heard in arbitration by sending the other party written notice to that effect. At the same time, that party informs the other whether it wishes to use the regular procedure or the summary arbitration procedure provided hereinafter. The parties must agree if the summary procedure is to be used, except for a grievance about one of the twenty-six (26) matters negotiated and agreed upon at the local or regional level provided in Schedule A-1 of the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, c. R-8.2), for which the summary procedure applies.

If the union fails to give the employer the aforementioned notice within six (6) months of the grievance being filed, the grievance will be deemed to have been withdrawn by the employee and the union.

The mediation procedure provided in clause 11.25 may be used at any time.

Regular procedure

11.02 The parties proceed before an arbitrator. However, the parties may consent to proceed before an arbitrator with an assessor appointed by each party.

11.03 In the event of an arbitrator with assessors, either party will designate its assessor and give the assessor's name to the other party. The other party then gives its assessor's name in turn. The two (2) assessors agree on an arbitrator.

11.04 Failing agreement on the choice of an arbitrator with or without assessors, either party may request that the Minister for Labour appoint an arbitrator from the annotated list of arbitrators provided by the Comité consultatif du travail et de la main-d'oeuvre (CCTM).

11.05 A) The principal duty of the assessors named by each party is to assist the arbitrator and represent their respective parties during the hearing and deliberations.

B) Once appointed or chosen, the arbitrator must hold the first session to examine and hear the case within a period of thirty (30) days, unless otherwise agreed.

C) The arbitrator may proceed *ex parte* if either party fails to appear on the date of the hearing without a reason deemed acceptable by the arbitrator.

D) The arbitrator must render a reasoned decision in writing within sixty (60) days of the case being examined and heard. If the parties so agree, this deadline may be extended.

11.06 The arbitrator may sit or deliberate in the absence of an assessor, if the latter has been duly notified in writing of the date of the hearing at least ten (10) days in advance and has not given a reason that the arbitrator deems satisfactory.

11.07 The arbitrator possesses the powers conferred upon him by the Labour Code (CQLR, c. C-27).

11.08 If the arbitrator rules that a sum of money should be paid, he may order that this sum bear interest at the rate provided in the Labour Code, as of the date the grievance was filed or the date this sum became payable, but never retroactive to a date preceding the filing of the grievance.

11.09 In all cases of disciplinary action or dismissal, if a grievance is submitted to an arbitrator, this arbitrator may:

a) reinstate the employee with full compensation;

b) uphold the disciplinary measure or the dismissal;

c) hand down any other decision considered to be equitable under the circumstances, including, if applicable, the amount of compensation or damages to which an employee who has been unjustly treated may be entitled.

11.10 For all grievances pertaining to an administrative measure stipulated in clause 4.13, the arbitrator may:

a) reinstate the employee with full compensation;

b) uphold the administrative measure.

11.11 For all grievances pertaining to disciplinary measures or dismissal, the employer has the burden of proof.

11.12 Under no circumstances does the arbitrator have the power to modify the text of this collective agreement.

11.13 The arbitrator decides, on the basis of the evidence, the date on which the employee learned of the event that led to the grievance, if that date is contested.

11.14 The decision of the arbitrator is enforceable and binding upon both parties.

11.15 When a grievance involves a claim for a sum of money, the interested party may first ask the arbitrator in the case to rule on the entitlement without being obliged to establish the sum of money being claimed. If it is ruled that the grievance is partly or entirely founded and the parties cannot agree on the sum to be paid, simple written notice to the arbitrator will require the arbitrator to render a final decision, with a copy of the notice being sent to the other party. In that case, the provisions of this article will apply.

11.16 In the event of a grievance concerning the criteria for obtaining a position, the burden of proof lies with the employer.

Summary procedure

11.17 The rules provided in clauses 11.01 to 11.16 apply to the summary procedure except when modified by the clauses that follow.

11.18 The hearing takes place in the presence of an arbitrator chosen by the parties at the local level, who may be appointed by them for the duration of the collective agreement, if they so

desire. Failing agreement on the choice of an arbitrator, either party asks the Minister for Labour to automatically appoint an arbitrator from the annotated list of arbitrators provided by the CCTM.

In the event of a complaint about workload, if no agreement is reached on the choice of an arbitrator, either party will request that the Minister for Labour to automatically appoint an arbitrator selected from the annotated list of arbitrators provided by the CCTM.

11.19 Grievance hearings subject to this procedure are limited to one (1) day per grievance. At the request of either party, the arbitrator may decide to extend the duration of the hearing.

11.20 The arbitrator must hear the grievance on its merits before rendering a decision on a preliminary objection, unless she/he is able to rule on the objection immediately. No document may be filed by the parties after the hearing.

11.21 The arbitrator's ruling constitutes a specific case and does not set a precedent. Her/his decision binds the local parties.

11.22 The arbitrator must hold a hearing within fifteen (15) days of accepting the case and must render her/his decision in writing within the ten (10) days following the hearing.

11.23 In the event of a workload-related grievance, the arbitrator may assess whether there is a work overload.

It is within the arbitrator's jurisdiction to order the employer to take measures to rectify the situation. The choice of measures belongs solely to the employer.

At the union's request, the arbitrator must sit between the thirtieth (30th) and sixtieth (60th) day following her/his ruling in order to determine whether the employer's action has eliminated the work overload. If not, the arbitrator decrees the action to be taken.

11.24 When the union contests the creation of a merged position, the employer submits the case to arbitration and the arbitrator appointed in accordance with the arbitration procedure must hear it in priority over any other grievance. The burden of proof lies with the employer.

Mediation procedure

11.25 When either party indicates its intention to use the mediation procedure to settle one or more grievances, the other party must indicate its agreement or disagreement, within fifteen (15) days. If the two sides agree, the following procedure applies.

The parties agree on the choice of a mediator. Failing that, the regular arbitration or the summary procedure applies, as the case may be.

The local parties may agree on all operating rules surrounding the mediation procedure.

If the parties do not settle the dispute with the mediation procedure, they may then agree to use the summary procedure or the regular grievance procedure.

The local parties may also agree on any other approach to arbitral mediation.

In all cases, the expenses and fees incurred when a mediator is appointed and performs her/his duties are assumed jointly and equally by the employer and the union.

Pre-hearing conference

11.26 When a grievance involves a measure that definitively severs the employment relationship, a suspension of five (5) days or more, or a grievance for psychological harassment or discrimination, the parties hold a pre-hearing conference by telephone in which the arbitrator takes part, forty-five (45) days before the date scheduled for the hearing, or by a deadline agreed upon by the parties.

At the pre-hearing conference, the following aspects are presented by the parties:

1- a general overview of the way the parties intend to proceed when presenting their evidence;

2- the list of documents that the parties intend to file;

3- the number of witnesses the parties intend to have testify;

4- the kind of expertise to be invoked and experts to be called on to testify, if applicable;

5- the anticipated duration of the evidence;

6- admissions;

7- preliminary objections;

8- ways to proceed quickly and efficiently in the hearing, including projected hearing dates.

If either party finds it necessary to modify any of the aforementioned aspects in order to support its case, it must first inform the arbitrator and the other party.

11.27 The grievance arbitrator's fees and expenses are assumed by the party who submitted the grievance, if the grievance is dismissed, or by the party against whom the grievance was filed, if the grievance is upheld. If the grievance is upheld in part, the arbitrator determines the portion of the fees and expenses that must be assumed by each party.

Each party assumes its assessor's fees and expenses.

However, in the event of an arbitration case submitted under the procedure for settling a dispute related to a disability, stipulated in clause 23.39 of the collective agreement, or an arbitration case involving a dismissal, neither the union nor the employee is responsible for the medical arbitrator's or the arbitrator's fees and expenses except those stipulated in clause 11.28.

11.28 In all cases, fees and expenses related to a hearing being postponed or a grievance being withdrawn are assumed by the party instigating such a postponement or withdrawal.

11.29 Notwithstanding any other provision in the collective agreement, in the event of a dispute other than a grievance submitted to a third party, the latter's fees and expenses are assumed equally by the employer and the union.

ARTICLE 12

SENIORITY

12.01 An employee can exercise her/his seniority rights once her/his probation period has been completed.

12.02 Seniority is expressed in calendar years and days.

12.03 Once her/his probation period has been completed, an employee's first day of service is used as the starting date for calculating her/his seniority.

12.04 A part-time employee's seniority is calculated in calendar days. To this end, she/he is awarded 1.4 days of seniority for each regular workday stipulated in the job title, one (1) day of annual vacation taken, and one (1) statutory holiday. For the purposes of calculating the number of statutory holidays, 1.4 days of seniority are added to the employee's seniority at the end of each accounting period (13 periods per year).

When the hours worked by a part-time employee are different from those stipulated in her/his job title for one (1) regular workday, her/his seniority for that day is calculated on the basis of the hours in a regular workday, multiplied by 1.4.

Overtime hours are not taken into account when calculating seniority.

12.05 Part-time employees cannot accumulate more than one (1) year of seniority per fiscal year (April 1 to March 31).

12.06 Whenever a comparison must be made between the seniority of a full-time employee and that of a part-time employee, the part-time employee cannot be awarded more seniority than a full-time employee for the period between April 1 and the date on which the comparison is made.

12.07 The employer informs the employee of her/his accumulated seniority, at her/his request.

12.08 Within sixty (60) calendar days of the date on which the collective agreement comes into effect and subsequently every year within fourteen (14) days of the pay period ending March 31, the employer gives the union a list of all employees covered by the certification. This list contains the following information:

- name;
- address;
- telephone number;
- e-mail address;
- hiring date;
- service or department;
- job title;
- salary;

- status (full-time, part-time);
- seniority accumulated as of March 31;
- seniority accumulated in the past year;
- work shift;
- employee number.

By September 30 of each year at the latest, the employer provides the union with the new addresses and telephone numbers of the above-mentioned employees who have moved since the previous year's list was drawn up.

12.09 This list, minus the employees' addresses, telephone numbers, e-mail address and salaries, is posted in each of the institution's sites in the usual areas for sixty (60) calendar days, during which time any interested employee or the employer may ask that the list be corrected. Once the deadline of sixty (60) calendar days is up, the list becomes the official record of seniority, subject to any challenges to the list that were raised during the posting period.

If an employee is absent during the entire posting period, the employer sends her/him written notice indicating her/his seniority. Within sixty (60) days of receiving this notice, the employee may contest her/his seniority.

12.10 A full-time employee retains and accumulates her/his seniority in the following cases:

1- layoff, in the case of an employee who is entitled to the provisions of clause 15.03;

2- layoff for twelve (12) months, in the case of an employee who is not entitled to the provisions of clause 15.03;

3- absence due to an accident or illness other than an occupational accident or illness (as mentioned below) for the first twenty-four (24) months;

4- absence due to an occupational accident or illness recognized as such by the Act respecting industrial accidents and occupational diseases (CQLR, c. A-3.001);

5- authorized leave, except where there are provisions to the contrary provided in this collective agreement;

6- leave stipulated under the provisions for parental rights (maternity, paternity or adoption).

12.11 A part-time employee is entitled to the provisions of the preceding clause in proportion to the weekly average number of days of seniority accumulated over her/his last twelve (12) months of service or since her/his first day of service, whichever date is closest to the beginning of her/his absence. These days of seniority are accumulated as they come.

12.12 An employee retains her/his seniority when she/he is seconded. Seniority acquired during this secondment is credited to her/him upon her/his return to the institution.

12.13 An employee retains her/his seniority when she/he is absent due to a disability other than an occupational accident or illness as stipulated above, from the twenty-fifth (25th) to the thirty-sixth (36th) month of this disability.

An employee who resigns from her/his position to register on the recall list retains her/his seniority.

12.14 The employee loses her/his seniority and her/his job in the following cases:

1- voluntary resignation;

2- in the case of a student, a return to full-time studies constitutes a voluntary resignation. Only students hired solely to do replacement work during the annual vacation period are affected by the provisions of this paragraph;

3- dismissal;

4- refusal or neglect on the part of the employee from the recall list to make known her/his availability, after having received thirty (30) days' notice from her/his employer to this effect. The notice is sent by registered letter to the last known address of the employee, and a copy is sent to the union;

5- layoff exceeding twelve (12) months, with the exception of employees covered by clause 15.03;

6- absence due to a disability other than an occupational accident or illness (as mentioned above), after the thirty-sixth (36th) month of absence.

12.15 An employee loses her/his seniority without losing her/his job, if she/he is absent for more than three (3) consecutive days of work without providing notice or a reasonable excuse.

12.16 An employee can assert her/his seniority rights in regard to all the jobs covered by the bargaining unit, in compliance with the rules provided in this collective agreement, and will retain her/his seniority when her/his job status changes.

In regard to provisions that may be subject to a local agreement under this collective agreement or to a provision negotiated and agreed upon at the local level, the local parties may agree to apply seniority to all the bargaining units combined.

12.17 The provisions on seniority apply to full-time employees and part-time employees. Full-time employees and part-time employees accumulate seniority in accordance with the provisions of this article for the purposes of acquiring rights under this collective agreement.

ARTICLE 13

BUDGETS FOR THE DEVELOPMENT OF HUMAN RESOURCES AND PROFESSIONAL PRACTICE

13.01 Each year from April 1 to March 31, the employer will devote a percentage of the payroll[1] to the development of all human resources within the bargaining unit. The amount is determined as follows:

- Nursing and cardio-respiratory care: 1.34%
- Paratechnical personnel, auxiliary services and trades: 0.50%
- Office employees and administrative technicians and professionals: 0.50%
- Health and social services technicians and professionals: 1.25%

This amount cannot not be less than one hundred dollars ($100.00).

13.02 If in the course of a year, the employer does not commit the entire amount thus determined, the remaining sum is added to the amount he must earmark for these activities the following year.

Development of the professional practice of employees in the job class of health and social services technicians and professionals

13.03 Each year from April 1 to March 31, the employer will devote a budget equivalent to 0.28% of the payroll[2] of all the employees in the bargaining unit specifically for the development of the professional practice of employees in the job class of health and social services technicians and professionals.

The parties must concur, by local agreement, on the use of the budget dedicated to the development of professional practice.

For the 2021-2022 financial year, the budget is prorated to the period between the effective date of the collective agreement and March 31, 2022.

[1] The total payroll is the amount paid, for the preceding fiscal year, in regular salaries listed in the list of job titles, job descriptions and salary rates and scales in the health and social services sector, leave with pay, days of sick leave and salary insurance, plus employee benefits paid as a percentage (vacations, statutory holidays, sick leave and, if applicable, salary insurance) to part-time employees. Payroll excludes supplements, premiums and additional remuneration.

[2] The total payroll is the amount paid, for the preceding fiscal year, in regular salaries listed in the list of job titles, job descriptions and salary rates and scales in the health and social services sector, leave with pay, days of sick leave and salary insurance, plus employee benefits paid as a percentage (vacations, statutory holidays, sick leave and, if applicable, salary insurance) to part-time employees. Payroll excludes supplements, premiums and additional remuneration.

ARTICLE 14

LAYOFF PROCEDURE

I – SPECIAL MEASURES

14.01 1- Changes in mission with creation of a new institution or integration into one or more institutions that assume the same mission (whether or not there is a new legal entity)

A) As long as there is an equal or greater number of jobs available in the same job title and the same status, employees with job security will choose a position by seniority, in their institution or another institution. Should the employees fail to make this choice, they will be registered on the recall list of the institution that has changed its mission.

B) If there are fewer jobs to be filled in the same job title and status than the number of employees with job security in that job title and status, the latter will choose a position with the same status, by seniority, in their institution or in another institution, in the following order:

1- in the same job title;

2- if there is a lack of available positions in the same job title, said employees will choose a position from the same sector provided they meet the normal requirements of the job.

However, an employee with job security cannot be prevented from choosing a position in her/his job title as a result of the implementation of the provisions stipulated in sub-paragraph 2.

Should the employees fail to make a choice, they will be registered on the recall list of the institution that has changed its mission.

C) If there are still positions to be filled, employees who hold jobs without job security will choose a position, by seniority, in their institution or in another institution. The choice will be made among positions with the same status and job title. Failing that, the choice will be made in another job title from the same sector, provided the employees meet the normal requirements of the job. Should these employees fail to make a choice, they will be registered on the recall list of the institution that has changed its mission.

D) Until the new organization plan comes into effect, when the employer abolishes a position in a service or department, the least senior employee with the same job title and status in this service or department is the one affected. If that employee chooses a position in another institution, she/he is transferred to it in that institution as soon as she/he can assume that position. In the meantime, employees with job security are registered on the replacement team in their institution and those with no job security are registered on the recall list in their institution.

Employees unable to obtain a position are laid off and registered, if applicable, with the Service national de main-d'œuvre (SNMO).

2- Changes in mission without creation of a new institution or integration into another institution

A) As long as there is an equal or greater number of jobs available in the same job title and the same status, employees with job security will choose a position by seniority. Should they fail to make such a choice, they will be registered on the recall list.

B) If there are fewer jobs to be filled in the same job title and status than the number of employees with job security in that job title and status, the latter will choose, by seniority, between staying in the institution and leaving it.

However, if the number of employees with job security who choose to remain in the institution is not enough to fill the available positions, these positions must be filled by the employees with the least seniority among those in the same job title and status who have job security.

Until the new organization plan comes into effect, when the employer abolishes a position or closes down a service or department and the employee concerned has job security and has chosen to leave the institution, she/he will be laid off. If the employee concerned has chosen to stay in the institution, she/he will take the position of the most senior employee in the same job title and status in the institution who has chosen to leave. In the event that there are not enough employees who have chosen to leave, she/he will take the position of the employee with the same job title and status who has the least seniority in the institution. If the employee affected by the abolishment of a job or the closure of a service or department does not have job security, she/he will take the position of the employee from the same sector and status who has the least seniority in the institution, provided she/he meets the normal requirements of the job. The employee thereby affected or the one unable to obtain a position will be laid off.

When the organization plan comes into effect, employees with job security who remain in the institution must choose a position with the same status, among the positions to be filled, by seniority, in the order stipulated in paragraph B of clause 14.01-1.

Should they fail to make a choice, they will be registered on the recall list.

C) If there are still positions to be filled, employees who hold jobs without job security will choose a position, by seniority, with the same status and job title. Failing that, the choice will be made in another job title from the same sector, provided the employees meet the normal requirements of the job. Should these employees fail to make a choice, they will be registered on the recall list.

Employees unable to obtain a position will be laid off and registered, if applicable, with the SNMO.

14.02 1- Total shutdown of an institution with creation of or integration of this institution or a part thereof into one or more institutions

A) As long as there is an equal or greater number of jobs available in the same job title and the same status, employees with job security will choose a position by seniority in another institution. Should they fail to make such a choice, they will be deemed to have resigned.

B) If there are fewer jobs to be filled in the same job title and status than the number of employees with job security in that job title and status, the latter will choose a position, by seniority, in another institution, in the order stipulated in paragraph B of clause 14.01-1. Should they fail to make a choice, they will be deemed to have resigned.

Until the date the institution closes definitively, when the employer abolishes a position in a service or department, it is the employee from that job title and status with the least seniority in this service or department who will be laid off. If that employee has chosen a position in another institution and that position is vacant, she/he will be transferred to that position. If said employee does not have job security, she/he will take the position of the employee from the same sector and status who has the least seniority in the institution, provided she/he meets the basic requirements of the job. The employee thus affected or the one who was unable to obtain a position is laid off.

C) If there are still positions to be filled, employees who hold jobs without job security will choose a position in another institution, by seniority, with the same status and job title. Failing that, the choice will be made in another job title from the same sector, provided the employees meet the normal requirements of the job. Should these employees fail to make a choice, they will be deemed to have resigned.

Employees unable to obtain a position will be laid off and registered, if applicable, with the SNMO.

2- Total shutdown of one or more institutions without creation of or integration into another service or department

Until the date the institution closes definitively, when the employer abolishes a position in a service or department, it is the employee from that job title and status with the least seniority in this service or department who will be laid off. If that employee does not have job security, she/he will take the position of the employee from the same sector and status who has the least seniority in the institution, provided she/he meets the normal requirements of the job. The employee thus affected or the one who was unable to obtain a position will be laid off.

On the date the institution closes definitively, the employees who are still employed by the institution will be laid off and registered, if applicable, with the SNMO.

14.03 Total or partial shutdown of one or more services or departments with creation or integration of said services or departments or part(s) thereof into one or more institutions that take on the same vocation for the population as was formerly carried out by said service(s) or department(s)

When the employer completely shuts down one or more services or departments, the employees from the service or department are the ones affected.

When the employer partially shuts down a service or department, the employees with the least seniority in the job title and status concerned are the ones affected.

Employees whose position is abolished will choose a position in another institution, by seniority, in the same job title and status, according to the jobs available.

However, if there are fewer positions to be filled in the same job title and status than the number of employees with job security whose position is abolished, these employees will choose, by seniority, between using the bumping and/or layoff procedure and filling a position available in another institution. Any positions still available are then filled by employees with the least seniority among those with job security.

Employees who refuse this transfer will be registered on their institution's recall list.

If there are not enough available positions in the same job title and status, the other employees will be subject to the bumping and/or layoff procedure.

14.04 Merger of institutions

On the date of the merger, the employees are transferred to the new institution.

A) If the organization plan resulting from the merger of institutions provides for the partial shutdown of a service or department with creation of or integration into one or more other services or departments, the provisions of clause 14.05 will apply.

B) If the organization plan resulting from the merger of institutions provides for the shutdown of services or departments without creation of or integration into any other service(s) or department(s), the provisions for the bumping and/or layoff procedure will apply.

C) If the organization plan resulting from the merger of institutions provides for the shutdown of a service or department with creation of or integration into one or more other services or departments or merger of services or departments, the provisions of clause 14.07 will apply.

14.05 Total or partial shutdown of one or more services or departments with creation of or integration into one or more other services or departments

When the employer completely shuts down a service or department, the employees from the service or department are the ones affected.

When the employer partially shuts down a service or department, the employees with the least seniority in the job title and status concerned are the ones affected.

Employees whose position is abolished choose a position, by seniority, in the same job title and status, in another service or department, according to the jobs available.

However, if there are fewer positions to be filled in the same job title and status than the number of employees with job security whose position is abolished, these employees will choose, by seniority, between using the bumping and/or layoff procedure and filling a position available in another service or department. Any positions still available are then filled by employees with the least seniority among those with job security.

Employees who refuse this transfer are registered on their institution's recall list.

If there are not enough available positions in the same job title and status, the other employees are subject to the bumping and/or layoff procedure.

14.06 Shutdown of one or more services or departments without creation of or integration into one or more other services or departments

If one or more services or departments are closed, the bumping and/or layoff procedure will apply.

14.07 Merger of services or departments

Employees are transferred within the same job title and status into the new service or department, according to the jobs available.

In the event that there are fewer positions to be filled than the number of employees affected, the positions are filled, by seniority, by employees from the same job title and status. If they refuse, they are registered on the recall list.

If there are not enough available positions in the same job title and status, the other employees are subject to the bumping and/or layoff procedure.

14.08 In the context of special measures stipulated in clauses 14.01 to 14.07, at the request of either party, the parties meet to agree, if applicable, on alternatives likely to reduce the impact on employees. They may also agree locally to other terms of application for clauses 14.05 to 14.07.

14.09 In the cases stipulated in clauses 14.01 to 14.04, the employer gives a single notice in writing, at least two (2) months in advance, to the SNMO, the national joint committee on job security, the union and the employee.

14.10 In the cases stipulated in clauses 14.05 to 14.07, the employer gives a single notice in writing, at least two (2) months in advance, to the union and the employee.

Except for the notice given to the employee, the notice stipulated in clauses 14.09 and 14.10 includes the name, address and job title of the employees in question. Notice to the SNMO also includes the telephone numbers of the employees in question.

The notice given to the union also includes the following information:

- the prescribed deadline;
- the nature of the reorganization;
- any other relevant information related to the reorganization.

An employee affected by a layoff receives at least two (2) weeks' notice in writing.

14.11 Transfers of employees arising from the application of clauses 14.01 to 14.07 are carried out within a radius of seventy (70) kilometres of their home base or domicile.

However, an employee transferred outside of a radius of fifty (50) kilometres of her/his home base or domicile is entitled to the mobility premium stipulated in article 15 and to the moving expenses stipulated in article 16, if applicable.

To be eligible for reimbursement of expenses as stipulated in article 16, the move must take place within a maximum of six (6) months of the employee's first day in her/his new position.

14.12 For the purposes of applying this article, the term "institution" includes a community service.

14.13 An institution that takes over and/or creates one or more new services or departments may not proceed with any hiring of applicants from outside that would in effect deprive the employees from one or more of the services or departments being shut down of a job in the new institution or in the new service or department.

An employee who is transferred to a new institution following implementation of a special measure stipulated in this article carries over to her/his new employer the seniority that she/he held with her/his old employer.

14.14 For the purposes of applying the special measures stipulated in this article, staff transfers are done by status.

In the case of part-time employees, these provisions apply to positions that have the same number of hours as the position she/he holds, or more.

14.15 In the context of special measures stipulated in clauses 14.01 to14.07, the employer posts the list of available jobs for a period of seven (7) days.

14.16 At the end of the period of advance notice, except for employees covered by the provisions of clause 14.02, an employee who has been laid off must use the bumping and/or layoff procedure before benefiting from the provisions of article 15, if applicable.

14.17 Abolishment of one or more positions

In the event that one or more non-vacant positions are abolished, the employer gives the union at least four (4) weeks' notice in writing, indicating the position or positions to be abolished. This notice may also include any other information pertaining to the abolishment. At the request of either party, the parties meet to reach an agreement, if applicable, on alternatives likely to reduce the impact on employees.

The bumping and/or layoff procedure applies.

II – BUMPING AND/OR LAYOFF PROCEDURE

14.18 The bumping and/or layoff procedure to be negotiated and agreed upon at the local level:

a) must take into account the employees' seniority, insofar as they meet the normal requirements of the job;

b) must take into account employees' job status;

c) must ensure that at the end of the bumping and/or layoff process, the employee who is in fact laid off is the one with the least seniority, taking into account the two principles stipulated in paragraphs a) and b). This provision does not apply if all the employees affected by the bumping and/or layoff procedure have job security.

Unless the local parties agree otherwise, the bumping procedure is carried out within a radius of fifty (50) kilometres of the covered employee's home base or domicile. Where there are no bumping options for the covered employee within this fifty (50) kilometre radius, the applicable radius is seventy (70) kilometres.

14.19 A full-time employee or part-time employee who bumps a part-time employee has her/his salary adjusted in proportion to her/his work hours.

14.20 In all cases, an employee who bumps outside a fifty (50)-kilometre radius from her/his home base or domicile is entitled to the mobility premium provided in article 15 and the moving expenses provided in article 16, if applicable. To be eligible for reimbursement, the move must take place within a maximum of six (6) months of the employee's first day in her/his new job.

14.21 The salary of an employee affected by the provisions of this article is determined in accordance with clauses 7.02 to 7.06. Unless there are provisions to the contrary stipulated in this article, in no instance may an employee incur a reduction in salary.

14.22 If, as a result of implementing the bumping and/or layoff procedure, employees covered by clause 15.02 or 15.03 are in fact laid off, these employees will be reassigned to another position in accordance with the procedure provided in article 15. The other employees will be registered on the institution's recall list.

Definition of radius

14.23 For the purposes of applying this article, the fifty (50)- or seventy (70)-kilometre radius, as the case may be, is calculated by road distance (following the usual route) centered on the home base where the employee works or her/his domicile.

ARTICLE 15

JOB SECURITY

An employee covered by clauses 15.02 or 15.03 who is laid off following the application of the bumping and/or layoff procedure or following the total shutdown of her/his institution or the total destruction of her/his institution by fire or otherwise, is entitled to the provisions of this article.

15.01 Replacement team

A) An employee covered by clause 15.03 who has been laid off following the application of article 14 will be registered on the replacement team of the institution where she/he is an employee. When signed up on the work schedule, the employee is covered by the provisions of the collective agreement. In this case, however, her/his remuneration will not be lower than the layoff benefits stipulated in clause 15.03.

B) Employees from the replacement team are signed up on the work schedule according to their pre-layoff status (full-time, part-time), and must report for work.

C) Employees from the replacement team are assigned to duties in a comparable job title, as per clause 15.05, provided they meet the normal requirements of the duties to be performed.

D) All assignments to a full-time position must first be given on a priority basis to a full-time employee, regardless of the part-time employees' seniority.

E) Employees from the replacement team may not refuse a proposed assignment.

F) During the first twelve (12) months following an employee's layoff, the employer may assign an employee from the replacement team outside a radius of fifty (50) kilometres but no further than seventy (70) kilometres from her/his home base or domicile.

After the twelve (12)-month period following an employee's layoff, the employer may assign an employee from the replacement team outside a radius of seventy (70) kilometres from her/his home base or domicile.

The following conditions apply to these assignments:

1- the employer provides the employee with the travel and living-expense allowances stipulated in article 27 (Travel allowances);

2- he can assign the employee only for replacement assignments involving at least five (5) days of work;

3- he can assign the employee only for short-term replacements [one (1) month, maximum], limiting the number of assignments to no more than four (4) non-consecutive assignments per year;

4- the employee cannot be kept on this assignment and must be reassigned to a replacement assignment within a radius of fifty (50) or seventy (70) kilometres, as the case may be, as soon as such an assignment is available, notwithstanding the seniority rules stipulated in this clause;

5- replacement assignments outside the radius of fifty (50) or seventy (70) kilometres, as the case may be, are used only in exceptional circumstances.

15.02 An employee with between one (1) and two (2) years of seniority who is laid off will benefit from employment priority in the health and social services sector. Her/his name will be registered on the SNMO list, and she/he will be reassigned in accordance with the procedures stipulated in this article.

This employee must receive written notice of layoff at least two (2) weeks in advance. A copy of this notice is sent to the union.

During her/his waiting period for reassignment, the employee cannot accumulate days of sick leave, vacation or statutory holidays.

Moreover, the employee will not receive any benefits during her/his waiting period or be entitled to the mobility premium, moving or living expenses, or the severance pay provided in this article.

An employee covered by the first (1st) paragraph of this clause who has been laid off following the application of the bumping and/or layoff procedure will be registered on the institution's recall list.

15.03 An employee with two (2) years or more of seniority who is laid off will be registered on the SNMO list and be entitled to job security as long as she/he has not been reassigned to another job in the health and social services sector under the procedures provided in this article.

Job security only includes the following benefits:

1- reassignment in the health and social services sector;

2- layoff benefits;

3- continuity of the following benefits:

a) standard life insurance plan

b) basic health insurance plan

c) salary insurance plan

d) pension plan

e) accumulation of seniority under the terms of this agreement and this article

f) vacation plan

g) transfer of the employee's sick leave bank and accumulated vacation time at the time of her/his reassignment to a new employer, minus the days used during her/his waiting period

h) parental rights stipulated in article 22.

Union dues continue to be deducted.

Layoff benefits are equal to the salary provided for in the employee's job title or to her/his off-scale salary, if applicable, at the time of her/his layoff.

During the period in which she/he has not been reassigned, a part-time employee receives layoff benefits equal to the average weekly salary for the hours of work performed during her/his last twelve (12) months of service. However, these benefits may not be less than the salary that corresponds to the regular hours of the position she/he held at the time she/he was laid off.

These benefits are increased on the date of the statutory increase and the date of a change in scale, if applicable.

Evening, night, and increases in evening-shift, night-shift or rotating shift premiums split-shift, seniority, responsibility and inconvenience premiums not incurred are excluded from the basis of calculation for the layoff benefits.

15.03A For the purposes of calculating layoff benefits for part-time employees, the regular hours in a part-time position are the average weekly number of hours stipulated in the posting plus, if applicable, the weekly average of other hours worked in that position by the employee who holds that position or by another employee, over the past twelve (12) months.

For the purposes of applying the preceding paragraph, the hours worked on an assignment of a limited duration or to handle a temporary work overload, as well as overtime hours, are excluded from the calculation.

If the part-time position was created less than twelve (12) months prior, the average will be calculated on the basis of the number of weeks since it was created.

15.04 For the purposes of acquiring the right to job security or employment priority, seniority will not be accumulated by the following:

1- an employee who is laid off;

2- an employee on authorized leave of absence without pay after the thirtieth (30^{th}) day from the beginning of the leave, except for leaves covered in paragraphs 22.13, 22.14, 22.15, 22.19, 22.19A, 22.21A and 22.22;

3- an employee on sick leave or accident leave after the ninetieth (90^{th}) day from the beginning of the leave, excluding industrial accidents and occupational diseases recognized as such under the Act respecting industrial accidents and occupational diseases (CQLR, c. A-3.001);

4- an employee who is not the incumbent of any position in the institution. However, when such an employee obtains a position, her/his accumulated seniority in the institution is credited for the purposes of job security or employment priority, subject to the restrictions stipulated in the preceding paragraphs.

15.05 Reassignment procedure

An employee is reassigned to a position for which she/he meets the normal requirements of the job, taking into account seniority, applied by reassignment area. The requirements must be relevant and related to the nature of the duties.

During the first twelve (12) months following an employee's layoff, the applicable reassignment area is fifty (50) kilometres. After this period, the applicable reassignment area is seventy (70) kilometres.

The reassignment area is a geographic area within a fifty (50) or seventy (70) kilometre radius, as the case may be, by road (following the usual route), centered on the home base where the employee works or on her/his domicile.

Reassignment is carried out in the following order:

Section I – Reassignment to a comparable position[1]

A) A full-time employee covered by clause 15.03 is deemed to have applied for any vacant or newly created comparable position with the same status in the institution in which she/he is employed in the reassignment area applicable to the time period that has elapsed since the layoff date, and for which she/he meets the normal requirements of the job. A part-time employee is deemed to have applied for any comparable position with the same number of hours or more than the position she/he held and for which she/he meets the normal requirements of the job.

B) The position is awarded to an employee if she/he is the only applicant or the one with the most seniority. If she/he refuses the position, she/he is deemed registered on the institution's recall list.

C) If another applicant for this position has more seniority than the employee covered by clause 15.03, the employer will award the position in accordance with the provisions on voluntary transfers, provided that the applicant frees up a comparable position that is accessible to the most senior employee covered by clause 15.03.

D) Otherwise, the position is awarded to the employee who has the most seniority on the replacement team. If she/he refuses the position, she/he will be deemed to be registered on the institution's recall list.

E) The rules provided in the preceding paragraphs apply to vacancies ensuing from a promotion, transfer or demotion until the end of the process, in accordance with the relevant provisions on voluntary transfers.

F) In the event that a position that is required to be awarded to an employee covered by clause 15.03 is located more than fifty (50) kilometres from her/his home base and domicile, the following provisions apply:

1- The employee can refuse the position offered as long as there is another employee covered by the same clause who has less seniority and who meets the normal requirements of the position, and if the position is a comparable position located in the reassignment area applicable to the time period that has elapsed since the layoff date. However, an employee covered by clause 15.03 can refuse the position offered as long as there is another employee covered by the same clause who has less seniority in the reassignment area applicable to the time period that has elapsed since the layoff date, and meets the normal requirements of the job, and for whom it is a comparable position

2- If more than one position can be awarded to the employee, she/he is reassigned to the position considered to be the most advantageous for her/him.

3- The reassignment to such a position may be granted if the anticipated replacement needs ensure steady work for the employee and if a vacant comparable position in the institution and within the replacement area applicable to the time period that has elapsed since her/his layoff becomes accessible within a given period of time.

[1] A comparable position within the institution.

4- The local parties may agree on other measures to the same effect that are likely to mitigate the impact of the replacement of an employee covered by clause 15.03 in a position in an institution located further than fifty (50) kilometres.

G) Until her/his reassignment, an employee may be assigned to a vacant or newly created comparable part-time position with fewer hours than the position she/he held and for which she/he meets the normal requirements of the job. During that period, she/he is not governed by the provisions on voluntary transfers.

H) An employee thus assigned continues to be covered by the provisions of this article. She/he is registered on the replacement team to complete her/his work week or, in the case of a part-time employee, until she/he has worked the number of hours used to calculate her/his layoff benefits.

Section II – Reassignment to an available comparable position[1]

A) An employee covered by clause 15.03 must accept any comparable position available that is offered to her/him in the reassignment area applicable to the time period that has elapsed since the layoff date.

B) However, an employee covered by clause 15.03 can refuse the position offered as long as there is another employee covered by the same clause who has less seniority in the reassignment area applicable to the time period that has elapsed since the layoff date, who meets the normal requirements of the job, and for whom it is a comparable position.

C) Written notice of the offer must be sent to the least senior employee, who has five (5) days to indicate her/his choice.

D) The SNMO may oblige an employee affected by the total shutdown of an institution or by the total destruction of the institution by fire or otherwise, to move if there is no other institution in the applicable reassignment as provided in clause 15.05.

The SNMO may also oblige an employee to move if there are no available and comparable positions in the applicable reassignment area provided in clause 15.05.

In such cases, the employee will move as close as possible to her/his former home base, and will be entitled to the mobility premium provided in clause 15.10 and moving expenses, if applicable.

E) A part-time employee is reassigned in an available comparable position provided that the weekly number of work hours for this position is equal to or greater than the weekly average hours that this employee worked in the last twelve (12) months of service preceding her/his layoff.

F) A full-time employee who is reassigned on an exceptional basis to a part-time position does not thereby incur any pay reduction in relation to the salary she/he earned in her/his job title prior to being laid off.

G) An employee who is offered a position under the terms of application described above is entitled to refuse such a position. In the event of her/his refusal, she/he is deemed registered on the recall list of her/his institution, subject to the choices open to her/him under the preceding paragraphs. However, if the institution no longer exists, the employee's refusal is deemed to be a

[1] A comparable position within the institution.

voluntary resignation from her/his position, subject to the choices open to her/him under the preceding paragraphs.

H) When an employee so requests, the employer may postpone her/his reassignment to another institution if the anticipated replacement needs ensure steady work for the employee and if a vacant comparable position in the institution may become accessible within a given period of time.

Section III – Available position

A) For the purposes of applying this article, a full-time or part-time position is considered available when there is no applicant who meets the normal requirements of the job, or when according to the provisions on voluntary transfers, the position should be filled by a part-time employee with less seniority than an employee covered by clause 15.03 who is registered on the SNMO list.

B) No institution may call in a part-time employee with less seniority than an employee covered by clause 15.03 who is registered on the SNMO list, or hire an outside applicant for an available full-time or part-time position as long as there are employees covered by clause 15.03 who are registered on the SNMO list and meet the normal requirements of such a position.

Section IV – Comparable position

For the purposes of applying this article, a position will be deemed comparable if the position offered under the preceding clauses is included in the same sector of work as the one the employee has left. The sectors are the following:

1- nursing;

2- graduate technicians' work;

3- para-technical work;

4- auxiliary services;

5- office work;

6- trades;

7- social work (social aides, social work technicians /social counsellors and contributions technicians);

8- education and/or rehabilitation (educators, specialized education technicians/special care counsellors);

9- nursing assistants' work;

10- professional work.

Section V – Miscellaneous provisions

15.06 An employee must meet the normal requirements of any position to which she/he is reassigned. It is up to her/his new employer to prove that the applicant who was reassigned by the SNMO is unable to meet the normal requirements of the job.

15.07 An employee covered by clause 15.03 may ask to be reassigned to a non-comparable position in her/his institution, for which she/he meets the normal requirements.

15.08 An employee who has to move pursuant to this article receives written notice and is granted a period of five (5) business days to make her/his choice. A copy of such notice is forwarded to the union.

15.09 An employee covered by clause 15.03 may accept a position outside of the reassignment area applicable to the time period that has elapsed since the layoff date. An employee who accepts a position outside of a radius of seventy (70) kilometres of her/his home base or domicile is entitled to a reassignment premium equal to three (3) months' salary, and moving expenses, if applicable.

15.10 Subject to clause 15.09, an employee covered by clause 15.03 who is reassigned, within the meaning of this article, outside of a fifty (50) kilometre radius of her/his home base or domicile is entitled to the reassignment premium. If the employee has to move, she/he is entitled to moving expenses as provided in the Conseil du trésor regulations appearing in article 16 or the allowances provided by the federal labour mobility program, if applicable.

15.11 A part-time employee covered by clause 15.03 receives the replacement premium in proportion to the number of hours worked during her/his last twelve (12) months of service.

15.12 An employee covered by clause 15.03 ceases to receive her/his layoff benefits as soon as she/he has been reassigned within the health and social services sector or as soon as she/he holds a job outside this sector.

15.13 A reassigned employee carries over to her/his new employer all the rights conferred upon her/him by this agreement, except the privileges acquired under article 28 that are not transferable.

15.14 If there is no collective agreement with the new employer, each reassigned employee will be covered by the provisions of this agreement insofar as such provisions are individually applicable, as if it were a personal employment contract, until a collective agreement is concluded in the institution or until her/his working conditions become regulated.

15.15 An employee covered by clause 15.03 who, on her/his own initiative, finds work outside the health and social services sector between the time she/he is effectively laid off and her/his notice of reassignment or who, for personal reasons, decides to leave this sector for good and hands in her/his resignation in writing to her/his employer, is entitled to an amount equal to six (6) months' salary as severance pay.

A part-time employee receives severance pay in proportion to the hours worked in the last twelve (12) months of service preceding her/his layoff.

Notwithstanding the preceding, during the first three (3) weeks of being laid off, an employee can elect to hand in her/his resignation upon receipt of the written notice of reassignment stipulated in this clause, without affecting her/his right to a severance premium.

15.16 Service national de main-d'œuvre (SNMO)

1- A national workforce planning service is established and falls under the responsibility of the Comité patronal de négociation du secteur de la santé et des services sociaux (CPNSSS).

The SNMO coordinates the reassignment and assumes the responsibility for implementing the retraining programs for employees covered by clause 15.03, in accordance with the rules stipulated in the collective agreement.

2- At the end of each accounting period, the SNMO transmits to the representatives of the comité paritaire national sur la sécurité d'emploi (CPNSE) all the information associated with fulfilling its terms of reference, notably:

- the list of available positions;
- the list of employees covered by clause 15.03, including information appearing on their registration file, highlighting the following situations:
  - employees registered during the accounting period;
  - employees whose names have been struck from this list during the accounting period, the reason, and if applicable, the name of the institution where they were reassigned;
  - employees who have still not been reassigned.

3- The SNMO also transmits in writing all the information about a reassignment to the representatives of the CPNSE, the institutions and unions concerned, and the employees covered by clause 15.03 who are from the same sector of work and have more seniority than the employee reassigned.

15.17 Retraining

1- For the purposes of reassigning employees to job titles that are subject to a large number of requests for available positions at the SNMO, retraining courses will be accessible to employees covered by clause 15.03 who have few reassignment opportunities.

Retraining for employees with job security who are registered with the SNMO may be updated by any academic or other approach to learning that enables the employee in question to acquire or update skills and/or knowledge required for her/his job title or another job title.

To give priority to the reassignment of employees covered by clause 15.03 in their institution after a retraining period, the local parties shall agree beforehand that a position be made available to the employees thus retrained.

2- Employees' eligibility for retraining courses is subject to the following conditions:

- the employee's job title has been identified as a priority for retraining;
- the employee meets the requirements of the organizations offering the courses;
- an available position can be offered in the short term to the retrained employee.

3- The following provisions apply to employees slated for retraining:

- an employee who is taking retraining courses is not compelled to accept a replacement assignment or a reassignment during her/his retraining;
- the SNMO pays for tuition fees;

- an employee who has completed her/his retraining is subject to the rules on replacements, in her/his job title as well as in the job title for which she/he has been retrained;
- for the purposes of reassigning her/him, an employee who has completed her/his retraining will be deemed to be in the job title for which she/he has been retrained;
- an employee may, with a valid reason, refuse to take a retraining course thus offered; if she/he has no valid reason, she/he will be deemed to be on the institution's recall list.

15.18 Recourse

Any employee covered by clause 15.03 who believes she/he has been wronged by a decision of the SNMO may request that the CPNSE examine her/his case by sending a written notice to this effect within ten (10) days of the SNMO transmitting information under clause 15.16-3 on a reassignment, or within ten (10) days of the SNMO transmitting its appraisal of the reason for her/his refusal to accept the retraining offered.

The CPNSE settles the dispute within ten (10) days of receiving notice, or within any other time limit agreed upon by the committee.

A unanimous decision by the CPNSE is transmitted in writing to the SNMO, the employees, the unions and the institutions concerned. The committee's decision is enforceable and binding on all the interested parties.

When members of the CPNSE fail to settle a dispute, they shall agree on the choice of an arbitrator. Failing such agreement, an arbitrator will automatically be appointed by the Ministère du Travail, de l'Emploi et de la Solidarité sociale. The arbitrator's fees and expenses are assumed equally by the parties.

The arbitrator must transmit to the parties on the CPNSE, the SNMO, the employees, the unions and the institutions concerned, the location, date and time he intends to proceed with the appeal hearing. The arbitrator must hold the appeal hearing within twenty (20) days of being referred the case.

The arbitrator proceeds with the hearing and hears every witness and representation made by the parties (CUPE-FTQ and the SNMO) and by any interested party.

If either party fails to be present or represented on the day of the hearing after being duly convened, the arbitrator may proceed in the absence of one of the parties.

The arbitrator must hand down her/his decision within fifteen (15) days of the date set for the hearing. This decision must be reasoned and issued in writing.

The arbitrator's decision is enforceable and binding on all the parties involved.

The arbitrator has all the powers attributed under the terms of article 11 of the collective agreement.

It is agreed that the arbitrator may not add to, abridge or alter anything in the text of this collective agreement.

If the arbitrator comes to the conclusion that the SNMO has not acted in accordance with the provisions of the collective agreement, she/he may:

- cancel a reassignment;
- order the SNMO to reassign the wronged employee in compliance with the provisions of the collective agreement;
- render any decision on the reasons for the employee's refusal to undergo retraining;
- issue decrees that are binding on all the interested parties.

15.19 Joint national committee on job security (CPNSE)

1- A joint regional committee on job security is established. It is composed of three (3) representatives of CUPE-FTQ and three (3) representatives of the CPNSSS. If the issue to be dealt with involves more than one union organization, the CPNSE will be expanded and will sit with three (3) representatives present from each of the union organizations in question.

Ms. Nathalie Faucher[1] is appointed chairperson. She participates in CPNSE meetings only if the committee is not unanimous on a decision to be handed down pursuant to paragraphs 3 and 4, or if the CPNSE fails to agree on the admissibility of a dispute related to special measures.

2- The CPNSE's terms of reference are to:

a) verify the application of the rules stipulated in the collective agreement for the SNMO's reassignment of employees covered by article 15;

b) settle disputes related to SNMO decisions;

c) cancel a reassignment if the procedure for reassignment to an available and comparable position has not been applied;

d) identify solutions in the event that:

- in the last six (6) months of their layoff, employees covered by clause 15.03 were reassigned for less than 25% of the number of hours used to set their layoff benefits;
- employees covered by clause 15.03 have not been reassigned in the first twelve (12) months of their layoff;
- there are reassignment difficulties related to the reassignment area;

e) analyze the options of retraining employees covered by clause 15.03 who have few reassignment possibilities, discuss the sums of money that have to be devoted to such retraining, and if applicable, identify selection criteria. The CPNSE shall submit its recommendations to the SNMO;

f) discuss any issue related to job security that stems from its terms of reference.

3- At the request of a union or an employer, the CPNSE decides any dispute over the applicable terms and conditions in the event of a special measure not provided for in the

[1] Should the chairperson be unable to fulfill her duties, Mr. Claude Martin will be her alternate.

collective agreement, or any dispute over the provision to choose among clauses 14.01 to 14.07. In the latter case, the dispute must involve more than one (1) bargaining unit.

Such a request must be made within thirty (30) days of the date on which the employer transmits a notice of his intention to apply such a measure.

If the CPNSE cannot agree on the admissibility of a dispute, the chairperson decides. In the event that the CPNSE, or failing that, the chairperson, concludes that the dispute is admissible before the CPNSE, the contemplated measure is suspended until the decision is handed down.

Each employer and each local union may be represented by two (2) people from the institution (without legal counsel).

The CPNSE determines whether regulations are necessary that would be applicable in the event of a special measure not provided for in the collective agreement or when different rules cannot be reconciled.

4- At the request of either of its constituent parties, the CPNSE meets:

a) to agree on the measures needed to:

- deal with any decision resulting in the local parties shirking their obligations, by agreement or otherwise, in regard to available positions for employees covered by clause 15.03;
- deal with any decision at the regional level that might contravene the provisions of the job security system;

b) to examine, if need be, the possibility of reconciling the rules concerning the reassignment of employees covered by clause 15.03 when more than one union organization is involved, and if the rules on reassignment are not reconcilable, examine the reassignment of these employees;

c) to examine the validity of an employee's registration with the SNMO when she/he is covered by clause 15.03.

5- Any unanimous decision by the CPNSE pursuant to paragraphs 3 and 4 is enforceable and binding on both interested parties. If the CPNSE fails to reach an agreement, the chairperson settles the question and must render a decision in writing within fifteen (15) days of the CPNSE's meeting. That decision is enforceable, final and binding on all the interested parties. The chairperson has all the powers of an arbitrator under the terms of article 11 of the collective agreement. It is agreed that the chairperson of the CPNSE may not add to, abridge or alter the provisions stipulated in the collective agreement except in the following cases:

- no provision was made for the special measure;
- the chairperson was unable to reconcile the various collective agreements' provisions on the special measures or when the rules on reassignment are not reconcilable pursuant to paragraph 4b).

In all cases, the chairperson can determine the applicable rules, and this decision sets a precedent.

6- If either party fails to report to a meeting of the CPNSE after being duly convened, the committee or, if applicable, the chairperson, may proceed in the absence of one of the parties.

7- The institutions will cancel any reassignment pursuant to a decision by the CPNSE or its chairperson.

8- The fees and expenses of the CPNSE's chairperson are assumed equally by the parties.

9- The CPNSE sets the rules it needs to run smoothly. All the committee's decisions must be made unanimously.

15.20 If an employee contests an SNMO decision involving an obligatory move and does not begin working in her/his new position, she/he will cease to receive the benefit that is equal to her/his salary as of the fiftieth (50th) day of the SNMO's notice indicating the location of her/his new job.

The CPNSE or, failing unanimity, its chairperson, settles any complaint made by an employee about a reassignment entailing a move. For that purpose, the chairperson of the CPNSE has all the powers of an arbitrator under the terms of article 11.

If the employee wins her/his case, the chairperson of the CPNSE orders the reimbursement of expenses incurred by the employee due to her/his starting work with her/his new employer, if applicable, or the reimbursement of lost earnings if the employee has not started work.

An employee covered by clause 15.03 who contests an SNMO decision that entails a move is entitled to living allowances under the terms and conditions provided for in the Conseil du trésor regulations appearing in article 16 and/or the allowances provided in the federal labour mobility program, provided that she/he begins work within the time limit stipulated in the notice from the SNMO.

However, the final move of an employee and her/his dependents, if applicable, may not be made before the chairperson of the CPNSE renders a decision.

15.21 An employee who, while contesting an SNMO decision that entails a move, decides to take the position offered after the date set by the SNMO, is not entitled to the living allowances provided by the Conseil du trésor regulations appearing in article 16 and/or the allowances provided in the federal labour mobility program.

15.22 General provisions

The Ministère de la Santé et des Services sociaux (MSSS) supplies the funds necessary for the administration and application of the job security program, in accordance with the terms of this article.

The MSSS has the responsibility of ensuring that decisions handed down by the SNMO, the CPNSE and the arbitrators or chairperson are carried out.

15.23 For the purposes of applying this article, the health and social services sector includes all the centres operated by public institutions as defined by the Act respecting health services and

social services (CQLR, c.S-4.2), private institutions under agreement as defined by this Act, and any organization that provides services to a centre or to beneficiaries pursuant to this Act and that is declared by the government to be comparable to an institution as defined by the Act respecting health services and social services, the Cree Board of Health and Social Services of James Bay, the Nunavik Regional Board of Health and Social Services, as well as, for this purpose alone, the Institut national de santé publique du Québec and the bargaining units already covered by the current job security system of the Corporation d'Urgences-Santé.

ARTICLE 16

MOVING EXPENSES

16.01 The purpose of the provisions of this article is to define the type of expenses that can be claimed by an employee entitled to being reimbursed for moving expenses when covered by job security under article 15 of the collective agreement.

16.02 Moving expenses only apply to an employee if the national workforce planning service (SNMO) agrees that the relocation of that employee requires her/him to move.

The move is deemed necessary if it is in fact made and if the distance between the employee's new and former home base is greater than seventy (50) kilometres. However, the move is deemed unnecessary if the distance between the new home base and her/his domicile is less than seventy (50) kilometres.

16.03 Transportation expenses for furniture and personal belongings

Upon presentation of receipts, the SNMO agrees to reimburse the expenses incurred for transportation of the moveable furniture and personal belongings of the employee concerned, including packing, unpacking and insurance costs or towing expenses of a mobile home, provided that the employee supplies in advance at least two (2) detailed estimates of the expenses to be incurred.

16.04 The SNMO does not however pay the cost of transporting the employee's personal vehicle, unless it is impossible to reach the employee's new domicile by road. Nor does the SNMO reimburse expenses for the transportation of any craft, canoe, etc.

16.05 Storage

When the move from one domicile to another cannot be made directly for reasons beyond the employee's control other than the building of a new house, the SNMO reimburses storage expenses for the moveable furniture and personal belongings of the employee and her/his dependents, for a period not exceeding two (2) months.

Expenses related to moving

16.06 The SNMO pays a relocation allowance of $750 to any relocated employee living in her/his own apartment or home, or $200 to any other relocated employee for related moving expenses (rugs, curtains, disconnecting and connecting electrical appliances, cleaning, babysitting expenses, etc.) unless the said employee is moved to a place where full accommodations are placed at her/his disposal by the institution.

16.07 Compensation for a lease

An employee covered by clause 16.01 is also entitled, if necessary, to the following compensation: upon leaving a dwelling without a written lease, the SNMO pays her/him the value of one (1) month's rent; for an employee who must break a lease and whose landlord requires compensation, the SNMO pays a maximum of three (3) months' rent. In both cases, the employee must prove the landlord's request and produce receipts.

16.08 If the employee chooses to sublet her/his apartment, reasonable advertising expenses for the sublet are borne by the SNMO.

16.09 Reimbursement of expenses related to the sale of a house

The SNMO pays the following expenses relating to the sale and/or purchase of the relocated employee's main residence:

a) the real estate brokerage fees, upon presentation of supporting documents after the signing of a sales contract;

b) the actual costs of notarial deeds incurred by the employee for the purchase of a house for residential purposes in the location where she/he has been assigned, on condition that the employee is already the owner of her/his house at the time of the reassignment and that the said house is sold;

c) the penalties for breaking a mortgage, as well as the real estate transfer tax.

16.10 In the event that the relocated employee's house, although placed on the market at a reasonable price, is not sold at the time when the employee must take up a new assignment, the SNMO will not reimburse the expenses for keeping the unsold house. However, in such a case, upon presentation of receipts, the SNMO will reimburse the following expenses for a period not exceeding three (3) months:

a) municipal and school taxes;

b) interest on the mortgage;

c) the cost of the insurance premium.

16.11 In the event that the relocated employee chooses not to sell her/his main residence, she/he can benefit from the provisions of this clause in order to avoid the double financial burden as an owner, due to the fact that her/his main house would not be rented when she/he has to assume her/his new obligations for housing in the home base where she/he is relocated. For the period in which her/his house is not rented, the SNMO will pay her/him the amount of her/his new rent for up to a maximum of three (3) months, upon presentation of the leases.

In addition, the SNMO will reimburse reasonable expenses for advertising and the expenses of no more than two (2) trips incurred for renting the house, upon presentation of receipts and according to the rules pertaining to travel expenses that are in force at the SNMO.

16.12 Living and assignment expenses

When the move from one house to the other cannot be made directly due to reasons beyond the employee's control, other than the building of a new house, the SNMO will reimburse the employee's living expenses for herself or himself and her/his family, in accordance with the rules on travel expenses that are in force at the SNMO, for a period not exceeding two (2) weeks.

16.13 Should the move be postponed with the authorization of the SNMO, or should the employee's spouse and dependents not be relocated immediately, the SNMO will cover the employee's travelling expenses for the purposes of visiting her/his family every two (2) weeks for up to four hundred and eighty (480) kilometres, if the return distance to be covered

is equal to or less than 480 kilometres, or once a month up to a maximum of 1,600 kilometres, if the return distance to be covered is greater than 480 kilometres.

16.14 The moving expenses provided in this article will be reimbursed within sixty (60) days of the date the receipts are supplied by the employee.

ARTICLE 17

YEARS OF PRIOR EXPERIENCE

17.01 An employee is classified, for salary purposes only, based on the duration of prior work in the same job title as she/he now holds or, as the case may be, taking into account her/his relevant experience in another comparable job title in the health and social services and education sectors.

In calculating part-time employees' experience, each day of work is equal to:

- 1/225th of a year of experience if she/he is entitled to twenty (20) days of annual vacation;
- 1/224th of a year of experience if she/he is entitled to twenty-one (21) days of annual vacation;
- 1/223rd of a year of experience if she/he is entitled to twenty-two (22) days of annual vacation;
- 1/222nd of a year of experience if she/he is entitled to twenty-three (23) days of annual vacation;
- 1/221st of a year of experience if she/he is entitled to twenty-four (24) days of annual vacation;
- 1/220th of a year of experience if she/he is entitled to twenty-five (25) days of annual vacation.

Notwithstanding the previous paragraphs, employees now in the service of the employer and those hired in the future are not credited with experience acquired in 1983, for the purpose of classification on the salary scale.

17.02 An employee must produce certification of her/his acquired experience, which must be obtained from the institution where the experience was acquired. The employee must present this written certification to the employer within thirty (30) days of the employer's request to that effect. If an employee who has been informed of this paragraph by her/his employer fails to present her/his certification by the above-mentioned deadline, her/his prior experience will only be credited from the date on which she/he presents that certification.

Notwithstanding the above, if it is impossible for the employee to produce written proof of certification of this experience, after having demonstrated said impossibility, she/he may submit a sworn declaration which will have the same value as a written certificate.

17.03 On an employee's last day of work, the employer shall provide her/him with a written certificate of her/his experience acquired in the institution.

ARTICLE 18

LEAVE WITHOUT PAY AND PART-TIME LEAVE WITHOUT PAY

18.01 During a leave without pay of thirty (30) days or less or a part-time leave without pay of twenty per cent (20%) or less of a full-time position, an employee will continue to participate in the pension plan.

In the event of a leave without pay of more than thirty (30) days or a part-time leave without pay of more than twenty per cent (20%) of a full-time position, an employee may continue to participate in the pension plan provided she/he pays her/his contributions.

18.02 The following terms and conditions apply to leave without pay of more than thirty (30) days:

a) Seniority

An employee retains the seniority she/he had at the time of her/his departure.

However, in the event of a leave without pay to teach in a general and vocational college, a school board or a university, an employee will retain and accumulate her/his seniority during the first year.

If the leave without pay is renewed for an additional year, the employee only retains her/his seniority as of the fifty-third (53rd) week.

b) In the case of cessation of employment, the sick leave days mentioned in clause 23.40 and those accumulated under clause 23.41 are paid at the salary rate prevailing at the beginning of the leave, in accordance with the amounts and the terms and conditions provided in this agreement.

c) Group insurance

During her/his leave, an employee is no longer entitled to coverage under the group insurance plan, except for the basic life insurance plan provided in this agreement. Upon her/his return, she/he is readmitted to the plan. However, subject to the provisions of clause 23.26, her/his participation in the basic health insurance plan is mandatory and she/he must pay all the necessary contributions and premiums herself or himself.

An employee can maintain her/his participation in the other insurance plans by paying all the necessary contributions and premiums herself or himself, subject to the clauses and stipulations of the insurance policy in effect.

d) Exclusion

Except as otherwise provided in this clause, an employee on leave of absence without pay is not entitled to the benefits of the collective agreement in force in her/his institution, just as if she/he were not employed by the institution, subject to her/his right to claim benefits acquired previously and the provisions of articles 10 and 11.

18.03 If an employee takes a course for the purpose of academic upgrading or vocational training that necessitates a leave without pay of no more than sixty-two (62) weeks, the employee retains and accumulates her/his seniority.

If the leave without pay is for more than sixty-two (62) weeks, the employee retains her/his seniority only as of the sixty-third (63rd) week, for the entire duration of the studies undertaken.

An employee on leave without pay who wishes to work part-time during her/his leave is considered to be a part-time employee and is governed by the rules that apply to part-time employees, except insofar as it relates to the first (1st) paragraph of this clause.

Part-time leave without pay

18.04 A full-time employee who takes a part-time leave without pay is considered to be a part-time employee, and for the duration of her/his part-time leave without pay, is governed by the rules that apply to part-time employees. However, she/he will accumulate her/his seniority and be entitled to the basic life insurance plan as if she/he were a full-time employee, for a maximum period of fifty-two (52) weeks.

However, a full-time employee who takes a part-time leave without pay to study in a field related to health and social services accumulates her/his seniority as if she/he were a full-time employee for the entire duration of the leave.

Notwithstanding the preceding, a full-time employee who invokes the special provision stipulated in clause 18.15 of the 2000-2003 collective agreement will accumulate her/his seniority as if she/he were still working full-time.

Leave without pay to work in a Northern institution

18.05 After an agreement with the employer, an employee who is hired to work in one (1) of the following institutions:

Côte-Nord (09):

- Centre intégré de santé et de services sociaux de la Côte-Nord;
- CLSC Naskapi;

Nord-du-Québec (10):

- Centre régional de santé et de services sociaux de la Baie-James;

Nunavik (17):

- Ungava Tulattavik Health Centre;
- Inuulitsivik Health Centre;

Terres-cries-de-la-Baie-James (18):

- Cree Board of Health and Social Services of James Bay;

obtains leave without pay for a maximum of twelve (12) months, upon written request thirty (30) days in advance.

Upon an agreement with the original employer, the leave without pay may be extended for one or more periods totalling no more than forty-eight (48) months.

18.06 The following terms and conditions apply to the leave without pay provided for in clause 18.05:

a) Seniority and experience

Seniority and experience accumulated during the leave without pay will be credited to the employee upon her/his return.

b) Annual leave

The employer gives the employee the remuneration corresponding to the days of annual leave accumulated until the date that the employee takes her/his unpaid leave.

c) Sick leave days

Sick leave days accumulated at the beginning of the unpaid leave are credited to the employee and may not be paid, except for the sick days that are paid annually under the salary insurance plan.

However, if the employee resigns or does not return to the employer at the end of the unpaid leave, all her/his sick leave days may be paid at the rate in effect at the beginning of the employee's unpaid leave and in accordance with the amounts and terms and conditions of the collective agreement in effect at the beginning of the employee's unpaid leave.

d) Retirement plan

An employee may not incur any penalty to her/his retirement plan during an unpaid leave if the employee returns to work within the authorized period.

e) Group insurance

An employee is not entitled to the group insurance plan during an unpaid leave. However, the employee participates in the plan in effect in the institution where she/he works, beginning on the first day of the employment.

f) Exclusion

An employee on leave of absence without pay is not entitled to benefits provided under the collective agreement and may not acquire or accumulate rights or benefits that may provide any advantage whatsoever upon her/his return, except to the extent stipulated in this clause and subject to the employee's right to claim previously acquired benefits.

g) Terms for returning to work

The employee may resume her/his position with the original employer, on the condition that the employee notifies the employer in writing at least thirty (30) days in advance.

However, if the position the employee held at the time of her/his departure is no longer available, the employee must use the bumping and/or layoff procedure provided for in article 14.

Should the employee fail to make such a choice when it is available, the employee is registered on the recall list.

h) Right to apply

An employee may apply for a position and obtain it in accordance with the provisions of the collective agreement, provided that she/he can begin work within thirty (30) days of being awarded the position.

ARTICLE 19

OVERTIME

19.01 Any work done in addition to the regular work day or work week with the approval or knowledge of the immediate superior and without objection on his part is deemed to be overtime.

19.02 An employee working overtime is remunerated for the number of hours worked, as follows:

1- at time-and-a-half her/his regular salary, as a general rule;

2- at double her/his salary if the overtime is done on a statutory holiday, in addition to payment for the holiday.

The parties may agree locally to convert overtime hours into time off work.

19.03 If the employee is called back to work without prior notice after having left the institution, she/he will receive, for each callback:

1- a transportation allowance equal to one (1) hour of straight time;

2- a minimum payment of two (2) hours at the overtime rate.

However, even if prior notice is given, an employee who is required to come back to perform specific and exceptional work outside her/his usual schedule for a purpose other than replacing an absent employee will also be deemed to have been called back to work.

This clause will not apply if overtime is worked continuously, immediately before or after the employee's regular period of work.

19.04 Employees on recall who work without having to travel to the institution or to the user are not entitled to the benefits provided for recall work and are paid at the regular or overtime rate, as the case may be, for the time actually spent on their assignment. However, they receive a minimum payment of one (1) hour at the regular rate or at the overtime rate, as the case may be.

Notwithstanding the foregoing, if the employees work on another assignment during the hour during which they were already being paid in accordance with the first (1st) paragraph, they are then paid for consecutive time as of the beginning of the first assignment until the end of the new assignment.

19.05 It is agreed that recalling an employee on the recall list does not constitute a callback within the meaning of this article.

19.06 An employee who goes in to work while on stand-by duty will be paid, if the case so requires, in addition to the stand-by allowance, in accordance with the provisions of this article.

19.07 An employee on stand-by duty after her/his regular work day or work week will receive, for each eight (8)-hour period, an allowance equal to one hour's salary at the regular rate.

19.08 Any work done as overtime in private service for one or more beneficiaries while performing an insured service within the meaning of the Hospital Insurance Act (CQLR, c. A-28) will be paid in accordance with the provisions of this article.

ARTICLE 20

PAID STATUTORY HOLIDAYS

20.01 The employer shall recognize and observe thirteen (13) statutory holidays during the year (July 1 to June 30), including those set by law or government decree.

20.02 When there is a statutory holiday, the work week in which it is taken is reduced, for the purpose of calculating overtime, by the number of hours in a regular work day, even if the statutory holiday falls on a weekly day off.

20.03 When an employee is required to work on one of these statutory holidays, the employer gives her/him a compensating day off within the four (4) weeks prior to or following such a statutory holiday, unless the employee accumulates it in a bank of holidays, if such a possibility has been agreed upon by the local parties.

In the event that the employer cannot grant the statutory holiday within the period mentioned in the first (1st) paragraph and the employee has not accumulated the holiday in her/his bank, the employer agrees to pay the employee at double her/his regular salary rate while at the same time paying her/him one day's regular pay for the statutory holiday lost.

20.04 When one of these holidays falls on a Saturday, a Sunday, a weekly day off, during the employee's vacation period or during sick leave of not more than twelve (12) months, except in the case of industrial accidents, the employee does not lose this holiday.

Moreover, if the statutory holiday falls during sick leave of not more than twelve (12) months, the employer pays the difference between the salary insurance benefit and the remuneration provided in clause 20.06.

20.05 To be entitled to the preceding provisions, the employee must perform her/his usual duties on the working day preceding or following the statutory holiday, unless her/his absence has already been provided for in her/his work schedule, has already been authorized by the employer, or is subsequently justified by a serious reason.

20.06 While on statutory holiday, an employee receives remuneration equal to the amount she/he would have received had she/he been at work.

ARTICLE 21

ANNUAL VACATION

21.01 An employee with less than one (1) year of service on April 30 is entitled to one and two-thirds ($1^2/_3$) days of paid vacation for each month of service.

An employee who is entitled to fewer than ten (10) days of paid vacation may complete up to two (2) weeks (14 calendar days) at her/his own expense.

An employee who is entitled to more than ten (10) days but fewer than fifteen (15) days of paid vacation may complete up to three (3) weeks (21 calendar days) at her/his own expense.

An employee who is entitled to more than fifteen (15) days but fewer than twenty (20) days of paid vacation may complete up to four (4) weeks (28 calendar days) at her/his own expense.

21.02 An employee with one (1) year of service or more on April 30 is entitled to four (4) weeks of paid annual vacation (20 working days).

Any employee who has at least seventeen (17) years of service is entitled to the following amount of annual vacation:

- 17 or 18 years of service on April 30: 21 working days
- 19 or 20 years of service on April 30: 22 working days
- 21 or 22 years of service on April 30: 23 working days
- 23 or 24 years of service on April 30: 24 working days

An employee with twenty-five (25) years or more of service on April 30 is entitled to a fifth (5^{th}) week of paid annual vacation (25 working days).

An employee who has not left the health and social services sector for more than one (1) year is credited with all the years of service she/he has accumulated in the health and social services sector for the purposes of determining her/his amount of annual vacation. For an employee with less than one (1) year of service in a new institution on April 30, the amount of annual vacation and the related compensation are prorated to the number of months of service during the reference year (May 1 to April 30). However, the employee may accrue, at his/ her own expense, the number of vacation days needed to complete the quantum of annual vacation days to which she/he would have been entitled if she/he had been working for the institution during the entire reference year.

21.03 For the purposes of calculation, an employee hired between the 1^{st} and the 15^{th} of the month inclusively is deemed to have a full month of service.

21.04 The period of service entitling an employee to paid annual vacation runs from May 1 of one year to April 30 of the following year.

21.05 A full-time employee on annual vacation receives remuneration equal to what she/he would receive if she/he were at work.

However, if the employee has had more than one job status since the beginning of the period of service entitling her/him to this annual vacation, the amount she/he receives will be set in the following manner:

1- remuneration equal to what she/he would receive if she/he were at work for the number of days of annual vacation accumulated during the entire months when she/he had full-time status;

2- remuneration established in accordance with clause 7.13, sub-paragraph 2, calculated on the amounts provided for in the said sub-paragraph and paid during the months in which she/he had part-time status.

21.06 When an employee leaves the employer's service, she/he is entitled to the days of annual vacation entitlement accumulated up to the date of her/his departure, in the proportion defined in this article.

ARTICLE 22

PARENTAL RIGHTS

SECTION I GENERAL PROVISIONS

22.01 Maternity, paternity and adoption leave benefits are only paid as supplements to parental insurance or employment insurance benefits, as the case may be, or, in the cases provided for hereinafter, as payments during a period of absence that is not covered by either the Québec Parental Insurance Plan or the Employment Insurance program.

Subject to paragraph A) of clause 22.11 and clause 22.11A, maternity, paternity or adoption leave benefits will, however, only be paid during the weeks when the employee receives or would receive benefits under the Québec Parental Insurance Plan or Employment Insurance, if she/he were to apply.

If the employee shares the adoption or parental leave provided under the Québec Parental Insurance Plan or Employment Insurance with her spouse, the benefits will not be paid unless the employee actually receives benefits under one of these plans during the maternity leave provided for in clause 22.05, the paternity leave provided for in clause 22.21A or the adoption leave provided for in clause 22.22A.

22.02 When both parents are women, the benefits granted to the father are then granted to the mother who does not give birth to the child.

22.03 The employer does not reimburse an employee for sums that could be required of her/him by either the Minister of Employment and Social Solidarity pursuant to the application of the Act respecting Parental insurance (CQLR c. A-29.011) or by Employment and Social Development Canada (ESDC) under the terms of the Employment Insurance Act (S.C. 1996, c. 23).

22.03A Basic weekly salary,[1] deferred weekly salary and severance pay will be neither increased nor reduced by payments received under the Québec Parental Insurance Plan or Supplemental Unemployment Benefit Program.

22.04 Unless explicitly stipulated otherwise, this article may not have the effect of conferring upon an employee any monetary or non-monetary benefit that she/he would not have had if she/he had remained at work.

SECTION II MATERNITY LEAVE

22.05 A pregnant employee eligible for the Québec Parental Insurance Plan is entitled to twenty-one (21) weeks of maternity leave that, subject to clause 22.08 or 22.08A must be taken consecutively.

[1] "Basic weekly salary" means an employee's regular salary, including her/his regular salary supplement, for one (1) work week as regularly increased, as well as any additional remuneration payable to her/him under the collective agreement for postschool studies or responsibility premiums (excluding other premiums), without any other additional remuneration, even for overtime.

A pregnant employee who is not eligible for the Québec Parental Insurance Plan is entitled to twenty (20) weeks of maternity leave that, subject to clause 22.08, or 22.08A, must be taken consecutively.

An employee who becomes pregnant while on leave without pay or part-time leave without pay as set out in this article is also entitled to this maternity leave and to the benefits provided in clauses 22.10, 22.11 and 22.11A, as the case may be.

An employee whose spouse dies receives the remainder of the maternity leave and is entitled to all the related rights and compensation.

22.06 An employee whose pregnancy comes to an end after the beginning of the twentieth (20^{th}) week preceding the expected date of delivery is also entitled to this maternity leave.

22.07 The distribution of maternity leave before and after the birth of the child is up to the employee. This leave is simultaneous with the period during which benefits are paid under the Act respecting parental insurance and must begin no later than the week following the start of payment of benefits under the Québec Parental Insurance Plan.

In the case of an employee eligible for benefits under the Employment Insurance program, the maternity leave must include the day of birth.

22.08 In the event that an employee has sufficiently recovered from giving birth but her child is not ready to leave the health-care institution, the employee may suspend her maternity leave by returning to work. She then takes the rest of her maternity leave once the child comes home.

Furthermore, when an employee has sufficiently recovered from giving birth and her child is hospitalized after having been discharged from the health-care institution, the employee may suspend her maternity leave, after agreement with the employer, by returning to work for the duration of the hospitalization.

22.08A At the employee's request, maternity leave may be split into week-long periods if her child is hospitalized or when a situation other than a pregnancy-related illness occurs, referred to in sections 79.1, 79.8, or 79.12 of the Act respecting Labour Standards (CQLR, c. N-1.1).

The maximum number of weeks during which maternity leave may be suspended is equal to the number of weeks that the hospitalization of the child lasts. The maximum number of weeks during which maternity leave may be suspended for other reasons is equal to the number of weeks stipulated in the Labour Standards Act for the applicable reason.

During such a suspension of maternity leave, the employee is deemed to be on leave without pay and does not receive any benefits or compensation from the employer; she is, however, entitled to the benefits provided for in clause 22.28.

22.08B When an employee resumes maternity leave that was suspended or split under clause 22.08 or 22.08A, the employer pays the employee the benefits to which she would have been entitled if she had not suspended or split her leave, for the number of weeks of leave left under clauses 22.10, 22.11 or 22.11A, as the case may be, subject to clause 22.01.

22.09 To obtain maternity leave, an employee must give the employer advance notice in writing at least two (2) weeks before the date of departure. This advance notice must be accompanied by a medical certificate or written report signed by a midwife attesting to the pregnancy and the expected date of birth.

The prescribed period of advance notice may be reduced if a medical certificate attests that the employee must leave her job sooner than anticipated. In the event of unforeseen circumstances, the employee shall be exempt from the formality of advance notice, provided she gives the employer a medical certificate attesting that she had to leave her job immediately.

Cases eligible for the Québec Parental Insurance Plan

22.10 An employee who has accumulated twenty (20) weeks of service[1] and who is eligible for benefits under the Québec Parental Insurance Plan receives benefits calculated according to the following formula for the twenty-one (21) weeks of her maternity leave:[2]

1- by adding:

a) 100% of the employee's basic weekly salary, up to $225; and

b) 88% of the difference between the employee's basic weekly salary and the amount determined under sub-paragraph a);

2- and deducting from this sum the amount of maternity or paternity benefits the employee receives or would receive from the Québec Parental Insurance Plan if she were to apply for them.

These benefits are calculated on the basis of the Québec Parental Insurance Plan benefits that an employee is entitled to receive, without taking into consideration the amounts subtracted from such benefits because of reimbursements of benefits, interest, penalties and other amounts recoverable under the terms of the Act respecting parental insurance.

However, if a benefit amount paid by the Québec Parental Insurance Plan is modified further to a change in information provided by the employer, the employer changes the amount of the benefit accordingly.

When an employee works for more than one employer, the benefits are equal to the difference between the amount obtained in the first paragraph and the amount of Québec Parental Insurance Plan benefits corresponding to the proportion of the basic weekly salary paid by each employer compared with the total basic weekly salaries paid by all such employers. To this end, the employee must provide each of her employers with a statement of the weekly salaries paid by each of them along with the amount of benefits payable to her under the Act respecting parental insurance.

---

1 Absent employees shall accumulate service if their absence is authorized, particularly for disability, and involves benefits or remuneration.

2 This formula is used to take into account the fact that employees in this type of situation are exempted from contributing to the pension plan, the Québec Parental Insurance Plan and the Employment Insurance program.

22.10A The employer may not compensate, through the benefits it pays to an employee on maternity leave, for the reduction in Québec Parental Insurance Plan benefits attributable to salary earned from another employer.

Notwithstanding the provisions of the preceding paragraph, the employer will provide such compensation if the employee demonstrates that the salary earned is a customary salary, by means of a letter to this effect from the employer who pays it. If the employee demonstrates that only part of the salary is customary, compensation shall be limited to this part.

The employer who pays the customary salary mentioned in the preceding paragraph shall, at the request of the employee, provide this letter.

The total amount received by an employee during maternity leave in Québec Parental Insurance benefits and other benefits and salary may not, however, exceed the gross amount obtained in subparagraph 1 of the first paragraph of clause 22.10. This formula must be applied to the aggregate of basic weekly salaries received from her employer or employers, as the case may be, pursuant to clause 22.10.

Cases not eligible for Québec Parental Insurance Plan benefits but eligible for Employment Insurance benefits

22.11 An employee who has accumulated twenty (20) weeks of service and who is eligible for the Employment Insurance program but not the Québec Parental Insurance Plan is entitled to receive, during the twenty (20) weeks of her maternity leave, the benefits obtained as follows:

A) for each week of the waiting period provided in the Employment Insurance program, benefits calculated as follows.[1]

by adding:

a) 100% of the employee's basic weekly salary, up to $225;

b) and 88% of the difference between the employee's basic weekly salary and the amount determined under the foregoing sub-paragraph a);

B) for each week following the period provided in paragraph A, benefits calculated according to the following formula:

1- by adding:

a) 100% of the employee's basic weekly salary, up to $225;

b) and 88% of the difference between the employee's basic weekly salary and the amount determined under sub-paragraph a);

2- and deducting from this sum the amount of maternity or paternity benefits the employee receives or would receive if she/he were to apply for them, from the Employment Insurance program.

These benefits are calculated on the basis of the employment insurance benefits that an employee is entitled to receive, without taking into consideration the amounts subtracted

[1] This formula is used to take into account the fact that employees in this type of situation are exempted from contributing to the pension plan, the Québec Parental Insurance Plan and the Employment Insurance program.

from such benefits because of reimbursements of benefits, interest, penalties and other amounts recoverable under the terms of the Employment Insurance program.

However, if a benefit amount paid under the Employment Insurance program is modified further to a change in information provided by the employer, the employer changes the amount of the benefit accordingly.

When an employee works for more than one employer, the benefits shall be equal to the difference between the amount obtained in the first paragraph, and the amount of employment insurance benefits corresponding to the proportion of the basic weekly salary paid by each employer compared with the total basic weekly salary paid by all such employers. To this end, the employee must provide each of her employers with a statement of the weekly salaries paid by each of them along with the amount of benefits to which she is entitled under the Employment Insurance Act.

Furthermore, if ESDC reduces the number of weeks of employment benefits to which an employee would have been entitled if she had not received employment insurance benefits before her maternity leave, the employee continues to receive, for a period equal to the number of weeks deducted by ESDC, the benefits provided in the current paragraph B as if she had been receiving employment insurance benefits during this period.

Paragraph 22.10A applies with the necessary adjustments.

Cases not eligible for either the Québec Parental Insurance Plan or the Employment Insurance program

22.11A An employee who is not eligible for benefits under the Québec Parental Insurance Plan or the Employment Insurance program is also excluded from the benefit of any compensation provided under clauses 22.10 and 22.11.

However, an employee who has accumulated twenty (20) weeks of service is also entitled to benefits calculated according to the following formula, for a period of twelve (12) weeks, if she does not receive benefits from a parental rights plan established in another province or territory:

By adding:

a) 100% of the employee's basic weekly salary, up to $225;

b) and 88% of the difference between the employee's basic weekly salary and the amount determined under sub-paragraph a);

The fourth paragraph of clause 22.10A applies to the current paragraph, subject to the necessary adjustments.

22.12 In the cases provided in clauses 22.10, 22.11 and 22.11A:

a) No benefits may be paid during the vacation period during which the employee is remunerated.

b) Unless the applicable pay period is weekly, benefits are paid at two (2)-week intervals, although in the case of an employee eligible for the Québec Parental Insurance Plan or the Employment Insurance program, the first (1st) payment is only due fifteen (15) days

after the employer obtains proof that she is receiving benefits from one of these plans. For the purposes of this clause, a statement of benefits or information provided by the Ministère du Travail, de l'Emploi et de la Solidarité sociale or by ESDC on an official statement shall be considered proof.

c) Service is calculated on the basis of employment with all public and parapublic sector employers (civil service, education, health and social services), agencies whose remuneration standards and scales are, by law, determined in accordance with the conditions defined by the government, the Office franco-québécois pour la jeunesse, the Société de gestion du réseau informatique des commissions scolaires, and any other agency listed in Schedule C of the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, c. R-8.2).

   In addition, the requirement of twenty (20) weeks of service under clauses 22.10, 22.11 or 22.11A is deemed to have been fulfilled, should the case arise, if the employee has met this requirement with any of the employers mentioned in this sub-paragraph.

d) The basic weekly salary of a part-time employee is the average of her basic weekly salary for the last twenty (20) weeks preceding her maternity leave.

   If, during this period, the employee has received benefits set at a certain percentage of her regular salary, it is agreed that the reference for the purposes of calculating her basic salary during her maternity leave is the basic salary on which such benefits have been set.

   Furthermore, any period during which an employee on special leave provided in clause 22.19 does not receive any compensation from the Commission des normes, de l'équité, de la santé et de la sécurité du travail (CNESST) as well as the weeks during which she is on annual leave or leave without pay provided for in the collective agreement, are excluded for the purposes of calculating her average basic weekly salary.

   If the period of the last twenty (20) weeks preceding the maternity leave of a part-time employee includes the date of an increase in salary rates and scales, the basic weekly salary is calculated on the basis of the salary rate in effect on that date. If the maternity leave also includes the date of an increase in salary rates and scales, the basic weekly salary is increased on this date in accordance with the formula for the upward adjustment of the applicable salary scale.

   The provisions of this sub-paragraph constitute explicit provisions for the purpose of clause 22.04.

22.13 During her maternity leave, an employee is entitled to the following benefits, insofar as she is normally entitled to them:

- life insurance;
- health insurance, provided that she pays her contribution;
- accumulation of vacation;
- accumulation of sick leave;
- accumulation of seniority;

- accumulation of experience;
- accumulation of seniority for the purposes of job security;
- the right to apply for and obtain a posted position in accordance with the provisions of the collective agreement as if she were at work.

22.14 An employee may postpone up to four (4) weeks of annual vacation if they fall within the period of maternity leave, provided she notifies her employer in writing no later than two (2) weeks prior to the end of the said leave, indicating the dates to which the vacation is postponed.

22.15 If the birth occurs after the due date, an employee shall be entitled to an extension of her maternity leave equal to the period by which the baby is overdue, unless she already has at least two (2) weeks of maternity leave remaining after the birth.

An employee may also benefit from an extension of maternity leave if her or her child's state of health so requires. The duration of this extension is that indicated on the medical certificate that must be supplied by the employee.

During such an extension, the employee is deemed to be on leave without pay and does not receive any benefits or compensation from the employer. The employee is entitled to the benefits provided under clause 22.13 for the first six (6) weeks of the extension of her leave only, and subsequently to those mentioned in clause 22.28.

22.16 Maternity leave may be shorter than the period provided for in clause 22.05. If an employee returns to work within two (2) weeks of giving birth, she submits, at the employer's request, a medical certificate attesting that she is sufficiently recovered to resume work.

22.17 During the fourth (4^{th}) week preceding the end of an employee's maternity leave, the employer sends the employee notice indicating the date on which the said leave is scheduled to end.

An employee to whom the employer has sent the above notice must report for work when her maternity leave expires, unless her leave is extended as provided in clause 22.31.

An employee who does not comply with the preceding paragraph is deemed to be on leave without pay for a period of no more than four (4) weeks. At the end of this period, an employee who has not reported for work is presumed to have resigned.

22.18 Upon returning from maternity leave, an employee resumes work in her position or, as the case may be, a position obtained at her request during her leave, in accordance with the provisions of the collective agreement.

If her position has been abolished, or if the employee is bumped, the employee is entitled to the benefits she would have received had she then been at work.

Similarly, upon returning from maternity leave, an employee who does not hold a position resumes the assignment that she had at the time she went on leave if the duration of this assignment continues after the end of the maternity leave. If the assignment is finished, the employee is entitled to any other assignment, in accordance with the provisions of the collective agreement.

SECTION III SPECIAL LEAVE DURING PREGNANCY AND BREAST-FEEDING

Provisional assignment and special leave

22.19 An employee may request provisional assignment to another position that is vacant or temporarily without an incumbent in the same job title or, if she so consents, and subject to the applicable positions of the collective agreement, in another job title in the following cases:

a) she is pregnant and her working conditions involve risks of infectious disease or physical danger to her or her unborn child;

b) her working conditions involve hazards to the child she is breast-feeding;

c) she works regularly on a video display terminal.

The employee must present a medical certificate to this effect as soon as possible.

When the employer receives a request for protective reassignment, he immediately notifies the union and informs the latter of the name of the employee and the reasons given to justify the request for protective leave.

If she/he agrees, an employee other than the one who has asked for a provisional assignment may, after obtaining the employer's consent, exchange her/his position with the pregnant or breast-feeding employee for the duration of the period of the provisional assignment. This provision applies provided that both employees meet the normal requirements of the job.

An employee thus assigned to another position or the employee who agrees to take this employee's position keeps the rights and privileges attached to their respective regular position.

The provisional assignment has priority over the assignment of employees on the recall list and is made to the same shift, if possible.

If the provisional assignment does not take effect immediately, the employee is entitled to special leave beginning immediately. Unless the employee is subsequently given a provisional assignment putting an end to it, the special leave ceases on the day she gives birth in the case of a pregnant employee, or at the end of the period of breast-feeding in the case of an employee who is nursing her child. However, for the employee who is eligible for benefits payable under the Act respecting parental insurance, the special leave ceases as of the fourth (4^{th}) week preceding the due date.

During the special leave provided in this clause, the employee's benefits are governed by the provisions of the Act respecting occupational health and safety (CQLR, c. S-2.1) on protective reassignment for pregnant or nursing workers.

However, following a written request to this effect, the employer pays the employee an advance on the benefits to be received, based on payments that may be anticipated. Should the CNESST pay the benefits anticipated, the employer's advance is reimbursed from the benefits. Otherwise, the advance is reimbursed at a rate of ten per cent (10%) of the amount paid in each pay period, until the debt is repaid in full.

However, in the case of an employee who exercises her right to ask for a review of the CNESST decision or to contest it before the Administrative Labour Tribunal, no reimbursement can be required before a decision arising from the administrative is rendered by the CNESST or, if applicable, the Administrative Labour Tribunal.

An employee who regularly works on a video display terminal may request a reduction in the amount of time she spends working on the said terminal. The employer must then study the possibility of temporarily modifying the duties of the employee assigned to a video display terminal without any loss of her rights, for the purpose of reducing the amount of work on the video display terminal to a maximum of two (2) hours per half (1/2) day of work. If modifications are possible, the employer then assigns her to other duties that she is reasonably able to accomplish for the remainder of her work time.

A pregnant respiratory therapist who works continuously in contact with anaesthetic gases may, at her or the employer's request, be transferred to another respiratory therapy unit. The transfer is only temporary and when the employee returns from maternity leave, she must be reinstated in her position.

Other special leave

22.19A An employee shall also be entitled to a special leave in the following cases:

a) when a complication in pregnancy or a danger of miscarriage requires the employee to stop work for a period of time prescribed by a medical certificate; this special leave may not, however, last beyond the beginning of the fourth (4^{th}) week preceding the date the baby is due;

b) upon presentation of a medical certificate prescribing its duration, when a natural or induced interruption of pregnancy occurs before the beginning of the twentieth (20^{th}) week preceding the date the baby is due;

c) for pregnancy-related visits to a health-care professional, attested to by a medical certificate or report signed by a midwife.

22.20 In the case of visits covered by sub-paragraph c) of clause 22.19A, the employee receives special leave with pay, up to a maximum of four (4) days. Such special leave may be taken in half (½) days.

During the special leave granted under the terms of this section, an employee shall be entitled to the benefits provided by clause 22.13 insofar as she is normally entitled to them, and by clause 22.18 of section II. An employee covered by sub-paragraphs a), b) or c) of clause 22.19A may also draw benefits under the sick leave or salary insurance plans. In the case of paragraph c), however, the employee must first use up the four (4) days mentioned in the preceding paragraph.

SECTION IV PATERNITY LEAVE

22.21 An employee is entitled to a maximum of five (5) working days of paid leave when his child is born. An employee is also entitled to this leave if the pregnancy comes to an end after the beginning of the twentieth (20^{th}) week preceding the expected date of birth. The leave may be taken discontinuously and must be taken between the beginning of the delivery and the fifteenth (15^{th}) day after the mother or child returns home.

One (1) of the five (5) days may be used to baptize or register the child.

An employee whose spouse gives birth is also entitled to this leave if she is designated as one of the child's mothers.

22.21A When his child is born, an employee is also entitled to paternity leave of up to a maximum of five (5) weeks that must be consecutive, subject to clauses 22.33 and 22.33A. This leave must be completed by the end of the fifty-second (52nd) week after the week in which the child was born.

In the case of an employee who is eligible for the Québec Parental Insurance Plan, this leave is simultaneous with the period during which benefits are paid under the Act respecting parental insurance and must begin no later than the week following the beginning of the payment of parental benefits.

An employee whose spouse gives birth is also entitled to this leave if she is designated as one of the child's mothers.

22.21B During the paternity leave provided in clause 22.21A, the employee who has completed twenty (20) weeks of service[1] receives benefits corresponding to the difference between his basic weekly salary and the amount of benefits he receives or would have received, if he so requested it, under the Québec Parental Insurance Plan or under the Employment Insurance program.

The second, third and fourth paragraphs of clause 22.10 or the second, third and fourth sub-paragraphs of paragraph B) of clause 22.11, as the case may be, and clause 22.10A apply to this clause, with the necessary adjustments.

22.21C An employee who is not eligible for paternity benefits under the Québec Parental Insurance Plan or parental benefits under the Employment Insurance program receives benefits corresponding to his basic weekly salary during the paternity leave provided for under clause 22.21A, if this employee has completed twenty (20) weeks of service.

22.21D Clause 22.12 applies to an employee receiving the benefits provided for in clauses 22.21B or 22.21C, with the necessary adjustments.

SECTION V LEAVE FOR ADOPTION AND LEAVE IN VIEW OF ADOPTION

22.22 An employee is entitled to paid leave for a maximum of five (5) working days on the occasion of the adoption of a child other than the child of his/her spouse. The leave may be non-continuous and may not be taken later than fifteen (15) days after the child arrives in the home.

One of the five (5) days may be used to attend the baptism or registration of birth.

22.22A An employee who legally adopts a child other than the child of her/his spouse is entitled to a maximum of five (5) weeks of leave for adoption that, subject to clauses 22.33 and 22.33A,

[1] An absent employee shall accumulate service if her absence is authorized, particularly for disability, and involves benefits or remuneration.

must be continuous. This leave must end no later than the end of the fifty-second (52nd) week after the child arrives in the home.

In the case of an employee who is eligible for the Québec Parental Insurance Plan, this leave is simultaneous with the period during which benefits are paid under the Act respecting parental insurance and must begin no later than the week following the start of payment of benefits.

In the case of an employee who is not eligible for the Québec parental Insurance Plan, the leave must be taken after the child's placement order or its equivalent for an international adoption has been issued in accordance with the adoption program, or at another time agreed upon with the employer.

22.23 During the leave for adoption provided for in clause 22.22A, an employee who has completed twenty (20) weeks of service[1] receives benefits equal to the difference between her/his basic weekly salary and the amount of benefits that she/he receives, or would receive if she/he were to apply for them, under the Québec Parental Insurance Plan or the Employment Insurance program.

The second, third and fourth paragraphs of clause 22.10 or the second, third and fourth sub-paragraphs of paragraph B) of clause 22.11, as the case may be, and clause 22.10A apply with the necessary adjustments.

22.24 An employee who is not eligible for adoption benefits under the Québec Parental Insurance Plan or for parental benefits under the Employment Insurance program and who adopts a child other than the child of her/his spouse receives benefits equal to her/his basic weekly salary during the leave for adoption provided for in clause 22.22A, if this employee has completed twenty (20) weeks of service.

22.24A An employee who adopts her/his spouse's child is entitled to a maximum of five (5) working days of leave, only the first two (2) of which are paid.

This leave may be non-continuous and cannot be taken more than fifteen (15) days after the adoption application is filed.

22.25 Clause 22.12 applies to an employee receiving the benefits stipulated in clause 22.23 or 22.24, with the necessary adjustments.

22.26 An employee is entitled to a maximum of ten 10) weeks of leave without pay in view of the adoption of a child, beginning on the date she/he effectively takes charge of the child, unless it is the child of her/his spouse.

An employee who travels outside Québec to adopt a child other than the child of her/his spouse obtains leave without pay for the time required for the trip upon submitting a written request from the employer. The request must be submitted two weeks in advance, if possible.

---

[6] An absent employee shall accumulate service if her absence is authorized, particularly for disability, and involves benefits or remuneration.

Notwithstanding the provisions of the preceding paragraphs, the leave without pay ends no later than the week following the start date of Québec Parental Insurance or Employment insurance benefits, at which time the provisions of clause 22.22A begin to apply.

During this leave without pay, an employee is entitled to the benefits provided in clause 22.28.

SECTION VI LEAVE WITHOUT PAY AND PART-TIME LEAVE WITHOUT PAY

22.27 a) An employee is entitled to one of the following forms of leave:

1- leave without pay of up to a maximum of two (2) years immediately following the maternity leave provided for in clause 22.05;

2- leave without pay of up to a maximum of two (2) years immediately following the paternity leave provided for in clause 22.21A; however, the leave must not extend beyond the 125th week after the birth;

3- leave without pay of up to a maximum of two (2) years immediately following the leave for adoption provided for in clause 22.22A. However, the leave must not extend beyond the 125th week after the child arrives in the home.

A full-time employee who does not make use of this leave without pay shall be entitled to part-time leave without pay over a maximum period of two (2) years. The leave must not extend beyond the 125th week after the birth or after the child arrives in the home.

Once during this leave, after giving the employer at least thirty (30) days of advance notice in writing, an employee will be authorized to make one of the following changes:

i) from leave without pay to part-time leave without pay or vice versa, as the case may be;

ii) from part-time leave without pay to a different form of part-time leave without pay.

Notwithstanding the preceding paragraph, an employee may make a second change to her/his leave without pay or part-time leave without pay, provided that she/he mentions it in her/his initial request for a change.

A part-time employee is also entitled to this part-time leave without pay. However, in the event of a disagreement with the employer over the number of days of work per week, a part-time employee must work the equivalent of two-and-a-half (2 ½) days.

An employee who does not make use of her/his leave without pay or part-time leave without pay may choose to take leave without pay or part-time leave without pay for the portion of leave that her/his spouse has not used, by following the prescribed procedures.

When an employee's spouse is not a public sector employee, the employee may choose to use the leave provided for above whenever she/he so chooses in the two (2) years following the birth or adoption of the child, without, however, exceeding the maximum of two (2) years after the date of birth or adoption.

b) An employee who does not take the leave provided for in paragraph a) may, after the birth or adoption of a child, take a maximum of fifty-two (52) weeks of continuous leave

without pay starting at a time decided by the employee and ending no later than seventy (70) weeks after the child's birth or, in the case of an adoption, seventy (70) weeks after receiving custody of the child.

c) Upon agreement with the employer, an employee may, during the second (2nd) year of a leave without pay, register on the recall list of her/his institution rather than return to her/his position. In this case, the employee is not subject to the minimum availability rules where such rules are provided for in local provisions. The employee is then considered to have taken a part-time leave without pay.

22.28 During the leave without pay provided for in clause 22.27, an employee continues to accumulate seniority and retain experience, and may continue to participate in the applicable basic health insurance plan if she/he pays her/his share of the premiums for the first fifty-two (52) weeks of the leave and then the full amount of the premiums for subsequent weeks. Furthermore, she/he may continue to participate in applicable optional insurance plans if she/he so requests at the beginning of the leave and pays the full amount of the premiums.

An employee on part-time leave without pay also accumulates seniority and, by virtue of working, is governed by the rules applicable to part-time employees.

Notwithstanding the preceding paragraphs, an employee accumulates experience for the purposes of determining her/his salary during the first fifty-two (52) weeks of leave without pay or part-time leave without pay.

During one of the leaves stipulated in clause 22.27, an employee has the right to apply for and obtain a posted position in accordance with the provisions of the collective agreement as if she/he were at work.

22.29 An employee may take a postponed annual vacation immediately before her/his leave without pay or part-time leave without pay, provided there is no discontinuity with his paternity leave, her maternity leave or her/his leave for adoption, as the case may be.

For the purposes of this clause, statutory holidays or floating days off accumulated before the beginning of the maternity, paternity or adoption leave are treated like the postponed annual vacation.

22.29A At the end of this leave without pay or part-time leave without pay, an employee may return to her/his position or a position obtained at her/his request, as the case may be, in accordance with the provisions of the collective agreement. If the position has been abolished, or if the employee has been bumped, she/he is entitled to the benefits she/he would have received if she/he had been at work.

Similarly, upon returning from leave without pay or part-time leave without pay, an employee who does not hold a position returns to the assignment that she/he had when she/he went on leave if that assignment continues after the end of the leave.

If the assignment has ended, the employee is entitled to any other assignment in accordance with the provisions of the collective agreement.

22.29B Upon presentation of a supporting document, up to one (1) year of leave without pay or part-time leave without pay is granted to an employee whose minor child is emotionally disturbed,

handicapped or suffering from a prolonged illness and whose condition requires the presence of the employee in question. The terms and conditions for such leave are those set out in clauses 22.28, 22.31 and 22.32.

SECTION VII MISCELLANEOUS PROVISIONS

Notices and prior notices

22.30 For paternity leave and adoption leave:

a) A notice given by the employee to the employer at the earliest possible time must precede the leave covered by clauses 22.21 and 22.22.

b) The leave covered by clauses 22.21A and 22.22A are granted upon written request submitted at least three (3) weeks in advance. The period of advance notice may be reduced if the birth occurs before the due date.

The request must specify the date on which the leave expires.

The employee must report for work at the end of the paternity leave covered by clause 22.21A or the adoption leave covered by clause 22.22A unless the leave is extended as provided in clause 22.31.

The employee who does not comply with the preceding paragraph is deemed to be on leave without pay for a period of no more than four (4) weeks. At the end of this period, an employee who has not reported for work is deemed to have resigned.

22.31 The leave without pay referred to in clause 22.27 is granted upon written request submitted at least three (3) weeks in advance.

Part-time leave without pay is granted upon written request made at least thirty (30) days in advance.

In the case of leave without pay or part-time leave without pay, the request must specify the date for returning to work. The request must also specify how the leave is to be organized in terms of the position held by the employee. Should the employer disagree with the number of days of leave per week, the employee shall be entitled to a maximum of two-and-a-half (2 1/2) days per week or the equivalent thereof, for up to two (2) years.

In the event of disagreement with the employer over the scheduling of these days, the employer shall schedule them.

An employee and the employer may agree at any time to reorganize the part-time leave without pay.

22.32 An employee to whom the employer has sent notice of the end of leave without pay four (4) weeks in advance must give prior notice of her/his return to work at least two (2) weeks before the end of the said leave. If the employee fails to report to work on the scheduled date, she/he is deemed to have resigned.

An employee who wishes to end her/his leave without pay before the scheduled date must give notice in writing of her/his intention to do so at least twenty-one (21) days before

returning to work. In the case of leave without pay of more than fifty-two (52) weeks, the prior notice is at least thirty (30) days.

Extension, suspension and splitting

22.33 If her/his child is hospitalized, an employee may, after agreement with the employer, suspend the paternity leave provided under clause 22.21A or the adoption leave provided under clause 22.22A by returning to work for the duration of the hospitalization.

22.33A At the employee's request, the paternity leave provided for under clause 22.21A, the adoption leave provided for under clause 22.22A or the full-time leave without pay provided for under clause 22.27 may be split into week-long periods before the end of the first fifty-two (52) weeks.

The leave may be split if the child is hospitalized or if a situation occurs that is covered by section 79.1 or sections 79.8 to 79.12 of the Act respecting labour standards.

The maximum number of weeks during which the leave may be suspended is equal to the number of weeks that the hospitalization of the child lasts, or the maximum number of weeks that the leave may be suspended for the situation in question under the Act respecting labour standards.

During the suspension, the employee is deemed to be on leave without pay and does not receive any benefits or compensation from the employer. The employee is covered by clause 22.28 during this period.

22.33B When an employee resumes the paternity or adoption leave that was suspended or split under clauses 22.33 and 22.33A, the employer pays the employee the benefits to which she/he would have been entitled if she/he had not suspended or split the leave. The employer pays the benefits for the number of weeks of leave left under clauses 22.21A or 22.22A, as the case may be, clause 22.01.

22.33C An employee is entitled to an extension of paternity leave or adoption leave provided that before the expiration date of the paternity leave provided for under clause 22.21A or the adoption leave provided for under clause 22.22A, she/he sends the employer a notice accompanied by a medical certificate attesting that the extension is required by the child's state of health. The duration of the extension is that indicated on the medical certificate.

During such extension, the employee is deemed to be on leave without pay and does not receive any benefits or compensation from the employer. She/he is, however, entitled to the benefits provided in clause 22.28 during this period.

22.34 An employee who takes the paternity leave or the adoption leave provided for in clauses 22.21, 22.21A, 22.22, 22.22A and 22.24A is entitled to the benefits stipulated in clause 22.13 insofar as she/he would normally be entitled to them, and clause 22.18 of section II.

22.35 An employee who receives a regional disparities premium pursuant to this collective agreement receives this premium during her maternity leave under section II.

An employee who receives a regional disparities premium under this collective agreement receives it during the weeks when she/he receives benefits under clauses 22.21A or 22.22A, as the case may be.

22.35A Any compensation or benefits under this article that begin to be paid before a strike continue to be paid during that strike.

22.36 In the event of changes to the Québec Parental Insurance Plan, the Employment Insurance Act or the parental rights provisions of the Act respecting labour standards, the parties will meet to discuss the potential implications of such changes for the existing parental rights plan.

ARTICLE 23

LIFE, HEALTH AND SALARY INSURANCE PLANS

I – GENERAL PROVISIONS

23.01 In the event of death, illness or accident, employees covered by this agreement are entitled to the plans described hereinafter as of the date indicated and until their effective retirement, or until they turn sixty-five (65) if applying clause 23.29 e), whether or not they have completed their probation period:

a) Every employee hired on a full-time basis or to work 70% full-time in a permanent position: after one (1) month of continuous service;

Every employee hired on a full-time basis or to work 70% full-time in a temporary position: after three (3) months of continuous service.

The employer pays the full contribution to the basic health insurance plan for these employees.

b) Part-time employees who work less than 70% full-time: after three (3) months of continuous service, the employer in this case pays half the contribution payable to the basic health insurance plan for a full-time employee, and the employee pays the balance of the employer's contribution in addition to her/his own contribution.

A new part-time employee is excluded from the insurance plans provided in this article until she/he has completed three (3) months of continuous service; she/he is then covered by paragraph a) or b), depending on the percentage of time worked during these three (3) months until the month of January immediately following.

On January 1 of each year, part-time employees who have completed three (3) months of continuous service become covered by paragraph a) or b) for the next twelve (12) months, depending on the percentage of time worked between November 1 and October 31 of the previous year.

However, an employee stipulated in paragraph a) or b) cannot have her benefits reduced if the percentage of time she worked during the reference period was reduced because of maternity leave.

Notwithstanding the preceding paragraphs and subject to the stipulations of the insurance contract in force:

- At the end of the three (3)-month period of continuous service provided in the second (2nd) paragraph of this clause, a new part-time employee who works 25% full-time or less may agree to be covered by the insurance plans provided in this article. Notice of such agreement must be given in writing within ten (10) calendar days of the employee receiving written notice from the employer indicating the percentage of time worked during the three (3)-month period of continuous service.
- On January 1 of each year, an employee whose work was reduced to 25% or less of full-time employment between November 1 and October 31 of the previous year may cease to be covered by the insurance plans provided in this article. Notice of said cessation

must be given in writing within ten (10) calendar days of the employee receiving written notice from the employer indicating the percentage of time worked during the preceding reference period.

- A part-time employee who works 25% or less of full-time employment and who has decided, under the terms of these provisions, to refuse or cease to be covered by the insurance plans provided in this article may modify her/his choice on January 1 of each year. Notice of this change must be given to the employer in writing in the first ten (10) days of the year.

Notwithstanding the above and subject to the provisions of clause 23.26, an employee's participation in the basic health insurance plan is mandatory.

23.02 For the purposes of this article, the terms "dependent," "spouse," "employee's dependent child" and "person with a functional impairment" are defined as follows:

i) spouse: within the meaning of Article 1 of the collective agreement.

However, the dissolution of a marriage or civil union results in the loss of the status of spouse, as does a *de facto* separation of more than three (3) months in the case of a common-law marriage. A married person or a person in a civil union who does not live with her/his spouse may designate that person as her/his spouse for the insurer. She/he may also designate another person instead of a legal spouse if that person corresponds to the definition of spouse set out in Article 1;

ii) dependent child: within the meaning of Article 1 of the collective agreement.

iii) person with a functional impairment: a person of legal age, without a spouse, who has a functional impairment as defined in the Regulation respecting the basic prescription drug insurance plan (CQLR, c. A-29.01, r.4), that occurred before she/he turned eighteen (18), who receives no other benefits under a last-resort financial assistance program provided in the Individual and Family Assistance Act (CQLR, c. A-13.1.1) and who resides with an employee who would have parental authority over her/him if she/he were a minor.

23.03 Definition of disability

A) Disability lasting one hundred and four (104) weeks or less

Disability means a state of incapacity resulting from an illness, including an accident or a complication of pregnancy, such as a tubal ligation, a vasectomy or similar forms of family planning, or an organ or bone marrow donation, which requires medical attention and renders the employee totally incapable of performing the usual duties of her/his job or any other analogous job with similar remuneration that the employer offers her/him.

B) Disability lasting more than one hundred and four (104) weeks

1- The definition of disability in the preceding paragraph applies for an additional one hundred and four (104) weeks following the period of time stipulated in that paragraph.

2- At the end of that period, disability is defined as a state that renders an employee totally incapable of performing any gainful work for which she/he is reasonably suited as a result of her/his education, training or experience.

23.04 For the first thirty-six (36) months, a period of disability is any continuous period of disability or a series of successive periods separated by a period of actual full-time work or availability for full-time work unless the employee can establish to the satisfaction of the employer or his representative that a subsequent period is due to an illness or to an accident completely unrelated to the cause of the previous disability.

This period of actual full-time work or availability for full-time work is:

i) less than fifteen (15) days if the disability lasts less than seventy-eight (78) weeks;

ii) less than forty-five (45) days if the disability lasts seventy-eight (78) weeks or more.

Beyond the thirty-sixth (36^{th}) month, a period of disability is any continuous period of disability which may be interrupted by less than six (6) months of actual full-time work or of availability for full-time work, if the same disability is involved.

23.05 A period of disability resulting from illness or injury voluntarily caused by the employee herself/himself, from alcoholism or drug addiction, from active participation in a riot, an insurrection or criminal acts or from service in the armed forces, is not recognized as a period of disability for the purposes of this article.

However, a period of disability resulting from alcoholism or drug addiction during which the employee receives treatment or medical care aimed at her/his rehabilitation is recognized as a period of disability.

23.06 In return for the employer's contribution to the insurance benefits provided below, the total rebate authorized by Employment and Social Development Canada (ESDC) in the case of a registered plan accrues to the employer.

23.07 The parties to this agreement agree to maintain the joint inter-sector committee. The committee shall be responsible for establishing and applying the basic health insurance plan and supplementary plans provided by this agreement.

23.08 This committee is composed of:

- a maximum of eight (8) representatives from the management parties, as follows:
  - three (3) members representing the health and social services sector;
  - three (3) members representing the elementary school and high school sector;
  - two (2) members representing the CEGEP sector;
- and a maximum of eight (8) representatives from the following FTQ unions: CUPE, SEPB-Québec (COPE), SQEES-298 and SEU-800.

23.09 The committee's chairperson is Daniel Gagné. The chairperson's term of office ends automatically in the event of his death or written resignation, or when the committee requests that he step down.

23.10 The committee chooses a new chairperson from outside its ranks within thirty (30) days of the end of the chairperson's term of office. Failing agreement, the new chairperson is chosen by the head judge of the Administrative Labour Tribunal.

The chairperson of the committee is preferably an actuary belonging to the Canadian Institute of Actuaries, domiciled and residing in Québec for at least three (3) years, or, failing this, a person with equivalent qualifications.

23.11 The union and the employer parties each have one vote. The chairperson shall have one vote, to be used solely in the event of a tie. Subject to other recourse by either party, the parties explicitly waive any challenge to any decision rendered by the committee or its chairperson in accordance with the arbitration procedure.

23.12 The joint committee stipulated in clause 23.07 may establish up to three (3) supplementary plans, the costs of which are to be entirely assumed by the participants.

However, the employer helps introduce and apply such plans as provided for hereinafter, in particular by deducting the required premiums at source. Participation in a supplementary plan is optional.

The supplementary plans that may be established by the joint committee are life insurance, health insurance and dental insurance plans.

A supplementary plan may not involve combinations of life insurance and health insurance benefits.

In the event that the management party, with the agreement of the union party, establishes a group insurance plan that involves benefits similar to those already contained in one of the plans in force, the corresponding supplementary plan is thereby abolished, and the number of permissible plans reduced accordingly.

23.13 The committee must define the provisions of the health insurance plan and supplementary plans and, when circumstances so require, prepare specifications and obtain one or more group insurance policies covering all of the participants in the plans. To this end, the committee proceeds by calling for tenders or by any other method it decides. Failing unanimity within the committee, the committee calls for tenders from all insurance companies with head offices in Québec. The contract must include a specific provision for a reduction in premiums if medication prescribed by a physician ceases to be considered an eligible expense entitling beneficiaries to reimbursement under the terms of the basic plan.

23.14 The committee must do a comparative analysis of tenders received, if any, and after making its choice, must forward to each party a report on its analysis along with an explanation of the reasons for its choice. The insurer chosen may be a single insurer or a group of insurers acting as a single insurer.

The specifications must stipulate that the committee can obtain from the insurer a detailed statement of operations transacted under the contract, various statistical compilations and all the information needed to verify the calculation of the amount of the retention.

The committee must also be able to obtain from the insurer, at a reasonable cost which shall be added to those provided in the formula for calculating the amount of the retention, any additional, useful and pertinent statement or statistical compilation that a negotiating party may request. The committee provides each party with a copy of information thus obtained.

23.15 Furthermore, in the event that an insurer chosen by the committee modifies the basis for calculating the amount of its retention at any time, the committee may decide to choose a new insurer. If the insurer ceases to comply with the specifications or substantially modifies his rates or the basis for calculating the amount of its retention, the committee must make a new choice. A modification is substantial if it modifies the relative position of the insurer chosen in relation to the tenders from other insurers.

23.16 Every contract must be issued jointly in the names of the parties constituting the committee and include the following stipulations:

a) A guarantee is provided that neither the factors of the formula for calculating the amount of the retention, nor the rate at which the premiums are calculated, may be raised before January 1 following the end of the first complete insurance year, nor more frequently than once every twelve (12) months subsequently.

b) The surplus of premiums over the benefits or reimbursements paid to those insured are reimbursed annually by the insurer as dividends or rebates, after deduction of agreed amounts in accordance with the pre-established formula for calculating the amount of the retention for contingencies, administration, reserves, taxes and profits.

c) The premium for a period is established in accordance with the rate applicable to the participant on the first (1st) day of the period.

d) No premium is payable for a period in which the employee is not a participant on the first (1st) day. By the same token, the full premium shall be payable for a period during which the employee ceases to be a participant.

23.17 The joint committee entrusts the management party with carrying out the work required to introduce and implement the health insurance plan and supplementary plans. This work is to be performed according to the committee's directives. The management party is entitled to be reimbursed for expenses incurred, as provided hereinafter.

23.18 Dividends or rebates resulting from a favourable claims experience for a plan constitute funds to be administered by the committee. The committee chairperson’s fees are charged against these funds, while the fees, costs and disbursements incurred in introducing and implementing the plans are charged specifically to the funds resulting from the basic health insurance plan, with the proviso that reimbursable costs do not include the employer’s normal operating costs. As soon as the balance of the funds from the basic health insurance plan reaches or exceeds the premiums for a period of the basic health insurance plan, the participants in this plan do not pay the premiums for one period. Surplus funds resulting from a supplementary plan are used as soon as possible for the benefit of the participants in the plan, either for a premium holiday, or to cover increases in the premiums, or to improve the plan's coverage.

23.19 Members of the joint committee are not entitled to any reimbursement of expenses or to any remuneration for their services in this capacity, but their employer nevertheless pays them their regular salary.

II – BASIC LIFE INSURANCE PLAN

23.20 An employee covered by sub-paragraph a) of clause 23.01 shall be entitled to six thousand four hundred dollars ($6,400) in life insurance.

An employee covered by sub-paragraph b) of clause 23.01 shall be entitled to three thousand two hundred dollars ($3,200) in life insurance.

The employer shall pay one hundred per cent (100%) of the cost of the above-mentioned life insurance.

23.21 Employees who, at the time the previous agreement was signed, were entitled to a higher life insurance benefit than the one provided by this agreement as part of a group insurance plan to which the employer contributed, and who remained insured during this previous collective agreement for the difference between the higher benefit and the amount provided by the plan still in force, as well as retired employees who on the same date were entitled to such an insurance plan and who have continued to be entitled to it during the same period, shall remain insured provided that:

a) they have made a written request to their employer on the form provided for this purpose, by December 1, 1976 at the latest;

b) they pay, as monthly payments, the first forty cents ($0.40) of the cost of such insurance for each thousand dollars ($1,000) of insurance, with the employer paying the difference in the cost.

III – BASIC HEALTH INSURANCE PLAN

23.22 In accordance with the terms decided by the joint committee, the basic plan shall cover medication prescribed by a physician or dentist that is sold by a licensed pharmacist or duly authorized physician, and, at the option of the joint committee, transportation by ambulance, hospital and medical charges not otherwise reimbursable when the insured employee is temporarily outside of Canada and when her/his condition necessitates her/his hospitalization outside of Canada, purchase of an artificial limb in the event of loss during an insured period and other supplies and services prescribed by an attending physician that are necessary for the treatment of the illness, and hospitalization costs up to a maximum of the cost of a semi-private room.

23.23 The employer's contribution to the basic health insurance plan for each pay period cannot exceed the lesser of the following amounts:

a) in the case of a participant insured for herself or himself and her/his dependents:

   i) job title with a maximum on the salary scale equal to or greater than $40,000 per year on March 13, 2011:

      - bi-weekly pay: $11.94;
      - weekly pay: $5.98;

   ii) job title with a maximum on the salary scale less than $40,000 per year on March 13, 2011:

      - bi-weekly pay: $26.48;
      - weekly pay: $13.22.

b) in the case of a participant insured for herself/himself only:

   i) job title with a maximum on the salary scale equal to or greater than $40,000 per year on March 13, 2011:

- bi-weekly pay: $4.78;
- weekly pay: $2.38;

ii) job title with a maximum on the salary scale less than $40,000 per year on March 13, 2011:

- bi-weekly pay: $10.56;
- weekly pay: $5.28.

c) twice the premium paid by the participant herself/himself, for benefits under the basic plan.

If an employee changes job title, the employer's contribution will vary, as the case may be.

23.24 Should coverage of the Québec Health Insurance Plan be extended to include prescription drugs, the amounts provided in paragraphs a) and b) of clause 23.23 shall be reduced by 2/3 of the monthly cost of drug insurance benefits included in the basic health insurance plan. The balance not required for the maintenance of benefits other than drugs in the basic plan may be used, until the expiry of this agreement, as an employer contribution to the supplementary plans provided above, subject to the proviso that the employer cannot be required to pay an amount greater than that paid by the participant herself or himself. The supplementary plans in effect at the time of such an extension may be modified accordingly and, as needed, new supplementary plans may be put into effect, subject to the maximum provided in clause 23.12, with or without the balance of the benefits of the basic plan.

23.25 Health insurance benefits are reduced by the amount of benefits payable under the terms of any other public or private individual or group plan.

23.26 Participation in the basic health insurance plan is mandatory.

However, an employee may, upon written notice to her/his employer, refuse or cease to participate in the basic health insurance plan, provided that she/he establishes that she/he is insured under another group insurance plan or, if the contract allows it, under the RAMQ's general drug insurance plan.

An employee on leave without pay for more than thirty (30) days may cease to participate in the basic health insurance plan, on the same conditions. If she/he does not meet the said conditions, she/he must pay the necessary premiums plus the employer's contribution by herself or himself.

23.27 An employee who has refused or ceased to participate in the health insurance plan may become eligible to participate in the plan under the terms provided in the contract.

23.28 The committee may agree to maintain the benefits of the basic plan for retired employees from year to year with appropriate modifications, without contributions from the employer, provided that:

- the employer does not have to intervene in the collection of premiums;
- the employees' premiums for the basic plan and the employer's corresponding premiums are set in a way that excludes any cost resulting from the extension of coverage to retired employees;

- the payments, premiums and rebates for retired employees are accounted for separately, and any additional premium payable by employees for the extension of the plan to retired employees is clearly identified as such;
- any change in the premium rates applicable to employees may not take effect during the period of guaranteed rates otherwise agreed to by the insurer.

IV – SALARY INSURANCE

23.29 Subject to the provisions of this agreement, an employee is entitled to the following for each period of disability during which she/he is absent from work:

a) payment of benefits equal to the salary she/he would receive if she/he were at work, up to the lesser of the number of accumulated credited days of sick leave or seven (7) working days.

Nevertheless, if an employee must be absent from her/his work because of disability without having enough days credited to cover the first seven (7) working days of her/his absence, she/he can use in advance the days that she/he will accumulate up to November 30 of the current year. However, if the employee leaves the position before the end of the year, she/he must reimburse the employer out of her/his last pay, at the rate prevailing at the time of her/his departure, for the days of sick leave taken in advance and not yet earned.

b) payment of benefits equal to eighty per cent (80%) of the salary she/he would have received at work, starting from the eighth (8^{th}) working day, for a period of three (3) months.

c) payment of benefits equal to seventy per cent (70%) of the salary she/he would have received at work, starting at the end of the period provided in paragraph b) and continuing for up to 104 weeks from the start of the disability, without going beyond her/his effective retirement date.

d) for any disability period provided under paragraphs b) and c), the employee accrues experience for the purpose of advancement on the salary scale.

e) payment of benefits equal to seventy per cent (70%) of her/his salary, starting at the end of the period of one hundred and four (104) weeks provided in the preceding paragraph under the terms of the long-term salary insurance plan, without going beyond her/his sixty-fifth (65^{th}) birthday.

The benefits mentioned above are paid by an insurer or a government agency. Premiums payable under the long-term salary insurance plan are not at the employee's expense, notwithstanding any provisions to the contrary provided in the collective agreement for employees eligible for the insurance plan.

f) From the fourth (4^{th}) week of disability, as defined in clause 23.03 A), until the one hundred and fourth (104^{th}) week of the same disability, an employee who receives salary insurance benefits may, at the recommendation of the physician designated by the employer or of her/his attending physician, be given one or more periods of rehabilitation in the duties of the position in her/his assignment or, if the assignment is finished, in another assignment, while continuing to be covered by the salary insurance plan. This

rehabilitation is possible with the consent of the employer, who cannot refuse without a valid reason, provided that this rehabilitation will enable the employee to perform all her/his usual duties. The employee's salary insurance benefits are then reduced by 80% or 70%, as the case may be, of the gross salary derived from the work performed during this period of rehabilitation. These salary insurance benefits will be paid provided that the work continues to be consistent with the employee's rehabilitation and that her/his disability persists.

The employer's decision to initiate a period of rehabilitation applies ten (10) days after the attending physician has been notified of the recommendation made by the physician designated by the employer.

When an employee is in rehabilitation, she/he is entitled, on the one hand, to her/his salary prorated to the time worked, and on the other to the applicable benefits for the proportion of the time not worked. In the case of a part-time employee, the time not worked is equal to the difference between the number of hours worked and the average number of hours established for the purpose of calculating her/his benefits.

If the collective agreement stipulates that benefits are interrupted during a period of disability, the benefits are, however, maintained for the time worked, and calculated according to the rules that apply to part-time employees.

The period or periods of rehabilitation, as the case may be, take place within a period of a maximum of three (3) consecutive months. At the end of three (3) months, at the recommendation of the attending physician, the employer and the employee may agree to extend it for a maximum of another three (3) consecutive months.

At the recommendation of the employer's designated physician, the employer may extend or terminate a period of rehabilitation.

The employee may also terminate her/his period of rehabilitation before the end of the agreed period, upon presentation of a medical certificate from her/his attending physician.

A period of rehabilitation may not have the effect of extending the period during which full or reduced salary insurance benefits provided for in paragraph c) are paid beyond one hundred and four (104) weeks.

The provisions of this paragraph also apply to an employee who is on disability benefits under the Québec Automobile Insurance Act (CQLR, c. A-25), the Act respecting industrial accidents and occupational diseases (CQLR, c. A-3.001), or the Crime Victims Compensation Act (CQLR, c. I-6), with the necessary adjustments in the percentage by which her/his salary-insurance benefits are reduced.

For a part-time employee, the amount of benefits is prorated on the basis of time worked in the fifty-two (52) calendar weeks preceding her/his disability in proportion to the amount of benefits payable on a full-time basis. The weeks during which an absence for illness, vacation, leave without pay, or maternity, paternity or adoption leave was authorized are excluded from the calculation.

This calculation must include a minimum of twelve (12) calendar weeks. Failing this, the employer takes into consideration the weeks prior to the fifty-two (52)-week period until the calculation can be based on a period of twelve (12) weeks. If the calculation cannot be based on a minimum of twelve (12) weeks because the period between the employee's last date of hiring and the start of the disability do not allow for it, the calculation is done on the basis of this last period.

For the purposes of calculating the benefits paid following the first one hundred and four (104) weeks of disability, the salary used is the rate on the applicable salary scale that the employee would receive if she/he were at work when the benefits provided in paragraph e) of this clause started to be paid. These benefits are subsequently indexed on January 1 every year, in accordance with the indexation rate set under the Act respecting the Québec Pension Plan (CQLR, c. R-9), up to a maximum of five per cent (5%).

23.30 A disabled employee continues to participate in the Government and Public Employees Retirement Plan (RREGOP) for the first twenty-four (24) months of her/his disability and for an additional year if still disabled at the end of the twenty-fourth (24th) month, unless she/he returns to work, dies or retires before the end of this period. The employee continues to be entitled to benefits under the insurance plans for the first twenty-four (24) months of her/his disability.

However, the employee must pay the required contributions except that, as of the cessation of payment of benefits provided for in paragraph a) of clause 23.29, she/he is exempted from contributions to the RREGOP without loss of rights. The provisions relating to the exemption from these contributions are an integral part of the RREGOP provisions and the resulting cost is shared, as with every other benefit. Subject to the provisions of the collective agreement, the payment of benefits must not be interpreted as conferring the status of employee on the beneficiary or as adding to her/his rights as such, particularly with respect to the accumulation of sick days.

23.31 Salary insurance benefits are reduced by the initial amount of all basic disability benefits payable under the terms of any law, in particular the Automobile Insurance Act, the Act respecting the Québec Pension Plan, the Act respecting industrial accidents and occupational diseases and the various laws governing pension plans, without regard for subsequent increases resulting from indexation clauses.

Furthermore, salary insurance benefits payable under clause 23.29 e) are reduced by the initial amount of all pension benefits payable without actuarial reduction on the basis of the employee's pension plan, without regard for subsequent increases resulting from indexation clauses. More specifically, the following provisions apply:

a) If the disability entitles the employee to benefits payable under the Québec Pension Plan or the various laws on pension plans, the salary insurance benefits are reduced by the amount of these disability benefits.

b) If the disability entitles the employee to disability benefits payable under the Automobile Insurance Act, the following provisions shall apply:

   i) for the period covered by paragraph a) of clause 23.29, if the employee has any days of sick leave in reserve, the employer pays the employee the difference between her/his net salary[1] and the benefits paid by the Société de l'assurance automobile du

Québec (SAAQ). The bank of sick leave is reduced in proportion to the amount thus paid;

ii) for the period covered by paragraph b) of clause 23.29, the employee receives, if need be, the difference between eighty-five per cent (85%) of her/his net salary[1] and the benefits payable by the SAAQ.

iii) for the period covered by paragraph c) of clause 23.29, the employee receives the difference between seventy-five per cent (75%) of her/his net salary[1] and the benefits payable under the SAAQ.

c) In the case of an occupational injury entitling the employee to income replacement benefits paid pursuant to the Act respecting industrial accidents and occupational diseases, the following provisions apply:

i) the employee receives 90% of her/his net salary from the employer until the date on which her/his injury is consolidated, but not longer than one hundred and four (104) weeks from the start of her/his period of disability;

ii) once the employee's injury is consolidated, the salary insurance plan provided in clause 23.29 applies if the employee is still disabled as defined in clause 23.03 as a result of the same injury, in which case the date on which such an absence begins is considered to be the date on which the disability began for the purposes of applying the salary insurance plan;

iii) the benefits paid by the Commission des normes, de l'équité, de la santé et de la sécurité du travail (CNESST) for that same period are paid to the employer, up to the amounts provided in i) and ii).

The employee must sign the forms required to authorize said reimbursement to the employer.

The employee's bank of sick leave is not affected by such an absence and the employee is deemed to be receiving salary insurance benefits.

No salary insurance benefits may be paid for a disability compensated under the Act respecting industrial accidents and occupational diseases when the occupational injury entitling the employee to said compensation occurred with another employer. In that event, the employee is required to inform her/his employer of such an occurrence and of the fact that she/he is receiving income replacement benefits. Nevertheless, if the CNESST stops paying benefits pursuant to the Act respecting industrial accidents and occupational diseases following an occupational injury that occurred with another employer, the salary insurance plan provided in 23.29 applies if the employee is still disabled as defined in clause 23.03 and, in such a case, the said absence shall be deemed to begin on the date the disability began for the purposes of applying the salary insurance plan.

In order to receive the benefits provided in clauses 23.29 and 23.31, an employee must inform the employer of the amount of weekly benefits payable by virtue of any legislation.

23.31A If a claim is contested after being filed with the CNESST, including any claim related to compensation of crime victims (IVAC) or the SAAQ, or if payment of benefits is delayed, a

[1] Net salary: gross salary minus federal and provincial income taxes and contributions to the Québec Pension Plan and the Employment Insurance program.

disabled employee as defined in clause 23.03 may, upon request, receive the salary insurance benefits provided in paragraphs a), b) and c) of clause 23.29, in the form of an advance.

For the period in which the employee receives such an advance, she/he shall be covered by all the provisions of the salary insurance plan.

Upon receiving the CNESST, IVAC or SAAQ benefits, the employee reimburses in a single payment the money thus received.

23.32 Payment of benefits provided in clause 23.29 c) ceases with the payment scheduled for the last week of the month in which the employee effectively retires.

Payment of benefits provided in clause 23.29 e) cease on the date the employee turns sixty-five (65).

If need be, the amount of the benefit is divided into fifths of the amount stipulated for a complete week, and one-fifth (1/5) paid for each day of disability that falls on a work day in the course of a normal work week.

23.33 No benefit is payable during a strike, except for a disability that began prior to the strike.

23.34 Benefits payable under the provisions of paragraphs a), b) and c) of clause 23.29 are paid directly by the employer, subject to the employee providing the supporting documents the employer may reasonably request.

An employee is entitled to reimbursement of the cost charged by a physician for any request for additional medical information required by the employer.

The employee is responsible for ensuring that any supporting document is properly completed.

23.35 Regardless of the duration of the absence or whether such absence is compensated or whether an insurance contract is underwritten for the purpose of protecting against the risk, the employer, the insurer or the government agency chosen by the management party to represent the employer for this purpose may verify the reason for the absence and monitor the nature and duration of the disability.

23.36 In order to permit verification, the employee must notify her/his employer without delay whenever she/he is unable to report to work because of illness, and must promptly submit the supporting documents required under the terms of clause 23.34.

The employer or his representative may require a statement by the employee or her/his attending physician except in cases where, because of circumstances, no physician was consulted. The employer may have the employee examined in relation to any absence. The cost of the examination is not borne by the employee, and reasonable travel expenses incurred are reimbursed in accordance with the provisions of the collective agreement.

23.37 The verification may be done on a random basis and as needed when the employer considers it appropriate due to an accumulation of absences. If an employee makes a false

declaration or if the reason for the absence is other than her/his illness, the employer may take appropriate disciplinary measures.

23.38 If, because of the nature of her/his illness or of injuries, an employee cannot immediately notify the employer or promptly submit the required evidence, she/he must do so as soon as possible.

23.39 Procedure for settling a dispute related to a disability

An employee may use the following procedure to contest any decision to the effect that her/his disability does not or has ceased to exist, or a decision by the employer requiring that she/he undergo a period of rehabilitation or extending or terminating such a period:

1- The employer must notify the employee and the union in writing of his decision to refuse or cease to recognize the disability, to refuse to recognize that the disability no longer exists or to require that the employee undergo or extend a period of rehabilitation. The notice sent to the employee must be accompanied by the report(s) and expert opinion(s) directly related to the disability that the employer will send to the medical arbitrator and use in the arbitration procedure set out in paragraphs 3 to 10.

2- An employee who does not report for work on the day indicated on the notice provided in sub-paragraph 1 is deemed to have grieved the employer's decision on that date. In the case of a part-time employee on the recall list who has not been assigned, the grievance is deemed to be filed on the day the union receives the employer's notice indicating that the employee has not reported to work for an assignment offered to her/him, or at the latest seven (7) days after receipt of the notice provided in sub-paragraph 1.

   If the employer does not recognize that the disability no longer exists, the employee has thirty (30) days from receiving the notice stipulated in sub-paragraph 1 to contest the employer's decision by grieving it.

3- If the disability falls within the field of practice of a physiatrist, a psychiatrist or an orthopedic specialist, the local parties have ten (10) days from the date the grievance is filed to agree on the appointment of a medical arbitrator. Should they fail to reach an agreement on the relevant speciality within the first five (5) days, the speciality is determined within the next two (2) days by the general practitioner or his alternate[1] on the basis of the reports and expert opinions provided by the attending physician and the first (1st) physician designated by the employer. In such a case, the local parties have whatever time that remains in the ten (10)-day period to agree upon the appointment of the medical arbitrator. Should they fail to agree on the choice of a medical arbitrator, the clerk appoints one from the list provided in this sub-paragraph, choosing the one who is next in line from the relevant speciality and the following two (2) geographic sectors:

[1] For the duration of this collective agreement, the general practitioner is Gilles Bastien and his alternate is Daniel Choinière.

PHYSIATRY

Eastern Sector[1]

Lavoie, Suzanne, city of Québec
Morand, Claudine, city of Québec

Western Sector[2]

Bouthillier, Claude, Montréal
Lambert, Richard, Montréal
Lavoie, Suzanne, Montréal
Tinawi, Simon, Montréal

ORTHOPEDICS

Eastern Sector[3]

Beaumont, Pierre, Rivière-du-Loup
Bélanger, Louis-René, Saguenay
Blanchet, Michel, city of Québec
Lacasse, Bernard, city of Québec
Lefebvre, François, Saguenay
Lemieux, Rémy, Saguenay
Lépine, Jean-Marc, city of Québec

Western Sector[4]

Blanchette, David, Montréal
Desnoyers, Jacques, Longueuil
Dionne, Julien, Saint-Hyacinthe
Gagnon, Sylvain, Montréal
Godin, Claude, Montréal
Héron, Timothy A., Montréal
Jodoin, Alain, Montréal
Major, Pierre, Montréal
Murray, Jacques, Sorel-Tracy
Ranger, Pierre, Laval
Renaud, Éric, Laval

1 The Eastern Sector includes the following regions: Bas Saint-Laurent, Saguenay-Lac-Saint-Jean, Capitale-Nationale, Chaudière-Appalaches, Côte-Nord and Gaspésie-Îles-de-la-Madeleine.

2 The Western Sector includes the following regions: Mauricie et Centre-du-Québec, Estrie, Montréal-Centre, Outaouais, Abitibi-Témiscamingue, Nord du Québec, Laval, Lanaudière, Laurentides, Montérégie, Centre du Québec, Nunavik and Terres-Cries-de-la-Baie-James.

PSYCHIATRY

Eastern Sector[1]

Brochu, Michel, city of Québec
Gauthier, Yvan, city of Québec
Girard, Claude, city of Québec
Jobidon, Denis, city of Québec
Leblanc, Gérard, city of Québec
Proteau, Guylaine, city of Québec

Western Sector[2]

Côté, Louis, Montréal
Fortin, Hélène, Montréal
Gauthier, Serge, Laval
Guérin, Marc, Montréal
Legault, Louis, Montréal
Margolese, Howard Charles, Montréal
Pineault, Jacynthe, Saint-Hyacinthe
Poirier, Roger-Michel, Montréal
Turcotte, Jean-Robert, Montréal

If the disability falls within a field of practice other than physiatry, orthopedics or psychiatry, the local parties have ten (10) days from the date the grievance is filed to agree on the appointment of a medical arbitrator in accordance with a joint recommendation from the designated physician and the attending physician. If they fail to reach an agreement on the relevant speciality within the first five (5) days, the speciality is determined within the next two (2) days by the general practitioner or his replacement[3] on the basis of the reports and expert opinions provided by the attending physician and the first (1st) physician designated by the employer. In such a case, the local parties have whatever time that remains in the ten (10)-day period to agree upon the appointment of the medical arbitrator. Should they fail to agree on the choice of a medical arbitrator, the employer notifies the general practitioner or his replacement and the latter has five (5) days to appoint a physician in the field of practice that has been identified.

4- To be appointed, the medical arbitrator must be able to render a decision within the prescribed period of time.

5- Within fifteen (15) days of the relevant speciality being determined, the employee or union representative and the employer hand over to the medical arbitrator the files and expert opinions directly related to the disability that were provided by their respective physicians.

---

1 The Eastern Sector includes the following regions: Bas Saint-Laurent, Saguenay-Lac-Saint-Jean, Capitale-Nationale, Chaudière-Appalaches, Côte-Nord and Gaspésie-Îles-de-la-Madeleine.

2 The Western Sector includes the following regions: Mauricie et Centre-du-Québec, Estrie, Montréal, Outaouais, Abitibi-Témiscamingue, Nord du Québec, Laval, Lanaudière, Laurentides, Montérégie, Nunavik and Terres-Cries-de-la-Baie-James.

3 For the duration of this collective agreement, the general practitioner is Gilles Bastien and his alternate is Daniel Choinière.

6- The medical arbitrator meets with the employee and examines her/him if the medical arbitrator deems it necessary. This meeting must take place within thirty (30) days of when the relevant speciality is determined.

7- Reasonable travel expenses incurred by the employee are reimbursed by the employer in accordance with the provisions of the collective agreement. The employee is not obliged to travel if the state of her/his health does not permit it.

8- The mandate of the medical arbitrator pertains exclusively to the following issues:

- non-existence of the disability;
- date on which the disability ceases to exist;
- the employee's ability to undergo a period of rehabilitation, or the extension or termination of the rehabilitation period.

9- If the medical arbitrator concludes that the employee is or is still disabled, he may also rule on the employee's ability to undergo a period of rehabilitation.

10- The medical arbitrator renders a decision on the basis of the documents provided in accordance with the provisions of sub-paragraph 5 and the meeting stipulated in sub-paragraph 6. He must decide, in accordance with the code of ethics, between the opinion of the attending physician and the employer's physician. The decision must be issued no later than forty-five (45) days of the date the grievance was filed. His decision is final and enforceable.

Until her/his return to work or until a decision is rendered by the medical arbitrator, the employee is entitled to the salary insurance benefits provided for in this article.

The employer may not oblige the employee to return to work before the date indicated on the medical certificate or until the medical arbitrator decides otherwise.

If the medical arbitrator concludes that the disability is non-existent or no longer exists, the employee reimburses the employer at the rate of ten per cent (10%) of the amount paid per pay period, until the debt has been repaid in full.

An employee cannot use the provisions of the collective agreement to contest her/his ability to return to work in cases in which an authority or a tribunal with legal jurisdiction constituted under any law, particularly the Automobile Insurance Act, the Act respecting industrial accidents and occupational diseases or the Crime Victims Compensation Act, has already rendered a decision on her/his ability to return to work in relation to the same disability and the same diagnosis.

23.39A In the case of the benefits provided for in paragraph e) of clause 23.29, the employer ensures, through the specifications or otherwise, that the insurance contract includes the following arbitration clause:

"In the event that the insurer refuses to pay the benefits, the insurer's physician and the employee's physician shall meet for the purpose of reaching an agreement. Failing an agreement, a medical arbitrator is chosen by mutual agreement of the two (2) physicians. In the event of disagreement on the choice of a medical arbitrator, he shall be chosen by the representatives of the government and the FTQ union concerned. The medical arbitrator's decision is final, without appeal and binding on the insured party and the insurer."

23.40 The sick days credited to an employee on May 1, 1980 and not used in accordance with the provisions of the preceding collective agreement remain credited to her/him and may be used in the following manner, at the regular rate of pay in effect when used:

a) to cover the uninsured period of seven (7) working days once the employee has exhausted her/his 9.6 days of sick leave provided for in clause 23.41 in the course of a given year;

b) for early retirement purposes;

c) in order to redeem years of service for which contributions have not been paid to the RREGOP (Division III of Chapter II of the Act).

In such a case, the entire bank of sick days may be used in the following ways:

- first, the first sixty (60) days at their full value, and
- subsequently, any time beyond sixty (60) days, without limit, at half its value.

d) to cover the difference between the employee's net salary and the salary insurance benefits provided for in paragraphs b) and c) of clause 23.29. During this period, the reserve of sick days is reduced in proportion to the amount thereby paid.

For the purposes of applying this sub-paragraph, net salary means gross salary minus federal and provincial taxes and QPP, employment insurance and pension plan contributions;

e) when the employee leaves the job, the accumulated payable sick days are paid to her/him, one at a time, for up to sixty (60) working days. Any amount over sixty (60) working days of accumulated sick leave is paid to her/him at the rate of one-half a working day per accumulated working day, and up to thirty (30) working days. The maximum number of payable days at the time an employee leaves the job may in no case exceed ninety (90) working days.

23.41 At the end of each month of remunerated service, an employee is credited with 0.80 of a working day of sick leave. For the purposes of applying this paragraph, any authorized absence of more than thirty (30) days interrupts the accumulation of sick leave. However, said accumulation is not interrupted when an employee is absent from work for more than thirty (30) consecutive days in accordance with the provisions of clause 21.02.

Any continuous period of disability of more than twelve (12) months interrupts the accumulation of annual vacation, regardless of the reference period provided in clause 21.04.

An employee may use three (3) of the days of sick leave provided in the first(1st) paragraph as personal days. She/he must notify the employer in advance at least twenty-four (24) hours before taking personal days, and the employer cannot refuse without a valid reason. By local agreement, the parties may agree to allow an employee to divide one (1) of her/his personal sick leave days into half-days. If so, the parties agree on the applicable terms and conditions.

23.42 An employee who has not used all the days of sick leave to which she/he is entitled under clause 23.41 is to be paid by December 15 of each year for days accumulated in this way and not used by November 30.

23.43 An employee may choose not to convert into cash the unused days accumulated on November 30 in order to constitute and maintain a bank of up to five (5) days of sick leave to cover the uninsured period provided in paragraph a) of clause 23.29. If an employee's unused days of sick leave are not used for this purpose, they cannot be converted into cash unless the employee dies or leaves the job.

This bank of sick leave may be utilized after the days of sick leave mentioned in clause 23.41 have been exhausted or taken in advance.

23.44 Instead of accumulating days of sick leave as provided in clause 23.41, a part-time employee receives with each pay an amount calculated in accordance with the provisions of clause 7.13.

A part-time employee covered by paragraphs a) or b) of clause 23.01 is entitled to the other provisions of the salary insurance plan, except that for each period of disability, the benefits only become payable after 9.8 calendar days of absence from work due to disability, starting on the first (1st) day on which the employee was required to report to work.

The preceding paragraph does not apply to a part-time employee who has chosen not to be covered under the insurance plans, in accordance with the provisions in clause 23.01.

V – TERMS FOR THE RETURN TO WORK OF AN EMPLOYEE WHO HAS SUFFERED AN OCCUPATIONAL INJURY AS DEFINED BY THE ACT RESPECTING INDUSTRIAL ACCIDENTS AND OCCUPATIONAL DISEASES

23.45 The employer may, for as long as an employee is eligible for income replacement benefits, assign her/him temporarily either to her/his original position or, with priority over employees on the recall list and subject to the provisions of clause 15.01, to a position temporarily without its incumbent, even if her/his injury is not consolidated. The assignment is made on the condition that it does not endanger the employee's health, safety or physical well-being, given her/his injury.

The above paragraph does not exempt the employee and the employer from the application of the provisions of the Act, notably with regard to section 179.

23.46 An employee who, despite the consolidation of her/his injury, remains unable to meet the normal requirements of her/his position is registered on a special team for as long as she/he is eligible for income replacement benefits, if her/his residual capacities allow her/him to perform certain duties.

23.47 Unless the local parties agree otherwise, an employee registered on the special team is deemed to have applied for any vacant or newly created position with the same status if her/his residual capacities allow her/him to perform the duties of that position without endangering her/his health, safety or physical well-being, given her/his injury.

Notwithstanding the clauses on voluntary transfers, the position is granted to the most senior employee on the special team, subject to clause 15.05, provided that she/he can meet the normal requirements of the job.

23.48 An employee who refuses a position offered under the terms of the preceding paragraph without a valid reason ceases to be registered on the special team.

VI – RETURN TO WORK FOR EMPLOYEES WHO HAVE BEEN ON DISABILITY LEAVE FOR MORE THAN SIX (6) MONTHS

23.49 The parties will maintain the local joint committee whose mandate is to analyze and monitor the files of employees who have been on disability leave for more than six (6) months, ensuring in particular that the insurer receives the necessary information from the employer and the employee as of the eighteenth (18th) month of disability. The operating rules for this committee are set at the local level.

23.50 The committee may agree to modify the employee's position or, as the case may be, any vacant position, to take into account her/his residual capacities.

23.51 Subject to clauses 15.05 and 23.47 and with the committee's agreement, if an employee's position cannot be modified, that employee has priority for any vacant or newly created position, provided that her/his residual capacities allow her/him to perform the duties associated with it. In such a case, the position filled in this way is not subject to the provisions on voluntary transfers.

23.52 An employee who obtains a position under the terms of the previous paragraphs is deemed to no longer be disabled as defined in clause 23.03, as of the date she/he starts work in the position.

VII – SPECIAL CONDITIONS FOR EMPLOYEES ON DISABILITY LEAVE FOR MORE THAN ONE HUNDRED AND FOUR (104) WEEKS

23.53 This section applies in the event that the medical arbitration award provided for in the insurance contract in accordance with clause 23.39A concludes that the employee is not or is no longer disabled on a date falling between the one hundred and fourth (104th) and one hundred and fifty-sixth (156th) weeks after the start of the disability.

23.54 When a decision rendered by the medical arbitrator in accordance with the medical arbitration procedure stipulated in the insurance contract in accordance with clause 23.39A concludes that an employee is not or is no longer disabled and no decision was rendered between the twenty-first (21st) and twenty-fourth (24th) months of disability by a medical arbitrator designated under the medical arbitration procedure set out in clause 23.39, the employer reinstates the employee in her/his position. In such a case, the employee is subject to the qualifying period provided for in paragraph ii) of clause 23.04 before qualifying again for disability leave.

23.55 When a decision rendered by the medical arbitrator in accordance with the medical arbitration procedure stipulated in the insurance contract in accordance with clause 23.39A concludes that an employee is not or is no longer disabled and a decision rendered between the twenty-first (21st) and twenty-fourth (24th) month of disability by a medical arbitrator

designated under the medical arbitration procedure set out in clause 23.39 had ruled that the employee was disabled, the employer may, on the advice of his designated physician, either reinstate or refuse to reinstate the employee in her/his position.

If the employer decides not to reinstate the employee, the latter has ten (10) days from receiving written notice to this effect to contest the decision by grieving it. In this case, the medical arbitration procedure set out in clause 23.39 applies.

ARTICLE 24

PENSION PLAN

24.01 Employees are covered by the provisions of the Teachers' Pension Plan, the Civil Service Superannuation Plan or the Government and Public Employees Retirement Plan, as the case may be.

Progressive retirement program

24.02 The purpose of the progressive retirement program is to allow a full-time or part-time employee who holds a position and works more than 40% of a full-time position to reduce the amount of time she/works during the last years before retirement.

24.03 The granting of progressive retirement is subject to prior agreement with the employer, taking into account the needs of the service or department.

A full-time or part-time employee may only take advantage of the program once, even if it is cancelled before the expiry date of the agreement.

24.04 The progressive retirement program is subject to the following terms and conditions:

1- Period covered by the current provisions and retirement

a) The current provisions may apply to an employee for a minimum period of twelve (12) months and a maximum period of sixty (60) months.

b) This period, including the percentage and distribution of work performed, is hereinafter called "the agreement."

c) At the end of the agreement, the employee must retire.

d) However, if an employee is not eligible for retirement at the end of the agreement because of circumstances beyond her/his control (e.g., strike, lockout, adjustment of prior service), the agreement is extended until the date on which the employee becomes eligible for retirement.

2- Duration of the agreement and amount of work

a) The agreement is for a minimum of twelve (12) months and a maximum of sixty (60) months;

b) The request for progressive retirement must be made in writing at least ninety (90) days before the start of the agreement; it must also stipulate the length of the agreement.

c) The percentage of the time worked must be at least forty per cent (40%) and at most eighty per cent (80%) of the hours of a full-time employee, on an annual basis.

d) The amount and percentage of time worked shall be agreed upon between the employee and the employer and may vary over the duration of the agreement. Furthermore, the employer and the employee may agree during the agreement to modify the amount and percentage of time worked.

e) The agreement between the employee and the employer is recorded in writing and a copy given to the union.

3- Rights and benefits

a) For the duration of the agreement, the employee receives remuneration corresponding to the amount of time worked.

b) The employee continues to accumulate seniority as if she/he were not participating in the program.

For part-time employees, the reference period for calculating seniority is the weekly average of days of seniority accumulated over the last twelve (12) months of service or since the employee's starting date, whichever date is closest to the beginning of the agreement.

c) For the purposes of determining pension eligibility and calculating the amount of pension benefits, an employee is credited with the full-time or part-time service that she/he was performing before the start of the agreement.

d) For the duration of the agreement, the employee and the employer pay contributions to the pension plan on the basis of the evolving pensionable earnings and the amount of work (full-time or part-time) that the employee was performing before the start of the agreement.

e) Should the employee become disabled in the course of the agreement, she/he will be exempted from her/her contributions to the pension plan on the basis of her/her evolving eligible earnings and the amount of work she/he was performing before the start of the agreement.

While disabled, the employee shall receive salary insurance benefits based on the distribution and annual percentage of work agreed upon, without going beyond the date of the end of the agreement.

f) In accordance with clause 23.40, days of sick leave credited to an employee may be used in the framework of the agreement to exempt her/him from some or all of the work to be done under the agreement, for the same number of days as the sick days credited to the employee.

g) For the duration of the agreement, the employee benefits from the same basic life insurance plan that she/he had before the start of the agreement.

h) The employer continues to pay his premium for the basic health insurance plan corresponding to that paid before the start of the agreement, provided that the employee pays her/his share.

4- Voluntary transfer

When an employee benefiting from the progressive retirement program is voluntarily transferred, the employee and the employer shall meet to agree on whether to continue the agreement and on any modification to be made to the agreement. Should they fail to agree, the agreement is terminated.

5- Bumping or layoff

For the purposes of applying the bumping procedure, if an employee's position is abolished or the employee is bumped, that employee shall be deemed to be performing the amount of work (full-time or part-time) normally scheduled for the position. The employee continues to benefit from the progressive retirement program.

In the case of an employee who is laid off and has job security, the layoff does not have any effect on the agreement; the agreement continues to apply during the layoff.

6- Termination of the agreement

The agreement is terminated in the following cases:

- retirement;
- death;
- resignation;
- dismissal;
- withdrawal with the employer's consent;
- disability of the employee for more than three (3) years, if the employee was eligible for salary insurance during the first two (2) years of the disability.

In these cases as well as in those provided for in clause 24.04 4), the service credited under the agreement is retained; if applicable, any unpaid contributions, accrued with interest, stay on file for the employee.

24.05 Unless provided otherwise in the preceding clauses, an employee who benefits from the progressive retirement plan is governed by the rules of the collective agreement applying to part-time employees.

ARTICLE 25

EMPLOYEE BENEFITS

25.01 The employer grants an employee:

1- five (5) calendar days of leave upon the death of her/his spouse or dependent child, or a minor child;

2- three (3) calendar days of leave upon the death of the following members of her/his family: father, mother, brother, sister, father-in-law, mother-in-law, stepfather, stepmother, daughter-in-law or son-in-law;

3- two (2) calendar days of leave upon the death of the child of her/his spouse (except cases stipulated in paragraph 25.01-1);

4- one (1) calendar day of leave upon the death of a sister-in-law, brother-in-law, grandparent or grandchild.

In the event of a death covered by the preceding paragraphs, the employee is entitled to one (1) additional day for travel if the funeral (religious or civil ceremony) takes place two hundred and forty (240) kilometres or more from her/his home.

25.02 The leave provided in any of the paragraphs of clause 25.01 may be taken between the date of death and the date of the funeral (religious or civil ceremony) inclusive, at the employee's choice. Leave consisting of more than one (1) calendar day must be taken consecutively.

The leave provided in any of the paragraphs of clause 25.01 may be taken beginning on the day before the death when the death has been planned in accordance with the Act respecting end-of-life care. The employee must inform her/his employer of the absence as soon as possible.

Nevertheless, an employee may decide to use one (1) of the days of leave to attend a burial, cremation ceremony, or ceremony for disposing of the ashes that takes place outside the time periods provided. Implementation of this paragraph shall under no circumstances result in the employee receiving more remuneration than that provided in clause 25.03.

25.03 For the calendar days of leave mentioned in clause 25.01, an employee receives remuneration equal to that she/he would have received had she/he been at work, except if they coincide with other leave provided for in this collective agreement.

25.04 In all cases, an employee notifies her/his immediate supervisor or the personnel manager and, at the latter's request, produces proof of or attestation to these facts.

25.05 An employee who is summoned for jury duty or as a witness in a court case in which she/he is not one of the parties receives the difference between her/his regular salary and the allowance paid by the court for this duty during the period in which she/he is required to serve as a juror or witness.

In the case of a civil lawsuit against an employee in the normal performance of her/his duties, the employee does not incur any loss of regular salary for the time she/he is needed in court.

25.06 A full-time employee is entitled to one (1) week of leave with pay for her/his marriage or civil union.

An employee holding a part-time position is also entitled to such leave in proportion to the number of days scheduled for the position she/he holds. If such an employee holds an assignment on the date the leave begins, the leave is paid in proportion to the number of days scheduled for the assignment at that time, including, if applicable, the number of days in the position she/he holds if she/he has not temporarily left her/his position. Other part-time employees are entitled to this leave in proportion to the number of days stipulated in the assignment held up to the date the leave begins.

This marriage or civil union leave is granted provided that the employee requests it at least four (4) weeks in advance.

The marriage or civil union leave may be taken on a week day, including the day of the marriage or the civil union, or it may be taken the following week, after an agreement between the employer and the employee. In this case, the marriage or civil union day is deducted from the leave if the leave was paid in accordance with the Act respecting labour standards (CQLR, c. N-1.1).

25.07 An employee who is a member of the board of directors of a health and social services council is given leave with no loss of pay to attend meetings of the board of directors, upon request to her/his immediate supervisor, who cannot refuse without a valid reason.

Upon request to her/his immediate supervisor, an employee who is a member of the institution’s board of directors is given leave with no loss of pay to attend board meetings.

25.08 An employee is entitled to two (2) rest periods of fifteen (15) minutes each per day of work.

Leave for family responsibilities

25.09 An employee may be absent from work, without pay, after advising the employer of her/his absence as soon as possible, up to ten (10) days per year to fulfill obligations relating to the care, health or education of the employee's child or the child of the employee's spouse, or because of the state of health of the employee's spouse, father, mother, brother, sister or one of the employee's grandparents.

The days used are deducted from the annual bank of sick leave, where possible, or taken without pay, as the employee chooses.

The leave may be divided into half-days, if the employer consents.

The employee must take the reasonable steps within her/his power to limit the leave and the duration of the leave provided for in this clause.

25.10 An employee may be absent from work in accordance with sections 79.8 to 79.15 of the Act respecting labour standards, after informing the employer of the reasons for the absence as soon as possible and providing justification.

During an unpaid leave, the employee accumulates seniority and experience and continues to participate in the basic health insurance plan by paying her/his premiums. The employee may also continue to participate in applicable optional insurance plans by making a request at the beginning of the leave and paying all applicable premiums.

At the end of an unpaid leave, the employee may resume her/his position or a position obtained at his/her request, as the case may be, in accordance with the provisions of the collective agreement. If the position has been abolished, or if the employee has been bumped, the employee is entitled to the benefits she/he would have received had she/he then been at work.

Similarly, upon returning from an unpaid leave, an employee who does not hold a position returns to the assignment that she/he had when she/he went on leave if that assignment continues after the end of the leave.

If the assignment has ended, the employee is entitled to any other assignment in accordance with the provisions of the collective agreement.

ARTICLE 26

MEALS

26.01 When meals are served to beneficiaries at the employee's work place or when the employee can reach the institution to have her/his meal within the period of time allocated for doing so, the employer provides her/him with a suitable meal when such meals are part of her/his work schedule.

An employee who, because of her/his work location, receives a meal allowance in lieu of the meal provided for in this clause shall continue to receive it unless the employer is able to provide it otherwise.

The price of each meal shall be by the item, but the price of a full meal shall not exceed:

Breakfast: $2.10[1]

Lunch: $4.76[2]

Supper: $4.76[3]

On April 1 of each year, the cost of meals is increased in accordance with the rate of increase of the salary rates and scales provided for in clause 7.27 of the collective agreement.

An employee may bring her/his own meal and eat it in an appropriate place designated for this purpose by the employer.

It is agreed that there will not be any acquired privileges for employees who used to pay a lower rate than those mentioned above.

In the institutions where higher prices were in effect before this agreement came into force, these higher prices will continue to apply for the duration of this agreement for all employees in these institutions.

26.02 Any employee assigned to shift work or whose working hours differ from those stipulated for other employees are also entitled to the benefits provided in clause 26.01 of this article.

1 The indicated prices are those applicable on April 1, 2020.

2 The indicated prices are those applicable on April 1, 2020.

3 The indicated prices are those applicable on April 1, 2020.

ARTICLE 27

TRAVEL ALLOWANCES

27.01 An employee who, at the employer's request, must perform her/his duties outside her/his home base is considered to be at work during the entire time that she/he is travelling and is entitled to reimbursable travel allowances on the following terms and conditions:

Terms and conditions applicable when an employee does not have to report to her/his home base at the beginning or end of her/his day of work are agreed upon locally.

Automobile expenses

When an employee uses her/his own automobile, she/he receives:

from 0 to 8,000 km: $0.490 per km

8,001 km or more: $0.440 per km

An amount of $0.123/km is added to the stipulated allowances for kilometres driven on gravel roads.

27.02 The supplementary “business” insurance premium is reimbursed in full when an employee is required by the employer to use her/his vehicle. However, the institution is relieved of any responsibility if the employee does not take out “business” insurance.

27.03 An employee required by the employer to use an automobile, who uses her/his personal vehicle for this regularly during the year and travels less than eight thousand (8,000) kilometres is entitled, in addition to the general allowance provided, to compensation equal to $0.08 per kilometre between the distance actually travelled and eight thousand (8,000) kilometres, payable at the end of the year.

If the use of an automobile is no longer required by the employer, the employee is entitled to compensation stipulated under the terms of the previous paragraph for the full current year.

If an employee does not use her/his own automobile, the employer reimburses the employee for expenses incurred in accordance with the terms and conditions established locally.

Toll charges and parking fees arising from travel by an employee in performing her/his duties are reimbursed.

Parking expenses at the employee’s home base are reimbursed on the basis of the number of days that the employee is required to use her/his vehicle to perform her/his duties, on terms to be agreed upon locally.

27.04 Meals

During travel and in accordance with terms and conditions established locally, an employee is entitled to the following meal expenses:

Breakfast: $10.40

Lunch: $14.30

Supper: $21.55

27.05 Lodging

If an employee must stay in a hotel in the course of performing her/his duties, she/he is entitled to reimbursement of actual and reasonable expenses incurred, in addition to a daily allowance of $5.85.

When an employee stays with a relative or friend in the course of performing her/his duties, she/he is entitled to a reimbursement of $22.25.

27.06 If, during the life of this collective agreement, government regulations authorize higher rates than those provided in clauses 27.01, 27.03, 27.04 and 27.05 for employees covered by this collective agreement, the employer undertakes to proceed within thirty (30) days to adjust the rates provided in clauses 27.01, 27.03, 27.04 and 27.05.

ARTICLE 28

VESTED RIGHTS OR BENEFITS

28.01 Employees who are presently entitled to greater benefits or privileges than those provided in this agreement will continue to be entitled to them for the duration of this collective agreement, except for benefits or privileges that have been acquired by means of a local agreement reached since March 20, 1987.

Notwithstanding any clause of the collective agreement, a departure from the list of job titles, job descriptions and salary rates and scales in the health and social services sector cannot constitute a vested right or benefit and cannot be claimed as such by an employee.

28.02 No provision of previous collective agreements that is superior to the provisions of this collective agreement may be claimed as a vested right or benefit.

ARTICLE 29

CONTRACTING OUT

29.01 Any contract between the employer and a third party, including any public-private partnership contract, that directly or indirectly takes away all or part of the duties performed by employees covered by the certification commits the employer to the union and the employees as follows:

1- First, the union must be given an opportunity to examine the economic and non-economic basis for the institution's plan and, within a period of no more than sixty (60) days, the employer meets with the union to give it the opportunity to propose an alternative, a suggestion or a change that can meet the institution's objectives and respect the parameters of the plan.

The institution provides the union with the relevant information so it can analyze the plan thoroughly.

The prescribed sixty (60)-day period begins on the date the union receives the information mentioned above.

The provisions of this paragraph also apply when the contract is renewed.

2- The employer must advise the third party of the existence and content of the certification and the collective agreement.

3- The employer must not proceed with any layoffs, firings or dismissals arising directly or indirectly from such a contract.

4- Any change in the working conditions of an employee affected by such a contract must be made in accordance with the provisions of this agreement concerning layoffs.

5- The employer must send the union a copy of any such contract within thirty (30) days of its signature.

29.02 The employer agrees that the fact that a subcontractor's employees are exercising any right whatsoever under the Labour Code cannot be the main consideration or grounds for terminating a contract with a third party (CQLR, c. C-27).

29.03 In the case of work performed by the employees in housekeeping, dietary (kitchen and cafeteria) or nursing services, contracts with a third party to be awarded by the employer or renewed by him must provide that the rates of pay and benefits to be granted to the employees of a subcontractor working on the employer's premises must be comparable overall to the rates paid in the hospital sector for the same job titles.

The rates of pay and benefits of employees of a subcontractor whose pay rates and benefits are determined by collective agreement are presumed to be comparable overall.

Moreover, the employer will neither grant, renew nor terminate any contract for services (contract with a third party) in housekeeping, dietary (kitchen and cafeteria) or nursing services without having advised the union at least thirty (30) days in advance.

29.04 When the employer posts a position after terminating a contract with a third party in housekeeping, dietary or nursing services, the employees working for the subcontractor have hiring priority over outside applicants for the unfilled positions in the service where they were working.

Call for tenders

29.05 The employer will inform the union of any call for tenders initiated by the institution that will directly or indirectly take away all or part of the duties performed by employees covered by the certification. This information must be transmitted at least thirty (30) days before the publication of the call for tenders.

ARTICLE 30

HEALTH AND SAFETY

30.01 The employer takes all the necessary steps to eliminate all hazards to employees' health, safety and physical well-being at the source. The union and the employees co-operate in this effort.

The employer undertakes to maintain health and safety conditions in compliance with prevailing laws and regulations.

The employer and the union co-operate to prevent accidents, ensure safety and promote employees' health.

A local health and safety committee is formed to study problems that are specific to the institution.

The committee's methods of representation and functioning are established by local agreements.

30.02 The parties to the local committee may:

1- agree on methods of inspecting the workplace;

2- identify situations that may be a source of danger for employees;

3- gather useful information about accidents that have occurred;

4- recommend individual protective equipment and methods that both comply with regulations and are adapted to the needs of the institution's employees;

5- receive and examine employees' complaints concerning health and safety conditions;

6- recommend any measure that is deemed appropriate, particularly concerning the necessary measuring equipment, control of radiation, etc.

By local agreement, the parties may agree on any other function of the committee.

30.03 Any examination, immunization or treatment of an employee required by the employer must be related to the work to be performed or necessary to protect individuals, and take place during the employee's working hours without cost to her/him.

An employee who is a healthy germ-carrier who is on leave of absence at the recommendation of the staff health office or of the physician designated by the employer may be reassigned to a position for which she/he meets the normal requirements of the job (taking into account the sectors of work set out in clause 15.05, Job Security), with no loss of pay.

If such a reassignment is impossible due to a lack of available positions within the same sector of work, the employee shall not incur any loss of pay or any deduction from her/his bank of sick leave. However, the employer may submit such a case to the Commission des normes, de l'équité, de la santé et de la sécurité du travail without prejudice to the employee.

30.04 Any employee exposed to radiation through her/his work undergoes the following examinations and analyses during her/his working hours and without cost, unless the employee's attending physician forbids it:

a) a lung X-ray (350 mm x 430 mm format), once annually;

b) a blood analysis (full cytology) every three (3) months and in cases where the norms of the International Commission on Radiological Protection have been exceeded. In the latter case, the employee also undergoes a chromosome analysis.

The results of this analysis must be transmitted to the person in charge of the staff health service and the chief radiologist as well as to the employee concerned when any anomaly is detected.

Any blood or chromosomal anomaly detected in an employee is investigated without delay by a hematologist or a physician qualified in that field in order to discover the cause.

30.05 The amount of radiation received must be meticulously counted. The result of this counting of the quantity of radiation received is posted every month in the radiology service.

In order to obtain as accurate a record as possible of the quantity of radiation received, each employee agrees to wear a dosimeter.

30.06 In order to ensure the safety of beneficiaries and employees, the employer agrees to comply with the standards issued by Health Canada, Environmental and Workplace Health.

If the personal dosimeter reveals that excessive doses have been received by an employee due to a defect or faulty operation of radiology equipment, the institution must immediately implement corrective measures and supply the union with information to this effect upon request.

30.07 If the personal dosimeter reveals that excessive doses have been received by an employee, the employer must give the employee a leave of absence. This leave of absence in no way affects the employee's annual vacation or sick leave. During this leave of absence, the employee receives remuneration equivalent to the remuneration she/he would receive if she/he were at work.

30.08 The employer gives a copy of the medical report on her/his personal dosimeter to an employee who requests it.

30.09 An employee is entitled to time off work with no loss of pay when her/his case is heard before the appeal boards stipulated in the Act respecting industrial accidents and occupational diseases (CQLR, c. A-3.001) (including the medical evaluation bureau - BEM), for an occupational injury as defined in said Act that occurred at her/his employer's workplace.

30.10 When the employer contests a decision of a tribunal or body with jurisdiction constituted under the Act respecting industrial accidents and occupational diseases or the Act respecting occupational health and safety (CQLR, c. S-2.1), it notifies the union that it is doing so if the appeal is likely to affect an employee's rights.

30.11 When an employee considers that a beneficiary may constitute an immediate or potential hazard for people around her/him, she/he reports the situation to her/his immediate supervisor. In light of the facts set out in the employee's report, authorities immediately take the necessary steps.

30.12 When the provisions of the Act respecting occupational health and safety concerning the creation of one or more health and safety committees come into force, the parties will meet at the local level and agree on the creation of such committees.

Until such an agreement is reached, the committee stipulated in this article continues to carry out its terms of reference.

ARTICLE 31

DISCRIMINATION, HARASSMENT AND VIOLENCE

Discrimination

31.01 For the purposes of applying this collective agreement, neither management nor the union nor their respective representatives shall use threats, impose constraints or discriminate against any employee on account of her/his race, colour, national or ethnic origins, social condition, language, sex, pregnancy, sexual orientation, marital status, age, religious beliefs or lack thereof, political opinions, the fact that the person is handicapped or uses some means to offset her/his handicap, or that she/he exercises a right conferred upon her/him by this collective agreement or the law.

Discrimination exists when such a distinction, exclusion or preference denies, compromises or restricts a right recognized for her/him by this collective agreement or the law, on any of the grounds mentioned above.

Notwithstanding the above, a distinction, exclusion or preference based on the normal requirements for performing the duties of a position is considered non-discriminatory.

Psychological harassment

31.02 The employer and the union work together to foster a workplace free from psychological harassment. To this end, the parties may discuss any problem pertaining to psychological harassment, including any measure encouraging the prevention of such harassment.

31.03 “Psychological harassment” means any vexatious behaviour in the form of repeated and hostile or unwanted conduct, verbal comments, actions or gestures, which adversely affects an employee's dignity or psychological or physical well-being and results in a harmful work environment for the employee.

A single serious incidence of such behaviour that has a lasting harmful effect on an employee may also constitute psychological harassment.

31.04 Every employee has a right to a work environment free from psychological harassment.

The employer must take reasonable action to prevent psychological harassment and put a stop to it whenever he becomes aware of such behaviour.

31.05 Any complaint concerning psychological harassment must be filed within two (2) years of the last incidence of the offending behaviour.

31.06 If the grievance arbitrator considers that the employee has been the victim of psychological harassment and that the employer has failed to fulfil the obligations imposed on employers under clause 31.04, she/he may render any decision she/he believes fair and reasonable, taking into account all the circumstances of the matter, including:

1- ordering the employer to reinstate the employee;

2- ordering the employer to pay the employee an indemnity up to a maximum equivalent to wages lost;

3- ordering the employer to take reasonable steps to put a stop to the harassment;

4- ordering the employer to pay punitive and moral damages to the employee;

5- ordering the employer to pay the employee an indemnity for loss of employment;

6- ordering the employer to pay for the psychological support needed by the employee for a reasonable period of time determined by the arbitrator;

7- ordering the modification of the disciplinary record of the employee who has suffered the psychological harassment.

31.07 Paragraphs 2, 4 and 6 of clause 31.06 do not apply for a period during which the employee is suffering from an employment injury within the meaning of the Act respecting industrial accidents and occupational diseases (CQLR, c. A-3.001) that results from psychological harassment.

When the grievance arbitrator considers it probable that, pursuant to clause 31.06, the psychological harassment entailed an employment injury for the employee, she/he reserves her/his decision with regard to paragraphs 2, 4 and 6.

31.08 Any amendment to section 81.18, 81.19, 123.7, 123.15 or 123.16 of the Act respecting labour standards (CQLR, c. N-1.1) entails the same amendment to this collective agreement.

31.09 The employer and the union undertake not to publish or distribute sexist posters or pamphlets.

Violence

31.10 The employer and the union agree that employees should not be subjected to violence at work.

The employer and the union agree to co-operate to avert or stop any form of violence by appropriate means, including the development of a policy.

ARTICLE 32

LIABILITY INSURANCE

32.01 Except in cases of gross negligence, the employer, by means of a liability insurance policy, undertakes to protect employees who could incur civil liability by the mere fact of performing their duties.

If the employer does not take out a liability insurance policy, he then assumes responsibility for defending the employee, except in cases of gross negligence, and agrees not to file any claim against the employee in this respect.

32.02 When an employee is called upon to testify about events brought to her/his attention in the course of performing her/his duties and she/he foresees the need to invoke professional confidentiality, she/he may be accompanied by a lawyer who is chosen and paid for by the institution.

When an employee working with beneficiaries faces penal or criminal proceedings arising from the performance of her/his duties, reasonable expenses for legal assistance with her/his defence are reimbursed if the employee is acquitted.

ARTICLE 33

LABOUR RELATIONS COMMITTEES

I – PROVINCIAL COMMITTEE

33.01 For the purposes of resolving any problem pertaining to working conditions, including problems in the application or interpretation of the collective agreement, the bargaining parties agree to set up a provincial labour relations committee.

33.02 This committee is composed of three (3) representatives of the Comité patronal de négociation du secteur de la santé et services sociaux, one (1) of whom is a representative of the Ministère de la Santé et des Services sociaux, on the one hand, and three (3) representatives of the Canadian Union of Public Employees (CUPE-FTQ), on the other.

33.03 The parties meet within twenty (20) days of receiving notice from either party. This notice includes a brief outline of the problem or problems that the party wishes to submit to the committee, along with the name of its representatives.

33.04 The employees representing CUPE are given leave without loss of pay to attend committee meetings.

33.05 The parties have a maximum of ninety (90) days to identify a solution or solutions to the problems raised. This time limit can be extended by the parties.

33.06 Any agreement between the parties that modifies the collective agreement is filed with the Administrative Labour Tribunal.

33.07 This section does not allow for a revision of the collective agreement within the meaning of section 107 of the Labour Code (CQLR, c. C-27) and cannot give rise to a labour dispute.

II – LOCAL COMMITTEE

33.08 A local labour relations committee is formed within sixty (60) days of the effective date of the collective agreement.

33.09 This local committee is composed of no more than three (3) representatives of each of the parties, and its operating procedures are determined through local agreements.

33.10 This committee meets at the request of either of the parties. The party that wishes to hold a committee meeting on a topic other than workload gives at least ten (10) days' prior notice to the other party.

This notice must indicate the subjects that will be discussed.

33.11 Employees belonging to the union who sit on this committee are authorized to attend committee meetings without loss of pay.

33.12 The committee's terms of reference are the following:

a) discuss grievances before the notice of arbitration provided for in clause 11.01 with a view to examining them and finding a satisfactory solution;

b) examine local problems in interpreting and applying the collective agreement;

c) examine employees' complaints about their workload or any issue directly related to their workload;

d) take on the mandates stipulated in clauses 14.08 and 35.04.

e) meet once per year to discuss annual projections of the work to be subcontracted.

When the bargaining unit includes nursing and cardio-respiratory staff, the committee is also tasked with discussing any topic related to nursing care.

Procedure for complaints about workload

33.13 An employee who believes she/he has been wronged files a complaint in writing with the committee.

If a group of employees or the union as such believes that they have been wronged, the union may file a complaint in writing.

In each of these cases, the complainant provides the employer with a copy of her/his complaint.

33.14 When the employer decides to abolish a vacant position, he gives prior notice to the union.

If an employee believes that her/his workload will be excessive as a result of that position being abolished, she/he may file a complaint in writing with the employer within fifteen (15) days of the union receiving notice that the position is to be abolished.

If a group of employees or the union itself believes that it has been wronged, it may file a complaint in writing.

33.15 Each party in the committee may from time to time call on outside assistance, at its own expense, when deemed appropriate.

33.16 The party wishing to hold a committee meeting on a workload-related issue gives at least five (5) days' prior notice to the other party.

33.17 If the committee does not meet after this prior notice is given, the union has thirty (30) days from the date mentioned in the notice stipulated in the preceding clause to apply for arbitration of the dispute, in which case the summary procedure set out in clauses 11.17 through 11.23 applies.

33.18 If the committee reaches an agreement, its decision is enforceable.

If the committee does not reach an agreement, however, within thirty (30) days of the first meeting of the committee, the union may apply for arbitration of the dispute, in which case the procedure stipulated in clause 33.17 applies.

33.19 The time limits specified in this article may be modified with the parties' consent.

The local parties may agree in writing to extend the time period provided for the procedure in regard to a workload complaint.

ARTICLE 34

LEAVE WITH DEFERRED PAY PLAN

34.01 Definition

The purpose of the leave with deferred pay plan is to enable an employee to have her/his salary spread over a set period of time so as to have the benefit of leave. It is not designed to provide benefits when an employee retires, or to defer income tax payments.

This plan contains, on the one hand, a period during which an employee contributes, and on the other hand, a period of leave.

34.02 Duration of the plan

The duration of a leave with deferred pay plan may be two (2) years, three (3) years, four (4) years, or five (5) years unless it is extended as a result of the application of the provisions in paragraphs f), g), j, k) or l) of clause 34.06. However, the length of a plan, including any extensions, may in no case exceed seven (7) years.

34.03 Duration of the leave

The duration of the leave may be six (6) to twelve (12) consecutive months, as provided in paragraph a) of clause 34.06, and it may not under any circumstances be interrupted.

An employee may choose to use a plan that provides a three (3)-, four (4)- or five (5)-month leave when such a plan allows the employee to pursue full-time studies in a teaching institution within the meaning of the Income Tax Act (R.S.C. 1985, c. 1. (5^{th} suppl.)). The leave may be taken only during the last three (3), four (4) or five (5) months of the plan.

The leave begins, at the latest, at the end of a maximum of six (6) years after the date the plan began. If not, the relevant provisions of paragraph n) of clause 34.06 apply.

Except as otherwise provided in this article, an employee is not entitled to the benefits of the collective agreement in force in the institution during her/his leave, just as though she/he were not in the employment of the institution, subject to her/his right to claim benefits acquired previously, and to the provisions of articles 10 and 11.

During her/his leave, an employee may not receive any remuneration from the employer, or from another person or company whose relationship with the employer is not at arm's length, other than the amount corresponding to the percentage of her/his salary as provided in paragraph a) of clause 34.06 plus, if applicable, the amounts the employer is required to pay for benefits under clause 34.06.

34.04 Conditions of eligibility

An employee is entitled to a leave with deferred pay plan after a request to the employer, who may not refuse without a valid reason. The employee must meet the following conditions:

a) hold a position;

b) have completed two (2) years of service;

c) submit a written request specifying:

- the length of participation in the leave with deferred pay plan;
- the length of the leave;
- when the leave is to be taken.

These details must be agreed upon and recorded in the form of a written contract with the employer that also includes the provisions of this plan.

A copy of the employee's written request is transmitted to the union.

d) not be on disability leave or leave without pay at the time the contract comes into effect.

34.05 Return to work

At the end of her/his leave, the employee may resume her/his position with the employer. However, if the position the employee held at the time of her/his departure is no longer available, the employee must use the bumping and/or layoff procedure provided for in the collective agreement.

At the end of her/his leave, the employee must remain in the service of the employer for at least the same length of time as that of her/his leave.

34.06 Terms of application

a) Salary

During each of the years covered by the plan, the employee receives a percentage of the salary on the applicable salary scale that she/he would be receiving if she/he were not participating in the plan, including, where applicable, the supplement or responsibility premiums and additional remuneration provided for in article 4 of Appendix C, article 6 of Appendix E, article 6 of Appendix F and article 2 of Appendix H. The applicable percentage is determined according to the following table:

Duration of leave	Duration of the plan			
	2 YEARS %	3 YEARS %	4 YEARS %	5 YEARS %
3 months	87.50	91.67	N/A	N/A
4 months	83.33	88.89	91.67	N/A
5 months	79.17	86.11	89.58	91.67
6 months	75.00	83.33	87.50	90.00
7 months	70.80	80.53	85.40	88.32
8 months	N/A	77.76	83.33	86.60
9 months	N/A	75.00	81.25	85.00
10 months	N/A	72.20	79.15	83.33
11 months	N/A	N/A	77.07	81.66
12 months	N/A	N/A	75.00	80.00

The other premiums are paid to the employee in accordance with the provisions of the collective agreement, providing she/he is normally entitled to them, as though she/he were not participating in the plan. However, the employee is not entitled to these premiums during the period of leave.

b) Pension plan

For the purposes of applying pension plans, each year of participation in the leave with deferred pay plan, excluding the suspensions provided for in this article, is equal to one (1) year of service, and the average salary is set on the basis of the salary that the employee would have received if she/he had not participated in the leave with deferred pay plan.

For the duration of the plan, the employee's contributions to the pension plan are calculated on the basis of the percentage of the salary she/he receives in accordance with paragraph 34.06 a).

c) Seniority

An employee retains and accumulates seniority during her/his leave.

d) Annual vacation

An employee is deemed to be accumulating service for the purpose of annual vacation during her/his leave.

For the duration of the plan, annual vacation is paid as a percentage of the employee's salary as provided in paragraph a) of clause 34.06.

If the length of the leave is one (1) year, the employee is deemed to have taken the amount of paid annual vacation to which she/he is entitled. If the length of the leave is less than one (1) year, the employee is deemed to have taken the amount of paid annual vacation to which she/he is entitled, prorated to the length of the leave.

e) Sick leave

An employee is deemed to be accumulating days of sick leave during her/his leave.

For the duration of the plan, days of sick leave, whether they are used or not, are remunerated according to the percentage provided in paragraph a) of clause 34.06.

f) Salary insurance

In the event that a disability occurs during the leave with deferred pay plan, the following provisions apply:

1- If the disability occurs during the leave, it is presumed not to have occurred.

If the employee is still disabled at the end of the leave, she/he receives, for as long as she/he is eligible and after having exhausted the prescribed waiting period, salary insurance benefits calculated on the percentage of her/his salary as stipulated in paragraph a) of clause 34.06, in accordance with the provisions of clause 23.29. If the date on which the contract is terminated arrives while the employee is still disabled, full salary insurance benefits apply.

2- If the disability occurs before the leave has been taken, the employee may exercise one of the following options:

- She/he may continue to participate in the plan. In this case, for as long as she/he is eligible and after exhausting the waiting period, she/he receives salary insurance benefits calculated on the percentage of her/his salary as provided in paragraph a) of clause 34.06, in accordance with clause 23.29.

  In the event that the employee is disabled at the beginning of her/his leave, and the end of her/his leave coincides with the time the plan is scheduled to end, she/he may interrupt her/his participation until the end of her/his disability. During this period of interrupted leave, the employee receives full salary insurance benefits, as long as she/he is eligible under the provisions of clause 23.29, and starts her/his leave the day her/his disability ends.

- She/he may suspend her/his participation in the plan. In this case, after exhausting the waiting period, she/he receives full salary insurance benefits as long as she/he is eligible under the provisions of clause 23.29. When she/he returns, her/his participation in the plan is extended by a period equal to that of her/his disability.

If the employee is still disabled at the time the leave is scheduled to begin, she/he is entitled to postpone her/his leave until she/he is no longer disabled.

3- If her/his disability occurs after the leave, the employee receives, for as long as she/he is eligible and after exhausting the waiting period, salary insurance benefits calculated on the percentage of her/his salary as provided in paragraph a) of clause 34.06, in accordance with clause 23.29. If the employee is still disabled at the end of the plan, she/he receives full salary insurance benefits.

4- In the event that the employee remains disabled after the expiry of the time limit provided in paragraph 6 of clause 12.14, the contract is void and the following provisions apply:

- If the employee has already taken her/his leave, the salary which has been overpaid is not repayable and one (1) year of service for the purpose of

participation in the pension plan is credited for each year of participation in the leave with deferred pay plan.

- If the employee has not already taken her/his leave, the contributions deducted from her/his salary are reimbursed without interest and without being subject to contributions to the pension plan.

5- Notwithstanding the second (2nd) and third (3rd) sub-paragraphs of this clause, a part-time employee's contributions to the plan are suspended during a disability, and after exhausting the waiting period, the employee receives full salary insurance benefits as long as she/he is eligible under the provisions of clause 23.29. The employee may then exercise one of the following options:

- She/he may suspend her/his participation in the plan. Upon the employee's return, her/his participation is extended for a length of time equal to that of her/his disability.
- If she/he does not want to suspend her/his participation in the plan, the disability period is then considered a period of participation in the plan for the purposes of applying paragraph q).

For the purposes of applying paragraph f), an employee who is disabled by an employment injury is deemed to be receiving salary insurance benefits.

g) Leave of absence without pay

For the duration of the plan, an employee who is on leave of absence without pay has her/his participation in the leave with deferred pay plan suspended. Upon her/his return, said participation is extended for a length of time equal to that of her/his leave of absence. In the case of part-time leave without pay, an employee receives, for the time worked, the salary she/he would have received if she/he had not participated in the plan.

However, a leave of absence without pay of one (1) year or more, with the exception of that provided in clause 22.27, amounts to a withdrawal from the plan, and the provisions of paragraph n) apply.

h) Leave with pay

For the duration of the plan, leave with pay not provided for in this article will be remunerated according to the percentage of the salary provided in paragraph a) of clause 34.06.

Leave with pay that occurs during the period of leave with deferred pay is deemed to have been taken.

i) Floating days off in psychiatry

During the leave with deferred pay, an employee is deemed to be accumulating service for the purposes of floating days off in psychiatry.

For the duration of the plan, floating days off in psychiatry are remunerated according to the percentage of salary provided in paragraph a) of clause 34.06.

If the length of the leave is one (1) year, the employee is deemed to have taken the annual quantum of floating days off in psychiatry to which she/he is entitled. If the length of the leave is less than one (1) year, the employee is deemed to have taken the annual quantum of floating days off in psychiatry to which she/he is entitled, prorated to the length of the leave.

j) Maternity leave, paternity leave and leave for adoption

Participation in the leave with deferred pay plan is suspended if maternity leave occurs during the contribution period. Upon the employee's return to work, participation in the plan is extended by a maximum of twenty-one (21) weeks. During maternity leave, benefits are based on the salary that would be paid if the employee were not participating in the plan.

If the paternity leave or leave for adoption occurs during the contribution period, participation in the plan is extended by a maximum of five (5) weeks. During a paternity leave or leave for adoption, benefits are based on the salary that would be paid if the employee were not participating in the plan.

k) Protective leave

For the duration of the plan, an employee who avails herself of protective leave has her participation in the leave with deferred pay plan suspended. Upon her return to work, her participation is extended for a length of time equal to that of the protective leave.

l) Professional development

For the duration of the plan, an employee who benefits from leave for the purpose of professional development has her/his participation in the leave with deferred pay plan suspended. Upon her/his return, the employee's participation is extended for a length of time equal to that of her/his leave.

m) Layoff

In the case of an employee who is laid off, the contract ends on the date of the layoff and the provisions in paragraph n) apply.

However, an employee does not incur any loss of rights where her/his pension plan is concerned. Thus, one (1) year of service shall be credited for each year of participation in the leave with deferred pay plan, and the salary that has not been paid is reimbursed without interest and without being subject to contributions for the purposes of the pension plan.

An employee who is laid off and benefiting from the job security provided in clause 15.03 continues to participate in the leave with deferred pay plan for as long as she/he has not been reassigned to another institution by the national workforce planning service (SNMO). From that date on, the provisions of the two (2) preceding sub-paragraphs apply to this employee. However, an employee who has already taken her/his leave continues to participate in the leave with deferred pay plan with the employer to whom she/he is reassigned by the SNMO. An employee who has not yet taken her/his leave may continue to participate in the plan provided that her/his new

employer agrees to the terms stipulated in the contract, or, failing this, that the employee and her/his new employer agree on another date for taking the leave.

n) Breach of contract due to termination of employment, retirement, withdrawal, or expiry of the seven (7)-year time limit for the duration of the plan, or the six (6)-year time limit for the beginning of the leave

I) If the leave has been taken, the employee must reimburse, without interest, the salary she/he received during the leave in proportion to the period of time that remains in the plan in relation to the period of contribution.

II) If the leave has not been taken, the employee is reimbursed for an amount equal to the contributions deducted from her/his salary up to the date of breach of contract (without interest).

III) If the leave is under way, the amounts owed by either party are calculated as follows: the amount received by the employee during her/his leave minus the amounts deducted from the employee's salary in fulfilment of her/his contract. If the balance thus obtained is negative, the employer reimburses it (without interest) to the employee; if the balance obtained is positive, the employee reimburses it to the employer (without interest).

For the purpose of the pension plan, recognized rights are those that would have been recognized if the employee had never participated in the leave with deferred pay plan. Thus, if the leave has been taken, the contributions made during that leave are used to compensate for the missing contributions for years worked to restore the pension credits lost during this period; the employee may, however, redeem the lost period of service on the same conditions as those applying to leave without pay provided for in the retirement plan law in effect.

Furthermore, if the leave has not been taken, the contributions lacking to credit the totality of years worked are deducted from the reimbursement of contributions deducted from the salary.

o) Breach of contract due to an employee's death

In the event of an employee's death during the course of the plan, the contract ends on the date of death and the following provisions apply:

- If the employee has already taken her/his leave, the contributions deducted from her/his salary are not refundable, and one (1) year of service for the purposes of her/his participation in the pension plan is credited for each year of participation in the leave with deferred pay plan.
- If the employee has not already taken her/his leave, the contributions deducted from her/his salary are reimbursed without interest and without being subject to contributions for the purposes of the pension plan.

p) Dismissal

In the event that an employee is dismissed during the course of the plan, the contract is terminated on the date the dismissal takes effect. The provisions of paragraph n) apply.

q) Part-time employee

A part-time employee may participate in the leave with deferred pay plan. However, she/he may only take her/his leave during the last year of the plan.

Furthermore, the salary she/he receives during her/his leave is based on the average number of hours worked, excluding overtime, in the years of participation preceding the leave.

Benefits provided for in clause 7.13 of the collective agreement, clause 4.03 and article 9 of Appendix I, and clauses 2.03 of Appendix O and 2.03 of Appendix P are calculated and paid on the basis of the salary percentage provided in paragraph a) of clause 34.06.

r) Change of status

An employee whose status changes during her/his participation in the leave with deferred pay plan may exercise one (1) of the following two (2) options:

1- she/he may end her/his contract under the conditions provided in paragraph n);

2- she/he may to continue to participate in the plan and is then treated as a part-time employee.

However, a full-time employee who becomes a part-time employee after taking her/his leave is deemed to still be a full-time employee for the purposes of determining her/his contribution to the leave with deferred pay plan.

s) Group insurance plans

During leave, an employee continues to benefit from the basic life insurance plan and may maintain coverage under the insurance plans by paying all the necessary contributions and premiums to this effect herself or himself, in accordance with the clauses and stipulations of the insurance contract in force. However, subject to the provisions of clause 23.26, her/his participation in the basic health insurance plan is mandatory, and she/he must pay all the necessary contributions and premiums to that effect herself or himself.

While the plan is in effect, the insurable salary is that provided in paragraph a) of clause 34.06. However, an employee may maintain an insurable salary based on the salary that would be paid if she/he were not participating in the plan, by paying the extra part of the applicable premiums.

t) Voluntary transfers

An employee may apply for a posted position and obtain it in accordance with the provisions of the collective agreement, provided that the residual portion of her/his leave is such that she/he can begin work within thirty (30) days of being awarded the position.

ARTICLE 35

TECHNOLOGICAL CHANGE

Definition

35.01 A technological change is the introduction or addition of machinery, equipment or devices, or modifications to them, that has the effect of abolishing one or more positions or significantly modifying an employee's duties or the knowledge required for standard performance in the job.

Notice

35.02 If a technological change is implemented that has the effect of abolishing one or many positions, the employer gives at least four (4) months' written notice to the union and to the employee.

In the other cases provided for in clause 35.01, this notice must be given at least thirty (30) days in advance.

35.03 The notice transmitted to the union includes the following information:

a) the nature of the technological change;

b) the schedule of implementation;

c) identification of the positions or job titles to be affected by the change, and the foreseeable effects on the organization of work;

d) the main technical features of the new machines, equipment or devices, or the planned modifications, when available;

e) all other pertinent information relating to this change.

Meetings

35.04 In the case of technological changes that have the effect of abolishing one or more positions, the parties meet no later than thirty (30) days after the union receives the notice and subsequently at any other time they agree upon mutually to discuss plans for implementing the change, the foreseeable effects on the organization of work, and alternatives likely to reduce the impact on employees.

In the case of technological changes necessitating the updating of one or more employees' skills, the employer meets with the union, at the union's request, to inform the latter of the terms for this updating.

Retraining

35.05 An employee covered by clause 15.03 who is in fact laid off following the implementation of a technological change is eligible for retraining in accordance with the provisions of article 15.

ARTICLE 36

LOCAL JOINT INTER-UNION COMMITTEE ON THE ORGANIZATION OF WORK

The local parties will set up a joint inter-union committee on the organization of work.

COMMITTEE'S MANDATE

The committee's mandate is to:

- study work organization projects by accessing all the relevant information;
- express the concerns of committee members in relation to these projects;
- examine ways to mitigate the problems associated with these projects.

The local parties will agree on the projects that will be studied by the committee.

COMMITTEE COMPOSITION AND OPERATIONS

Only the unions representing employees affected by a project will attend a meeting held in regard to that project.

The composition, role and operations of the committee will be determined by local agreement.

ARTICLE 37

DURATION AND RETROACTIVITY OF THE PROVINCE-WIDE PROVISIONS OF THE COLLECTIVE AGREEMENT

37.01 Subject to clauses 37.04 and 37.05, the province-wide provisions of the collective agreement come into force on October 24, 2021 and remain in force until March 31, 2023.

37.02 Subject to clauses 37.04 and 37.05, the provisions of the previous collective agreement remain in force until the date of coming into force of this collective agreement.

37.03 The following provisions of the 2016-2020 collective agreement that expired on March 30, 2020, are extended until

- May 28, 2021: the letter of agreement regarding employees working with clientele in residential and long-term care centres, for employees with one or more job titles in the job title groups of beneficiary attendant, nurse, nurse clinician, nursing assistant, respiratory therapist or specialty nurse practitioner;
- October 23, 2021:
  1- Letter of agreement regarding employees working with clientele with serious behavioural disorders;
  2- Letter of agreement regarding employees working with clientele in residential and long-term care centres, for employees with one or more job titles in the job title group of health and social services technician;
  3- Letter of agreement regarding employees with the job title of psychologist;
  4- Premium paid to some skilled worker job titles.

37.04 The following provisions and the corresponding provisions in the Appendices come into force on April 1, 2020:

1- Overtime;[1]

2- Team leader and assistant team leader premiums;[2]

3- Salary rates and scales, including job security benefits, salary insurance benefits,[3] including benefits paid by the Commission des normes, de l'équité, de la santé et de la

1 However, the deletion of clause 19.02 of the 2016-2020 collective agreement stating that "any work performed by the employee on her/his weekly days off, provided it is agreed upon by or done with the knowledge of the employer or his representative, is deemed to be overtime and is paid at time-and-a-half" and the addition of clause 19.04 come into force on October 24, 2021.

2 However, the amendments to the provisions concerning eligible employees and the 17.13% increase in the premium for team leaders and assistant team leaders come into force on October 24, 2021.

3 However, the amendments to the provisions associated with accrual of experience and calculating the salary insurance benefits provided in clause 23.29 come into force on October 24, 2021, including for employees who are already on disability leave on that date.

sécurité du travail and/or the Société d'assurance automobile du Québec and sick leave days payable until December 15 of each year, benefits covered by parental rights, additional remuneration covered by article 4 of Appendix C, article 6 of Appendix E and article 2 of Appendix H and provisions relating to employees off the rate or off-scale;

4- Salary supplement for replacing an immediate superior covered by article 10.04 of Appendix E;

5- Rehabilitation instructor's supplement (skilled trades);

6- Evening-shift and night-shift premiums described in paragraphs A) and C) of clause 9:03;

7- Increase in the evening-shift and night-shift premiums covered in clause 9.04;

8- Premium for professional coordination;[1]

9- Premium for split shifts;

10- Premium for sorting soiled linen;

11- Premium for operating an incinerator;

12- Premium for taking an orientation course on dealing with psychiatric beneficiaries;

13- Premium in psychiatry described in clause 3.01 of Appendix I;

14- Premium for completing a course for operating room technicians;

15- Study incentive premium;

16- Premium for closed custody, intensive supervision and assessment of reports of abuse or neglect;[2]

17- Isolation and remoteness premium and retention premium;[3]

18- Supplement for the certificate in refrigeration equipment (A-B);

19- Supplement for the certificate in high-pressure welding;

20- Premium for taking the orientation courses on dealing with chronic care beneficiaries;

21- Weekend premium described in the first (1st) paragraph of clause 9.13;

22- Milieu premium for the Institut national de psychiatrie légale Philippe-Pinel;[4]

23- Stand-by allowance provided under article 19.07;

---

1 However, the elimination of the premium for professional coordination comes into force on October 24, 2021.

2 However, the elimination of the premium for closed custody, intensive supervision and assessment of reports of abuse or neglect comes into force on October 24, 2021.

3 However, the addition of Oujé-Bougoumou to Sector III, the transfer of Schefferville and Kawawachikamach to Sector IV and the transfer of Umiujaq to Sector V come into force on October 24, 2021.

4 However, the amendment to the level of the milieu premium applicable to the job titles of unit supervising clerk and pacification and security intervention officer (Institut Pinel) comes into force on October 24, 2021.

24- Critical care premium and increase in the critical care premium;[1]

25- Special critical care premium and the increase in special critical care premium;[2]

26- Rotating shift premium;

27- Orientation and clinical training premium

28- Premium applicable when there are no overlapping shifts provided under article 1 of Letter of Agreement No. 29;[3]

29- Salary increase for employees with the job title of legal secretary;

30- Lump sum provided in Letter of Agreement No. 48 regarding the lump sum amount paid to the job titles of nursing assistant and nursing assistant team leader;

31- Additional remuneration provided in paragraph B) of clause 7.28.

Part-time employees

For part-time employees, the amounts of retroactive pay arising from the application of clause 37.04 include pay adjustments for sick leave days, annual vacation and statutory holidays and leaves taken in lieu of floating days off, in accordance with the percentage rates prescribed in the collective agreement. The adjustment is computed on the portion of the retroactive amounts that are payable after the salary rates and scales are adjusted.

37.05 The following provisions come into force on:

1- April 1, 2019: additional remuneration set out in paragraph A) of clause 7.28;

2- May 29, 2021: the CHSLD premium and the increase in the CHSLD premium provided in clause 9.15;

3- The pay period following the forty-fifth (45th) day of the signature of the provisions of the collective agreement: the employer's contribution to the basic salary insurance plan described in clause 23.23;

37.06 Payment of salaries on the basis of the scales and payment of the premiums and supplements stipulated in the collective agreement begin no later than within forty-five (45) days of the signature of the provisions of the collective agreement.

---

1 However, the withdrawal of the requirement to have worked a continuous period of at least three (3) hours and the addition of the job titles of assistant head medical electro-physiology technician (2236), technical co-ordinator in medical electro-physiology (2276) and radiation oncology technician (2218) come into force on October 24, 2021.

2 However, the withdrawal of the requirement to have worked a continuous period of at least three (3) hours, the addition of obstetrical units (mother – child), the elimination of provisions concerning clinical perfusionists (additional 2%) and the addition of the job titles of assistant head medical electro-physiology technician (2236), technical co-ordinator in medical electro-physiology (2276) and radiation oncology technician (2218) come into force on October 24, 2021.

3 However, the amendments concerning employees in the job class of nursing and cardio-respiratory care personnel come into force on October 24, 2021.

37.07 Subject to the provisions of clause 37.08, the amounts of retroactive pay resulting from the application of clauses 37.04, except sub-paragraph 31, and sub-paragraphs 2 and 3 of clause 37.05, are payable no later than within ninety (90) days of the signature of the provisions of the collective agreement.

The amounts of retroactive pay are paid in a separate payment accompanied by a document explaining the detail of the calculations.

37.08 An employee whose employment ended between April 1, 2019 and the retroactive payment date must apply for payment of the salary owing within four (4) months of receiving the list stipulated in clause 37.09. If the employee has died, the application may be made by her/his heirs and successors.

37.09 Within three (3) months of the coming into force of the collective agreement, the employer will provide the union with a list of all the employees who have left their job since April 1, 2019, along with their last known address.

37.10 The letters of agreement and the appendices to the collective agreement are an integral part thereof.

37.11 The claims submitted under clauses 37.04 and 37.05 may be granted retroactively, respectively to the dates provided in these paragraphs.

37.12 This collective agreement is deemed to remain in force until a new collective agreement

En foi de quoi les parties nationales ont signé ce 21e jour du mois d'octobre 2021.

LE SYNDICAT CANADIEN DE LA FONCTION PUBLIQUE - FTQ

Karine Cabana

Michel Jolin

Brigitte Camirand

Isabelle Laperrière

Joey-Pierre Savoie Ouimet

Vincent Roy

Maxime Ste-Marie

LE COMITÉ PATRONAL DE NÉGOCIATION DU SECTEUR DE LA SANTÉ ET DES SERVICES SOCIAUX

Louis Bourcier

Jean-Guy Payette

LE MINISTÈRE DE LA SANTÉ ET DES SERVICES SOCIAUX

Dominique Savoie

Vincent Lehouillier

LE SECRÉTARIAT DU CONSEIL DU TRÉSOR

Édith Lapointe

Simon-Pierre Hamel

LE MINISTRE DE LA SANTÉ ET DES SERVICES SOCIAUX

Christian Dubé

LA PRÉSIDENTE DU CONSEIL DU TRÉSOR

Sonia Lebel

PART II

APPENDICES

APPENDIX A

SPECIAL PROVISIONS FOR SOCIAL WORK TECHNICIANS

ARTICLE 1 SCOPE

1.01 Insofar as they are not otherwise amended by this appendix, the provisions of this agreement apply to social work technicians who are employees as defined in clause 1.01 of this agreement.

ARTICLE 2 PLACEMENT ON THE SALARY SCALE

2.01 A social work technician receives the salary assigned to the step in her/his job title corresponding to her/his years of experience in the same or a comparable job title and, as the case may be, taking into account the relevant experience acquired in another job title.

2.02 Notwithstanding the previous clause, employees who are currently in the service of the employer and those hired in future are not to be credited with experience acquired in 1983 for the purposes of classification in their salary scale.

2.03 A social work technician retains, as a vested right, her/his years of experience already recognized by the employer. Thus, years of experience already credited to an employee may not be contested on any grounds whatsoever.

2.04 The provisions stipulated in Appendix H (Recognition of additional education) apply to employees covered by this appendix.

2.05 A social work technician in the service of the institution who successfully completes thirty (30) credits of a course leading to a university degree in social service advances two (2) additional steps on the scale for social work technicians, under the provisions stipulated in Appendix H.

Advancement through the salary scales

2.06 If the number of steps on the salary scale allows it, each time an employee completes one (1) year of service in her/his job title, she/he advances one step.

For the purposes of applying the previous paragraph, a part-time employee shall be deemed to complete one (1) year of experience when she/he accumulates the equivalent of:

- two hundred and twenty-five (225) days of work if she/he is entitled to twenty (20) days of annual vacation;
- two hundred and twenty-four (224) days of work if she/he is entitled to twenty-one (21) days of annual vacation;
- two hundred and twenty-three (223) days of work if she/he is entitled to twenty-two (22) days of annual vacation;
- two hundred and twenty-two (222) days of work if she/he is entitled to twenty-three (23) days of annual vacation;

- two hundred and twenty-one (221) days of work if she/he is entitled to twenty-four (24) days of annual vacation;
- two hundred and twenty (220) days of work if she/he is entitled to twenty-five (25) days of annual vacation.

However, the year or part of a year of experience acquired in 1983 is not credited when determining the employee's date for advancing a step.

ARTICLE 3 PROBATION PERIOD

Any new social work technician is subject to a probation period.

During her/his probation period, a social work technician is entitled to all the benefits of this agreement. However, in case of dismissal, she/he is not entitled to use the grievance procedure.

APPENDIX B

SPECIAL PROVISIONS FOR EMPLOYEES IN REHABILITATION CENTRES OFFERING WORK HABIT PREPARATION SERVICES

ARTICLE 1 SCOPE

Insofar as they are not otherwise amended by this appendix, the provisions of the collective agreement apply to employees working in rehabilitation centres offering work habit preparation services.

ARTICLE 2 GENERAL PROVISIONS

It is agreed that for the purposes of therapy, rehabilitation and reintegration, beneficiaries are involved in work activities as part of a diverse program with a view to preparing them for an adapted work centre or the regular labour market.

No employee may be laid off or bumped as a direct or indirect result of beneficiaries doing work that is normally done by employees.

ARTICLE 3 PARA-TECHNICAL POSITION

Instructor

Individual who implements activities or instructional programs in sectors such as skilled trades or other sectors provided in the collective agreement, except for handicrafts or occupational therapy or a similar occupation, for the purpose of fostering the development and rehabilitation of beneficiaries.

Provides observations requested concerning beneficiaries' attitudes and behaviour.

In addition to the weekly salary provided for their job title, instructors receive the following weekly supplement (instructor's premium):

Rate 2020-04-01 to 2021-03-31 ($)	**Rate 2021-04-01 to 2022-03-31 ($)**	**Rate as of 2022-04-01 ($)**
78.85	80.43	82.04

APPENDIX C

SPECIAL PROVISIONS FOR NURSING ASSISTANTS

ARTICLE 1 SCOPE

Insofar as they are not otherwise amended by this appendix, the provisions of this agreement apply to nursing assistants who practise their profession and are employees as defined in clause 1.01 of the collective agreement.

ARTICLE 2 EMPLOYEES COVERED

The provisions of this appendix also apply to baby nurses/child nurses.

ARTICLE 3 PROFESSIONAL DEVELOPMENT PREMIUM

An employee who successfully completes the six (6)-month course for operating room technicians receives a weekly premium, in addition to her/his salary, of:

Rate 2020-04-01 to 2021-03-31 ($)	Rate 2021-04-01 to 2022-03-31 ($)	Rate as of 2022-04-01 ($)
8.18	8.34	8.51

ARTICLE 4 POSTSCHOOL STUDIES

4.01 Any recognized program of university nursing studies worth fifteen (15) units (credits) or more but less than thirty (30) units (credits) is equal to one (1) year of service for the purposes of advancing through the steps on the salary scale or to additional remuneration of 1.5% of the salary at the last step of the salary scale, as the case may be.

This provision does not apply to the activities covered by article 13, “Budgets for the development of human resources and professional practice.”

4.02 Any recognized program of university nursing studies worth thirty (30) units (credits) is equal to two (2) years of service for the purposes of advancing through the steps on the salary scale or to additional remuneration of 3% of the salary assigned to the last step on the salary scale, as the case may be.

4.03 However, to be entitled to advancing through the steps as stipulated in articles 4.01 and 4.02, the nursing assistant must work in her/his specialty. To entitle an employee to the additional remuneration, the postschool studies must be required by the employer. If an employee uses more than one program of postschool studies in the specialty in which she/he works, she/he is credited for one (1) or two (2) years of service for the purposes of advancing through the steps for each program, as the case may be, up to a maximum of four (4) years of service for all

programs, or to additional remuneration of no more than 6% of the salary at the last step of the salary scale, as the case may be.

4.04 A nursing assistant who has advanced through steps for postschool studies receives the additional remuneration for the said training once she/he has completed one (1) year or more of experience at the last step of her/his salary scale, if the said postschool studies are required by the employer in accordance with the provisions of clause 4.05.

When a nursing assistant who holds a position for which postschool studies are required cannot benefit from all the years of service for the purposes of advancing through the steps to which her/his postschool studies would entitle her/him because her/his combined experience and postschool studies already put her/him at the last step on her/his salary scale, the nursing assistant receives additional remuneration equal to 1.5% of the maximum salary for her/his salary scale for each step from which she/he can no longer benefit until this additional remuneration corresponds to the total number of steps to which she/he is entitled for her/his postschool studies without, however, exceeding 6%.

A nursing assistant who is on the last step solely on the basis of her/his experience is entitled to the additional remuneration for her/his postschool studies when it is required by the employer in accordance with article 4.05.

4.05 Within six (6) months of the date this collective agreement comes into force, the employer shall decide on the list of programs of postschool studies that he deems are required by service or by job title and that entitle a nursing assistant to additional remuneration.

4.06 The programs of study recognized by the Ministère de l'Éducation et de l'Enseignement supérieur are recognized for the purposes of applying this article.

ARTICLE 5 VESTED RIGHTS

5.01 An employee who is entitled to a responsibility premium on May 14, 2006, continues to receive that premium providing that she/he continues to perform the duties for which she/he was granted the premium.

ARTICLE 6 SPECIAL PROVISIONS

Candidate for admission to the practice of the nursing assistant profession

6.01 This person is entitled to all the provisions of the collective agreement and the appendix insofar as they are not otherwise amended by this article.

6.02 Upon receipt of a permit to practise after a first or rewritten examination, the employer shall pay the candidate for admission to the practice of the nursing assistant profession the salary of a nursing assistant, retroactive to the date of her/his successful examinations, insofar she/he has worked after that date.

APPENDIX D

SPECIAL PROVISIONS FOR EDUCATORS

ARTICLE 1 SCOPE

Insofar as they are not otherwise amended by this appendix, the provisions of this collective agreement apply to educators who are employees as defined by clause 1.01 of the collective agreement.

ARTICLE 2 PROVISIONS RELATED TO REMUNERATION

The following provisions are added to article 7.

2.01 When an educator attains a higher class, she/he is ranked in her/his new class in accordance with her/his years of experience, and shall in no case incur a reduction in salary.

2.02 For the course leading to the certificate of college studies (special care counselling), educators in the employer's service are eligible for Class II if they successfully complete fifty per cent (50%) of this course.

ARTICLE 3 PROBATION PERIOD

Every new educator is subject to a probation period. During her/his probation period, an educator is entitled to all the benefits of the collective agreement. In case of dismissal, she/he is not entitled to use the grievance procedure.

ARTICLE 4 STUDY INCENTIVE PREMIUM

4.01 A full-time educator employed by the institution on the date this collective agreement comes into effect receives a study incentive premium of:

Rate 2020-04-01 to 2021-03-31 ($)	**Rate 2021-04-01 to 2022-03-31 ($)**	**Rate as of 2022-04-01 ($)**
560.00	571.00	583.00

The incentive is received after the successful completion of fifteen (15) credits of the program in institutional rehabilitation or in specialized education techniques (CEGEP courses).

4.02 However, an educator who advances to a higher salary class after completing fifteen (15) credits cannot benefit from this premium.

4.03 Equivalencies or exemptions granted by a CEGEP are not accepted for the purpose of this article.

4.04 This study incentive premium is paid only once for a given set of credits and may not be claimed by an educator who has obtained a bursary paid out of the budget for the development of human resources, or when such courses are taken during work hours with no loss of pay for the employee concerned.

ARTICLE 5 PROFESSIONAL DEVELOPMENT

The provisions stipulated in articles 2 and 3 of Appendix H (Recognition of additional education) apply to all employees holding the job title of "Educator."

An educator who successfully completes thirty (30) credits of the course leading to a university degree in psycho-education or in counselling for maladjusted children is credited for two (2) years of service for the purposes of advancing through the steps on the salary scale in accordance with the provisions of Appendix H.

For the purposes of applying clause 2.06 of Appendix H, any training related to the duties of an educator is deemed to be required.

ARTICLE 6 HEAD OF A LIVING UNIT AND/OR REHABILITATION UNIT

6.01 The job description and salary scale for this job title appear in the list of job titles, job descriptions and salary rates and scales in the health and social services sector.

6.02 Availability

To ensure that her/his living unit runs smoothly, the presence of the employee responsible for the living unit and/or rehabilitation unit is required, in addition to the set work schedule, for circumstances such as the following, except when an educator is absent and needs to be replaced:

1- when beneficiaries leave for vacation and come back from vacation;

2- to assist a replacement educator or new educator on her/his team;

3- when one or several beneficiaries cause major problems.

6.03 Remuneration

The salary scale for an employee who is the head of a living unit and/or rehabilitation unit takes into account overtime that must be worked to accomplish the tasks for which the employee is on stand-by duty in accordance with the provisions of clause 6.02 hereof. Consequently, the employee or union may not claim payment or time off work for the overtime worked to perform such tasks.

ARTICLE 7 RECREATION INTERVENTION TECHNICIAN

The provisions of this appendix apply to recreation intervention technicians, except for article 2, the 3rd paragraph of article 5, and article 6.

APPENDIX E

SPECIAL PROVISIONS FOR NURSES

ARTICLE 1 SCOPE

1.01 Insofar as they are not otherwise amended by this appendix, the provisions of this agreement apply to nurses practising their profession who are employees as defined in clause 1.01 of the collective agreement.

1.02 Furthermore, should the institution require that a position be filled by a nurse, the nurse is covered by this appendix.

ARTICLE 2 SPECIAL PROVISIONS

Candidate for admission to the practice of the nursing profession

2.01 This person is entitled to all the provisions of the collective agreement and the appendix insofar as they are not otherwise amended by this article.

2.02 Upon receipt of a permit to practise after a first or rewritten examination, the employer shall pay the candidate for admission to the practice of the nursing profession the salary of a nurse, retroactive to the date of her/his successful examinations, insofar she/he has worked after that date.

Nurse on a refresher course

2.03 This nurse cannot have sole charge of a nursing unit. She/he must work under a nurse's supervision.

2.04 The terms and conditions of the refresher period are given to the nurse and the union in writing at the time the nurse is hired.

ARTICLE 3 CLASSIFICATION IN THE SALARY SCALE

3.01 A nurse covered by this appendix is placed on the salary scale on the basis of her/his experience and, if applicable, her/his postschool studies, as established in accordance with articles 5 and 6.

3.02 At the time of hiring, the employer must require that the nurse produce written attestation of the experience and/or university training she/he has acquired. The nurse obtains said attestation from the employer where the experience was acquired and/or from the teaching institution that provided the postschool studies.

If the employer fails to require this attestation, he cannot hold a prescribed deadline against the nurse.

If it is impossible for the nurse to provide written proof of her/his experience, she/he may, after proving the impossibility of doing so, submit proof of her/his experience by swearing under

oath to all the relevant details, including the name of the employer, the dates of work and the kind of work done.

ARTICLE 4 SALARY SCALE ADVANCEMENT

This article replaces clause 7.21 (Advancement through salary scales) of the collective agreement.

If the number of steps on the salary scale allows it, each time an employee completes one (1) year of service in her/his job title, she/he advances to the next step after the one he/she had.

However, the length of time an employee stays on a step if she/he has a ranking of nineteen (19) or higher is six (6) months of service at steps one (1) to eight (8) and one (1) year of service at steps nine (9) to eighteen (18).

For the purposes of applying the previous paragraphs, a part-time employee has completed one (1) year of service when she/he has accumulated the same number of days of work as shown in the table below in relation to the number of vacation days to which she/he is entitled.

Number of working days of annual vacation	Number of days of work required
20	225
21	224
22	223
23	222
24	221
25	220

Days of union leave for part-time employees, except those set out in clauses 6.06 to 6.08 of the collective agreement, are considered work days for the purposes of advancement on the salary scale.

For the purposes of advancement on the salary scale, a part-time employee is credited, for the same job title, with the days she/he has worked in another institution in the sector since January 1, 1990. The employee may ask each of her/his employers, once per calendar year, for a written attestation of the days worked. The experience she/he has acquired will be recognized for the purposes of advancing on the salary scale, as of the date she/he receives said attestation.

An employee will not be credited with more than one (1) year of experience per period of twelve (12) calendar months.

However, a year or fraction of a year of service so acquired as well as days of work accumulated in 1983 will not be credited when setting the employee's date for advancement on the salary scale.

ARTICLE 5 PRIOR EXPERIENCE

The following clauses replace article 17 of the collective agreement (Years of prior experience).

5.01 One year of experience is equal to one (1) year of service for the purposes of advancement on the salary scale, in accordance with the rules applicable to salary scale advancement. This experience must be acquired in the following manner:

5.02 For salary purposes only, a nurse has the right to be classified on the basis of the length of her/his prior experience, providing, however, that she/he did not leave the health and social services sector or other employment as a nurse more than ten (10) years ago.

5.03 If a nurse left the health and social services sector or other employment as a nurse more than five (5) but less than ten (10) years ago, she/he is classified in accordance with the provisions of clause 5.02 at the end of her/his probation period. However, she/he cannot be classified higher than the second-last step on the salary scale.

If a nurse left the health and social services sector or other employment as a nurse more than ten (10) years ago, the employer takes into account the nurse's valid experience for reclassification purposes once the probation period is completed.

5.04 In calculating the experience of a nurse working on a part-time basis, each day of work is equal to 1/225th of a year of experience if she/he is entitled to twenty (20) days of annual vacation, to 1/224th of a year of experience if she/he is entitled to twenty-one (21) days of annual vacation, to 1/223rd of a year of experience if she/he is entitled to twenty-two (22) days of annual vacation, to 1/222nd of a year of experience if she/he is entitled to twenty-three (23) days of annual vacation, to 1/221st of a year of experience if she/he is entitled to twenty-four (24) days of annual vacation, and to 1/220th of a year of experience if she/he is entitled to twenty-five (25) days of annual vacation.

5.05 Notwithstanding paragraphs 5.01, 5.02, 5.03 and 5.04, nurses presently in the service of the employer and those hired in future cannot be credited with experience acquired in 1983 for purposes of classification on the salary scale.

5.06 When a nurse leaves the job, the employer gives her/him an attestation of experience acquired in his service.

5.07 A nursing assistant or a baby nurse or child nurse who becomes a nurse receives in her/his new job title the salary on the scale for this job title that is immediately higher than the salary she/he received in the job title she/he left.

She/he is then deemed to have the number of years of experience as a nurse corresponding to her/his place on the salary scale for nurses.

ARTICLE 6 POSTSCHOOL STUDIES

6.01 Each recognized program of postschool studies in nursing equivalent to fifteen (15) or more units (credits) but less than thirty (30) units (credits) is equal to one (1) year of service for the purposes of advancement on the salary scale, or, as the case may be, additional remuneration of 1.5% of the salary provided for on the last step of the salary scale.

This provision shall not apply to the activities covered by article 13, "Budgets for the development of human resources and professional practice."

6.02 Each recognized program of postschool studies in nursing equivalent to thirty (30) units (credits) is equal to two (2) years of service for the purposes of advancement on the salary scale or, as the case may be, additional remuneration of 3% of the salary provided for on the last step of the salary scale.

6.03 However, in order to be entitled to the additional step on the salary scale mentioned in clauses 6.01 and 6.02, a nurse must be working in her/his specialty. To be entitled to the additional remuneration, the postschool studies must be required by the employer. If the nurse uses more than one university program in her/his specialized field of work, she/he is credited one (1) or two (2) years of service for the purposes of advancing through the steps for each program, as the case may be, or, where applicable, to additional remuneration of a maximum of 6% of the salary provided for on the last step of the salary scale.

6.04 When the professional development committee provided for in earlier collective agreements has approved a program of study, nurses who have taken such a program of study retain the privileges related thereto for the purposes of advancement on the salary scale in accordance with clauses 6.01 and 6.02. The employer will continue to recognize existing postschool studies.

6.05 However, a nurse who holds a certificate from a nursing college or a bachelor's or master's degree in nursing is credited the number of years of service for the purposes of advancing through the steps mentioned below, regardless of the position she/he may hold:

- a certificate from a college of nursing: two (2) years of service;
- one successfully completed year of university toward a degree in nursing: two (2) years of service;
- a bachelor's degree in nursing: four (4) years of service;
- a master's degree in nursing: six (6) years of service.

6.06 A nurse holding one or more diplomas for postschool studies mentioned in clause 6.05 may only benefit from the diploma granting her/him the highest years of service.

6.07 A nurse who has a certificate from a college of nursing, a bachelor's degree in nursing or a master's degree in nursing and who works in a service or department in which the employer demands or requires one or more university programs of study for her/his job title is deemed to have this training for the purposes of additional remuneration provided for in clauses 6.01 and 6.02. However, this additional remuneration may not exceed the percentage normally awarded to other nurses for the training required or deemed required.

6.08 A nurse who has qualified for additional steps on the salary scale because of postschool studies receives the additional remuneration for the said postschool studies when she/he has completed one (1) or more years of experience at the last step of her/his salary scale and the said postschool studies are required by the employer in accordance with the provisions of clause 6.09.

When a nurse who holds a position for which postschool studies are required cannot benefit from all the years of service for the purposes of advancement to which she/he is entitled for her/his postschool studies because her/his combined experience and postschool studies have already put her/him at the last step of her/his salary scale, this nurse receives additional remuneration of 1.5% of the maximum for her/his salary scale for each step from which she/he can no longer benefit, until the additional remuneration corresponds to the total number of steps to which she/he is entitled for her/his postschool studies without, however, exceeding 6%.

A nurse on the last step solely on the basis of her/his experience is entitled to the additional remuneration for her/his postschool studies when it is required by the employer in accordance with clause 6.09.

6.09 Within six (6) months of the date this collective agreement comes into force, the employer shall decide on the list of programs of postschool studies that he deems are required by service or department and by job title and that entitle a nurse to additional remuneration.

6.10 The list of university programs and their relative value recognized on June 19, 1996 and the programs of study recognized by the Ministère de l'Éducation et de l'Enseignement Supérieur are recognized for the purposes of applying this article.

ARTICLE 7 SALARY PLACEMENT ON THE DATE THE COLLECTIVE AGREEMENT COMES INTO FORCE

Nurses are placed on the new scale on the basis of their experience and postschool studies.

ARTICLE 8 SENIORITY

The following clauses are added to article 12 of the collective agreement.

8.01 Leave without pay for studies does not constitute an interruption of service for seniority purposes. Upon her/his return to work, the nurse regains the rights she/he had before she/he left the position.

8.02 However, in the case of a nurse who has at least four (4) years of service in the health and social services sector at the time of her/his departure, such an absence of at least one (1) year is, for the purposes of calculating seniority and experience, deemed to be one (1) year of service, provided that the nurse remains in the service of a Québec institution as defined by the Act respecting health services and social services (CQLR, c.S-4.2 and amendments) for a period equal to the duration of her/his absence for studies.

8.03 A nurse who fulfilled the conditions described in the preceding clause prior to the date this agreement comes into force qualifies for the same benefit.

ARTICLE 9 CLINICAL ORIENTATION AND TRAINING PREMIUM

An employee holding the job title of nurse (2471 or 2473) or outpost/northern clinic nurse (2491) who takes on the responsibility of providing clinical orientation and initiation for employees and student interns receives an hourly premium equal to five per cent (5%) of the employee's basic salary and, if applicable, the supplement or responsibility premium and additional remuneration stipulated under article 6 of this Appendix, if she/he assumes these responsibilities.

Notwithstanding the foregoing, an employee who holds one of the job titles named in the first (1st) paragraph and who takes on the responsibility of providing clinical orientation and initiation for employees and student interns during more than one-half of her/his shift receives the hourly premium for her/his full shift.

ARTICLE 10 REASSIGNMENT TO DIFFERENT DUTIES

This article shall replace clauses 7.08 and 7.09 of the collective agreement.

10.01 When a nurse is reassigned to different duties during the same work week, she/he receives the salary for the highest-paid duties, provided that she/he performs those duties for half the normal work week.

This clause does not apply to employees on the recall list.

10.02 A nurse who is reassigned to different duties during the week but who cannot invoke the provisions of the preceding clause receives the salary for the highest-paid duties for the time spent on those duties, provided that she/he performs those duties for a continuous half-day of work.

10.03 The two preceding clauses do not apply when an assistant head nurse or assistant to the immediate superior replaces her/his immediate superior (manager) during the latter's absences.

10.04 When there is no assistant head nurse or assistant to the immediate superior on duty in a service or department, the nurse who temporarily replaces her/his immediate superior (manager) for a continuous period of at least seven-and-one quarter (7 1/4) hours of work is entitled to a salary supplement for that period of:

Rate 2020-04-01 to 2021-03-31 ($)	**Rate 2021-04-01 to 2022-03-31 ($)**	**Rate as of 2022-04-01 ($)**
14.44	14.73	15.02

APPENDIX F

SPECIAL PROVISIONS FOR PROFESSIONALS

ARTICLE 1 SCOPE

Insofar as they are not otherwise amended by this appendix, the provisions of the collective agreement apply to professionals who are employees as defined in clause 1.01 of the collective agreement and who are included in the professional job titles provided for in the collective agreement.

ARTICLE 2 PROVISIONS RELATED TO REMUNERATION

Classification of employees in job titles

2.01 Employees in the institution's service on the date this collective agreement comes into force and those hired after that date are classified on that date or the date of their hiring, if later, on the basis of their duties and qualifications in one of the professional job titles stipulated in the list of job titles in accordance with the required responsibilities, qualities and qualifications set out in the job descriptions.

2.02 An employee in the institution's service on the date the collective agreement comes into force who was classified in one of the professional job titles appearing in the 2000-2003 collective agreement is deemed to have the minimum qualifications required for that job title.

2.03 Within forty-five (45) days of the date the collective agreement comes into force, the employer shall specify each employee's job title.

Salary scale placement of employees hired after the date the collective agreement comes into force

(The following clause replaces clause 7.18 of the collective agreement.)

2.04 An employee hired after the date the collective agreement comes into force is placed on the step corresponding to her/his years of professional experience, taking into account the provisions of clauses 2.09 through 2.15, if applicable, in accordance with the rules on advancing a step.

An employee without professional experience is placed on the first (1st) step, subject to the provisions of clauses 2.09 through 2.15 inclusively.

Recognition of years of professional experience

2.05 One (1) year of valid professional work is equal to one (1) year of professional experience.

For the purposes of applying this clause, part-time employees complete one (1) year of professional experience when they accumulate the equivalent of:

- two hundred and twenty-five (225) days of professional work, if entitled to twenty (20) days of annual vacation;

- two hundred and twenty-four (224) days of professional work, if entitled to twenty-one (21) days of annual vacation;
- two hundred and twenty-three (223) days of professional work, if entitled to twenty-two (22) days of annual vacation;
- two hundred and twenty-two (222) days of professional work, if entitled to twenty-three (23) days of annual vacation;
- two hundred and twenty-one (221) days of professional work, if entitled to twenty-four (24) days of annual vacation;
- two hundred and twenty (220) days of professional work, if entitled to twenty-five (25) days of annual vacation.

2.06 Any fraction of a year recognized under the preceding clause is factored in when determining the date on which the employee advances a step.

2.07 Subject to clauses 2.09 through 2.15 of this article, an employee may not accumulate more than one (1) year of work experience per twelve (12)-month period.

2.08 Notwithstanding clauses 2.05 and 2.06, employees currently in the service of the employer and those hired in future cannot be credited with professional experience acquired in 1983 for the purposes of placement on their salary scale.

Recognition of professional development studies after obtaining an undergraduate university degree

2.09 This section refers to academic training that is relevant to the profession practised by the employee, in addition to an undergraduate university degree.

2.10 One (1) year of successfully completed studies (or its equivalent, thirty (30) credits) in the same discipline as the one mentioned in an employee's job description or in a related discipline is equivalent to one (1) year of professional experience.

2.11 However, a master's degree equivalent to forty-five (45) credits or more but less than sixty (60) credits that is successfully completed in the same discipline as the one mentioned in the employee's job description or in a related discipline is equivalent to one-and-a-half ($1^{1/2}$) years of professional experience.

2.12 Only the number of years normally required to complete the studies may be taken into account.

2.13 A maximum of three (3) years of education may be credited for the purposes of experience.

2.14 "Undergraduate university degree" means that an employee has completed the course requirements necessary to obtain an undergraduate degree in accordance with the system in effect when the course requirements were completed.

2.15 On the employee's date for advancing a step, she/he is entitled, if applicable, to advance one additional step in accordance with clauses 2.09 through 2.14 inclusive.

When applying clause 2.11, however, in the case of annual advancement, an employee who is entitled to recognition of half (½) a year's experience due to the fact that she/he has successfully completed a master's degree by her/his regular advancement date advances a step at the end of a period of six (6) months following her/his regular step advancement date. This paragraph has the effect of modifying the employee's regular step advancement date.

Advancing a step

2.16 An employee normally remains on a step for six (6) months of professional experience for steps 1 through 8, and one (1) year of professional experience for steps 9 through 17.

2.17 Advancement of one step is granted upon satisfactory job performance.

2.18 Accelerated advancement of one step is granted in accordance with clauses 2.09 through 2.15 inclusive.

2.19 Accelerated advancement of one (1) step is granted to an employee on her/his date of advancement if her/his job performance is deemed exceptional by the employer.

2.20 However, no year or fraction of a year of experience earned in 1983 is credited in determining the date on which the employee advances one step.

2.21 Critical care premium and increase in the critical care premium

(The following paragraph replaces the first (1st) paragraph of clause 9.08 of the collective agreement).

An employee covered in the following paragraph receives the critical care premium or the increase in critical care premium for hours worked in critical care as defined in the second (2nd) paragraph of clause 9.08.

This premium is applicable to employees who hold one of the following job titles:

- audiologist (1254)
- audiologist-speech therapist (1204)
- dietitian-nutritionist (1219)
- human relations agent (1553)
- occupational therapist (1230)
- physiotherapist (1233)
- psychologist (1546)
- social worker (1550)
- speech therapist (1255)

2.22 Special critical care premium and increase in special critical care premium

(The following paragraph replaces the first (1st) paragraph of clause 9.09 of the collective agreement).

An employee covered in the following paragraph receives the special critical care premium or the increase in special critical care premium for hours worked in the services set out in the second (2nd) paragraph of clause 9.09, except for obstetrical units (mother-child).

This premium is applicable to employees who hold one of the following job titles:

- audiologist (1254)
- audiologist-speech therapist (1204)
- dietitian-nutritionist (1219)
- human relations agent (1553)
- occupational therapist (1230)
- physiotherapist (1233)
- psychologist (1546)
- social worker (1550)
- speech therapist (1255)

ARTICLE 3 OVERTIME

The following clauses replace clauses 19.01, 19.02 and 19.08 of the collective agreement.

3.01 All work done in addition to the regular work day or work week is deemed to be overtime.

Any overtime must be worked with the knowledge of the immediate supervisor or her/his replacement. However, in the event of unforeseen circumstances or if the employee cannot reach her/his immediate supervisor or due to the requirements of the work being performed, an employee is remunerated at the overtime rate providing that she/he justifies the overtime work to her/his immediate supervisor or the supervisor's replacement within two (2) working days.

3.02 An employee who does overtime work is remunerated for the number of hours worked, as follows:

1- time off in lieu of the overtime worked, within the following fifteen (15) days;

2- if the employer is unable to grant the time off in lieu of overtime, the overtime is paid at the straight-time rate.

Notwithstanding the foregoing, the remuneration method for overtime prescribed under clause 19.02 applies to nurse clinicians (Institut Pinel) (1907), nurse clinicians (1911) as well as nurse clinician assistant head nurses and nurse clinicians assistant to the immediate superior (1912) who work in departments that provide care twenty-four (24) hours per day, seven (7) days per week.

The same rules apply to part-time employees.

ARTICLE 4 PRIOR EXPERIENCE

This article replaces article 17 (Years of prior experience) of the collective agreement.

4.01 Employees currently in the employer's service and those hired in future are classified, for salary purposes only, on the basis of the duration of prior work in the same job title or, as the case may be, taking into account valid experience acquired in a comparable job title or another job title, provided that they have not ceased to practise their profession for a period of more than five (5) consecutive years.

Any fraction of a year recognized under the preceding paragraph is factored in when determining the date on which an employee advances one step.

4.02 At the time of hiring, the employer must require that the employee provide an attestation of her/his experience from the employer where this experience was acquired. If the requirement is not given, the employer may not hold a prescribed deadline against the employee. If it is impossible for the employee to provide written proof or an attestation of prior experience, after proving the impossibility of doing so, she/he may make a sworn declaration that then has the same validity as a written attestation.

4.03 If an employee stopped practising her/his profession more than five (5) and less than ten (10) years ago, she/he is then subject to a probation period. At the time of hiring, she/he is entitled to the second (2nd) salary step for her/his class. At the end of the said probation period, the employee is entitled to have her/his years of prior experience recognized, for salary purposes only.

4.04 If an employee stopped practising her/his profession more than ten (10) years ago, she/he is subject to a probation period. At the time of hiring, she/he is entitled to the minimum salary for her/his class. At the end of the said probation period, the employee is entitled to have three-quarters (3/4) of her/his years of prior experience recognized, for salary purposes only.

4.05 Notwithstanding clauses 4.01, 4.02, 4.03 and 4.04, employees who are currently in the service of the employer and those hired in future cannot be credited with experience acquired in 1983 for purposes of classification in their salary scale.

ARTICLE 5 EVALUATION

5.01 Any evaluation of an employee's professional activities must be brought to the employee's attention.

5.02 Any request for information about an employee's professional activities, whether or not she/he is working, is answered by the director of personnel and the department head.

ARTICLE 6 SPECIAL PROVISIONS FOR EMPLOYEES WHOSE NURSING JOB TITLE REQUIRES A UNIVERSITY DEGREE

Insofar as they are not otherwise amended by this appendix, the provisions of the collective agreement apply to employees in the following job titles:

1907 Nurse clinician (Institut Pinel)

1911 Nurse clinician

1912 Nurse clinician, assistant head nurse and nurse clinician, assistant to the immediate superior

1913 Care counsellor nurse

1914 Specialty nurse practitioner candidate

1915 Specialty nurse practitioner

1916 Nurse surgical first assistant

1917 Clinical nurse specialist

6.01 The following provisions of Appendix E apply to these employees.

- Article 8: Seniority
- Article 10: Reassignment to different duties

Clauses 2.01 to 2.04 of this appendix are replaced by the following clauses:

6.02 Salary scale placement of employees hired after the date the collective agreement comes into force

An employee hired after the date the collective agreement comes into force is placed on the step corresponding to her/his years of experience in accordance with article 4 of this appendix, taking into account the provisions of clauses 2.09 through 2.15, if applicable, in accordance with the rules on step advancement.

An employee without experience in one of the job titles covered by this article is placed on the first (1st) step, subject to the provisions of clauses 2.09 through 2.15 inclusive.

6.03 Salary scale placement of employees promoted after the date the collective agreement comes into force

An employee promoted to a position whose job title is stipulated in this article receives the basic salary for this job title that is immediately higher than the one she/he would be paid in the job title she/he is leaving, taking into account, where appropriate, additional remuneration for postschool studies.

An assistant head nurse or assistant to the immediate superior who obtains a position of nurse clinician continues to be paid what she/he was receiving before the promotion (salary plus supplement and, where applicable, additional remuneration for postschool studies), until she/he arrives at a step on her/his new salary scale that provides a salary equal to or greater than the remuneration she/he received before her/his promotion.

6.04 If, in the twelve (12) months following each of the salary-scale increases for nurses, an employee in one of the job titles covered by this article is paid less than what she/he would have received in her/his former job title (taking into account, if applicable, additional remuneration for postschool studies), she/he is paid what she/he would have received in her/his former job title, starting on the date on which her/his salary falls behind and until she/he advances a step on her/his salary scale. However, if that step advancement on her/his salary scale results in a lower salary than what she/he would have received in her/his former job title, she/he continues to receive the salary for the former job title until her/his next step advancement.

6.05 Reclassification of employees

When a position requiring a bachelor's degree in nursing or a bachelor's degree involving at least two (2) certificates recognized under clause 6.10 of Appendix E has been awarded since January 1, 1983, the employee who was awarded the position is reclassified as a nurse clinician if she/he met that requirement.

The rules for placing such a reclassified employee are those provided in clause 6.03.

6.06 Placement of some nurses in the nurse clinician job title

A community health nurse,[1] an assistant head nurse or a nurse assistant to the immediate superior who obtains a master's degree in nursing, a bachelor's degree in nursing or a bachelor's degree involving at least two (2) recognized certificates in nursing after the date the collective agreement comes into force is classified as a nurse clinician or, if applicable, a nurse clinician assistant head nurse or a nurse clinician assistant to the immediate superior, as of the date she/he obtains her/his degree.

The rules for placing such a reclassified employee shall be those provided in clause 6.03.

6.07 Qualifications for a nurse clinician position

An employee working for an institution in the health and social services sector on May 14, 2006 who had a bachelor of science degree involving at least two (2) certificates eligible in accordance with the provisions of the 2000-2003 collective agreement qualifies to apply for a position as nurse clinician. The same holds true for an employee who was studying for a third (3rd) certificate as part of such a bachelor's degree on May 14, 2006. If an employee who was continuing her/his studies on May 14, 2006 completed or was in the process of completing a second (2nd) certificate as part of a bachelor of science degree, the third (3rd) certificate must be a nursing certificate recognized under article 7, unless she/he already had two (2) recognized nursing certificates.

The employee is responsible for providing copies of diplomas or degrees obtained in order to qualify to apply for such a job in the health and social services sector.

6.08 Qualification for a care counsellor nurse position

An employee working for an institution in the health and social services sector on May 14, 2006 who had three (3) nursing certificates recognized under article 7 qualifies to apply for a position as a care counsellor nurse.

An employee who was in the process of completing a third (3rd) nursing certificate recognized under article 7 on May 14, 2006 also qualifies to apply for a position as a care counsellor nurse. A certificate in administration or management is not, however, a certificate in nursing.

The employee is responsible for providing copies of diplomas or degrees obtained in order to qualify to apply for such a job in the health and social services sector.

Recognition of professional development studies after obtaining an undergraduate university degree indicated in the list of job titles, job descriptions and salary rates and scales in the health and social services sector (list of job titles)

[1] Applies only to nurses working within the framework of a CLSC mission.

6.09 This section refers to academic training that is relevant to the profession practised by the employee, in addition to the undergraduate university degree indicated in the list of job titles.

6.10 "Undergraduate university degree" means that an employee has completed the course requirements necessary to obtain an undergraduate degree in accordance with the system in effect when the course requirements were completed.

6.11 One (1) year of successfully completed studies (or its equivalent, thirty (30) credits) in the same discipline as the one mentioned in the employee's job description or in a related discipline is equivalent to one (1) year of professional experience.

6.12 However, a master's degree equivalent to forty-five (45) credits or more but less than sixty (60) credits that is successfully completed in the same discipline as the one mentioned in the employee's job description or in a related discipline is equivalent to one-and-a-half (1½) years of professional experience.

6.13 Only the number of years normally required to complete the studies may be taken into account.

6.14 A maximum of three (3) years of education may be credited for the purposes of experience.

6.15 On the employee's date for advancing a step, she/he is entitled, if applicable, to advance one additional step in accordance with clauses 6.09 through 6.14 inclusive.

When applying clause 6.12, however, in the case of annual advancement, an employee who is entitled to recognition of half (½) a year's experience due to the fact that she/he has successfully completed a master's degree by her/his regular advancement date advances a step at the end of a period of six (6) months following her/his regular step advancement date. This paragraph has the effect of modifying the employee's regular step advancement date.

6.16 An employee who holds a master's degree in the same discipline as the one mentioned in the employee's job description or in a related discipline when a bachelor's degree is required receives additional remuneration equal to 1.5% of the salary at the last step of the salary scale when she/he completes one (1) year of experience or more on the last step of the salary scale.

An employee who holds both a master's degree and a doctoral degree in the same discipline as the one mentioned in the employee's job description or in a related discipline when a bachelor's degree is required receives additional remuneration equal to 1.5% of the salary at the last step of the salary scale for each year of experience completed on the last step of the salary scale, up to a maximum of 3%.

An employee who holds a doctoral degree in the same discipline as the one mentioned in the employee's job description or in a related discipline when a master's degree is required receives additional remuneration equal to 1.5% of the salary at the last step of the salary scale when she/he completes one (1) year of experience or more on the last step of the salary scale, up to a maximum of 3%.

ARTICLE 7 RECOGNIZED CERTIFICATES IN NURSING

For the purposes of applying the collective agreement, recognized certificates in nursing are those stipulated below.

This list is composed of undergraduate certificates. The names of the certificates may vary from one university to another, depending on when they are or were offered.

- Nursing: integration and prospects
- Nursing
- Nursing: clinical environment
- Palliative care
- Critical care
- Perioperative nursing
- Nursing: public health
- Community health
- Mental health
- Gerontology
- Social gerontology
- Occupational health and safety
- Addiction
- Youth work: theory and practice
- Early childhood and family: early intervention
- Psychology
- Psycho-social practices
- Family living education
- Adult education
- Human relations and family living
- Health care administration
- Organizational management
- Administration

APPENDIX G

SPECIAL PROVISIONS FOR TECHNICIANS

ARTICLE 1 SCOPE

Unless otherwise amended by this appendix, the provisions of the collective agreement apply to graduate technicians who are employees as defined in clause 1.01 of the collective agreement and who hold one of the job titles stipulated in article 2 of this appendix.

ARTICLE 2 JOB TITLES

The job titles covered by this appendix are the following:

2236 - Assistant head medical electro-physiology technician

2234 - Assistant head medical technologist
- Assistant head graduate medical laboratory technician

2219 - Assistant head radiology technologist

2248 - Assistant head respiratory therapist

2232 - Clinical instructor (laboratory)

2214 - Clinical instructor (radiology)

2247 - Clinical instructor (respiratory therapy)

2271 - Cytologist

2241 - Electro-encephalography (EEG) technician

2224 - Graduate medical laboratory technician

2278 - Hemodynamics technologist

2286 - Medical electro-physiology technician

2251 - Medical records archivist

2282 - Medical records archivist (team leader)

2223 - Medical technologist

2208 - Nuclear medicine technologist

2207 - Radio-oncology technologist

2244 - Respiratory therapist

2212 - Specialized radiology technologist

2276 - Technical co-ordinator in medical electro-physiology

2227 - Technical co-ordinator (laboratory)

2213 - Technical co-ordinator (radiology)

2246 - Technical co-ordinator (respiratory therapy)

2291 - Transfusion safety technical officer

2205 - Radio-diagnosis technologist

ARTICLE 3 PLACEMENT ON THE DATE THIS COLLECTIVE AGREEMENT COMES INTO FORCE

Within forty-five (45) days of the date that the collective agreement comes into force, a technician in the service of the employer on the date the collective agreement comes into force is placed on the salary scale in accordance with the terms set out in article 5 of this appendix.

ARTICLE 4 REASSIGNMENT TO A HIGHER POSITION

A technician who is required by the institution to work temporarily in a higher position receives the salary stipulated for this position during the time that she/he occupies it, if she/he occupies it for at least one regular shift.

ARTICLE 5 CLASSIFICATION ON THE SCALE

A technician covered by this appendix is placed on the salary scale on the basis of her/his prior experience and, where applicable, postschool studies, as established in accordance with article 6.

ARTICLE 6 SALARY SCALE ADVANCEMENT

This article replaces clause 7.21 (Classification and reclassification) of the collective agreement.

If the number of steps on the salary scale allows it, each time an employee completes one (1) year of service in her/his job title, she/he advances to the next step after the one he/she had.

However, the length of time an employee stays at a step if she/he has a ranking of nineteen (19) or higher is six (6) months of service in steps one (1) to eight (8) and one (1) year of service in steps nine (9) to eighteen (18).

For the purposes of applying the previous paragraphs, a part-time employee has completed one (1) year of service when she/he has accumulated the same number of days of work as shown in the table below in relation to the number of vacation days to which she/he is entitled.

Number of working days of annual vacation	Number of days of work required
20	225
21	224
22	223
23	222
24	221
25	220

Days of union leave for part-time employees, except those set out in clauses 6.06 to 6.08 of the collective agreement, are considered work days for the purposes of advancement on the salary scale.

For the purposes of advancing on the salary scale, a part-time employee is credited, for the same job title, with the days she/he has worked in another institution in the sector since January 1, 1990. The employee may ask each of her/his employers, once per calendar year, for a written attestation of the days worked. The experience she/he has acquired will be recognized for the purposes of advancing on the salary scale, as of the date she/he receives said attestation.

An employee will not be credited with more than one (1) year of experience per period of twelve (12) calendar months.

However, a year or fraction of a year of service so acquired as well as days of work accumulated in 1983 will not be credited when setting the employee's date for advancement on the salary scale.

ARTICLE 7 PRIOR EXPERIENCE AND POSTSCHOOL STUDIES

The following clauses replace article 17 (Years of prior experience) of the collective agreement.

7.01 One (1) year of experience equals one (1) year of service for the purposes of advancing through the steps on the salary scale, in accordance with the rules applicable to step advancement. This experience must be acquired in the following manner:

7.02 For salary purposes only, technicians are entitled to be classified according to the length of their previous employment, provided, however, that they did not leave the health and social services sector or other work as a technician more than ten (10) years ago.

7.03 If a technician left the health and social services sector or other work as a technician more than five (5) years but less than ten (10) years ago, she/he is classified in accordance with the provisions of clause 7.02, at the end of her/his probation period. She/he may not, however, be classified higher than the second-last step on the salary scale.

7.04 If she/he left the health and social services sector or other work as a technician more than ten (10) years ago, the employer takes into account the technician's valid experience to reclassify her/him once the probation period is completed.

7.05 Notwithstanding clauses 7.01, 7.02, 7.03 and 7.04, employees currently in the service of the employer and those hired in the future cannot be credited with experience acquired in 1983 for purposes of classification in the salary scale.

7.06 The experience of a technician who works part-time is calculated as follows:

Each day of work is equal to 1/225th of a year of experience if she/he is entitled to twenty (20) days of annual vacation, to 1/224th of a year of experience if she/he is entitled to twenty-one (21) days of annual vacation, to 1/223rd of a year of experience if she/he is entitled to twenty-two (22) days of annual vacation, to 1/222nd of a year of experience if she/he is entitled to twenty-three (23) days of annual vacation, to 1/221st of a year of experience if she/he is entitled to twenty-four (24) days of annual vacation and to 1/220th of a year of experience if she/he is entitled to twenty-five (25) days of annual vacation.

7.07 The employer must require that the technician produce a written attestation of her/his acquired experience, to be obtained from the employer at the institution where the experience was acquired.

If the requirement is not given, the employer may not hold a prescribed deadline against the employee.

7.08 If it is impossible for the technician to submit written proof of her/his experience, she/he may, after demonstrating that it is impossible, provide proof of her/his experience by declaring under oath all the relevant details, including the name of her/his employer, the dates of employment and the type of work.

7.09 When a technician leaves the institution, the employer gives her/him an attestation of the experience acquired in his service.

Postschool studies (laboratory)

The provisions set out in Appendix H (Recognition of additional education) apply to employees covered by this appendix.

7.10 A technician holding an Advanced Registered Technologies (ART) certificate in one of the disciplines of clinical chemistry, haematology, histopathology, microbiology, cytology, blood bank, virology, immunology, electron microscopy or cytogenetics, is credited two (2) years of experience for the purposes of step advancement on her/his salary scale. The postschool studies must be related to the specialty in which the employee works.

7.11 A technician who uses more than one ART certificate is credited two (2) years of experience for the purposes of step advancement for each certificate, up to a maximum of four (4) years of experience for all her/his certificates. The postschool studies must be related to the specialty in which the employee works.

7.12 A technician holding a bachelor's degree in medical biology (medical technology option), biochemistry, chemistry or microbiology is credited four (4) years of service for the purposes of step advancement on her/his salary scale.

7.13 A technician holding a certificate (CSMLS) in medical technology is credited four (4) years of service for the purposes of step advancement on her/his salary scale.

7.14 An employee who successfully completes thirty (30) units or credits of a university program of studies at the college or university level in medical biology or radiology is credited two (2) years of service for the purposes of step advancement on her/his salary scale. The postschool studies must be related to the specialty in which the employee works.

7.15 Subject to clause 7.11 of this appendix and clause 2.03 of Appendix H, postschool studies may not be cumulative for the purposes of advancing on the salary scale.

A technician may only benefit from the diploma that gives her/him the most steps.

7.16 This step advancement replaces any weekly salary supplement or premium previously paid for these purposes.

ARTICLE 8 SPECIAL PROVISIONS FOR CLASS "B" TECHNICIANS WHO BECOME TECHNICIANS

A Class "B" technician who becomes a graduate technician receives the salary provided in the salary scale of her/his new job title that is immediately higher than the salary she/he received in the job title that she/he is leaving.

She/he is then deemed to have, as a graduate technician, the number of years of experience corresponding to her/his position on the salary scale for technicians.

ARTICLE 9 CLINICAL ORIENTATION AND INITIATION PREMIUM

An employee holding the job title of respiratory therapist (2244) who takes on the responsibility of providing clinical orientation and initiation for employees and student interns receives an hourly premium equal to 2% of the employee's basic salary and, if applicable, the additional remuneration stipulated under article 2 of Appendix H, if she/he assumes these responsibilities.

Notwithstanding the foregoing, an employee who holds employment under one of the job titles named in the first (1st) paragraph and who takes on the responsibility of providing clinical orientation and initiation for employees and student interns during more than half of her/his shift receives the hourly premium for her/his full shift.

ARTICLE 10 CRITICAL CARE PREMIUM AND INCREASE IN CRITICAL CARE PREMIUM

(The following article replaces the first (1st) paragraph of clause 9.08 of the collective agreement).

An employee covered in the following paragraph receives the critical care premium or the increase in critical care premium for hours worked in the critical care services set out in the second (2nd) paragraph of clause 9.08.

This premium is applicable to employees who hold one of the following job titles:

- assistant head medical electro-physiology technologist (2236);
- assistant head radiology technologist (2219);
- graduate medical laboratory technician (2224);
- hemodynamics technologist (2278);

- medical electro-physiology technologist (2286);
- medical technologist (2223);
- medical imaging technologist in nuclear medicine (2208);
- radiation oncology technician (2218);
- radio-diagnosis technologist (2205);
- social work technician (2586);
- specialized radiology technologist (2212);
- technical co-ordinator (laboratory) (2227);
- technical co-ordinator in medical electro-physiology (2276);
- technical co-ordinator (radiology) (2213).

ARTICLE 11 SPECIAL CRITICAL CARE PREMIUM AND INCREASE IN SPECIAL CRITICAL CARE PREMIUM

(The following article replaces the first (1st) paragraph of clause 9.09 of the collective agreement).

An employee covered in the following paragraph receives the special critical care premium or the increase in special critical care premium for hours worked in the services set out in the second (2nd) paragraph of clause 9.09, except obstetrical units (mother-child).

This premium is applicable to employees who hold one of the following job titles:

- assistant head medical electro-physiology technologist (2236);
- assistant head radiology technologist (2219);
- graduate medical laboratory technician (2224);
- hemodynamics technologist (2278);
- medical electro-physiology technologist (2286);
- medical technologist (2223);
- medical imaging technologist in nuclear medicine (2208);
- radiation oncology technician (2218);
- radio-diagnosis technologist (2205);
- social work technician (2586);
- specialized radiology technologist (2212);
- technical co-ordinator (laboratory) (2227);
- technical co-ordinator in medical electro-physiology (2276);
- technical co-ordinator (radiology) (2213).

APPENDIX H

RECOGNITION OF ADDITIONAL EDUCATION

ARTICLE 1 SCOPE

The provisions of this appendix shall apply to employees whose job titles require a CEGEP diploma and who are classified in the technicians' group (2000 codes) under the collective agreement, with the exception of employees covered by Appendix E.

ARTICLE 2 POSTSCHOOL STUDIES

2.01 Any successfully completed recognized program of postschool studies that is equivalent to fifteen (15) units (credits) or more but less than thirty (30) units (credits) equals one (1) year of service for the purposes of step advancement on the salary scale or to additional remuneration of 1.5% of the salary at the top step on the salary scale, as the case may be.

This provision shall not apply to the activities covered by article 13, "Budgets for the development of human resources and professional practice."

2.02 Any successfully completed recognized program of postschool studies that is equivalent to thirty (30) units (credits) equals two (2) years of service for the purposes of advancing through the steps on salary scale or to additional remuneration of 3% of the salary at the top step on the salary scale, as the case may be.

2.03 For the purposes of applying clauses 2.01 and 2.02, an employee who uses more than one program of postschool studies in her/his specialty is credited one (1) or two (2) years of service for the purposes of step advancement per program, as applicable, up to a maximum of four (4) years of service for the programs as a whole, or to additional remuneration of 6% of the salary at the top step on the salary scale, as the case may be.

2.04 If the employee holds a recognized bachelor's degree, she/he is credited four (4) years of service for the purposes of step advancement on her/his salary scale or to additional remuneration of 6% of the salary at the top step on the salary scale, as the case may be.

An employee enrolled in a program of studies leading to a bachelor's degree is credited two (2) years of service for the purposes of step advancement on her/his salary scale, or to additional remuneration of 3% of the salary at the top step on the salary scale, as the case may be, once she/he has successfully completed the first thirty (30) units (credits). She/he could be credited two (2) years of service for the purposes of step advancement or to additional remuneration of 3% of the salary at the top step on the salary scale, as the case may be, upon obtaining the bachelor's degree.

2.05 When an employee holds a recognized master's degree, she/he is credited six (6) years of service for the purposes of step advancement on her/his salary scale or to additional remuneration of no more than 6% of the salary at the top step on the salary scale, as the case may be.

2.06 To entitle an employee to step advancements as stipulated in the preceding clauses, the postschool studies must be related to the specialty in which the employee works. To entitle an employee to the additional remuneration, the postschool studies must be required by the employer. If an employee uses more than one program of postschool studies in the specialty in which she/he works, she/he is credited one (1) or two (2) years of service for the purposes of step advancement for each program, as applicable, or to additional remuneration of no more than 6% of the salary at the top step on the salary scale, as the case may be.

2.07 Subject to clause 2.03, postschool studies stipulated in this agreement that is acquired in addition to the basic course is not cumulative for the purposes of advancing on the salary scale. An employee may only benefit from the diploma granting her/him the highest years of service for the purposes of step advancement.

2.08 An employee who has benefited from step advancement for postschool studies receives the additional remuneration for the said postschool studies once she/he has completed one (1) year or more of experience at the top step on her/his salary scale, if the said postschool studies are required by the employer in accordance with the provisions of clause 2.09.

When an employee who holds a position for which postschool studies are required cannot benefit from all the years of service for the purposes of step advancement to which her/his postschool studies would entitle her/him because her/his combined experience and postschool studies already put her/him at the top step on her/his salary scale, the employee receives additional remuneration equal to 1.5% of the maximum salary for her/his salary scale for each step from which she/he can no longer benefit until this additional remuneration corresponds to the total number of steps to which she/he is entitled for her/his postschool studies without, however, exceeding 6%.

An employee who is at the top step solely on the basis of her/his experience is entitled to the additional remuneration for her/his university training when it is required by the employer in accordance with clause 2.09.

2.09 For the purposes of applying this article, within six (6) months of the date this collective agreement comes into force, the employer shall decide on the list of programs of postschool studies deemed required, per service or department and job title, to entitle an employee to additional remuneration.

ARTICLE 3 RECOGNIZED POSTSCHOOL STUDIES

The list of university programs of study and their relative value recognized on June 19, 1996, as well as the programs of study recognized by the Ministère de l'Éducation et de l'Enseignement supérieur, are recognized for the purposes of applying this appendix.

APPENDIX I

SPECIAL PROVISIONS FOR EMPLOYEES OF PSYCHIATRIC HOSPITALS AND OTHER RELEVANT ACTIVITY CENTRES

SECTION 1 PSYCHIATRIC HOSPITALS

ARTICLE 1 PREVENTIVE MEASURES

1.01 When an employee feels that a beneficiary may present an immediate or potential danger to those around her/him, she/he reports such a fact to her/his immediate supervisor. A written copy of the report is placed in the employee's file.

1.02 The authorities immediately take the measures that are necessary in light of the facts related in the employee's report.

ARTICLE 2 ORIENTATION COURSE ON DEALING WITH PSYCHIATRIC BENEFICIARIES

2.01 An employee who has taken orientation courses on dealing with psychiatric beneficiaries or equivalent courses receives a certificate attesting to her/his success if she/he passes the examination, and a weekly premium of:

Rate 2020-04-01 to 2021-03-31 ($)	**Rate 2021-04-01 to 2022-03-31 ($)**	**Rate as of 2022-04-01 ($)**
12.26	12.51	12.76

If she/he does not pass, she/he receives a weekly premium of:

Rate 2020-04-01 to 2021-03-31 ($)	**Rate 2021-04-01 to 2022-03-31 ($)**	**Rate as of 2022-04-01 ($)**
9.49	9.68	9.87

2.02 To be entitled to the premium, an employee who has attended fifty per cent (50%) of a course for nurses, nursing assistants, beneficiary attendants ("A" certificate), child nurses or baby nurses from a recognized school but who has not completed it may take the examination without being obliged to attend the course. If she/he fails the examination, she/he may, however, register for the course.

Certified or graduate employees in the job titles mentioned in the previous subparagraph are not entitled to the premium. However, employees who already receive it will continue to receive it for the duration of this agreement.

2.03 The employer recognizes the courses given by other psychiatric institutions.

2.04 The course lasts for a minimum of sixty (60) hours and a maximum of seventy (70) hours.

2.05 The course is divided as follows:

- fifty per cent (50%) general nursing care, and
- fifty per cent (50%) psychiatric nursing care.

2.06 Attendance at eighty per cent (80%) of the classes is required in order to take the examination. The examination is oral or written, at the employee's choice. It includes a practical test in all cases.

2.07 The written or oral examination is scored on the basis of five hundred (500) points, broken down as follows:

- 200 points for general nursing care;
- 200 points for psychiatric nursing care;
- 100 points for course attendance.

2.08 Sixty per cent (60%) of the possible points is required in order to pass the examination.

2.09 An employee who fails the examination is only entitled to repeat the examination once, at a subsequent session, in accordance with the procedure outlined above. In no case may an employee take the course a second time.

ARTICLE 3 PREMIUM IN PSYCHIATRY

3.01 Employees who provide rehabilitation, care or supervision of beneficiaries, excluding those who work in a psychiatric emergency department and are entitled to the critical care premium or the increase in the critical care premium prescribed under clause 9.08, are entitled to a weekly premium of:

Rate 2020-04-01 to 2021-03-31 ($)	**Rate 2021-04-01 to 2022-03-31 ($)**	**Rate as of 2022-04-01 ($)**
20.44	20.85	21.27

This premium is distinct from the premium provided in article 2 of the appendix.

ARTICLE 4 FLOATING DAYS OFF

4.01 On July 1 of each year, a full-time employee working in an institution listed in article 6, or in the psychiatric department or wing of institutions listed in article 5, is entitled to one half-day off per month worked, up to a maximum of five (5) days per year.

For employees who began to work in psychiatry after July 1, 1980, half of these floating days off are credited on January 1 and half on July 1.

For calculation purposes, a covered employee who began to work between the first (1st) and the fifteenth (15th) of the month inclusive is deemed to have worked one (1) month.

4.02 An employee who leaves her/his assignment in a psychiatric setting is paid for all days off thus acquired but not taken, in accordance with the remuneration she/he would receive if she/he were to take the days off at that time.

4.03 A part-time employee is not entitled to these floating days off and instead receives monetary compensation for them equal to 2.2%, applicable on:

- salary, supplements, premiums[1] and the additional remuneration provided for in article 4 of Appendix C, article 6 of Appendix E, article 6 of Appendix F or article 2 of Appendix H, paid with each pay;
- the salary that she/he would have received if she/he had not been absent on unpaid sick leave when she/he was scheduled to work in her/his position or on an assignment, paid with each pay;
- the basic salary used to establish maternity, paternity, adoption and protective leave benefits, paid with each pay. However, the amount calculated during protective leave is not paid with each pay and is instead accumulated and paid along with vacation pay.

ARTICLE 5 DEFINITION OF A PSYCHIATRIC DEPARTMENT OR WING

5.01 The provisions in articles 1, 3 and 4 of this section apply to structured psychiatric wings or departments within a hospital mission.

For the purpose of applying this article, a structured psychiatric wing or department is defined as follows: a specially arranged area with personnel assigned to the care and supervision of psychiatric beneficiaries as well as the implementation of structured rehabilitation programs prepared for beneficiaries by the professional staff of the wing or department.

The institutions covered by this article are the following:

BAS-SAINT-LAURENT (01)

- Centre intégré de santé et de services sociaux du Bas-Saint-Laurent:
  - Centre hospitalier régional du Grand-Portage
  - Hôpital régional de Rimouski

[1] Weekend, evening-shift and night-shift premiums, increases in the evening-shift and night-shift premiums and rotating shift premiums are not taken into account.

CAPITALE-NATIONALE (03)

- CHU de Québec - Université Laval:
  - Hôpital de l'Enfant-Jésus
  - Hôpital du Saint-Sacrement
  - Centre de pédopsychiatrie-Résidence du Sacré-Cœur
  - Pavillon du Centre hospitalier de l'Université Laval

ESTRIE (05)

- Centre intégré universitaire de santé et de services sociaux de l'Estrie – CHUS:
  - Hôpital de Granby
  - Hôtel-Dieu de Sherbrooke

MONTRÉAL (06)

- Centre intégré universitaire de santé et de services sociaux du Centre-Sud-de-l'Île-de-Montréal:
  - Hôpital Notre-Dame
  - Pavillon Alfred-Desrochers
  - Pavillon Côte-des-Neiges
- Centre intégré universitaire de santé et de services sociaux de l'Est-de-l'Île-de-Montréal:
  - Pavillon Rosemont
- Centre intégré universitaire de santé et de services sociaux de l'Ouest-de-l'Île-de-Montréal:
  - St. Mary's Hospital Center
  - Lakeshore General Hospital
  - Ste. Anne's Hospital
  - Centre hospitalier de soins de longue durée en santé mentale de Lachine

ABITIBI-TÉMISCAMINGUE (08)

- Centre intégré de santé et de services sociaux de l'Abitibi-Témiscamingue:
  - Centre de soins de courte durée La Sarre
  - Hôpital d'Amos
  - Hôpital de Rouyn-Noranda

MONTÉRÉGIE (16)

- Centre intégré de santé et de services sociaux de la Montérégie-Ouest:
  - Centre hospitalier Anna Laberge
  - Hôpital du Suroît

5.02 If, during the life of this agreement, a hospital sets up a psychiatric department or wing, the parties, acting through the Comité patronal de négociation du secteur de la santé et des services sociaux (CPNSSS) and the Canadian Union of Public Employees (CUPE), as well as representatives of the institution concerned, will meet in order to determine whether this department or wing is to be considered a structured department or wing as defined in the first (1st) paragraph of clause 5.01.

ARTICLE 6 DEFINITION OF A PSYCHIATRIC EMERGENCY DEPARTMENT

The provisions of this section also apply to employees who work in a structured psychiatric emergency department in the following hospitals:

CHU de Québec-Université Laval:

- Hôpital de l'Enfant-Jésus
- Hôpital du Saint-Sacrement Pavillon
- Centre hospitalier de l'Université Laval

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

- Hôpital Notre-Dame

Centre intégré universitaire de santé et de services sociaux de l'Est-de-l'Île-de-Montréal:

- Pavillon Rosemont

Centre intégré universitaire de santé et de services sociaux de l'Estrie – CHUS:

- Hôtel-Dieu de Sherbrooke

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

- St. Mary's Hospital Center

For the purpose of applying this section, a structured psychiatric emergency department is defined as a specially arranged emergency department with staff assigned to the care and supervision of psychiatric patients.

If, during the life of this agreement, a hospital sets up or closes a psychiatric emergency department, the CPNSSS and CUPE, as well as representatives of the hospital concerned, will meet in order to determine whether this emergency department or wing is to be considered a structured psychiatric emergency department as defined above, or is no longer considered as such, as the case may be.

If, during the life of this agreement, a recognized psychiatric hospital ceases to be recognized as such by the Ministère de la Santé et des Services sociaux yet continues to have a psychiatric emergency department, the CPNSSS and CUPE, as well as representatives of the hospital concerned, will meet in order to determine whether this emergency department or wing is to be considered a structured psychiatric emergency department as defined above.

ARTICLE 7

The provisions of this section apply to employees of Hôpital psychiatrique de Malartic of the Centre intégré de santé et de services sociaux de l'Abitibi-Témiscamingue, the Institut national de

psychiatrie légale Philippe-Pinel, Institut universitaire en santé mentale Douglas of the Centre intégré universitaire de santé et de services sociaux de l'Ouest-de-l'Île-de-Montréal and the Institut universitaire en santé mentale de Montréal of the Centre intégré universitaire de santé et de services sociaux de l'Est-de-l'Île-de-Montréal.

ARTICLE 8

With the exception of the Institut universitaire de gériatrie de Montréal, the benefits stipulated in this section only apply to employees working in the hospital mission.

SECTION II OTHER COVERED ACTIVITY CENTRES

ARTICLE 9

Employees who provide rehabilitation, care or supervision of beneficiaries and who work in the activity centres or sub-centres listed below, excluding those who work in a psychiatric emergency department and are entitled to the critical care premium or the increase in the critical care premium prescribed under clause 9.08 of the collective agreement and those targeted by the psychiatry premium stipulated in clause 3.01 and the floating days off described in clause 4.01 or monetary compensation under clause 4.03 of this Appendix, receive the psychiatry premium described in clause 3.01 of this Appendix and monetary compensation of 2.2% applicable to:

- the salary, supplements, premiums[1] and the additional remuneration stipulated in article 4 of Appendix C, article 6 of Appendix E, article 6 of Appendix F and article 2 of Appendix H, paid with each pay cheque;
- the salary the employee would have received had it not been for an unpaid absence due to illness on a day she/he was scheduled to work in her/his own position or on another assignment, paid with each pay cheque;
- the basic salary on which maternity, paternity and adoption benefits and benefits for protective leave are based. However, the amount calculated while on protective leave is not paid with each pay cheque but is accumulated and paid at the same time as vacation pay.

The relevant activity centres or sub-centres are the following:

- 5940 Support in the community for people suffering from a serious mental illness
- 5941 Intensive follow-up in the community
- 5942 Variably intensive follow-up in the community
- 6280 Mental health day hospital
- 6281 Child psychiatry day hospital
- 6282 Adult mental health day hospital
- 6330 Secondary and tertiary mental health evaluation and treatment services

[1] Weekend, evening-shift and night-shift premiums and increases in the evening-shift and night-shift premiums and rotating shift premiums are not taken into account.

- 6331 Secondary and tertiary mental health evaluation and treatment services – Youth
- 6332 Secondary and tertiary mental health evaluation and treatment services – Adults
- 7043 Residental resources – continuous residential assistance (mental health)

APPENDIX J

SPECIAL PROVISIONS FOR INTEGRATION CARRIED OUT IN ACCORDANCE WITH SECTIONS 130 TO 136 OF THE ACT RESPECTING OCCUPATIONAL HEALTH AND SAFETY (CQLR, c. S.-2.1)

ARTICLE 1 SCOPE

The provisions of this agreement apply to an employee who is integrated, unless otherwise amended by this appendix.

A) Voluntary transfers

Newly created positions are not posted and are filled by the employees to be integrated. By virtue of the integration, their appointment may not be challenged.

B) Seniority

The years of service acquired with the original employer are transferred as years of seniority in the institution.

C) Professional experience

An employee's experience deemed relevant by the institution is recognized.

D) Salary

Employees do not suffer any reduction in their hourly rate of pay.

E) Vacation

From the date the employees begin work, the provisions of the collective agreement pertaining to vacations apply to integrated employees.

F) Pension plan

Employees are covered by the Government and Public Employees Retirement Plan from the date they begin work in the institution.

ARTICLE 2 OTHER WORKING CONDITIONS

Integrated employees may not transfer any other working conditions from their original employer.

APPENDIX K

SPECIAL PROVISIONS FOR THE INSTITUT NATIONAL DE PSYCHIATRIE LÉGALE PHILIPPE-PINEL

ARTICLE 1 SCOPE

1.01 Unless otherwise amended by this appendix, the provisions of this collective agreement apply to employees of the Institut national de psychiatrie légale Philippe-Pinel covered by the certification.

1.02 Considering the nature of the clientele and the level of security associated with the Institut national de psychiatrie légale Philippe-Pinel, every employee is concerned by the safety of beneficiaries, visitors and staff. To this end, an employee in a job title provided for in this appendix, with the exception of job title 5323, unit supervising clerk, must intervene, even physically, whenever the situation so requires.

ARTICLE 2 JOB TITLES

An employee who holds one of the following job titles is the subject of articles 3 and 4 of this Appendix:

2473 Nurse (Institut Pinel)

1907 Nurse clinician (Institut Pinel)

2697 Socio-therapist (Institut Pinel)

6500 Pacification and security intervention officer (Institut Pinel)

ARTICLE 3 HOURS OF WORK

Employees in the job titles stipulated in article 2 have a work week of forty (40) hours, including a half (½) hour per day to have a meal at the institution; this half (½) hour is considered to be time worked.

ARTICLE 4 REST PERIODS

Employees in the job titles stipulated in article 2 are not entitled to the rest periods under clause 25.08 of the collective agreement.

ARTICLE 5 MILIEU PREMIUM (PINEL PREMIUM)

Employees with the following job titles receive the following annual premiums, unless they work in a psychiatric emergency department and receive the critical care premium and the increase in critical care premium prescribed under clause 9.08:

1- for nurses, nurse clinicians, socio-therapists, unit supervising clerks and pacification and security intervention officers:

Rate 2020-04-01 to 2021-03-31 ($)	Rate 2021-04-01 to 2022-03-31 ($)	Rate as of 2022-04-01 ($)
1,496.00	1,526.00	1,557.00

2- for medical imaging technologists in the field of radio-diagnosis, electroencephalography (E.E.G.) technicians, medical electro-physiology technologists, audio-visual technicians, technical pharmacy assistants, service aides, laundry attendants, master plumbers, maintenance mechanics (millwrights), housekeeping attendants, painters, storekeepers, master electricians, labourers, maintenance workers, storeroom attendants, plumbers or pipefitters, stationary engineers, carpenters, Class IV administrative officers, Class III administrative officers, Class II administrative officers, computer technicians and specialized computer technicians:

Rate 2020-04-01 to 2021-03-31 ($)	Rate 2021-04-01 to 2022-03-31 ($)	Rate as of 2022-04-01 ($)
849.00	866.00	883.00

The premium in psychiatry provided for in articles 3 and 9 of Appendix I does not apply to employees covered by this article.

ARTICLE 6 LIFE INSURANCE AND COMPENSATION INSURANCE

Employees are covered by a one hundred thousand dollar ($100,000) life insurance policy. The insurance benefit is only paid to her/his legal heirs and successors if the employee dies as a result of an assault committed by a beneficiary while the employee is performing her/his duties. The insurance benefit is not paid if the employee dies as a result of an accident due to serious misconduct on her/his part.

Insurance is subscribed to allow an employee who, in the course of performing her/his duties, suffers an accident caused by an assault committed by a beneficiary, to receive an amount equal to the difference between the compensation provided by the Act respecting industrial accidents and occupational diseases (CQLR, c. A-3.001) and her/his regular salary, for the duration of her/his disability. It is agreed that her/his reserve of sick leave will in no way be reduced in this instance.

This life insurance and compensation insurance is subject, with the appropriate changes, to the conditions set out in the collective agreement reached or to be reached between the Gouvernement du Québec and the public service union representing peace officers.

Note: The application of the provisions in the second (2nd) paragraph of this article and clause 23.31 of the general agreement cannot result in an employee receiving more than 100% of her/his regular salary.

ARTICLE 7 PENSION PLAN

Employees covered by the regulation on the designation of classes of employees and the determination of special provisions applicable to the employees of the Institut Philippe-Pinel (R-9.2, r.2) are governed by the provisions of the pension plan for peace officers in correctional services (PPPOCS).

ARTICLE 8 SALARY INSURANCE PLAN

The provisions of this article apply to employees contributing to the PPPOCS.

The salary insurance plan is amended as follows for employees who become disabled as of February 20, 2003:

8.01 The provisions of paragraph e) of clause 23.29 of the collective agreement are replaced by the following:

e) At the end of the period of one hundred and four (104) weeks provided in paragraph c) of clause 23.29 of the collective agreement, under the terms of the long-term salary insurance plan an employee is entitled to payment of benefits equal to seventy per cent (70%) of her/his salary, without going beyond the first of the following events:

i) the date on which she/he ceases to be disabled;

ii) the date on which she/he turns sixty-five (65) years old;

iii) the date on which she/he would have thirty-two (32) years of service for the purpose of the PPPOCS if it were not for her/his disability;

iv) the date on which she/he would be fifty (50) years of age and have thirty (30) years of service for the purpose of the PPPOCS were it not for her/his disability.

The benefits mentioned above are paid by an insurer or a government agency. Premiums payable under the long-term salary insurance plan are not at the employee's expense, notwithstanding any provisions to the contrary provided in the collective agreement for employees eligible for the insurance plan.

8.02 The provisions of paragraph B [disability lasting more than one hundred and four (104) weeks] in clause 23.03 (definition of disability) of the collective agreement are amended by adding the following sub-paragraph:

3- As of the start of the forty-ninth (49^{th}) month of disability, if the insurer or government agency refuses to recognize the employee as disabled within the meaning of the definition provided in sub-paragraph 2, the employee is covered by the definition of disability provided in paragraph A [disability of one hundred and four (104) weeks or less].

The provisions of this sub-paragraph do not apply if at the start of the disability the employee:

a) is sixty-one (61) years of age;

b) has twenty-eight (28) years of service for the purpose of the PPPOCS;

c) is forty-six (46) years of age and has twenty-six (26) years of service for the purpose of the PPPOCS.

8.03 As of the start of the forty-ninth (49th) month of disability, a disabled employee covered by the provisions of clause 8.02 is entitled to an amount equal to sixty per cent (60%) of her/his salary, without going beyond the first of the events listed in clause 8.01.

8.04 The insurer or government agency cannot oblige a disabled employee who is 60 years old or older to apply for a PPPOCS retirement pension or a pension payable with an actuarial reduction. However, if the employee does apply, the pension received is taken into consideration by the insurer or government agency in its calculation of the reduction in her/his pension.

ARTICLE 9

9.01 The local labour relations committee provided in section II of article 33 of the collective agreement is also responsible for discussing any issue related to the safety of employees, beneficiaries and visitors.

APPENDIX L

FOUR (4)-DAY WORK WEEK WITH REDUCED WORK TIME

The local parties may agree to implement a four (4)-day work week with reduced work time, provided they respect the following guidelines.

1- For full-time employees, the regular work week is amended as follows:

a) The regular work week for employees currently working thirty-two-and-one-half (32.5) hours will from now on be thirty (30) hours, distributed over four (4) days of seven-and-one-half (7.5) hours of work.

b) The regular work week for employees currently working thirty-five (35) hours will from now on be thirty-two (32) hours, distributed over four (4) days of eight (8) hours of work.

c) The regular work week for employees currently working thirty-six-and-one-quarter (36.25) hours will from now on be thirty-two (32) or thirty-three (33) hours, distributed over four (4) days of eight (8) or eight-and-one-quarter (8.25) hours of work.

d) The regular work week for employees currently working thirty-seven and a half (37.5) hours will from now on be thirty-three (33) hours, distributed over four (4) days of eight and one quarter (8.25) hours per work day.

e) The regular work week for employees currently working thirty-eight-and-three-quarters (38.75) hours will from now on be thirty-four (34) or thirty-five (35) hours, distributed over four (4) days of eight-and-one-half (8.5) or eight-and-three-quarters (8.75) hours of work.

f) The regular work week for employees currently working forty (40) hours will from now on be thirty-five (35) or thirty-six (36) hours, distributed over four (4) days of eight-and-three-quarters (8.75) or nine (9) hours of work.

2- Conversion of days off into premiums

- The maximum number of sick days that can be accumulated annually drops from 9.6 days to five (5) days.
- The number of statutory holidays may be reduced to a minimum of eight (8) days and a maximum of eleven (11) days.
- These days off that are freed up are converted into a premium that is added to the hourly rate for the job title. Depending on the number of days converted, the percentage used to calculate the premium will vary as indicated in the following table:

Converted days	Premium percentage
12.6	4.3
13.6	4.9
14.6	5.5
15.6	6.0

3- Changes resulting from the new schedule

Full-time employees continue to be governed by the rules applicable to full-time employees.

In addition to such benefits as statutory holidays and sick days, which are taken into account for the purposes of calculating the rate of compensation, other benefits to be determined proportionally to the new work schedule are:

- weekly premiums
- floating days off in psychiatry

  and

- vacation:

	Old schedule	**New schedule**
17 years of service or less	20 days	16 days
17 and 18 years of service	21 days	16.8 days
19 and 20 years of service	22 days	17.6 days
21 and 22 years of service	23 days	18.4 days
23 and 24 years of service	24 days	19.2 days
25 years of service or more	25 days	20 days

The salary to be taken into account for calculating any benefits, allowances or other is the salary stipulated for the new schedule, including the premium associated with time off converted into premiums, in particular for:

- maternity leave benefits
- salary insurance benefits
- leave with deferred pay

Notwithstanding the previous paragraph, layoff benefits for a full-time employee must be equal to the salary stipulated for her/his job title or, if applicable, her/his off-scale salary at the time she/he is laid off. Evening, night, split-shift, seniority and responsibility premiums, and premiums for inconveniences not actually incurred are excluded from the basis for calculating layoff benefits.

The waiting period for disability benefits is five (5) working days.

For the purposes of qualifying for overtime, the normal work day for a full-time or part-time employee on replacement duty is the one stipulated on the new schedule.

The normal work week for a full-time or part-time employee on replacement duty for the entire week is the one stipulated on the new schedule.

The normal work week for a part-time employee on replacement duty for both types of schedules is the one stipulated in the job title for the five (5)-day schedule.

4- Terms of application

The model chosen in accordance with the provisions of articles 1, 2 and 3 above, as well as its duration and application, must be covered by an agreement between the local parties.

The terms to be agreed upon locally include in particular:

a) the sphere of application (service or department, or unit);

b) the proportion of volunteers; in the event of disagreement between the parties, this proportion is set at 80%;

c) the conditions for employees who do not volunteer (e.g. exchanging positions);

d) a minimum of one (1) year's application, renewable;

e) the possibility for either party to opt out after providing sixty (60) days' notice prior to renewal;

f) the possibility for the parties to terminate the agreement at any time by mutual consent;

g) if the activities of the service, department or unit allow, the local parties agree to make the four (4)-day schedule available on an individual basis;

h) the possibility of dividing one (1) of the weeks of annual vacation into separate days.

5- Any full-time employee covered by this agreement may continue to participate in the pension plan for the portion corresponding to authorized leave without pay, within the framework of the new work schedule. By local agreement, the parties may agree on the terms for paying the employee's and the employer's contributions to the pension plan for the portion corresponding to authorized leave without pay. Should the parties fail to reach an agreement, the employee may pay all premiums and contributions herself or himself.

APPENDIX M

REGIONAL DISPARITIES

SECTION I DEFINITIONS

For the purposes of this appendix, the following terms shall be understood to mean:

1.01 1- Dependent:

The spouse or dependent child as defined in article 1 of the collective agreement and any other dependent within the meaning of the Taxation Act (CQLR, c. I-3), provided that the latter resides with the employee. However, for the purposes of this appendix, employment income earned by the employee's spouse does not deprive the spouse of her/his status as a dependent.

Similarly, the fact that a child attends a high school declared to be of public interest in a location other than the employee's place of residence does not deprive the child of her/his status as a dependent if no public high school is accessible in the locality where the employee resides.

The fact that a child attends a pre-school or elementary school declared to be of public interest in a location other than the employee's place of residence does not deprive the child of her/his status as a dependent if no pre-school or elementary school declared to be of public interest and operating in the child's language of instruction (English or French) is accessible in the locality where the employee resides.

Children aged 25 years and younger who meet the following three (3) conditions are also considered dependents:

1- The child is a full-time student in a post-secondary educational institution declared to be of public interest and located outside the employee's place of residence, if the employee works within Sector III, IV or V, excluding the localities of Parent, Sanmaur and Clova, or if the employee works in the locality of Fermont;

2- During the twelve (12) months preceding her/his program of post-secondary studies, the child was considered dependent within the meaning set forth in this Appendix;

3- The employee has provided supporting documents certifying that the child is pursuing a full-time program of post-secondary studies, in the form of proof of registration at the beginning of the session and proof of attendance at the end of the session;

Recognition of the status of dependent as defined in the previous paragraph allows the employee to retain her/his isolation and remoteness premium and the dependent child to benefit from the provisions related to trips out.

However, the transportation expenses allocated to the dependent child and released from other programs are deducted from the benefits related to the dependent child's trips out.

In addition, a child twenty-five (25) years or younger who is no longer considered dependent for the purposes of this paragraph and who is a full-time student in a post-

secondary educational institution declared to be of public interest regains her/his dependent status if she/he complies with conditions 1) and 3) above.

2- Point of departure:

Domicile in the legal sense of the term at the time of hiring, insofar as the domicile is located in a Québec locality. The said point of departure may be changed by agreement between the employer and the employee provided that it is located in a Québec locality.

For an employee already covered by this appendix, the fact that she/he changes employers does not alter her/his point of departure.

1.02 Sectors:

Sector V

The localities of Tasiujak, Ivujivik, Kangiqsualujjuaq, Aupaluk, Quaqtaq, Akulivik, Kangiqsujuaq, Kangirsuk, Salluit, Tarpangajuk and Umiujaq.

Sector IV

The localities of Wemindji, Eastmain, Waskaganish, Nemaska (Nemiscau), Inukjuak, Puvirnituq, Kuujjuaq, Kuujjuarapik, Whapmagoostui, Schefferville and Kawawachikamach.

Sector III

- The territory north of the fifty-first (51st) degree of latitude including Mistassini, Chisasibi, Oujé-Bougoumou, Radisson and Waswanipi, except Fermont and the localities specified in Sectors IV and V;
- the localities of Parent, Sanmaur and Clova;
- the territory of the Côte-Nord, from Havre-St-Pierre east to the Labrador border, including Anticosti Island.

Sector II

- the municipality of Fermont;
- the territory of the Côte-Nord east of the Rivière Moisie and extending as far as Havre-St-Pierre;
- the Magdalen Islands.

Sector I

- The localities of Chibougamau, Chapais, Matagami, Joutel, Lebel-sur-Quévillon, Témiscamingue and Ville-Marie.

SECTION II AMOUNTS OF PREMIUMS

2.01 An employee working in one of the above-mentioned sectors receives an annual isolation and remoteness premium of:

Sector	Rate 2020-04-01 to 2021-03-31 ($)	Rate 2021-04-01 to 2022-03-31 ($)	Rate as of 2022-04-01 ($)
With dependents			
Sector V	21,242	21,667	22,100
Sector IV	18,005	18,365	18,732
Sector III	13,844	14,121	14,403
Sector II	11,005	11,225	11,450
Sector I	8,898	9,076	9,258
Without dependents			
Sector V	12,049	12,290	12,536
Sector IV	10,215	10,419	10,627
Sector III	8,654	8,827	9,004
Sector II	7,334	7,481	7,631
Sector I	6,221	6,345	6,472

2.02 A part-time employee working in one of these sectors receives this premium in proportion to the hours paid to her/him.

2.03 The amount of the isolation and remoteness premium is adjusted in proportion to the length of the employee's posting in the employer's territory included in any of the sectors described in section I.

2.04 Subject to clause 2.03, the employer ceases to pay the isolation and remoteness premium provided for in this section if the employee and her/his dependents deliberately leave the territory during a paid absence or leave of more than thirty (30) days. However, the isolation and remoteness premium is maintained as if the employee were at work during her/his absences for annual vacation, statutory holidays, sick leave, maternity leave, paternity leave, adoption leave, protective leave or a work accident or occupational disease.

2.05 In the event that both spouses work for the same employer or for two (2) different employers in the public and para-public sectors, only one (1) of the spouses is entitled to the premium applicable to an employee with dependents, if there are one (1) or more dependents other than the spouse. If there is no dependent other than the spouse, each is entitled to the premium applicable to employees without dependents, notwithstanding the definition of the term "dependent" in clause 1.01 of section I of this appendix.

2.06 An employee on maternity, paternity or adoption leave who stays within the territory during her/his leave continues to be entitled to the benefits provided in this appendix.

SECTION III OTHER BENEFITS

3.01 The employer assumes the following expenses for any employee recruited from within Québec more than 50 kilometres from the locality in which she/he is called upon to perform her/his duties, provided that the locality is situated in one of the sectors described in section I:

a) the cost of transportation for the relocated employee and her/his dependents;

b) the cost of transporting her/his personal effects and those of her/his dependents up to:

- two hundred and twenty-eight (228) kg for each adult and each child aged 12 or over;
- one hundred and thirty-seven (137) kg for each child under 12 years of age;

c) the cost of transporting the employee's furniture (including her/his kitchen equipment and utensils), if applicable, other than that provided by the employer;

d) the cost of transporting a motor vehicle, if applicable, by road, boat or train;

e) the cost of storing the employee's furniture and personal effects, if applicable.

3.02 An employee is not entitled to reimbursement of these expenses if she/he breaches her/his contract by working for another employer before the sixty-first (61st) calendar day of her/his stay in the region, unless the union and the employer agree otherwise.

3.03 If an employee who is eligible for the provisions of paragraphs b), c) and d) of clause 3.01 decides not to make immediate use of some or all of these provisions, she/he continues to be eligible to use them in the two (2) years following the date her/his assignment begins.

3.04 These expenses are payable provided that the employee does not have them reimbursed by another plan such as the federal workforce mobility plan, and provided that her/his spouse has not received an equivalent benefit from her/his employer or from another source, and only in the following cases:

a) at the time of an employee's first posting: from her/his point of departure to the locality where she/is posted;

b) at the time of a subsequent assignment or transfer at the request of the employer or the employee: from the locality where the employee is posted to another location;

c) when the contract is breached or the employee resigns or dies: from the locality where she/he is posted to her/his point of departure; in the case of Sectors I and II; however, these expenses are only reimbursed in proportion to the time worked in relation to a reference period set at one (1) year, except in the case of the employee's death;

d) when an employee obtains a leave of absence for studies: from the locality where she/he is posted to her/his point of departure; in this case, the expenses stipulated in section III are also payable to an employee whose point of departure is up to fifty (50) km away from the locality where she/he works.

3.05 For the purposes of this section, these expenses are borne by the employer between the employee's point of departure and the locality where the employee is posted, and shall be reimbursed upon presentation of receipts.

In the case of employees recruited from outside Québec, these expenses are borne by the employer, without exceeding an amount equal to the costs of travelling between Montréal and the locality where the employee is assigned to perform her/his duties.

In the event that both spouses work for the same employer, only one (1) shall be entitled to the benefits conferred by this section.

3.06 The weight of two hundred and twenty-eight (228) kg stipulated in paragraph b) of clause 3.01 is increased by forty-five (45) kg for each year of service with the employer in the region. This provision covers the employee only.

SECTION IV TRIPS OUT

4.01 The expenses arising from the following trips out for an employee and her/his dependents are directly defrayed or reimbursed by the employer to an employee recruited more than fifty (50) kilometres from the locality in which she/he is working:

a) for localities in Sector III except those listed in the following paragraph, localities in Sectors IV and V, and the locality of Fermont: four (4) trips out per year for an employee without dependents and three (3) trips out per year for an employee with dependents.

b) for the localities of Clova, Havre-St-Pierre, Parent, Sanmaur and the Magdalen Islands: one (1) trip out per year.

The fact that an employee's spouse works for the employer or for another employer in the public or para-public sector does not entitle an employee to a greater number of trips out paid for by the employer than the number provided for in the collective agreement.

These expenses are borne directly or reimbursed upon presentation of receipts for the employee and her/his dependents, up to the cost of a return air fare for each between the locality to which the employee is posted and the departure point located in Québec, or as far as Montréal.

In the case of trips out granted to an employee with dependents, it is not necessary for a trip out to be taken at the same time by all of the individuals entitled to it. The effect of this, however, must not be to grant the employee or her/his dependents more employer-paid trips out than the number provided for in the collective agreement.

4.02 In the cases stipulated in paragraphs a) and b) of clause 4.01, one (1) trip out may be used by a non-resident spouse to visit an employee living in one (1) of the areas listed in clause 1.02.

4.03 When an employee or one of her/his dependents must be evacuated on an emergency basis from her/his place of work in any of the localities stipulated in clause 4.01 owing to illness, an accident, or complications related to pregnancy, the employer defrays the round-trip air fare. The employee must prove the necessity of the said evacuation. A certificate from the nurse or the local doctor, or if that is impossible in the locality, a medical certificate from her/his attending physician, is accepted as proof.

The employer also pays the round-trip air fare for the person accompanying the person who is evacuated from her/his place of work.

4.04 The employer permits an employee to take a leave of absence without pay when one of her/his dependents must be evacuated on an emergency basis in accordance with clause 4.03, in order to allow her/him to accompany the dependent being evacuated.

4.05 An employee who comes from a locality located more than fifty (50) kilometres from the one where she/he is posted and was recruited locally and who was entitled to trips out because she/he lived there with a spouse from the public sector, continues to be entitled to the trips out provided for in clause 4.01, even if she/he loses her/his status as spouse.

4.06 Subject to an agreement with the employer on the terms and conditions for recovery, an employee covered by the provisions of clause 4.01 may take a maximum of one (1) trip out in advance, in the event of the death of a close relative living outside the locality where she/he works. For the purposes of this clause, a close relative is defined as a spouse, child, father, mother, brother, sister, father-in-law, mother-in-law, stepfather, stepmother, son-in-law and daughter-in-law. In no case, however, can this early trip out grant the employee or her/his dependents more trips out than the number to which she/he is entitled.

4.07 Each year, employees entitled to reimbursement of costs for trips out are entitled, on March 1, to annual compensation equivalent to fifty per cent (50%) of the cost incurred for the third (3rd) and fourth (4th) trips out in the previous calendar year. This annual compensation is paid on the pay that covers March 1.

SECTION V REIMBURSEMENT OF EXPENSES IN TRANSIT

5.01 The employer reimburses an employee for expenses incurred in transit (meals, taxis and lodging, if necessary) for herself or himself and her/his dependents, at the time the employee is hired and when she/he takes any trip out provided for in the collective agreement, upon presentation of receipts, provided that these expenses are not borne by a carrier.

Such expenses are limited to the amounts stipulated in article 27 (Travel allowances) or, failing that, are determined in accordance with the policy set by the employer for all employees.

SECTION VI DEATH OF AN EMPLOYEE

6.01 In the event of the death of an employee or any of her/his dependents, the employer pays transportation costs for repatriating the mortal remains. In addition, the employer reimburses the dependents for expenses incurred for return travel between the locality of the employee's posting and a place of burial in Québec.

SECTION VII TRANSPORTATION OF FOOD

7.01 An employee who cannot provide for her/his own food supplies in Sectors V and IV in the localities of Kuujjuaq, Kuujjuarapik, Whapmagoostui, Chisasibi, Radisson, Mistassini and Waswanipi because there are no sources of supplies in her/his locality is entitled to payment of the cost of transporting food, for up to the following quantities:

- seven hundred and twenty-seven (727) kg per year per adult and per child aged 12 or older;
- three hundred and sixty-four (364) kg per year per child under 12.

This benefit is granted according to one of the following formula:

a) either the employer takes responsibility for transporting the food from the most accessible or most economical source of supply as far as transportation is concerned, and pays the cost directly;

b) or the employer pays the employee an allowance equal to the cost that would have been incurred under the first formula.

7.02 An employee who is entitled to reimbursement of transportation costs for food as provided for in clause 7.01 is entitled annually on March 1, to additional compensation of sixty-six per cent (66%) of the cost incurred for the transportation of food for the preceding calendar year.

SECTION VIII VEHICLE AT AN EMPLOYEE'S DISPOSAL

8.01 In all localities in which private vehicles are forbidden, local arrangements may be made to put vehicles at the disposal of employees.

SECTION IX HOUSING

9.01 The obligations and practices associated with the employer supplying the employee with housing at the time of hiring are only maintained in the localities where they already exist.

9.02 The rents charged to employees who are entitled to housing in Sectors V, IV and III and in Fermont are maintained at their December 31, 1989 rate.

9.03 At the union's request, the employer explains the grounds on which housing is allocated. Similarly, at the union's request, the employer informs the union of existing maintenance measures.

SECTION X RETENTION PREMIUM

An employee who works in Sept-Îles (including Clarke City), Port-Cartier, Gallix or Rivière Pentecôte receives a retention premium of 8% of her/his annual salary.

SECTION XI PROVISIONS OF PREVIOUS COLLECTIVE AGREEMENTS

The employer agrees to renew the agreements on trips out for employees hired from less than fifty (50) kilometres away from Schefferville and Fermont, for all employees entitled to them on December 31, 1989.

APPENDIX N

SPECIAL PROVISIONS FOR EMPLOYEES WHO HOLD FULL-TIME POSITIONS ON STEADY NIGHT SHIFTS

These provisions apply to employees who, on the date this collective agreement is signed, hold a full-time position on a steady night shift and are entitled to one (1) weekend of three (3) consecutive days off per two (2) weeks.

1.01 An employee who is entitled to one (1) weekend of three (3) consecutive days off per two (2)-week period continues to be entitled to this additional paid day off.

1.02 However, for any absence for which the employee receives remuneration, allowances or benefits, her/his salary[1] or, as the case may be, the salary[1] used as a reference to determine such allowances or benefits, is reduced for the duration of said absence by the percentage of the night-shift premium that would apply to the employee in accordance with paragraph 2 of clause 9.06 of the collective agreement.

The above paragraph does not apply for the following absences:

a) statutory holidays;

b) annual vacation;

c) maternity, paternity or adoption leave;

d) absence for disability, from the eighth (8^{th}) working day on;

e) absence for an employment injury recognized as such under the provisions of the Act respecting industrial accidents and occupational diseases (CQLR, c. A-3.001).

1.03 When the conversion of the night-shift premium into time off results in more than twenty-four days off, the employee is paid, no later than December 15 of each year, an amount corresponding to the number of unused days over and above twenty-four (24) days, calculated as follows:

$$\text{Number of days over 24 days} \times \left[\frac{\text{Number of days worked during the reference year}}{204^{2}} \right]$$

In the first (1^{st}) year of implementation, this amount is reduced according to the number of days between the date this collective agreement came into force and November 30, 2021, divided by 365 days.

---

1 Salary: Salary means the basic salary plus, when applicable, supplements, responsibility premiums and the additional remuneration provided for in article 4 of Appendix C, article 6 of Appendix E, article 6 of Appendix F and article 2 of Appendix H.

2 When the employee has more than twenty (20) days of annual vacation, the two hundred and four (204) number is reduced by the number of days over twenty (20).

Should an employee leave the position or change status or work shift, the amounts due, if any, are calculated using the above formula and taking into account the number of days worked between December 1 and the date of departure, change of status or work shift, as applicable.

1.04 An employee covered by this appendix may resume a full schedule of work in accordance with the terms to be agreed on between the employer, the union and the employee.

1.05 An employee who is entitled to paid time off under the terms of this appendix keeps her/his status as a full-time employee.

1.06 An employee covered by this appendix is not entitled to the night-shift premium provided for in paragraph 2 of clause 9.06 except when she/he works overtime on the night shift.

APPENDIX O

SPECIAL PROVISIONS FOR CLOSED CUSTODY, INTENSIVE SUPERVISION AND ASSESSMENT OF REPORTS OF ABUSE OR NEGLECT

ARTICLE 1 SCOPE

The provisions of this appendix apply to employees assigned to the supervision or rehabilitation of young people placed in closed custody under the Youth Criminal Justice Act (S.C. 2002, c.1) or in units where an intensive supervision program is implemented, and to employees involved in psycho-social intervention who regularly assess reports of abuse or neglect received under the Youth Protection Act (CQLR, c. P-34.1) as a substantial part of their work.

Employees covered by the appendix on the special premium for reception centre employees working in a security setting in the 95-98 collective agreement for rehabilitation centres, and who continue to perform the same duties, are covered by this appendix.

ARTICLE 2 FLOATING DAYS OFF

2.01 As of the date the collective agreement is signed, a full-time employee is entitled on July 1 of each year to one half-day off for each month worked, up to a maximum of five (5) days per year.

2.02 An employee who leaves the assignment entitling her/him to this leave is paid for all the days off that she/he has accumulated but not used, in accordance with the remuneration she/he would receive if she/he were to take the days off at that time.

2.03 A part-time employee is not entitled to take these floating days off and instead receives monetary compensation for them equal to 2.2%, paid with each pay and applicable on:

- salary, supplements, premiums[1] and the additional remuneration provided for in article 4 of Appendix C, article 6 of appendix E, article 6 of Appendix F and article 2 of Appendix H;
- the salary that she/he would have received if she/he had not been absent on unpaid sick leave when she/he was scheduled to work in her/his position or on an assignment;
- the basic salary used to establish maternity, paternity, adoption and protective leave benefits. However, the amount calculated during protective leave is not paid with each pay and is instead accumulated and paid along with vacation pay.

ARTICLE 3 INSTITUTIONS COVERED

3.01 For closed custody, these provisions shall apply to rehabilitation centres covered by the law.

The institutions are the following:

[1] Weekend, evening-shift and night-shift premiums, increases in the evening-shift and night-shift premiums and rotating shift premiums are not taken into account.

Centre intégré de santé et de services sociaux du Bas-Saint-Laurent:	Unités de réadaptation Rimouski: Unité Le Quai
Centre intégré universitaire de santé et de services sociaux de l'Estrie – CHUS:	Point de service Val-du-Lac: Avant-garde Escale
Centre intégré universitaire de santé et de services sociaux de l'Ouest-de-l'Île-de-Montréal:	Unité Northview Unité Jeanne-Sauvé Unité Dara

3.02 These provisions apply to employees who assess reports within the child and youth protection centre mission, and those who work in intensive supervision units in the rehabilitation centres for maladjusted youth mission, who are covered by this appendix.

APPENDIX P

SPECIAL PROVISIONS FOR EMPLOYEES WORKING IN SPECIFIC UNITS

ARTICLE 1 SCOPE

This appendix applies to institutions recognized by a health and social services agency and the Ministère de la Santé et des Services sociaux (MSSS) as having to provide care to beneficiaries admitted to specific units.

ARTICLE 2 FLOATING DAYS OFF

2.01 A full-time employee working in a specific unit in one of the institutions listed in article 3 is entitled on July 1 of each year to one half-day off for each month worked, up to a maximum of five (5) days per year.

2.02 An employee who leaves her/his assignment in a specific unit is paid for all the days off that she/he has accumulated but not used, in accordance with the remuneration she/he would receive if she/he were to take the days off at that time.

2.03 A part-time employee is not entitled to take these floating days off and instead receives monetary compensation for them equal to 2.2%, applicable on:

- salary, supplements, premiums[1] and the additional remuneration provided for in article 4 of Appendix C, article 6 of Appendix E, article 6 of Appendix F and article 2 of Appendix H, paid with each pay;
- the salary that she/he would have received if she/he had not been absent on unpaid sick leave when she/he was scheduled to work in her/his position or on an assignment, paid with each pay;
- the basic salary used to establish maternity, paternity, adoption and protective leave benefits, paid with each pay. However, the amount calculated during protective leave is not paid with each pay and is instead accumulated and paid along with vacation pay.

ARTICLE 3 INSTITUTIONS COVERED

The following institutions are covered by the provisions of this appendix:

ESTRIE (05)

Centre intégré universitaire de santé et de services sociaux de l'Estrie – Centre hospitalier universitaire de Sherbrooke:

- Hôpital et centre d'hébergement Argyll

MONTRÉAL (06)

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

[1] Weekend, evening-shift and night-shift premiums, increases in the evening-shift and night-shift premiums and rotating shift premiums are not taken into account.

- Centre d'hébergement Armand-Lavergne
- Centre d'hébergement des Seigneurs
- Centre d'hébergement Émilie-Gamelin
- Centre d'hébergement Yvon-Brunet

Centre intégré universitaire de santé et de services sociaux de l'Est-de-l'Île-de-Montréal:

- Centre d'hébergement Jeanne-Le Ber
- Centre d'hébergement Pierre-Joseph-Triest
- Centre d'hébergement Rousselot

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

- Centre d'hébergement de Lachine

ABITIBI-TÉMISCAMINGUE (08)

Centre intégré de santé et de services sociaux de l'Abitibi-Témiscamingue:

- CHSLD Macamic

APPENDIX Q

SPECIAL PROVISIONS FOR EMPLOYEES WORKING WITHIN THE CHILD AND YOUTH PROTECTION MISSION OR THE REHABILITATION CENTRES FOR MALADJUSTED YOUTH MISSION

ARTICLE 1 SCOPE

The provisions of this collective agreement apply to employees working within the child and youth protection mission or the rehabilitation centres for maladjusted youth mission, unless otherwise amended by this appendix.

ARTICLE 2 REMUNERATION

Article 7 of the collective agreement is amended by adding the following provisions:

2.01 At the end of thirty (30) days after being awarded a vacant or newly created position, an employee is deemed to hold this new position with all the related benefits.

2.02 Since the first step for social aide corresponds to eleven (11) years of education, one additional step per additional year of education is granted up to a maximum of two (2) additional steps.

2.03 An employee with the job title of social aide who is enrolled in a social work technician CEGEP course recognized by the Ministère de l'Éducation et de l'Enseignement supérieur is entitled to one additional step on the salary scale for her/his job title.

2.04 A social aide who obtains a social work technician diploma is classified at the step on the salary scale for social work technicians corresponding to the salary immediately higher than the one she/he was receiving or, if it is more advantageous for the employee, the step corresponding to her/his years of relevant experience and the provisions of clauses 2.02 and 2.03.

ARTICLE 3 LIABILITY INSURANCE

Clause 32.02 of the collective agreement is amended by adding the following paragraph:

An employee who is summoned to act as an expert witness in a court case is authorized to take the necessary time off work and does not suffer any reduction in pay. However, as soon she/he receives compensation for her/his time as an expert witness, the employee undertakes to remit such compensation to the institution.

ARTICLE 4 REPLACEMENT TEAM

Clause 15.01 of the collective agreement is amended by adding the following provision:

Employees on the replacement team are assigned by reverse seniority and work in comparable positions.

ARTICLE 5 STUDY INCENTIVE PREMIUM

The following article applies to employees who on June 30, 2003, were covered by the 2000-2003 CUPE-CPEJ collective agreement.

Each time a full-time employee in the service of the employer on the date this collective agreement comes into force successfully completes fifteen (15) units (credits) towards a CEGEP diploma in special care counselling (social work technician) or social work while employed, she/he receives a study incentive premium of:

Rate 2020-04-01 to 2021-03-31 ($)	**Rate 2021-04-01 to 2022-03-31 ($)**	**Rate as of 2022-04-01 ($)**
560.00	571.00	583.00

Each time an employee in the job titles of social aide, social work technician or contributions technician successfully completes thirty (30) units (credits), she/he advances one (1) additional step on her/his salary scale.

Moreover if, after earning some or all of the fifteen (15) units (credits), an employee is entitled to one (1) additional step, she/he cannot receive the study incentive premium stipulated in the preceding paragraph.

This premium can only be paid once for the same units (credits) earned.

Equivalencies and exemptions granted are not taken into consideration.

APPENDIX R

SPECIAL PROVISIONS FOR EMPLOYEES WORKING IN PRIVATE INSTITUTIONS UNDER AGREEMENT

ARTICLE 1 SCOPE

The provisions of this agreement apply to employees working in private institutions under agreement insofar as they are not otherwise amended by this appendix.

ARTICLE 2 CONTRACTING-OUT

Article 2 of this appendix replaces article 29 of the collective agreement.

Any contract between the employer and a third party that directly or indirectly takes away some or all of the duties performed by employees covered by the certification commits the employer to the union and employees as follows:

1- To advise the third party of the existence and content of the certification and the collective agreement.

2- To not proceed with any layoffs, firings or dismissals arising directly or indirectly from such a contract.

3- Any change in the working conditions of an employee affected by such a contract must be made in accordance with this agreement's provisions on layoffs.

In the case of work performed by the employees in housekeeping, dietary (kitchen and cafeteria) or nursing services, contracts with a third party to be awarded or renewed by the employer must provide that the rates of pay and benefits to be granted to the employees of a subcontractor working on the employer's premises must be comparable overall to market rates paid in the hospital sector for the same job titles.

The rates of pay and benefits of employees of a subcontractor whose pay rates and benefits are determined by collective agreement are presumed to be comparable overall.

ARTICLE 3 PREMIUM

Article 9 of the collective agreement is amended by adding the following provision:

An employee who takes the orientation course on dealing with chronic-care beneficiaries and passes the examination receives a weekly premium of:

Rate 2020-04-01 to 2021-03-31 ($)	**Rate 2021-04-01 to 2022-03-31 ($)**	**Rate as of 2022-04-01 ($)**
9.91	10.11	10.31

ARTICLE 4 CERTIFICATION AND SCOPE

The last paragraph of clause 4.09 (dismissals) of the collective agreement does not apply.

APPENDIX S

SPECIAL PROVISIONS FOR NURSING AND CARDIO-RESPIRATORY CARE EMPLOYEES

Article 1 Scope

1.01 The provisions of this appendix apply to employees in the nursing and cardio-respiratory class of personnel, except for employees in the following job titles: nursing extern, respiratory therapy extern, candidate for admission to the practice of the nursing profession or candidate for admission to the practice of the nursing assistant profession.

These provisions do not, however, apply to employees in institutions where the local parties have decided by agreement to opt out of implementing the process of having every employee hold a position.

This agreement can only apply to groups of job titles that have twenty (20) or fewer full-time equivalent employees (FTEs). The groups are as follows:

- nursing job titles;
- nursing assistant job titles;
- respiratory therapy job titles;
- clinical perfusionists.

An agreement on exemption from the tenure process that was concluded under the 2006-2010 collective agreement remains in force on the condition that the relevant groups of job titles mentioned above are composed of at least twenty (20) or fewer FTE employees. If that number rises to more than twenty (20) in one of the groups of job titles, the agreement lapses.

1.02 An employee who fulfils one of the following criteria may be exempt from the provisions of this appendix:

- holds a position fulfilling the terms and conditions of this appendix in another institution of the health and social services sector;
- has a teaching position in a recognized educational institution;
- is fifty-five (55) years of age or older;
- pursues full-time studies in a recognized teaching institution in the same discipline as the one mentioned in the employee's job description or in a related discipline.

Article 2 Part-time employee

2.01 This clause replaces the third (3rd) paragraph of clause 1.01 of the collective agreement.

"Part-time employee" means any employee who works fewer hours than the number stipulated for her/his job title. However, a part-time employee, except for externs in nursing or respiratory therapy or candidates for admission to the practice of the nursing profession, holds

a position involving at least fourteen (14) shifts of work per twenty-eight (28) days.[1] A part-time employee who, in exceptionally cases, works the total number of hours stipulated for her/his job title continues to have part-time employee status.

1 The employer is entitled to a period of six (6) months following the effective date of the collective agreement to proceed with upgrading the positions of part-time employees consisting of a minimum of eight (8) shifts per twenty-eight (28) days to a minimum of fourteen (14) shifts per twenty-eight (28) days, as provided in Section III of Letter of Agreement No. 20.

Article 3 Special measures

3.01 An employee affected by a special measure under article 14 of the collective agreement who refuses to choose a position, by bumping or otherwise, or who refuses a transfer, is deemed to have resigned.

3.02 An employee affected by a special measure under article 14 who is unable to obtain a position by transfer or bumping is laid off, registered with the national workforce planning service (SNMO) and entitled to the provisions on employment priority (15.02) or job security (15.03).

Article 4 Job security

4.01 This clause replaces the first (1st) paragraph of clause 15.02 of the collective agreement.

An employee with fewer than two (2) years of seniority who is laid off is entitled to employment priority in the health and social services sector. Her/his name is placed on the SNMO list and she/he is reassigned in accordance with the procedures set out in article 15 of this agreement.

4.02 This paragraph replaces the provisions on the concept of "available position" in clause 15.05 of the collective agreement.

For the purposes of applying this article, a full-time or part-time position is considered available when, in accordance with the provisions on voluntary transfers, none of the applicants, including employees, meets the normal requirements of the job or when, under the provisions on voluntary transfers the position would be filled by a part-time employee with less seniority than an employee covered by clause 15.03 who is registered on the SNMO list.

No institution may use a part-time employee with less seniority than an employee covered by clause 15.03 who is registered on the SNMO list or hire an outside applicant for an available full-time or part-time position as long as there are employees covered by clause 15.03 who are registered on the SNMO list and who can meet the normal requirements of such a position.

4.03 An employee with job security who refuses an offer of a position or retraining without valid reasons is deemed to have resigned.

Article 5 Leave without pay to work in a Northern institution

5.01 An employee covered in paragraph g) of article 18.06 who refuses to use the bumping and/or lay-off procedure when possible is deemed to have resigned.

Article 6 Parental rights

6.01 The final paragraph of clause 22.18 and the last two (2) paragraphs of clauses 22.29A and 25.10 do not apply to employees covered by this appendix.

APPENDIX T

SPECIAL PROVISIONS FOR MEDICAL TECHNOLOGY EXTERNS

ARTICLE 1 SCOPE

Insofar as they are not otherwise amended by this appendix, the provisions of the collective agreement, with the exception of article 18, apply to medical technology externs for the duration of their employment, as stipulated in regulations.

ARTICLE 2 PROBATION PERIOD

A medical technology extern who is rehired or placed in a medical technology job title after her/his externship is subject to a new probation period.

ARTICLE 3 SENIORITY

Notwithstanding the provisions of the second (2nd) paragraph of clause12.10 of the collective agreement, an employee's seniority accumulated as a medical technology extern is credited if she/he is hired as a medical technologist by the same institution within six (6) months of the end of her/his studies.

ARTICLE 4 LIFE, HEALTH AND SALARY INSURANCE PLANS

The employee does not participate in the life, health and salary insurance plans and receives the employee benefits of a part-time employee who is not covered by the plan.

APPENDIX U

SPECIAL PROVISIONS FOR NURSING OR RESPIRATORY THERAPY EXTERNS

ARTICLE 1 SCOPE

Insofar as they are not otherwise amended by this appendix, the provisions of the collective agreement, with the exception of article 18, apply to nursing and respiratory therapy externs for the duration of their employment, as stipulated in regulations.

ARTICLE 2 PROBATION PERIOD

A nursing or respiratory therapy extern who is rehired or placed in the job title of candidate for admission to the practice of the nursing or respiratory therapy profession is subject to a new probation period.

ARTICLE 3 SENIORITY

Notwithstanding the provisions of the second (2nd) paragraph of clause 12.10 of the collective agreement, an employee's seniority accumulated as a nursing or respiratory therapy extern is credited if she/he is hired as a candidate for admission to the practice of the nursing or respiratory therapy profession by the same institution within six (6) months of the end of her/his studies.

ARTICLE 4 LIFE, HEALTH AND SALARY INSURANCE PLANS

The employee does not participate in the life, health and salary insurance plans and receives the employee benefits of a part-time employee who is not covered by the plan.

APPENDIX V

SPECIAL PROVISIONS FOR EMPLOYEES ASSIGNED TO SOCIAL WORK DUTIES IN RECEPTION CENTRES

The provisions set out in this appendix apply to employees assigned to social work duties in a reception centre.

ARTICLE 1 MEALS

The employer undertakes to ensure that employees assigned to social work duties in reception centres benefit from the same conditions as employees of said reception centres with respect to meals.

APPENDIX W

MEALS PROVIDED TO EMPLOYEES WITH SPECIFIC JOB TITLES

A meal is provided free of charge to employees with any of the following job titles who are required to have their meal with the beneficiaries as part of their duties:

- Educator (2691)
- Intervention officer (3545)
- Intervention officer team leader (to be determined)
- Medico-legal intervention officer (3544)
- Medico-legal intervention officer (team leader) (to be determined)
- Psychiatric intervention officer (3543)
- Psychiatric intervention officer (team leader) (to be determined)
- Recreation intervention technician (2696)
- Specialized education technician (2686)

APPENDIX X

ATYPICAL SCHEDULES

Upon agreement, the local parties may establish atypical schedules spanning more hours than a normal work day without exceeding twelve (12) hours of work.

An employee who works on an atypical schedule may under no condition be granted benefits that are superior to those of an employee working on a regular schedule.

Terms and conditions

The following provisions are used to adapt the corresponding national provisions provided in the collective agreement:

1- Statutory holidays

On July 1 of each year, statutory holidays are converted into hours according to the following formula:

$$\left(\frac{\text{Number of hours in the regular work week for a full-time position}}{\text{5 days}}\right) \text{ X } \text{13 statutory holidays}$$

When an employee is given an atypical schedule after July 1, the number of hours obtained after applying the above formula is reduced by the number of hours corresponding to the statutory holidays already taken by the employee since that date.

For an unpaid leave during which statutory holidays are not accumulated, the number of hours computed according to the formula is reduced by the number of hours corresponding to one (1) regular work day multiplied by the number of statutory holidays that occurred during the leave.

When a statutory holiday is taken, the employee is paid according to the number of hours assigned to a work day on the atypical schedule, and the number of hours computed according to the formula is reduced by the number of hours thus paid.

When a statutory holiday falls on a sick leave lasting no more than twelve (12) months, the employee is paid in accordance with the provisions of clause 20.04, and the number of hours computed according to the formula is reduced by the number of hours corresponding to one (1) regular work day.

For full-time employees, the employer withholds enough hours to pay the statutory National Holiday.

2- Other leaves

The leaves listed below are converted into hours according to the following formula:

$$\left(\frac{\text{Number of hours in the regular work week for a full-time position}}{\text{5 days}}\right) \times \left(\text{Number of hours provided for in the collective agreement for the type of leave in question} - \text{Number of leave days already taken}\right)$$

The relevant leaves are:

- annual vacation;
- floating days off;
- bank of sick leave;
- some forms of leave under parental rights:
  - special leave (clause 22.20);
  - paternity leave (clause 22.21);
  - adoption leave (clause 22.22).

When the leave is taken, the employee is paid according to the number of hours assigned to a work day on the atypical schedule, and the number of hours determined according to the formula is reduced by the number of hours thus paid.

3- Union leave

When the number of hours of leave for union work exceeds the number of hours in the regular work week stipulated for a full-time position divided by five (5) days, the bank of union leaves is reduced by the equivalent in days based on the following formula:

$$\left(\text{Number of hours of leave for union work for the day of the atypical schedule}\right) \div \left(\frac{\text{Number of hours in the regular work week provided for a full-time position}}{\text{5 days}}\right)$$

4- Salary insurance

The waiting period is established by multiplying the number of hours in the regular work week by seven (7) and then dividing by five (5).

5- Premiums payable per shift

The premiums payable per shift are converted into hourly premiums by dividing them by the number of hours in the regular work week provided for a full-time position divided by (5) days.

6- Weekly premiums and supplements

Weekly premiums and supplements are converted into hourly premiums and supplements by dividing them by the number of hours in the regular work week provided for a full-time position.

7- Rest time

When an employee's work schedule includes a day of between eight (8) and twelve (12) hours inclusive, the employee is entitled to a prorated number of minutes of rest time, calculated on the basis of thirty (30) minutes of rest per eight (8)-hour day. The minutes of rest time are divided into at least two (2) rest periods.

8- Calculation of the minimum availability for the purpose of the increase in evening- and night-shift premiums, the increase in critical care premium and the increase in special critical care premium

For the purpose of calculating the minimum availability of sixteen (16) out of twenty-eight (28) days for the increase in evening- and night-shift premiums, the increase in critical care premium and the increase in special critical care premium, the number of hours of availability offered and honoured during the period of twenty-eight (28) days, including the hours of the employee's position, is divided by the number of hours provided for a shift of work in the regular work week.

9- Overtime

For the purpose of qualifying for overtime, the regular day of work for a full-time or part-time employee or the employee replacing her/him is that stipulated by the new schedule. The regular work week for a full-time employee or the employee replacing her/him for the entire time is that stipulated by the new schedule. For an employee doing replacement work on two (2) types of schedule (regular and atypical schedule), the regular work week is that provided for the job title on the regular schedule.

An employee who works overtime may not work more than four (4) hours following a twelve (12)-hour shift.

10- Accumulation of experience in the case of a part-time employee

When the number of hours of work differs from that provided for a regular day of work in the job title, experience for a day of work on an atypical schedule is calculated on the basis of the number of hours worked prorated to the number of hours in a regular day. The employee may not, however, accumulate more than one (1) year of experience in a calendar year.

11- Payment of unused hours

Within one (1) month of the end of the period stipulated in the collective agreement for taking the leave in question, an employee who has not used all the hours of time off converted in application of this appendix is paid for the applicable unused hours that do not constitute one (1) full day of paid time off.

APPENDIX Y

SPECIAL PROVISIONS FOR SPECIFIC EMPLOYEES IN THE JOB CLASS OF HEALTH AND SOCIAL SERVICES TECHNICIANS AND PROFESSIONALS COVERED BY THE TENURE PROCESS

WHEREAS the parties wish to reduce job insecurity and ensure greater job stability for the personnel working in the institutions of the health and social services network;

WHEREAS the parties wish to maximize the contribution of the personnel working in the institutions of the health and social services network;

WHEREAS the parties wish to foster use of employees to reduce the use of independent workers and overtime;

WHEREAS the parties wish to deliver accessible, continuous, safe and quality care and services to the population;

WHEREAS there is a need to preserve the attractiveness of positions;

WHEREAS the employer continues to have the objective to implement a job structure favouring full-time positions;

A) ARTICLE 1 TERMS OF APPLICATION

The provisions of this appendix apply to employees in the job class of health and social services technicians and professionals who hold the following job titles, except those covered by Letter of Agreement No. 43:

- educator (2691);
- human relations agent (1553);
- job titles working in electro-physiology activity centres;
- job titles working in laboratory activity centres;
- job titles working in medical imaging activity centres (radiology, nuclear medicine and radiation oncology);
- psycho-educator (1652);
- psychologist (1546);
- social worker (1550);
- socio-therapist (Institut Pinel) (2697);
- specialized education technician (2686).

These provisions do not apply to job titles filled by twenty (20) or fewer FTEs within a single bargaining unit.

Employees who fulfil one of the following criteria may opt out of the tenure process:

- pursue full-time studies in a recognized teaching institution in the same discipline as the one mentioned in the employee's job description or in a related discipline;
- hold a position with a schedule consisting exclusively of Saturdays and Sundays;
- hold a position in another institution of the health and social services sector;
- hold a teaching position in a recognized teaching institution;
- be fifty-five (55) years of age or older.

ARTICLE 2 PART-TIME EMPLOYEES

2.01 The following paragraph replaces the third (3rd) paragraph of clause 1.01 of the collective agreement:

"Part-time employee" means any employee who works fewer hours than the number stipulated for her/his job title. However, a part-time employee holds a position involving at least twelve (12) shifts of work per twenty-eight (28) days. A part-time employee who, in exceptional cases, works the total number of hours stipulated for her/his job title continues to have part-time employee status.

ARTICLE 3 TENURE PROCESS

3.01 Within 12 (twelve) months following the effective date of the collective agreement, the employer proceeds with the tenure of the employees covered by article 1 of this Appendix.

Part-time employees who hold a position involving fewer than twelve (12) shifts of work per twenty-eight (28) days have their position upgraded to this number, subject to the exclusions provided in article 1 of this Appendix.

To carry out the tenure process, the local parties must agree on the terms of application that will give them the employees they need for the care and services they offer and to do so in a balanced manner between the various departments, to stabilize the work teams and to facilitate the use of employees to limit use of independent workers and overtime.

3.02 Within twelve (12) months following the effective date of the collective agreement, employees who refuse tenure or to apply for a position are deemed to have resigned.

3.03 If, however, an employee has not been able to obtain a position by the end of the tenure process and vacancies remain for which she/he meets the normal requirements of the job, she/he is deemed to have applied for these positions. If she/he refuses such a position, she/he is deemed to have resigned.

3.04 The employer must transmit to the local union the information pertaining to the fulfillment of the tenure process.

3.05 The parties undertake to support the local parties in carrying out the tenure process.

APPENDIX Z

SALARY STRUCTURE, RATES AND SCALES IN THE HEALTH AND SOCIAL SERVICES SECTOR AS OF APRIL 1, 2022

Rangements	Échelons																		Rangements	Taux uniques
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18		
1	20,98																		1	20,98
2	21,27																		2	21,27
3	21,39	21,50	21,59																3	21,58
4	21,54	21,74	21,90	22,06															4	22,03
5	21,73	22,02	22,33	22,65															5	22,59
6	21,89	22,25	22,60	22,97	23,35														6	23,24
7	22,18	22,65	23,13	23,61	24,13														7	23,98
8	22,36	22,86	23,39	23,90	24,44	25,00													8	24,76
9	22,54	23,07	23,64	24,21	24,78	25,39	26,00												9	25,63
10	22,81	23,36	23,97	24,56	25,17	25,79	26,41	27,10											10	26,57
11	23,12	23,70	24,31	24,95	25,58	26,23	26,88	27,60	28,31										11	27,58
12	23,48	24,17	24,88	25,63	26,37	27,19	27,79	28,41	29,04	29,40									12	28,56
13	23,82	24,54	25,27	26,03	26,80	27,59	28,42	29,07	29,76	30,12	30,82								13	29,71
14	24,21	24,94	25,68	26,44	27,25	28,04	28,90	29,77	30,45	30,87	31,60	32,32							14	30,88
15	24,36	25,20	26,07	26,92	27,85	28,77	29,77	30,76	31,60	32,16	33,05	33,95							15	32,22
16	24,78	25,69	26,67	27,64	28,65	29,72	30,81	31,95	32,93	33,59	34,62	35,67							16	
17	25,22	26,23	27,27	28,37	29,48	30,67	31,91	33,16	34,28	35,08	36,25	37,49							17	
18	25,39	26,49	27,68	28,90	30,17	31,49	32,89	34,32	35,61	36,59	37,96	39,40							18	
19	25,81	26,58	27,39	28,22	29,07	29,95	30,86	31,79	32,74	33,42	34,41	35,47	36,54	37,46	38,39	39,38	40,38	41,39	19	
20	26,22	27,08	27,94	28,84	29,78	30,72	31,72	32,74	33,80	34,54	35,67	36,81	38,02	39,06	40,12	41,22	42,33	43,49	20	
21	26,66	27,54	28,50	29,47	30,49	31,53	32,61	33,74	34,89	35,73	36,96	38,22	39,55	40,70	41,90	43,13	44,39	45,70	21	
22	27,08	28,03	29,06	30,11	31,21	32,36	33,52	34,73	36,01	36,94	38,28	39,69	41,13	42,41	43,74	45,11	46,53	47,98	22	
23	27,46	28,51	29,59	30,75	31,94	33,15	34,43	35,74	37,12	38,17	39,63	41,17	42,74	44,18	45,66	47,18	48,77	50,39	23	
24	28,33	29,45	30,61	31,82	33,08	34,37	35,73	37,14	38,60	39,74	41,29	42,94	44,61	46,17	47,77	49,41	51,09	52,88	24	
25	28,73	29,93	31,17	32,47	33,81	35,22	36,66	38,21	39,79	41,02	42,73	44,50	46,36	48,04	49,80	51,62	53,50	55,47	25	
26	29,37	30,63	31,96	33,32	34,75	36,27	37,82	39,46	41,15	42,51	44,33	46,24	48,23	50,06	51,97	53,96	56,01	58,14	26	
27	30,01	31,36	32,72	34,21	35,72	37,32	39,01	40,74	42,54	44,00	45,96	48,00	50,15	52,14	54,21	56,36	58,60	60,91	27	
28	30,39	31,82	33,29	34,83	36,46	38,17	39,96	41,81	43,77	45,34	47,47	49,69	52,02	54,18	56,43	58,78	61,23	63,80	28	

Notes:

- Salary rates take into account increases in general salary increase parameters provided in clause 7.27 of the collective agreement.
- Steps in rankings 1 to 18 are annual steps.
- Beginning with ranking 19, steps 1 to 8 are semi-annual and steps 9 to 18 are annual.
- Flat rates are calculated on the basis of a 33-year career gain.

APPENDIX AA

JOB TITLE RANKINGS

JOB TITLE RANKINGS

Sectors[1]	Job Title #	Job Title	Ranking[2]	Flat Rate
3	5312	Administrative Officer, Class 1 –- Administrative Sector	9	
3	5311	Administrative Officer, Class 1 –- Clerical Sector	9	
3	5315	Administrative Officer, Class 2 –- Administrative Sector	8	
3	5314	Administrative Officer, Class 2 – Clerical Sector	8	
3	5317	Administrative Officer, Class 3 – Administrative Sector	6	
3	5316	Administrative Officer, Class 3 – Clerical Sector	6	
3	5319	Administrative Officer, Class 4 – Administrative Sector	4	
3	5318	Administrative Officer, Class 4 – Clerical Sector	4	
3	1109	Administrative Processes Specialist	-	
3	2101	Administrative Technician	14	
3	3241	Animal Attendant	4	
3	1258	Art Therapist	22	
3	2240	Assistant Head Dietetics Technician	16	
3	2236	Assistant Head Medical Electro-physiology Technician	17	
3	2234	Assistant Head Medical Technologist, Assistant Head Laboratory Technician	18	
3	2489	Assistant Head Nurse	21	
3	2242	Assistant Head of Archives	17	
3	1236	Assistant Head Physiotherapist	25	
3	2219	Assistant Head Radiology Technologist	19	
3	2248	Assistant Head Respiratory Therapist	20	
3	6387	Assistant Stationary Engineer	4	X
3	3505	Attendant in a Northern Institution	9	X
3	1254	Audiologist	23	
3	1204	Audiologist-Speech Therapist	23	
3	3245	Audiovisual Attendant	3	
3	1661	Audiovisual specialist	21	
3	2258	Audiovisual Technician	12	
3	3203	Autopsy Attendant	6	
3	1200	Bacteriologist	22	
3	6302	Baker/Pastry Cook	7	X
3	1559	Behavioural Officer	22	
3	3480	Beneficiary Attendant	9	X
3	3459	Beneficiary Attendant ("A" certificate)[3]	-	
3	3477	Beneficiary Attendant Team Leader[3]	10	X
3	1202	Biochemist	22	
3	1207	Biological and Health Physics Science Specialist	23	
3	1205	Biomedical Engineer	23	
3	2277	Biomedical Engineering Technical Coordinator	17	
3	2367	Biomedical Engineering Technician	15	

Sectors[1]	Job Title #	Job Title	Ranking[2]	Flat Rate
3	5130	Braille Production System Operator	5	
3	2360	Braille Technician	12	
3	1115	Building Consultant	24	
3	2374	Building Service Technician	15	
3	6303	Butcher	7	X
3	5324	Buyer	9	
3	6365	Cabinetmaker	10	X
3	6312	Cafeteria Cashier	3	X
3	2270	Cardio-respiratory Physiology Technician	14	
3	1913	Care Counsellor Nurse	23	
3	1521	Care Evaluation Specialist	22	
3	6364	Carpenter	9	X
3	1660	Child Care Worker	20	
3	3461	Child Nurse/Baby Nurse	12	
3	3224	Class "B" Technician	9	
3	6407	Cleaner	4	X
3	1407	Clinical Activities Specialist	22	
3	2284	Clinical Cytogenetics Technician	16	
3	2232	Clinical Instructor (Laboratory)	17	
3	2214	Clinical Instructor (Radiology)	18	
3	1917	Clinical Nurse Specialist	24	
3	2287	Clinical Perfusionist	23	
3	1573	Clinical Sexologist	23	
3	1291	Clinical specialist in Laboratory Medicine	28	
3	2247	Clinical Teacher (Inhalation Therapy)	19	
3	1234	Clinical Teacher (Physiotherapy)	24	
3	2275	Communications Technician	12	
3	1551	Community Organizer	22	
3	2375	Community Worker	16	
3	2123	Computer Technician	14	
3	2102	ContributionsTechnician	14	
3	6301	Cook	10	X
3	6299	Cook’s Helper	4	X
3	1544	Criminologist	22	
3	2271	Cytotechnologist	16	
3	1123	Data Processing Analyst	21	
3	5108	Data Processing Operator, Class I	8	
3	5111	Data Processing Operator, Class II	5	
3	2261	Dental Hygienist, Dental Hygiene Technician	16	
3	3218	Dental Technical Assistant	6	
3	2262	Dental Technician	14	
3	2257	Dietetics Technician	14	
3	1219	Dietitian-Nutritionist	22	
3	2363	Dispensing Optician	14	
3	2356	Documentation Technician	13	
3	6341	Door Attendant	1	X

Sectors[1]	Job Title #	Job Title	Ranking[2]	Flat Rate
3	6409	Draftsman	7	
3	3687	Education Instructor	8	
3	1651	Educational Techniques Officer	20	
3	2691-1	Educator, Class I	16	
3	2691-2	Educator, Class II	16	
3	6423	Electrical Mechanic	11	
3	6354	Electrician	10	X
3	2381	Electrodynamics Technician	13	
3	2241	Electro-encephalography (EEG) technician	14	
3	2371	Electro-mechanic Technician	13	
3	2369	Electronics Technician	14	
3	6370	Electronics Technician	9	X
3	6347	Elevator Attendant	2	X
3	6422	Establishment Guard	8	
3	1538	Ethics Counsellor	22	
3	5313	Executive Assistant	11	
3	1105	Finance Officer	20	
3	6386	Food Service Attendant	3	X
3	6317-1	Food Technician, Class I	9	
3	6317-2	Food Technician, Class II	9	
3	6380	Garage Mechanic	9	X
3	1540	Genagogist	20	
3	6388	General Caretaker	9	X
3	6414	General Helper	3	X
3	6415	General Helper in a Northern Institution	6	X
3	1539	Genetic Counsellor	23	
3	2285	Gerontology Technician	13	
3	2224	Graduate Medical Laboratory Technician	16	
3	2333	Graphics Arts Technician	12	
3	6438	Guard	4	
3	6340	Hairdresser	5	X
3	3598	Handicrafts or Occupational Therapy Instructor	8	
3	2699	Head of Module	18	
3	3588	Health and Social Services Aide	9	X
3	3201	Health Care Technical Assistant	5	
3	1121	Health Promotion Counsellor	20	
3	1534	Hearing Deficiencies Training Officer	22	
3	6355	Heavy Vehicle Driver	6	X
3	2278	Hemodynamics Technologist	16	
3	2280	Horticulture Technician	13	
3	6335	Housekeeping Attendant (Light Duty)	3	X
3	6334	Housekeeping Attendant(Heavy Duty)	3	X
3	1553	Humans Relations Officer	22	
3	2370	Industrial Electricity Technician	13	
3	2702	Industrial Hygiene Technician	16	
3	3585	Industrial Workshops Instructor	8	X

Sectors[1]	Job Title #	Job Title	Ranking[2]	Flat Rate
3	1244	Information Officer	20	
3	1106	Institution Counsellor	-	
3	2379	Instrumentation and Control Technician	14	
3	2688-1	Integration Officer, Class I	16	
3	2688-2	Integration Officer, Class II	16	
3	3545	Intervention Officer	8	
3	3555	Intervention Officer – Team Leader[3]	9	
3	3205	Laboratory or Radiology Technical Assistant	5	
3	6363	Labourer	4	X
3	6320	Launderer	4	X
3	6398	Laundry Attendant	3	X
3	1114	Lawyer	-	
3	5321	Legal Secretary	8	
3	2112	Legal Technician(3)	14	
3	1206	Librarian	20	
3	5289	Library Auxiliary	7	
3	3679	Lifeguard	6	X
3	2694-1	Living Unit or Rehabilitation Supervisor, Class I	18	
3	6367	Locksmith	8	X
3	6353	Machinist (Millwright)	11	X
3	6373	Maintenance Worker	6	X
3	1543	Maladjusted Children Counsellor	22	
3	6356	Master Electrician	12	X
3	6357	Master Plumber	10	X
3	2377	Mechanical Fabrication Technician	12	
3	2286	Medical Electro-physiology Technician	15	
3	2253	Medical Illustrator	12	
3	2254	Medical Photographer	12	
3	2251	Medical Records Archivist	15	
3	2282	Medical Records Archivist (Team Leader)	17	
3	5322	Medical Secretary	8	
3	2223	Medical Technologist	16	
3	3544	Medico-legal Intervention Officer	8	
3	3554	Medico-legal Intervention Officer – Team Leader[3]	9	
3	3259	Message Centre Attendant	3	
3	6360	Millwright	10	X
3	3465	Neighbourhood or Sector Worker	9	
3	2208	Nuclear Medicine Technologist	16	
3	2471	Nurse	19	
3	2473	Nurse (Institut Pinel)	19	
3	1912	Nurse Clinical Assistant Head Nurse, Nurse Clinician Assistant to the Immediate Superior	24	
3	1911	Nurse Clinician	22	
3	1907	Nurse Clinician (Institut Pinel)	22	
3	2462	Nurse Educator	19	
3	1916	Nurse Surgical First Assistant	24	

Sectors[1]	Job Title #	Job Title	Ranking[2]	Flat Rate
3	2459	Nurse Team Leader	20	
3	3455	Nursing Assistant	14	
3	3445	Nursing Assistant Team Leader	15	
3	1702	Occupational Hygienist	20	
3	1230	Occupational Therapist	23	
3	5119	Offset Duplicator	6	
3	3449	Operating Room Attendant	6	
3	3208	Ophthalmology Attendant	6	
3	1557	Orientation and Mobility Specialist	21	
3	1656	Ortho-pedagogist	22	
3	3247	Orthopedic Attendant	7	
3	2259	Orthoptist	17	
3	3262	Orthosis and/or Prosthesis Mechanic	10	
3	2362	Orthosis-Prosthesis Technician	15	
3	2491	Outpost/Northern Clinic Nurse	22	
3	6500	Pacification and Security Intervention Officer (Institut Pinel)	10	
3	6362	Painter	6	X
3	6262	Painting and Maintenance Attendant	6	X
3	1552	Pastoral Facilitator	20	
3	2203	Pathology Assistant	15	
3	1101	Personnel Officer	21	
3	3212	Pharmacy Technical Assistant	6	
3	1228	Physical Educator/Kinesiologist	20	
3	2295	Physical Rehabilitation Therapist	16	
3	6418	Physically Handicapped Beneficiaries Transport Attendant	5	X
3	1233	Physiotherapist	23	
3	3223	Physiotherapy and/or Occupational Therapy Attendant	7	
3	6395	Pipe Insulator	6	X
3	1565	Planning, Programming and Research Officer	22	
3	6368	Plasterer	5	X
3	6359	Plumber and/or Pipe-Mechanic	10	X
3	6344	Porter	3	X
3	6325	Presser	3	X
3	2368	Prevention Technician	13	
3	1104	Procurement Officer	20	
3	2106	Production Coordinator	10	
3	3543	Psychiatric Intervention Officer	8	
3	3553	Psychiatric Intervention Officer – Team Leader[3]	9	
3	1652	Psycho-educator, Psycho-social Rehabilitation Specialist	22	
3	1546	Psychologist, Human Behaviour Therapist (Reserved Title)	24	
3	2584	Psycho-social Research Technician	13	
3	2273	Psycho-technician	13	
3	2466	Quality Assurance and Emergency Medical Services Training Officer	17	
3	2205	Radio-diagnosis Technologist	16	
3	2222	Radiology Technologist (Information and Digital Imaging	17	

Sectors[1]	Job Title #	Job Title	Ranking[2]	Flat Rate
		system)		
3	2207	Radiotherapy Technologist	16	
3	3251	Reception Attendant	5	
3	3699	Recreation Instructor	7	
3	2696	Recreation Technician	13	
3	1658	Recreologist	20	
3	6366	Refrigeration Machinery Master Mechanic	11	X
3	6352	Refrigeration Machinery Mechanic	11	X
3	3462	Rehabilitation Assistant	9	
3	5187	Research Clerk	9	
3	6349	Residence Guard	6	X
3	2244	Respiratory Therapist	18	
3	1570	Reviser	23	
3	3229	Senior Orthopedic Attendant	8	
3	3215	Senior Pharmacy Technical Assistant	9	
3	3244	Service Aide	3	X
3	1572	Sexologist	22	
3	6374	Shoemaker	4	X
3	2588	Social Aide	14	X
3	2586	Social Work Technician	16	
3	1550	Social Worker	22	
3	1554	Sociologist	19	
3	2697	Sociotherapist (Institut Pinel)	17	
3	1560	Specialists in Rehabilitation for the Visually Impaired	21	
3	2124	Specialized Computer Technician	16	
3	1124	Specialized Data Processing Analyst	23	
3	2686	Specialized Education Technician	16	
3	2218	Specialized Radiation Oncology Technician	17	
3	2212	Specialized Radiology Technologist	17	
3	1915	Specialty Nurse Practitioner[4]	28	
3	1255	Speech Therapist	23	
3	6383-2	Stationary Engineer, Class II	10	X
3	6383-3	Stationary Engineer, Class III	9	X
3	6383-4	Stationary Engineer, Class IV	9	X
3	3481	Sterilization Attendant	6	
3	5141	Storekeeper	7	
3	5117	Storeroom Attendant	4	
3	3485	Stretcher Bearer	4	
3	6327	Tailor	4	X
3	2246	Technical Coordinator (Inhalation Therapy)	19	
3	2227	Technical Coordinator (Laboratory)	17	
3	2213	Technical Coordinator (Radiology)	18	
3	2276	Technical Co-ordinator in Medical Electro-physiology	16	
3	3467	Therapeutic Equipment Attendant	7	
3	6369	Tinsmith	10	X
3	1533	Training Officer	21	

Sectors[1]	Job Title #	Job Title	Ranking[2]	Flat Rate
3	2290	Transfusion Safety Clinical Officer	19	
3	2291	Transfusion Safety Technical Officer	19	
3	1241	Translator	19	
3	3204	Transport Attendant	3	
3	2217	Ultrasound Technician – Independent Practice	18	
3	3685	Unit and/or Pavilion Attendant	6	X
3	5323	Unit Supervising Clerk (Institut Pinel)	8	
3	5320	University Teaching Assistant	11	
3	6382	Upholsterer	7	X
3	6336	Vehicle Driver	6	X
3	1701	Vocational Guidance Counsellor, Counsellor in Supportive Relations	21	
3	6361	Welder	10	X
3	1703	Work Adaptability Counsellor	20	

Notes :

(1) 3 – Health and social services.

(2) Rankings for job titles in this Appendix are those noted as of the date of the signature of the collective agreement, without any endorsement of the unions.

(3) For the date of the creation or abolishment of job titles, as the case may be, refer to the collective agreement.

(4) Ranking 28 is applicable as of January 25, 2021.

APPENDIX BB

INTERN POSITIONS, HEALTH AND SOCIAL SERVICES

Job Title #	Job Title	Job Class	Reference Job Title	Adjustment %
1914	Specialty Nurse Practitioner Candidate	0	3-1915	97.5
2485	Nurse on Refresher Period	1	3-2471	90.0
2490	Candidate for the Practice of the Nursing Profession	1	3-2471	91.0
3456	Candidate for the Practice of the Nursing Assistant Profession	1	3-3455	91.0
3529	Nursing Assistant on Refresher Period	1	3-3455	90.0
4001	Nursing Extern	1	3-2471	80.0
4002	Respiratory Therapy Extern	1	3-2244	80.0
4003	Medical Technology Extern	1	3-2223	80.0
6375	Trade Apprentice, Step 1	1	2-5104; 2-5115; 3-6354; 3-6359; 4-C702; 4-C706	72.5
6375	Trade Apprentice, Step 2	1		75.0
6375	Trade Apprentice, Step 3	1		77.5
6375	Trade Apprentice, Step 4	1		80.0

PART III

LETTERS OF AGREEMENT

LETTER OF AGREEMENT NO. 1

REGARDING EMPLOYEES IN THE JOB CLASS OF HEALTH AND SOCIAL SERVICES TECHNICIANS AND PROFESSIONALS WORKING WITH CLIENTELE IN RESIDENTIAL AND LONG-TERM CARE CENTRES

ARTICLE 1 LUMP SUM

Beginning on the effective date of the collective agreement and ending on September 30, 2023, employees in the job class of health and social services technicians and professionals working in one or more activity centres or sub-centres covered by article 2 are entitled to a lump sum for each segment of seven hundred and fifty (750) actual hours worked with clientele in residential and long-term care centres.

The actual hours worked include overtime and exclude annual vacation, sick leave, and other paid leave.

Hours worked that enable an employee to receive a floating day off or monetary compensation in lieu of a floating day off in accordance with Appendices I, O and P of the collective agreement are not taken into account in the total number of hours computed for the purpose of obtaining the lump sum.

For each segment of seven hundred and fifty (750) hours actually worked, an employee will receive a lump sum of one hundred and eighty dollars ($180).

The lump sum is paid when the employee works the number of hours scheduled and no pro rata rate has been determined for the payment of the lump sum.

The lump sum is non-pensionable.

ARTICLE 2 ACTIVITY CENTRES AND SUB-CENTRES

2.01 The activity centres and sub-centres covered by this article are the following:

- 6060: Nursing care for individuals experiencing loss of independence;
- 6160: Basic care for individuals experiencing loss of independence;
- 6270: Residential and long-term care centre for adults with a psychiatric diagnosis;
- 6271: Long-term nursing care – institutionalized clientele;
- 6272: Long-term basic care – institutionalized clientele;
- 6273: Long-term nursing care – other clienteles with a psychiatric diagnosis;
- 6274: Long-term basic care – other clienteles with a psychiatric diagnosis.

2.02 If an activity centre or sub-centre code is modified during the term of the collective agreement, the Comité patronal de négociation du secteur de la santé et des services sociaux will notify the union and the list will be updated.

LETTER OF AGREEMENT NO. 2

REGARDING THE REHIRING OF RETIRED EMPLOYEES

The provisions of the collective agreement apply to retired employees who are rehired. They are then considered as part-time employees and are governed by the rules applying to part-time employees for the duration of their employment.

Nevertheless, such employees do not participate in the life, health and salary insurance plans, and they receive the employee benefits of a part-time employee who is not covered by these plans, as stipulated in paragraph 3 of clause 7.13 of the collective agreement.

LETTER OF AGREEMENT NO. 3

REGARDING THE PLAN FOR FAMILY-WORK-STUDY BALANCE LEAVE WITH INCOME AVERAGING

ARTICLE 1 DEFINITION

The purpose of the plan for family-work-study balance leave with income averaging (FWSB-IA) is to enable an employee to have her/his salary spread over a set period of time so as to have the benefit of a family-work-study balance leave covered by article 4.

The plan for FWSB-IA leave is not designed to provide benefits when an employee retires, or to defer income tax payments. It is not prescribed for tax regulation purposes.

The plan contains, on the one hand, a period during which an employee contributes, and on the other hand, a period of leave.

ARTICLE 2 DURATION OF THE PLAN

The plan for FWSB-IA leave may be six (6) or twelve (12) months long unless it is extended as a result of the application of the provisions in paragraph g) of article 7. The length of the plan includes the period of leave.

ARTICLE 3 DURATION OF THE LEAVE

The duration of the leave may be one (1) to eight (8) consecutive weeks. These weeks are non-divisible.

ARTICLE 4 CONDITIONS OF ELIGIBILITY TO THE FAMILY-WORK-STUDY BALANCE LEAVE PLAN WITH INCOME AVERAGING

a) Family leave

An employee may request a FWSB-IA leave plan to fulfill obligations relating to the employee's child, spouse, child of her/his spouse, father, mother, spouse of the employee's father or mother, brother, sister, or one of the employee's grandparents due to:

- serious illness or accident;
- end-of-life care;
- death abroad;
- serious disability;
- other reasons agreed upon locally.

b) Study leave

An employee may request a FWSB-IA leave plan to complete an internship in an institution in the health and social services sector.

The study leave must be taken during the last weeks of the FWSB-IA leave plan.

To request a FWSB-IA leave plan, an employee must also satisfy the conditions for eligibility stated in article 5.

ARTICLE 5 CONDITIONS FOR ELIGIBILITY

To be eligible for the FWSB-IA leave plan, the employee must meet the following conditions:

a) hold a position;

b) have completed one (1) year of service;

c) submit a written request specifying:

- the length of participation in the FWSB-IA leave plan;
- the length of the leave;
- when the leave is to be taken;
- the reason for the leave, as provided in article 4.

These details must be agreed upon and recorded in the form of a written contract with the employer that also includes the provisions of the plan.

d) provide a supporting document relevant to the request, which must conform to one of the reasons covered in article 4;

e) not be on disability leave, leave related to parental rights, leave without pay, leave with deferred pay, or in a work arrangement or four (4)-day work week with reduced work time at the time the contract comes into effect.

ARTICLE 6 RETURN TO WORK

At the end of her/his leave, the employee may resume the position or assignment she/he held at the time of her/his departure if this assignment continues upon her/his return.

The employee may decide unilaterally to end her/his leave with a view to returning to her/his position or assignment. However, the parties may agree locally on the terms and conditions related to the employee's early return, in which case the provisions stipulated in paragraph l) of article 7 apply.

In all cases, if the position the employee held at the time of her/his departure is no longer available, the employee must use the bumping and/or layoff procedure provided for in the collective agreement.

ARTICLE 7 TERMS OF APPLICATION

a) Salary

For the duration of the plan, the employee receives a percentage of the salary on the applicable salary scale that she/he would be receiving if she/he were not participating in the plan, including, where applicable, the responsibility premium or supplement and additional

remuneration provided for in article 4 of Appendix C, article 6 of Appendix E, article 6 of Appendix F and article 2 of Appendix H. The applicable percentage is determined according to the following table:

DURATION OF LEAVE	DURATION OF FWSB-IA LEAVE PLAN	
	Six (6) months	Twelve (12) months
One (1) week	96.2%	98.1%
Two (2) weeks	92.3%	96.2%
Three (3) weeks	88.5%	94.2%
Four (4) weeks	84.7%	92.3%
Five (5) weeks	80.8%	90.4%
Six (6) weeks	77.0%	88.5%
Seven (7) weeks	73.2%	86.6%
Eight (8) weeks	69.3%	84.7%

The other premiums are paid to the employee in accordance with the provisions of the collective agreement, providing she/he is normally entitled to them, as if she/he were not participating in the FWSB-IA leave plan. However, the employee is not entitled to these premiums during the period of leave.

During the leave, the employee may not receive any other remuneration from the employer.

b) Pension plan

During a leave of thirty (30) days or less, an employee continues to participate in the pension plan.

In the event of a leave of more than thirty (30) days, an employee may continue to participate in the pension plan provided he/she pays her/his contributions.

For the duration of the plan, the employee's contributions to the pension plan are calculated on the basis of the salary she/he would receive if she/he were not participating in the FWSB-IA leave plan. The employee is then credited the eligible service and salary for the period during which she/he participates in the pension plan.

c) Seniority

An employee retains and accumulates seniority during her/his leave.

d) Annual vacation

An employee is deemed to be accumulating service for the purpose of annual vacation during her/his leave.

For the duration of the FWSB-IA leave plan, annual vacation is paid as a percentage of the employee's salary as provided in paragraph a) of article 7.

The employee is deemed to have taken the amount of paid annual vacation to which she/he is entitled, prorated to the length of the leave.

e) Sick leave

An employee is deemed to be accumulating days of sick leave during her/his leave.

For the duration of the FWSB-IA leave plan, days of sick leave, whether they are used or not, are remunerated according to the percentage provided in paragraph a) of article 7.

f) Salary insurance

In the event that a disability occurs during the FWSB-IA leave plan, the following provisions apply:

1- If the disability occurs during the leave, it is presumed not to have occurred. If the employee is still disabled at the end of the leave, she/he receives, for as long as she/he is eligible and after having exhausted the prescribed waiting period, salary insurance benefits calculated on the percentage of her/his salary as stipulated in paragraph a) of article 7, in accordance with the provisions of clause 23.29 of the collective agreement. If the date on which the contract is terminated arrives while the employee is still disabled, full salary insurance benefits apply.

2- If the disability occurs before the leave has been taken, the employee receives, after having exhausted the prescribed waiting period, salary insurance benefits calculated on the percentage of her/his salary as stipulated in paragraph a) of article 7, in accordance with the provisions of clause 23.29 of the collective agreement. However, if the employee is still disabled on the date the leave is scheduled to begin, this situation amounts to the withdrawal of the FWSB-IA leave plan, and the provisions of paragraph l) of article 7 apply.

3- If the employee's disability occurs after the leave, the employee receives, for as long as she/he is eligible and after exhausting the waiting period, salary insurance benefits calculated on the percentage of her/his salary as provided in paragraph a) of article 7, in accordance with clause 23.29 of the collective agreement. If the employee is still disabled at the end of the FWSB-IA leave plan, she/he receives full salary insurance benefits.

g) Leave of absence without pay

If the number of days of leave or absences without pay total five (5) days or less during the FWSB-AI leave plan, the employee has her/his participation in the plan extended for the number of days of leave or absences without pay she/he has during that period.

If the number of days of leave or absences without pay total five (5) days or more during the FWSB-AI leave plan, this situation leads to the withdrawal of the plan, and the provisions of paragraph l) of article 7 apply.

h) Leave with pay

For the duration of the FWSB-IA leave plan, leaves with pay not covered in the letter of agreement will be remunerated according to the percentage of the salary provided in paragraph a) of article 7.

Leaves with pay that occur during the FWSB-IA leave plan are deemed to have been taken.

i) Floating days off

During the leave, an employee is deemed to be accumulating service for the purposes of floating days off.

For the duration of the FWSB-IA leave plan, floating days off are remunerated according to the salary percentage provided in paragraph a) of article 7.

j) Maternity leave, paternity leave, leave for adoption and protective leave

If the maternity leave, paternity leave, leave for adoption or protective leave occurs during the FWSB-IA leave plan, these leaves lead to the withdrawal of the FWSB-IA leave plan, and the provisions of paragraph l) of article 7 apply.

k) Layoff

In the case of an employee who is laid off, the contract ends on the date of the layoff and the provisions in paragraph l) of article 7 apply.

However, an employee with job security as described in clause 15.03 continues to participate in the FWSB-IA leave plan for as long as she/he remains employed, failing which the contract expires on the date of termination of employment, and the provisions in paragraph l) of article 7 apply.

l) Breach of contract due to termination of employment, retirement, withdrawal, or death

1- If the leave has been taken, the employee must reimburse, without interest, the salary she/he received during the leave in proportion to the period of time that remains in the plan in relation to the period of contribution.

2- If the leave has not been taken, the employee is reimbursed in the amount corresponding to the contributions deducted from her/his salary up to the date of breach of contract (without interest).

3- If the leave is underway, the amounts owed by either party are calculated as follows: the amount received by the employee during her/his leave minus the amounts deducted from the employee's salary in fulfilment of her/his contract. If the balance thus obtained is negative, the employer reimburses it (without interest) to the employee; if the balance obtained is positive, the employee reimburses it to the employer (without interest).

m) Dismissal

In the event that an employee is dismissed during the course of the plan, the contract is terminated on the date the dismissal takes effect, and the provisions of paragraph l) of article 7 apply.

n) Recovery of amounts due

In the event of a breach of contract, the amounts due are payable within ten (10) days of the claim. Furthermore, if the employee owes money to the employer, the employer may recover the amounts owed by deducting them from the employee's last pay. If the amount is insufficient, the amount owed becomes a debt owed in total by the employee or her/his heirs within ten (10) days of the date of the notice the employer sends to the last known address. Failing payment, interest at the legal rate is due.

By local agreement, the parties may modify the recovery terms and conditions in this paragraph.

o) Part-time employee

A part-time employee may request to participate in the FWSB-IA leave plan for family or study reasons as defined in article 4. She/he may only take her/his leave during the last weeks of the plan.

The salary she/he receives during her/his leave is based on the average number of hours worked, excluding overtime, during the period of contribution provided in the FWSB-IA leave plan.

Benefits provided for in clauses 7.13 of the collective agreement, clause 4.03 and article 9 of Appendix I and clauses 2.03 of Appendix O and 2.03 of Appendix P are calculated and paid on the basis of the salary percentage provided in paragraph a) of article 7.

Notwithstanding the above, a part-time employee who applies for an FWSB-IA leave plan for family reasons, as defined in article 4, can take the leave at the beginning of the FWSB-IA plan.

In that case, the salary that the part-time employee receives during the leave is based on the number of work shifts stipulated for her/his position or the average of the number of shifts she/he worked per week during the last twelve (12) months, according to the most advantageous option for the employee. The employee must then reimburse, without interest, the salary she/he received during the leave, spread out over the period remaining in the FWSB-IA leave plan and according to the employee's period of contribution.

p) Change of status

An employee whose status changes during her/his participation in the FWSB-IA leave plan may exercise one of the following two (2) options:

1- She/he may end her/his contract under the conditions provided in paragraph l) of article 7;

2- She/he may continue to participate in the FWSB-IA leave plan and is then treated as a part-time employee.

However, a full-time employee who becomes a part-time employee after taking her/his leave is deemed to still be a full-time employee for the purposes of determining her/his contribution to the FWSB-IA leave plan.

q) Group insurance plans

During a leave of thirty (30) days or less, and subject to the provisions of clause 23.26 of the collective agreement, an employee continues to benefit from the basic life insurance plan and may maintain coverage under the insurance plans by paying all the necessary contributions and premiums to this effect as though she/he were not participating in the FWSB-IA leave plan, in accordance with the clauses and stipulations of the insurance contract in force.

During a leave of thirty (30) days or more, an employee continues to benefit from the basic life insurance plan and may maintain coverage under the insurance plans by paying all the necessary contributions and premiums to this effect in accordance with the clauses and stipulations of the insurance contract in force. However, subject to the provisions of clause 23.26 of the collective agreement, her/his participation in the basic health insurance plan is mandatory, and she/he must pay all the necessary contributions and premiums to that effect.

While the plan is in effect, and regardless of the duration of the FWSB-IA leave, the insurable salary is that provided in paragraph a) of article 7. However, an employee may maintain an insurable salary based on the salary that would be paid if she/he were not participating in the plan, by paying the extra part of the applicable premiums.

r) Voluntary transfers

An employee may apply for a position and obtain it in accordance with the provisions of the collective agreement, provided that the residual portion of her/his leave is such that she/he can begin work within thirty (30) days of being awarded the position.

ARTICLE 8 REQUALIFICATION FOR THE FWSB-IA LEAVE PLAN

To submit a new request under the FWSB-IA leave plan, an employee must meet the following two (2) conditions, in addition to the conditions set out in articles 4 and 5:

1- During the twelve (12) months preceding the new request, not have received leave without pay for more than thirty (30) days within the meaning of clause 18.02 of the collective agreement;

2- A period of twelve (12) months must have elapsed since the end date of the most recent FWSB-IA leave.

By local agreement, the parties may modify the terms and conditions of paragraphs 1 and 2 of this article.

LETTER OF AGREEMENT NO. 4

REGARDING THE PROVINCIAL COMMITTEE ON STRUCTURAL CHANGES IN THE HEALTH AND SOCIAL SERVICES SECTOR

The provincial parties agree to create a committee on problems and issues related to staff transfers resulting from structural changes in the health and social services sector.

The committee's terms of reference are to:

A- become acquainted with and analyze problems submitted by either party in relation to staff transfers resulting from structural changes in the system;

B- make recommendations to the Minister of Health and Social Services.

The committee agrees on the parties' representation and on operating rules.

LETTER OF AGREEMENT NO. 5

REGARDING THE ESTABLISHMENT OF A NATIONAL INTER-UNION COMMITTEE TO MODIFY THE LIST OF JOB TITLES, JOB DESCRIPTIONS AND SALARY RATES AND SCALES IN THE HEALTH AND SOCIAL SERVICES SECTOR

Within sixty (60) days following the effective date of the collective agreement, the parties will set up a national inter-union committee to review the mechanism for modifying the list of job titles, job descriptions and salary rates and scales in the health and social services sector (list of job titles).

COMMITTEE'S MANDATE

The committee's terms of reference are to analyze:

- the collective mechanisms for modifying the list of job titles;
- the operating procedure of the national committee on jobs;
- job evaluation procedures;
- the arbitration procedure provided in article 8.

The committee will prepare a report and make recommendations to the parties no later than June 30, 2022.

The parties may implement joint recommendations during the term of the collective agreement.

COMPOSITION OF THE COMMITTEE

The committee is composed of eleven (11) members designated as follows:

- three (3) representatives of the employer party;
- eight (8) representatives of the union party (one (1) each from the FSSS-CSN, FP-CSN, APTS, SCFP-FTQ, SQEES-298-FTQ, FSQ-CSQ, FIQ and SPGQ).

The parties may call on additional representatives, as needed.

LETTER OF AGREEMENT NO. 6

REGARDING EMPLOYEES WORKING WITH CLIENTELE WITH SERIOUS BEHAVIOURAL DISORDERS

ARTICLE 1 LUMP SUM

Beginning on the effective date of the collective agreement and ending on September 30, 2023, employees who hold one or several job titles within the same group of job titles covered by article 3 and who work in one or more activity centres or sub-centres covered in article 4 are entitled to a lump sum for each segment of five hundred (500) actual hours worked with clientele with serious behavioural disorders.

Actual hours worked include overtime and exclude annual vacation, sick leave, and other paid leave.

Hours worked that entitle an employee to a floating day off or monetary compensation in lieu of a floating day off in accordance with Appendices I, O and P of the collective agreement are not taken into account in the total number of hours computed for the purposes of obtaining the lump sum.

For each segment of five hundred (500) actual hours worked, an employee will receive a lump sum according to the relevant group of job titles:

Group of job titles	Lump sum per 500 hours actually worked
1000-1999	$360
2000-2999	$295
3000 or higher	$195

The lump sum is paid when the employee works the number of hours scheduled and no pro rata rate has been established for the payment of the lump sum.

The lump sum is non-pensionable.

ARTICLE 2 PAID DAY OFF

An employee who holds a full-time position may, upon agreement with the employer in relation to taking a paid day off, obtain one (1) paid day off in lieu of the lump sum to which she/he is entitled, provided the following conditions are met:

- the employee informs the employer of her/his choice before completing her/his period of five hundred (500) actual hours worked;
- the employee uses the paid day off during the year in progress, and no later than September 30, 2023.

However, an employee who holds a job title in one of the groups of job titles for nursing or nursing assistants or any of the groups of job titles listed below is not entitled to a paid day off:

- Audiologist (1254)

- Audiologist-speech therapist (1204)
- Beneficiary attendant (3480)
- Beneficiary attendant (team leader) (to be determined)
- Occupational therapist (1230)
- Physiotherapist (1233)
- Psychologist (1546)
- Social worker (1550)
- Speech therapist (1255)

ARTICLE 3 JOB TITLE BY GROUP OF JOB TITLES

The job titles covered by this letter of agreement are listed below by group of job titles:

1- **Codes 1000 to 1999:**

- Art therapist (1258)
- Audiologist (1254)
- Audiologist-speech therapist (1204)
- Clinical activities specialist (1407)
- Community organizer (1551)
- Criminologist (1544)
- Human relations agent (1553)
- Nurse clinician assistant head nurse or Nurse clinician assistant to the immediate superior (1912)
- Nurse clinician (1911)
- Occupational therapist (1230)
- Speech therapist (1255)
- Physical educator (1228)
- Physiotherapist (1233)
- Psycho-educator, Psycho-social rehabilitation specialist (1652)
- Psychologist, human behaviour therapist (1546)
- Social worker (1550)
- Vocational guidance counsellor, Counsellor in supportive relations (1701)
- Work adaptability counsellor (1703)

2- **Codes 2000 to 2999:**

- Assistant head nurse or Assistant to the immediate superior (2489)
- Community worker (2375)

- Educator (2691)
- Head of a living or rehabilitation unit (2694)
- Nurse (2471)
- Nurse team leader (2459)
- Social aide (2588)
- Social work technician (2586)
- Specialized education technician (2686)
- Recreation intervention technician (2696)
- Physiotherapy technologist (2295)

3- **Codes 3000 and higher:**

- Beneficiary attendant (3480)
- Beneficiary attendant team leader (to be determined)
- Driver (6336)
- Establishment guard (6422)
- Guard (6438)
- Handicrafts or occupational therapy instructor (3598)
- Health and social services aide (3588)
- Industrial workshop instructor (3585)
- Intervention officer (3545)
- Intervention officer team leader (to be determined)
- Medico-legal intervention officer (3544)
- Medico-legal intervention officer team leader (to be determined)
- Nursing assistant (3455)
- Rehabilitation assistant (3462)
- Residence guard (6349)
- Unit or pavilion attendant (3685)

ARTICLE 4 ACTIVITY CENTRES AND SUB-CENTRES

4.01 Activity centres and sub-centres are the following:

- 5202 Request for intervention with young offenders (YCJA)
- 5203 Method of access (YPA – YCJA – ARHSSS)
- 5400 Assistance and support for youth and families (YPA – YCJA – ARHSSS)
- 5401 Assistance and support for youth and families (YCJA)
- 5402 Assistance and support for youth and families (YPA – ARHSSS)

- 5410 Support for mental health services (ARHSSS)
- 5500 Living unit for youth (YPA – YCJA – ARHSSS)
- 5501 Living unit for youth – open custody (YPA – YCJA)
- 5502 Living unit for youth – closed custody (YPA – YCJA)
- 5503 Living unit for youth - regular (YPA – ARHSSS)
- 5504 Living unit for youth – mental health (YPA – YCJA – ARHSSS)
- 5600 External services (YPA – YCJA – ARHSSS)
- 5860 Youth health (YPA – YCJA – ARHSSS)
- 5917 Psychosocial services for youth in difficulty and their families and Crise-Adolescence-Famille-Enfance program (CAFE)
- 6670 Specialized drug addiction services– admitted users
- 6682 External drug addiction services for the following programs only:
    - Alternative treatment;
    - Clinique Cormier Lafontaine;
    - Drug addiction and justice team (Équipe toxico-justice);
    - Emergency triage;
    - Homelessness and no fixed address (Équipe itinérance et sans domicile fixe);
    - Youth intervention team in YCs.
- 6690 Intervention unit for short drug addiction treatment
- 6940 Institutionalization – Intellectual or physical disabilities and pervasive developmental disorders
- 6945 Institutionalization – Intellectual disabilities and pervasive developmental disorders
- 6946 Institutionalization – Physical disabilities
- 6984 Group homes – Physical disabilities
- 6985 Mental health group homes – Youth 0-17 years
- 6989 Group homes – Youth in difficulty (YPA – YCJA – ARHSSS)
- 7000 Activity day centre
- 7010 Workshop
- 7040 Residential resources – Continuous residential assistance
- 7041 Residential resources – Continuous residential assistance (intellectual disabilities and pervasive developmental disorders)
- 7042 Residential resources – Continuous residential assistance (physical disabilities)
- 7690 External users transportation
- 7710 Security

- 8022 Rehabilitation for adults – traumatic brain injuries
- 8032 Rehabilitation for children – traumatic brain injuries
- 8054 Adaptation and rehabilitation and mobile intervention team
- 8090 Intensive functional rehabilitation unit

For activity centres 7690 (external users transportation) and 7710 (security), only covered employees who work directly with clientele with serious behavioural disorders who receive care and services in the above-listed activity centres or sub-centres are entitled to a lump sum in accordance with the terms and conditions set out in this letter of agreement.

4.02 Only the activity centres and sub-centres that are the subject of a specific authorization of the Comité patronal de négociation du secteur de la santé et des services sociaux (CPNSSS) in accordance with Schedule 4 of Ministerial Circular 2013-022 are also included by way of this letter of agreement provided that they continue to offer care and services to clienteles with serious behavioural disorders.

4.03 If an activity centre or sub-centre code is modified during the term of the collective agreement, the CPNSSS will notify the union and the list will be updated.

LETTER OF AGREEMENT NO. 7

REGARDING EMPLOYEES WHO HAVE TAKEN THE ORIENTATION COURSE ON DEALING WITH BENEFICIARIES

The provisions of this letter of agreement apply to employees working for the following institutions:

- Centre intégré de santé et de services sociaux du Bas-St-Laurent;
- Centre intégré universitaire de santé et de services sociaux de l'Est-de-l'Île-de-Montréal;
- Centre intégré universitaire de santé et de services sociaux de l'Estrie – Centre hospitalier universitaire de Sherbrooke;
- Centre intégré universitaire de santé et de services sociaux de l'Ouest-de-l'Île-de-Montréal;

An employee who has taken the orientation course on dealing with beneficiaries and passed the examination receives a weekly premium of:

Rate 2020-04-01 to 2021-03-31 ($)	**Rate 2021-04-01 to 2022-03-31 ($)**	**Rate as of 2022-04-01 ($)**
9.91	10.11	10.31

LETTER OF AGREEMENT NO. 8

REGARDING THE NUMBER OF CHILD NURSES/BABY NURSES AND NURSING ASSISTANTS TO BE REGISTERED WITH THE SNMO

The parties agree to the following:

1- that the number of child nurses/ baby nurses and nursing assistants with job security who are registered with the national workforce planning service (SNMO) may not exceed sixty-three (63);

2- that this limit will remain in effect for the duration of the collective agreement;

3- that no employer may proceed with layoffs that result in child nurses/ baby nurses or nursing assistants with job security being registered on the SNMO list if the limit of sixty-three (63) has already been reached;

4- in the event that there are fewer than sixty-three (63) child nurses/baby nurses or nursing assistants with job security who are registered with the SNMO, the joint provincial committee on job security will check whether the new registrations raise the number to more than sixty-three (63).

LETTER OF AGREEMENT NO. 9

REGARDING THE SOCIAL REINTEGRATION OF BENEFICIARIES WITH AN INTELLECTUAL IMPAIRMENT OR MENTAL HEALTH PROBLEMS

ARTICLE 1 PURPOSE

1.01 This letter of agreement is concluded for the purpose of specifying the provisions applicable to an employee holding a position who is transferred or whose position is abolished as a direct or indirect result of some or all of the beneficiaries being transferred out of an institution as part of a social reintegration program.

This letter of agreement also applies to employees holding a position who are transferred or whose position is abolished following a second social reintegration program in which beneficiaries who have already been moved out of the institution are transferred to another type of residential facility.

1.02 The collective agreement continues to apply, subject to this letter of agreement.

ARTICLE 2 CONSULTATION OF THE MULTIDISCIPLINARY TEAM

2.01 The employer undertakes to set up one or more multidisciplinary teams for each unit or service that is composed in part of employees working directly with beneficiaries.

2.02 The employer consults the multidisciplinary team prior to transferring some or all of the beneficiaries outside the institution.

The multidisciplinary team assesses needs, develops the intervention plan required for each beneficiary and, where applicable, recommends the appropriate type of residential facility for each beneficiary.

2.03 The employer promises to take into consideration the recommendations of the multidisciplinary team.

ARTICLE 3 JOB SECURITY, UPGRADING AND RETRAINING

3.01 In the case of a social reintegration program that leads to employees being transferred or positions being abolished in an institution, the employer meets with the local labour relations committee before implementing the program in order to discuss the implications of the process for employees covered by this letter of agreement.

3.02 The provisions of this article are in addition to those already set out in the collective agreement and apply to all employees holding a position, regardless of their seniority.

3.03 Employees are covered by one of the clauses stipulated in article 14 and benefit from the related provisions.

3.04 Employees who do not have a job following the application of the bumping procedure are registered on the institution's replacement team.

3.05 The provisions stipulated in clause 15.01, those concerning the maintenance of benefits in clause 15.03 and those concerning the reassignment procedure in clause 15.05 apply to such employees.

3.06 In such cases, the employer may offer employees an upgrading or retraining program in order to facilitate their reassignment to positions that eventually become available in the institution.

3.07 Employees covered by the preceding clauses may refuse to participate in any retraining program offered by the employer that is necessary to perform the duties entrusted to them, provided they have a valid reason. Should an employee not have a valid reason, she/he is deemed to be part of the institution's recall list.

3.08 The upgrading or retraining programs are offered free of charge to the employees concerned, and they continue to receive remuneration equal to what they would receive if they were working.

3.09 Employees without access to a position under clause 3.06 of this letter of agreement and those who refuse to participate in a retraining program with a valid reason are registered on the SNMO list and benefit from the provisions of clauses 15.05 and 15.17 of the collective agreement.

ARTICLE 4 APPLICATION

4.01 Employees who have not been reassigned under the provisions set out in article 3 of this letter of agreement may make special arrangements with the employer for severance pay, early retirement, etc. These arrangements are valid once they are approved by the union in writing.

4.02 For the purposes of applying this letter of agreement, employees who are transferred beyond a fifty kilometre (50 km) radius are entitled to a reassignment premium equal to three (3) months' salary and the reimbursement of moving expenses provided for in the collective agreement.

To be entitled to these reimbursements, the employee must move within a maximum of six (6) months of the date she/he starts working in her/his new position.

4.03 Any disagreement about the application of this letter of agreement is submitted to the arbitration procedure provided for in the collective agreement.

However, in the case of a disagreement concerning the application of article 2 of this letter of agreement, the local parties agree to submit the case to an arbitrator within ten (10) days of the employer's decision in regard to a personalized service plan or intervention plan. The arbitrator must render a decision within five (5) days of receiving the grievance.

The arbitrator's role with regard to article 2 of this letter of agreement is to verify whether the consultation procedure provided for in this article has been validly followed. The arbitrator cannot verify the personalized service plan or intervention plan itself.

If the arbitrator deems that the consultation procedure was not validly followed, the arbitrator orders the employer to meet with the multidisciplinary team and receive its recommendations.

The time limits provided for in this article are mandatory and are included in the process leading to the transfer of beneficiaries outside the institution.

4.04 This letter of agreement cannot be invoked as a precedent.

LETTER OF AGREEMENT NO. 10

REGARDING CERTAIN NURSING ASSISTANTS

A nursing assistant employed by the institution on June 15, 2000 who is entitled to the professional development premium provided for in clause 3.02 of Appendix C of the 1995-1998 CUPE-CHP collective agreement continues to be entitled to it for as long as she/he remains employed in this job title.

LETTER OF AGREEMENT NO. 11

REGARDING OCCUPATIONAL HEALTH AND SAFETY

1- The parties at the provincial level agree to set up a provincial occupational health and safety committee within thirty (30) days of signing this letter of agreement.

2- The committee is made up of two (2) individuals representing the union and two (2) individuals representing management.

3- The parties agree on the committee's terms of reference and its operating rules. Unless the parties agree otherwise, the issues discussed by the committee must not be those discussed by the forum on the overall health of employees.

LETTER OF AGREEMENT NO. 12

REGARDING THE JOINT LOCAL INTER-UNION COMMITTEE ON FAMILY-WORK-STUDY BALANCE

The bargaining parties recommend that the local parties establish, by local agreement, a joint inter-union committee on family-work-study balance (FWSB), with the following mandate, if applicable:

- identify FWSB needs by consulting with employees;
- analyze the data collected;
- suggest measures tailored to the needs of employees and the realities of the workplace, and, if applicable, study opportunities to implement these measures through pilot projects.

The local parties will determine the composition, role and operations of the committee.

In the event that a joint inter-union committee on FWSB is not established, the parties, by local agreement, may discuss the above terms of reference with the local labour relations committee.

LETTER OF AGREEMENT NO. 13

REGARDING REORGANIZATION PLANS

In the context of any planned change or reorganization resulting in the application of any clauses from 14.01 to 14.07 of the collective agreement, the employer undertakes to meet with the union before making any final decision to give it an opportunity to propose any alternatives, suggestions or changes that may help meet the institution's objectives.

The employer provides the union with the following information:

- the nature of the planned change or reorganization;
- the reasons behind the change or reorganization and the objectives pursued;
- the services or departments (or work units) in the institution likely to be affected by the planned change or reorganization;
- the projected timetable for making decisions and the planned implementation schedule;
- any other relevant information.

LETTER OF AGREEMENT NO. 14

REGARDING PROFESSIONAL SUPERVISION OF NEWLY HIRED NURSING AND CARDIO-RESPIRATORY STAFF

Scope

The provisions of this letter of agreement deal with the professional supervision of employees hired in one of the job titles in the list of job titles, job descriptions and salary rates and scale in the class of nursing and cardio-respiratory personnel who have fewer than two (2) years of practice in their job.

Annual professional supervision budget

Beginning on the date the collective agreement comes into force, and until March 30, 2023, the employer sets aside a budget allocated for professional supervision from April 1 to March 31 of each year. This budget is equal to 0.19% of the previous fiscal year's total payroll[1] for employees in the bargaining unit.

The parties will agree locally on how to disperse the budget.

Transitional provision

For the 2021-2022 fiscal year, the budget is prorated to the period between the effective date of the collective agreement and March 31, 2022.

[1] The total payroll is the amount paid in basic salaries, for the preceding fiscal year, as set out in the list of job titles, job descriptions and salary rates and scales in the health and social services sector, leave with pay, days of sick leave and salary insurance, plus employee benefits paid as a percentage (vacations, statutory holidays, sick leave and, if applicable, salary insurance) to part-time employees. Payroll excludes supplements, premiums and additional remuneration.

LETTER OF AGREEMENT NO. 15

REGARDING THE CREATION OF A NATIONAL WORKING COMMITTEE ON TELEWORK, SPECIFIC UNITS AND CONTRACTS FOR SERVICES (CONTRACTS WITH A THIRD PARTY)

Within sixty (60) days following the effective date of the collective agreement, the parties will form a national working committee regarding telework, specific units and contracts for services (contracts with a third party).

COMMITTEE'S TERMS OF REFERENCE

The committee has the mandate to make recommendations to the bargaining parties on the following subjects:

- telework;
- assessment of the relevance of defining specific units and the conditions specific to employees who work there;
- contracts for services (contracts with a third party), particularly the following items:
    - transmission of information to the union before signing a contract for services (contract with a third party);
    - consequences of the presence of volunteers, interns and subcontractors for employees;
    - consequences of contracts for services (contracts with a third party) for employees;
    - any other topic agreed upon by the parties.

The committee must provide the bargaining parties with a final report, either jointly or severally, no later than March 30, 2023.

COMPOSITION OF THE COMMITTEE

The committee is composed of four (4) representatives of the employer party and four (4) representatives of the FTQ.

LETTER OF AGREEMENT NO. 16

REGARDING TENURE FOR ALL PART-TIME EMPLOYEES IN NURSING AND CARDIO-RESPIRATORY CARE

Subject to special provisions, this letter of agreement applies only to institutions that have not completed the process of having every employee hold a position by the date on which the collective agreement comes into force.

This letter of agreement applies as of the date agreed upon by the local parties for employees to hold positions in accordance with the definition provided in clause 2.01 of Appendix S, but no more than six (6) months after the stipulations negotiated and agreed upon at the local or regional level come into force.

The employer determines the necessary number of part-time employees.

An employee who refuses to apply for a position is deemed to have resigned.

An employee who applies for one or more positions in the institution and who has not been able to obtain a position by the end of the staffing process is laid off and registered with the national workforce planning service (SNMO), and is covered by the provisions on employment priority or job security, if applicable.

If, however, an employee has not been able to obtain a position by the end of the staffing process and vacancies remain for which she/he meets the normal requirements of the job, she/he is deemed to have applied for these positions. If she/he refuses such a position, she/he is deemed to have resigned.

Special provisions

When there is an integration of activities under section 330 of the Act respecting health services and social services (CQLR, c. S-4.2) or an amalgamation of institutions under section 323 of the same Act, the integrating institution or the new institution resulting from the amalgamation is subject to the provisions of this letter of agreement as well as the possibility for the local parties to opt out, if applicable, from the provisions of Appendix S of the collective agreement.

The same stipulation applies when a private institution under agreement acquires the business of another private institution and integrates the other institution's activities with its own, or is amalgamated with the other institution.

LETTER OF AGREEMENT NO. 17

REGARDING THE ARRANGEMENT OF WORK TIME

1- Scope

The provisions of this letter apply to employees who hold full-time positions and work evening, night or rotating shifts during a regular work week spread over five (5) days. They also apply to employees who work the day shift and have three (3) years of service or more.

Work time arrangements are made on an individual and voluntary basis.

2- Terms and conditions for the arrangement of work time

The local parties negotiate the terms and conditions for the arrangement of work time, namely:

- Date of coming into force;
- Length of arrangement of work time requests;
- The way in which the day or days freed up by a full-time employee are reassigned, with priority going to employees in the service or otherwise as agreed upon by the local parties.

A) Day or evening shift

An employee holding a full-time position on the evening shift who chooses to work a nine (9)-day schedule per fourteen (14)-day period is entitled to one (1) day of paid time off per fourteen (14)-day period by the reduction of twelve (12) statutory holidays, ten (10) days of annual leave and three (3) days of sick leave.

The same provisions apply to employees who hold a full-time position on the day shift and have three (3) years of service or more.

B) Night shift

a) An employee holding a full-time position on the night shift who chooses to work a nine (9)-day schedule per fourteen (14)-day period is entitled to one (1) day of paid vacation per fourteen (14)-day period by converting her/his night-shift premium to time off. In this case, clauses 1.02 et seq. of Appendix N apply.

b) An employee holding a full-time position on the night shift who chooses to work an eight (8)-day schedule per fourteen (14)-day period is entitled to two (2) days of paid leave per fourteen (14)-day period:

   i) by converting part of her/his night-shift premium into time off for the equivalent of twenty-five (25) days,

   ii) by the reduction of twelve (12) days of statutory holidays, ten (10) days of annual leave and three (3) days of sick leave,

iii) An employee who is unable to convert more than twenty-five (25) days by using all of her/his night-shift premium may:

- convert all her/his excess days in order to reduce the number of annual leave days provided under sub-paragraph ii) by a corresponding number. Any excess amount that does not constitute a full day is paid;

or

- be paid the unconverted portion of the night-shift premium within thirty (30) days of each anniversary date of the employee's work time arrangement.

For the purpose of applying this sub-paragraph, these excess days are:

- For the 14% premium: 2 days;
- For the 15% premium: 3.7 days;
- For the 16% premium: 5.3 days.

iv) For any absence for which the employee receives remuneration, allowances or benefits, her/his salary, or, as the case may be, the salary used as a reference to determine such allowances or benefits, is reduced for the duration of said absence by the percentage of the night-shift premium that would have applied to the employee under paragraph 2 of clause 9.06 of the collective agreement.

This sub-paragraph does not apply to the following types of leave:

a) statutory holidays;

b) annual vacation;

c) maternity, paternity or adoption leave;

d) disability leave beginning on the eighth (8^{th}) business day;

e) leave for an employment injury recognized under the Act respecting industrial accidents and occupational diseases (CQLR, c. A-3.001);

f) additional leaves paid under sub-paragraphs i) and ii).

C) Rotating shifts

An employee holding a full-time position and working rotating shifts may choose to participate in a work arrangement only for the time worked on the evening or night shift. The applicable terms and conditions are those stipulated for full-time evening- or night-shift positions, prorated to the time worked on these shifts.

Notwithstanding the foregoing, an employee with three (3) years of service or more may choose to participate in a work arrangement for time worked on the day shift as well.

D) Reconciliation

When an employee is no longer covered by this letter of agreement during the year, the reduction of the number of sick leave and annual leave days provided under paragraph A or sub-paragraph ii) of paragraph B is prorated to the time elapsed between the most recent

anniversary date of the letter of agreement's application to the employee and the date on which it ceases to apply, in relation to a full year.

In this case, the employee working on the night shift also receives an amount corresponding to the portion of the premium that was not converted. This amount is prorated to number of days worked between the anniversary date of the letter of agreement's application to the employee and the date on which it ceases to apply, in relation to the number of days contained within that period. For the purposes of this provision, the number of leave days resulting from the application of sub-paragraphs i) and ii) of paragraph B are considered to be days worked.

E) Status of part-time employees who take on the shifts freed up

An employee holding a part-time position who takes on the shifts freed up by full-time employees continues to have part-time status, unless stipulated otherwise in a local agreement.

F) End of application of the arrangement

When the day or days of the employee benefitting from the arrangement of work time are no longer taken up for a period of at least fifteen (15) days, the employer may terminate the arrangement of work time after giving the employee in question fifteen (15) days' notice.

LETTER OF AGREEMENT NO. 18

REGARDING THE CREATION OF THE LEGAL TECHNICIAN JOB TITLE

Within thirty (30) days following the effective date of the collective agreement, the Ministère de la Santé et des Services Sociaux (MSSS) undertakes to submit a draft amendment to the list of job titles, job descriptions and salary rates and scales in the health and social services sector (list of job titles) to create the job title of legal technician (to be determined).

The ranking associated with this job title is ranking 14.

No later than within ninety (90) days following the signature of the collective agreement, the parties will work on determining the scores to assign to each of the seventeen (17) sub-factors of the evaluation system.

The creation of this job title is not subject to the procedure for amending the list of job titles provided in article 8 of the collective agreement.

LETTER OF AGREEMENT NO. 19

REGARDING THE REMUNERATION OF EMPLOYEES WITH THE JOB TITLE OF LAWYER

Unless otherwise amended by this letter of agreement, the provisions of the collective agreement apply to employees with the job title of lawyer (1114) from the list of job titles.

ARTICLE 1 STEP ADVANCEMENT

Notwithstanding the provisions of paragraph 2.19 of Appendix F of the collective agreement, a lawyer is not entitled to accelerated advancement of one (1) step if her/his job performance is deemed exceptional by the employer.

ARTICLE 2 RETENTION PREMIUM FOR LAWYERS

2.01 A lawyer may receive a retention premium, available in three (3) different rates, subject to the following terms and conditions:

- After spending one (1) year at step 18 on the salary scale since her/his last step advancement: 5% of the salary listed on the scale for step 18;
- After spending two (2) years at step 18 on the salary scale since her/his last step advancement: 10% of the salary listed on the scale for step 18;
- After spending three (3) years at step 18 on the salary scale since her/his last step advancement: 15% of the salary listed on the scale for step 18.

The three (3) premium rates are not accruable.

The rules pertaining to step advancement on the salary scale provided in the collective agreement apply for the purposes of calculating the length of time the employee spends on step 18.

2.02 The retention premium is granted upon satisfactory job performance. It is maintained from year to year unless the employer provides the lawyer with a written notice that her/his performance is no longer satisfactory. The notice must be transmitted to the lawyer at least thirty (30) days before the date of termination of the premium.

2.03 The premium is not pensionable.

LETTER OF AGREEMENT NO. 20

REGARDING THE ADDITION OF PERSONNEL, UPGRADING OF FULL-TIME POSITIONS, TENURE, CERTAIN TERMS AND CONDITIONS FOR MAKING FULL-TIME WORK ATTRACTIVE AND USE OF OVERTIME AND INDEPENDENT WORKERS

WHEREAS the parties recognize that the job class of nursing and cardio-respiratory care personnel has specific working conditions;

WHEREAS the job class of nursing and cardio-respiratory care personnel performs work of a particular nature in departments where services are provided twenty-four (24) hours per day, seven (7) days per week;

WHEREAS the job titles in the job class of nursing and cardio-respiratory care personnel require a specific period of training and qualifications;

WHEREAS overtime and rates of use of independent workers are realities for the job class of nursing and cardio-respiratory personnel;

WHEREAS the parties wish to pursue efforts to reduce use of overtime and independent workers;

WHEREAS the parties wish to emphasize the most efficient use of personnel within the institutions of the health and social services network;

WHEREAS the process of upgrading full-time positions has been agreed upon with the unions, and the premium for full-time employees is an integral part of it;

The parties agree as follows:

SECTION I ADDITION OF PERSONNEL

A total of one thousand (1000) full-time equivalents (FTEs) will be progressively added throughout the health and social services network to increase personnel within the nursing and cardio-respiratory care personnel job class in CHSLDs, whether public or privately contracted, to support the healthcare teams and improve healthcare services to the elderly.

SECTION II UPGRADING OF FULL-TIME POSITIONS

1. Objective regarding the proportion of full-time positions

The parties have given themselves the objective of reaching the following proportions of full-time positions, by group of job titles and department:

a) 80% in each department of the CHSLDs of an institution;

b) 70% in each department of an institution where services are delivered twenty-four (24) hours per day, seven (7) days per week, except those mentioned in subparagraph a) above.

The percentages of full-time positions mentioned above are computed based on the total number of job holders.

2. Process for upgrading to full-time positions

The following terms apply to the process for upgrading to full-time positions:

a) Within sixty (60) days following the effective date of the collective agreement, the following actions are carried out concurrently:

- The employer posts all vacant positions (full-time and part-time) in the departments described in article 1 of section II of this letter of agreement;

- The employer gives the option to any part-time employee to have their position upgraded to a full-time position in the same department and on the same shift. Employees who agree to this are confirmed as having the status of full-time employees within a maximum period of sixty (60) days of their acceptance.

b) Within eight (8) months following the effective date of the collective agreement, the employer carries out another upgrade to full-time positions, according to the same terms provided in subparagraph a), and does so by group of job titles and for each department for which the proportion of full-time positions has not been reached, if any exist.

c) Once the phase described in subparagraph b) is completed, the employer posts vacant full-time positions by group of job titles and for each department for which the proportion of full-time positions has not been reached, if any exist.

d) Within eighteen (18) months following the effective date of the collective agreement, the employer carries out another upgrade to full-time positions according to the same terms provided in subparagraph a) by group of job titles and for each department for which the proportion of full-time positions has not been reached, if any exists.

e) Once the proportion of full-time positions has been reached according to the terms described in article 1 of section II of this letter of agreement, the employer sees that it is maintained. Accordingly, the posting of part-time positions for groups of job titles in the departments described in article 1 of section II of this letter agreement is possible only if the targeted proportion is respected.

This section of the letter of agreement will apply notwithstanding any incompatible local or national provisions of the collective agreement or of any incompatible specific agreements.

SECTION III TENURE OF PART-TIME EMPLOYEES

Within six (6) months following the effective date of the collective agreement, the employer carries out an upgrade of positions in accordance with the provisions of clause 2.01 of Appendix S, subject to the exceptions provided in clause 1.02 of Appendix S.

SECTION IV 9/14 SCHEDULE FOR FULL-TIME EMPLOYEES WORKING A STEADY EVENING SHIFT

The local parties may agree locally that full-time employees working a steady evening shift whose regular work week is spread over five (5) days in a department where services are delivered twenty-four (24) hours per day, seven (7) days per week, may benefit from a work arrangement providing a schedule of nine (9) days of work per period of fourteen (14) days.

In all cases, the local agreement must not produce any additional cost.

Employees who wish to work a schedule of nine (9) days of work per period of fourteen (14) days over the course of twenty-four (24) periods of fourteen (14) days will receive one (1) paid day off per period of fourteen (14) days in the following manner and order:

i. through the reduction of nine (9) statutory holidays and three (3) sick days for the equivalent of twelve (12) periods of fourteen (14) days;

ii. and by converting part of the increase in the evening-shift premium into paid time off for the equivalent of twelve (12) days per twelve (12) periods of fourteen (14) days.

For the purposes of applying the preceding sub-paragraph, the method for converting the increase in the evening-shift premium into paid time off is the following:

- 6% corresponds to twelve (12) days.

When an employee is no longer covered by this letter of agreement during the year, the reduction in the number of statutory holidays and sick leave days provided in subparagraph i of this section is prorated to the time elapsed since the last anniversary date of the application of this letter of agreement to the employee and the end date regarding a full year.

In this case, the employer also pays the employee who works a steady evening shift the amount corresponding to the portion of the premium that was not converted and pro-rates this amount to the number of days the employee worked between the anniversary date of the application of the letter of agreement to the employee and the end date compared to the number of workdays included during this period. For the purposes of this provision, the

days off resulting from the application of subparagraphs i and ii of this section, if any, are deemed to be days worked.

No later than December 15 of each year, the employer makes the necessary monetary adjustments, if any are needed, concerning the increase in the evening-shift premium, whether or not it is used for the purposes of the conversion into paid time off.

SECTION V ATTRACTION AND RETENTION PREMIUMS FOR FULL-TIME EMPLOYEES WHO WORK AN EVENING, NIGHT OR ROTATING SHIFT

Employees who hold a full-time evening- or night-shift position and work in a department where services are delivered twenty-four (24) hours per day, seven (7) days per week, receive a premium for each hour worked, established as follows:

a) evening shift:

- 3% of the employee's daily salary, plus, where applicable, the responsibility premium or supplement and the additional remuneration provided in article 4 of Appendix C, article 6 of Appendix E, article 6 of Appendix F and article 2 of Appendix H, beginning on the effective date of the collective agreement;

- An additional 1% of the employee's daily salary, plus, where applicable, the responsibility premium or supplement and the additional remuneration provided in article 4 of Appendix C, article 6 of Appendix E, article 6 of Appendix F and article 2 of Appendix H, once a proportion of 70% of full-time positions has been reached per institution for departments in which services are delivered twenty-four (24) hours per day, seven (7) days per week, notwithstanding the proportion established for upgrading full-time positions provided in section II of this letter of agreement.

  The percentage of full-time positions mentioned above is calculated based on the total number of employees who hold a position.

This premium is payable for the hours eligible for the evening-shift premium described in clause 9.05, in addition to the evening-shift premium or the increase in the evening-shift premium, as the case may be.

b) night shift

- 2% of the employee's daily salary, plus, where applicable, the responsibility premium or supplement and the additional remuneration provided in article 4 of Appendix C, article 6 of Appendix E, article 6 of Appendix F and article 2 of Appendix H, beginning on the effective date of the collective agreement;

- An additional 0.5% of the employee's daily salary, plus, where applicable, the responsibility premium or supplement and the additional remuneration provided in

article 4 of Appendix C, article 6 of Appendix E, article 6 of Appendix F and article 2 of Appendix H, once a proportion of 70% of full-time positions has been reached per institution for departments in which services are delivered twenty-four (24) hours per day, seven (7) days per week, notwithstanding the proportion established for upgrading full-time positions provided in section II of this letter of agreement.

The percentage of full-time positions mentioned above is calculated based on the total number of employees who hold a position.

This premium is payable for the hours eligible for the night-shift premium described in clause 9.05, in addition to the night-shift premium and the increase in the night shift premium, as the case may be.

The employer grants the applicable premium, as the case may be, to employees who hold a full-time position on a rotating shift, for each hour worked on the evening or night shift.

For the purposes of remunerating an employee, clause 7.07 applies to the attraction and retention premiums provided in this section. These premiums are not taken into account in the calculation of monetary compensation provided for in article 9 of Appendix I.

These attraction and retention premiums end on March 30, 2023.

SECTION VI COMMITMENT AND FOLLOW-UP ON THE IMPLEMENTATION OF THE LETTER OF AGREEMENT

1. Local agreement and follow-up

The labour relations committee described in article 33 is mandated to follow up on the implementation of this letter of agreement for the purpose of ensuring greater stability of teams.

The labour relations committee is also mandated to conduct a follow up regarding use of overtime and independent workers. The following terms apply:

- To enable the union to analyze the situation, the labour relations committee agrees on the relevant information to transmit to the union;

- As part of their work, each party proposes any alternatives or suggestions concerning recourse to independent workers, especially for the day shift, and to overtime.

2. National commitment and follow-up

The parties undertake to promote and highlight the value of job positions and the health and social services network. To this end, they agree to work in collaboration with the MSSS to identify best practices and areas of innovation for the issues surrounding retention of

nursing and cardio-respiratory care personnel, recruitment, and proportions of full-time personnel.

Within sixty (60) days following the effective date of the collective agreement, the parties will establish a national working committee to follow up on this letter of agreement.

The committee's terms of reference are to:

- Establish work indicators, especially absenteeism rates, overtime and use of independent workers, and assess these indicators;

- Track the fulfillment of the addition of personnel, the maintenance of the proportions of full-time positions and the impact of these measures on the rate of overtime and use of independent workers;

- Collaborate on researching ways to facilitate the deployment of efforts to add personnel, the maintenance of the proportions of full-time positions and reduction of overtime and use of independent workers;

- Monitor practices and use of overtime and independent workers, conduct an evaluation and establish measures to reduce these practices;

- Collaborate on researching ways to highlight the value of nursing and cardio-respiratory careers in the health and social services network to boost the process of staffing full-time positions;

- Make recommendations to the bargaining parties to ensure the attainment and maintenance of the objectives of this letter of agreement, particularly regarding the proportion of full-time positions and the measures aimed at reducing the use of overtime and independent workers.

- Provide a preliminary report no later than March 31, 2022;

- Provide a final report on the work no later than six (6) months after the expiry of the collective agreement.

The committee is composed of three (3) representatives of the employer party and three (3) representatives of the FTQ, with each party having the option to add a resource-person as needed.

LETTER OF AGREEMENT NO. 21

REGARDING CERTAIN EMPLOYEES DISABLED ON THE DATE ON WHICH THE COLLECTIVE AGREEMENT BECOMES APPLICABLE TO THEM

The parties agree that an employee referred to in a collective agreement other than a collective agreement entered into between the Comité patronal de négociation du secteur de la santé et des services sociaux (CPNSSS) and the Canadian Union of Public Employees (CUPE-FTQ) who receives short-term salary insurance on the date on which the collective agreement comes into force for her/ him is subject to the provisions concerning short-term salary insurance (maximum 104 weeks) herein provided.

Notwithstanding the foregoing, the employee continues to receive, for the same disability period, salary insurance benefits as established under the collective agreement that was applicable to him or her when the disability started. In addition, unless the collective agreement that was applicable at the start of the disability was an agreement between the CPNSSS and SQEES-298 (FTQ) or SEPB-Québec (FTQ) (COPE), the employee is not entitled to the long-term salary insurance plan provided for under paragraph e) of clause 23.29 herein or to any other provision pertaining to the plan.

LETTER OF AGREEMENT NO. 22

REGARDING THE ADDITION OF PERSONNEL FROM THE JOB CLASS OF OFFICE PERSONNEL AND ADMINISTRATIVE TECHNICIANS AND PROFESSIONALS IN EMERGENCY SERVICES

WHEREAS the parties wish to support care teams and improve care and services to the public in emergency services;

The parties agree as follows:

A total of three hundred (300) full-time equivalents (FTEs) is hereby progressively added to the entire health and social services network to increase the number of employees from the job class of office personnel and administrative technicians and professionals working in emergency services.

LETTER OF AGREEMENT NO. 23

REGARDING THE STUDY OF ISSUES REFERRED TO THE PROVINCIAL LABOUR RELATIONS COMMITTEE

For the duration of this collective agreement, the parties agree that the provincial labour relations committee, as governed by article 33, will study the following issues, as agreed by the parties:

- Provide that employees' eligibility for the leave with deferred pay plan only be possible after thirty-six (36) months of service at the employer's;

- Repeal the employer's obligation to deduct union dues when the parties are awaiting a decision of the Tribunal administratif du travail regarding the inclusion of an employee in the bargaining unit;

- Delete the provisions of article 28 and all other provisions found that concern vested rights and privileges that are no longer applicable;

- Repeal Letter of Agreement No. 8 regarding the number of child nurses/baby nurses and nursing assistants who are registered with the SNMO;

- Repeal Letter of Agreement No. 9 regarding the social reintegration of beneficiaries with an intellectual impairment or mental health problems;

- Ensure the general concordance of the entire collective agreement.

The parties agree to amend the collective agreement during the work of the committee.

LETTER OF AGREEMENT NO. 24

REGARDING EMPLOYEES WITH THE JOB TITLE OF PSYCHOLOGIST

ARTICLE 1 TERMS OF APPLICATION

The provisions of this letter of agreement apply to employees with the job title of psychologist (1546).

ARTICLE 2 RETENTION PREMIUM FOR THE PSYCHOLOGIST JOB TITLE

Beginning on the effective date of the collective agreement, the employees in question receive a retention premium based on the number of paid hours of work, classified as follows:

- Level 1:
  - 4.1% of the basic hourly rate for fifty-six (56) or more paid hours of work, but fewer than seventy (70) hours per pay period;
- Level 2:
  - 9.6% of the basic hourly rate for seventy (70) paid hours of work per pay period.

Neither level of the retention premium is accruable.

Paid hours of work means actual regular hours worked and the following hours of leave:

- The following days of leave provided in the collective agreement:
  - annual vacation;
  - statutory holidays;
  - sick leave;
  - floating days off;
  - special leave under clauses 22.19 and 22.19A;
  - personal leave under article 25.
- Union leave paid by the employer or reimbursed by the union when the employee is scheduled to be at work;
- Training provided by the employer and recorded on the work schedule;
- Leave paid by the employer pursuant to section 59 of the Act respecting industrial accidents and occupational diseases (CQLR, c. A-3.001) or section 36 of the Act respecting occupational health and safety (CQLR, c. S-2.1).
- The disability periods set out in paragraphs b) and c) of clause 23.29.

The retention premium is non-pensionable.

The premium ends on September 30, 2023.

Method and adjustment of the premium[1]

The percentage for both levels of the retention premium is reduced by any salary adjustment[2] except for the general parameters for salary increases provided in the collective agreement.

The reduction in the premium is based on the following method and formula:

The percentage to apply to each level is determined according to the basic hourly rate for the highest step on the salary scale. For the first adjustment to be made, both reference percentages for the retention premium are those in effect on the effective date of the collective agreement.

The formula is as follows:

$$\%\ \text{Retention premium}_{\text{Level}_i,t+1} = \left[\left(\frac{\text{Basic rate for the highest step}_t \times \left(1 + \%\ \text{Retention premium}_{\text{Level}_i,t}/100\right)}{\text{Basic rate for the highest step}_{t+1}}\right) - 1\right] \times 100$$

Where

i = retention premium level:

where *i* = 1 for level 1 and *i* = 2 for level 2;

t = the date preceding the increase in the basic hourly rate for the highest step;

t + 1 = the date on which the basic hourly rate for the highest step is increased.

The result for the numerator must be rounded to the cent.[3]

The percentage obtained for the retention premium for each level is rounded to one digit after the decimal.[4]

If the retention premium is reduced in accordance with the premium adjustment method and formula during the term of the collective agreement, the Comité patronal de négociation du secteur de la santé et des services sociaux will notify the union.

Provisions regarding part-time employees

The provisions of this letter of agreement apply to part-time employees, with the following adjustments:

- Benefits applicable to part-time employees and paid with each pay apply to the retention premium;

1 The Secrétariat du Conseil du trésor calculates the retention premium.

2 Including salary adjustments tied to the evaluation of pay equity maintenance or salary relativity and granted after April 1, 2015.

3 When rounding to the cent, if the decimal point is followed by three digits (3) or more, the third (3rd) and subsequent digits are dropped if the third (3rd) digit is less than five (5). If the third (3rd) digit is equal to or greater than five (5), the second (2nd) digit is rounded up to the next digit and the third (3rd) and subsequent digits are dropped.

4 If the decimal is followed by two (2) digits or more, the second (2nd) and subsequent digits are dropped if the second (2nd) digit is less than five (5). If the second (2nd) digit is equal to or greater than five (5), the first (1st) digit is rounded to the next digit and the second (2nd) and subsequent digits are dropped.

- Hours of leave paid as benefits that fall on a work day provided on an employee's work schedule are considered to be hours used for the purpose of determining eligibility for the retention premium. However, the retention premium does not apply to these hours of leave.

LETTER OF AGREEMENT NO. 25

REGARDING MODIFYING THE LIST OF JOB TITLES AND UPGRADING THE WEEKLY NUMBER OF WORK HOURS FOR THE JOB TITLES OF REHABILITATION ASSISTANT (3462), MEDICO-LEGAL INTERVENTION OFFICER (3544) AND PSYCHIATRIC INTERVENTION OFFICER (3543)

On the effective date of the collective agreement, provide in the list of job titles, job descriptions and salary rates and scales in the health and social services sector (list of job titles) that the weekly number of work hours be upgraded to 36.25 hours for the job titles of rehabilitation assistant (3462) and medico-legal intervention officer (3544) and 37.5 hours for the job title of psychiatric intervention officer (3543).

Notwithstanding clause 7.16 of the collective agreement, the upgrading of the weekly number of work hours of employees with fewer hours in their work week than the hours provided in this letter of agreement is carried out without a local agreement.

The amendments to the list of job titles provided in this letter of agreement are not subject to the procedure for amending the list of job titles provided in article 8.

LETTER OF AGREEMENT NO. 26

REGARDING THE ESTABLISHMENT OF A NATIONAL WORKING COMMITTEE ON THE WORKLOAD OF PERSONNEL IN THE JOB CLASS OF HEALTH AND SOCIAL SERVICES TECHNICIANS AND PROFESSIONALS

Within ninety (90) days following the effective date of the collective agreement, the parties will establish a national working committee to study the workloads of personnel in the job class of health and social services technicians and professionals.

COMMITTEE'S TERMS OF REFERENCE

The committee will document the working conditions of employees in the job class of health and social services technicians and professionals, and to this end, has the following terms of reference:

- Establish the relevant indicators to evaluate workloads;

- Evaluate the workload of the personnel in the health and social services technicians and professionals class according to the established indicators;

- Submit its analyses and recommendations to the bargaining parties no later than twelve (12) months following the creation of the committee.

COMPOSITION OF THE COMMITTEE

The committee is composed of three (3) representatives of the employer party and three (3) representatives of the FTQ, with each party having the option of adding one resource person as needed.

LETTER OF AGREEMENT NO. 27

REGARDING SOME EMPLOYEES WHO RECEIVED THE INTENSIVE CARE PREMIUM

Employees who are not eligible for the critical care premium, the increase in the critical care premium or the special critical care and the increase in the special critical care premiums, and who were receiving the daily intensive care premium provided under article 3 of Appendix C, article 9 of Appendix E and article 8 of Appendix G of the 2006-2010 collective agreement as of the effective date of the current collective agreement, continue to receive the premium for the length of time that they retain their position.

The applicable rate for the daily intensive care premium under this letter of agreement is $3.51 for the duration of the collective agreement.

Employees who were eligible for the intensive care premium referred to in this letter of agreement in the services or departments listed in clause 9.09 no longer receive the premium as of July 10, 2016.

LETTER OF AGREEMENT NO. 28

REGARDING UNION LEAVES FOR NATIONAL COMMITTEES

Notwithstanding the provisions of clause 6.05 of the collective agreement, union leaves for the purpose of taking part in the work or to assist with the sessions of national committees established under the terms of the 2020-2023 collective agreement are unpaid and subject to the terms and conditions set out in the third (3rd) paragraph of clauses 6.02 and 6.03 of the collective agreement, which can be adjusted as needed.

These committees are the following:

- working committee on the government and public employees retirement plan (RREGOP);
- national inter-union committee on reviewing the procedure for modifying the list of job titles, job descriptions and salary rates and scales in the health and social services sector;
- national working committee on telework, specific units and contracts for services (contracts with a third party);
- national working committee to study the workload of personnel in the job class of health and social services technicians and professionals;
- working committee on parental rights;
- national working committee on dispute settlement procedures;
- joint assessment committee on the shortage of qualified workers and the attraction and retention of specific skilled worker job titles;
- working committee on the evaluation of certain job titles;
- working committee to study the stabilization of beneficiary attendant teams working in residential and long-term care centres (CHSLDs) and health and social services aides working in home care;
- forum on the overall health of employees;
- working committee to follow up on Letter of Agreement No. 20 regarding the addition of personnel, upgrading of full-time positions, tenure, certain terms and conditions for making full-time work attractive and use of overtime and independent workers;
- working committee to follow up on Letter of Agreement No. 31 regarding the implementation of certain pilot projects;
- working committee to follow up on Letter of Agreement No. 43 regarding the addition of personnel, the stabilization of teams, and support and recognition of employees working with youth centre clientele.

LETTER OF AGREEMENT NO. 29

REGARDING OVERLAPPING SHIFTS WORKED BY SOME EMPLOYEES

ARTICLE 1

Employees with the job title of nurse (Institut Pinel), nurse clinician (Institut Pinel), beneficiary attendant or beneficiary attendant team leader receive a 2% premium.

The premium applies to the employee's basic salary, plus, where applicable, the responsibility supplement or premium and the additional remuneration stipulated under article 6 of Appendix E, article 6 of Appendix F and article 2 of Appendix H.

ARTICLE 2

Employees registered on the recall list also benefit from the provisions of article 1 of this letter of agreement.

LETTER OF AGREEMENT NO. 30

REGARDING THE ESTABLISHMENT OF A NATIONAL WORKING COMMITTEE ON DISPUTE SETTLEMENT PROCEDURES

Within ninety (90) days of the effective date of the collective agreement, the parties will establish a national working committee on dispute settlement procedures, including the procedures for grievance settlement, arbitration and work overload grievances.

COMMITTEE'S TERMS OF REFERENCE

The committee has the mandate to make recommendations to the bargaining parties on the following subjects:

- procedure for settling disputes prior to arbitration;

- ways and means to settle grievances effectively;

- procedure for work overload grievances.

The committee will have the mandate for twelve (12) months after its creation.

The committee must provide the bargaining parties with a separate or joint final report no later than March 30, 2023.

COMPOSITION OF THE COMMITTEE

The committee is composed of four (4) representatives of the employer party and four (4) representatives of the FTQ.

LETTER OF AGREEMENT NO. 31

REGARDING THE IMPLEMENTATION OF CERTAIN LOCAL PILOT PROJECTS

The parties agree to implement local pilot projects on the following activities:

a) self-scheduling;

b) organization of atypical week-end schedules.

1. Terms and conditions for pilot projects

a) Pilot projects related to self-scheduling

The pilot projects are mainly intended to establish mechanisms allowing employees to participate in scheduling their own work while taking into consideration the other employees in their work team and the needs of the activity centre and its clientele.

More specifically, self-scheduling means the employees sign up on the schedule according to their preferences based on the needs identified by the employer and the number of employees required. Subsequently, the employer proceeds to make up the schedule in consideration of the previously identified needs and the preferences expressed by the employees.

To carry out the pilot projects:

a) When the institution determines that conditions are favourable for implementing pilot projects within a department, they develop the projects, identify the relevant employees and decide on the length of the projects, which is a maximum of one (1) year;

b) The local parties then establish a joint committee to set up and follow up on the pilot projects.

The Comité patronal de négociation du secteur de la santé et des services sociaux (CPNSSS) is responsible for implementing, monitoring and evaluating the measures that were determined. Beginning on April 1, 2021, and until March 30, 2023, the CPNSSS will have a budget of $0.30 million for the FTQ.

To obtain financing for carrying out a pilot project, the institutions must submit their projects to the CPNSSS for evaluation and approval.

b) Pilot projects related to the organization of atypical week-end schedules

The pilot projects are intended to permit employees who work in departments where services are delivered twenty-four (24) hours per day, seven (7) days per week, to arrange their work schedules so that they work two (2), three (3) or four (4) week-ends out of three (3) or four (4) weeks over a minimum period of three (3) months and a maximum period of twelve (12) months.

Employees who make use of such a work arrangement receive the following lump sum:

- fifty dollars ($50) per week-end worked for worktime arrangements consisting of two (2) out of (3) week-ends;

- seventy-five dollars ($75) per week-end worked for worktime arrangements consisting of three (3) out of four (4) week-ends;

- one hundred dollars ($100) per week-end worked for worktime arrangements consisting of four (4) out of four (4) week-ends.

Terms of application:

Upon the employee's request, the employer assesses the possibility of granting the employee a work schedule arrangement that takes into consideration the needs of the department.

The work schedule must consist of a minimum of twenty-eight (28) regular hours of work performed during the period between the beginning of the night shift on Friday and the end of the night shift on Monday. The work hours can be spread out over up to four (4) weeks or can consist of an atypical schedule.

The employee must have worked all the hours contained in the work schedule during the period between the beginning of the night shift on Friday and the end of the night shift on Monday during the period of three (3) or four (4) weeks, according to the planned worktime arrangement.

To calculate eligibility for the above-mentioned lump sums, only the regular hours actually worked are considered. However, employees will not lose their eligibility for the payment of these amounts if they are absent due to annual vacation or statutory holidays; in this case, the lump sum is prorated to the regular hours actually worked.

The local parties must make the adjustments necessary to local provisions to make these work schedules operable.

For the purpose of qualifying for overtime, the regular day of work for a full-time or part-time employee or the employee replacing her/him is that stipulated on the new schedule. The regular work week for a full-time employee or the employee replacing her/him for the entire time is that stipulated on the new schedule. For an employee doing replacement work on two (2) types of schedule (regular and atypical schedule), the regular work week is that stipulated for the job title on the regular schedule.

This letter of agreement does not change the application of the evening-shift, night-shift and week-end premiums set out in this collective agreement.

Non-recurring funding of $0.6 million is budgeted to support the implementation of local pilot projects and to ensure payment of the lump sums provided above in the institutions where the SCFP-FTQ and SQEES-298-FTQ are certified.

To obtain the funding allocated for setting up the pilot projects, the institutions must submit their projects to the CPNSSS for evaluation and approval.

The pilot projects must end no later than March 30, 2023.

2. National committee on jobs established

Within ninety (90) days following the signature of the collective agreement, the parties will establish a national committee on jobs with the goal of ensuring the application of this letter of agreement.

The committee has the following terms of reference:

- Determine the indicators specific to each pilot project covered by this letter of agreement;

- Study the effects of the pilot projects on the basis of quantitative and qualitative analyses using the indicators previously set by the committee;

- Inventory and disseminate self-scheduling best practices;

- Make recommendations to the bargaining parties;

- Provide a final report to the bargaining parties concerning following up on the application of this letter of agreement, no later than six (6) months following the expiry of the collective agreement.

The committee is composed of three (3) representatives of the employer party and three (3) representatives of the FTQ.

LETTER OF AGREEMENT NO. 32

REGARDING THE ESTABLISHMENT OF A WORKING COMMITTEE ON THE GOVERNMENT AND PUBLIC EMPLOYEES RETIREMENT PLAN (RREGOP)

Within thirty (30) days of the effective date of the collective agreement, the parties agree to form a working committee under the Secrétariat du Conseil du Trésor to study the appropriateness of making certain adjustments to the Government and Public Employees Retirement Plan (RREGOP).

COMMITTEE'S TERMS OF REFERENCE

The committee has the following mandates:

1. Examine the following items:

a) Parameters and evolution of pension plans

The parties undertake to discuss certain parameters of the RREGOP while taking various items into consideration, including voluntary retention of experienced personnel. These discussions will include the topics of progressive retirement, early benefits, maximum participation age, deferred benefits and the interest rate assumption for the actuarial reduction offset.

The parties agree to discuss equity among participants and the Government and Public Employees Retirement Plan's (RREGOP) interaction with the Québec Pension Plan (QPP).

The parties agree to discuss the coexistence of the RREGOP and the Pension Plan of Management Personnel (PPMP).

b) Financing

The parties agree to discuss financing terms and conditions for the benefits paid by the participants in the RREGOP in conjunction with certain risk factors, notably the growing maturity of the plan and the uncertainty surrounding the returns of the financial markets. These discussions should include the following subjects:

- a financing approach based on differentiated investment policies;
- the operation of the stabilization fund;
- use of funding provisions for adverse deviations.

2. Provide joint or separate reports to the bargaining parties no later than six (6) months before the expiry of the collective agreement.

COMPOSITION OF THE COMMITTEE

The working committee is composed of six (6) representatives of the employer party and two (2) representatives of each of the following unions: Confédération des syndicats nationaux (CSN), Centrale des syndicats du Québec (CSQ) and Fédération des travailleurs et travailleuses du Québec (FTQ).

LETTER OF AGREEMENT NO. 33

REGARDING MODIFYING THE LIST OF JOB TITLES AND UPGRADING THE WEEKLY NUMBER OF WORK HOURS OF INFORMATION TECHNOLOGY EMPLOYEES

Within thirty (30) days following the effective date of the collective agreement, the Ministère de la Santé et des Services Sociaux (MSSS) undertakes to submit a draft amendment to the list of job titles, job descriptions and salary rates and scales in the health and social services sector (list of job titles) to add that the work week will consist of forty (40) hours for the following job titles:

- Computer technician (2123)
- Data-processing analyst (1123)
- Data processing operator, Class I (5108)
- Data processing operator, Class II (5111)
- Specialized computer technician (2124)
- Specialized data-processing analyst (1124)
-

The amendments to these job titles are not subject to the procedure for modifying the list of job titles provided in article 8.

Terms of application:

Within sixty (60) days of the effective date of the collective agreement, the employer will offer all full-time employees the option of upgrading their position to a forty (40)-hour work week.

The employer will also offer all part-time employees the option of upgrading their position to a forty (40)-hour work week in a manner proportional to the number of hours associated with the position they hold.

Notwithstanding clause 7.16, the upgrading of the weekly number of work hours of employees with fewer hours in their work week than those set out in this letter of agreement is carried out without a local agreement.

Unless there is an agreement between the local parties, the following procedure will apply:

- a position that has not been upgraded must be posted as having a thirty-five (35)-hour work week when it falls vacant;
- a newly created position must be posted as having a thirty-five (35)-hour work week.

When a position is posted as having a thirty-five (35)-hour work week, the employee who obtains the position is offered the option of upgrading the position to a forty (40)-hour work week.

The note “Possibility of upgrading to a forty (40)-hour work week” can be added when the position is posted externally for any newly created position or any position that has not been upgraded.

When a position is upgraded to a forty (40)-hour workweek, the upgrade is final and the provisions in clause 7.16 do not apply.

LETTER OF AGREEMENT NO. 34

REGARDING THE PREMIUM PAID TO SOME SKILLED WORKER JOB TITLES

WHEREAS attraction and retention problems have been noted in regard to certain skilled worker job titles;

WHEREAS the joint committee on the shortage of skilled workers on the job market has noted labour market shortages of skilled workers in job titles targeted by the premium and has produced a joint report on the situation;

WHEREAS job market trends must be monitored for years to come;

1- Premium paid to some skilled workers

1.1 A 10% attraction and retention premium will be paid to employees in the following skilled worker job titles until September 30, 2023:

Job Title	Health and Social Services	School Service Centres and School Boards	Colleges
Electrician	3-6354	2-5104	4-C702
Adjusting Machinist/Specialist Adjusting Machinist/ Machinist	3-6353	2-5125	
Master Electrician	3-6356	2-5103	4-C704
Stationary Engineer	3-6383	2-5107 to 2-5110	4-C726 to 4-C744
Carpenter	3-6364	2-5116	4-C707
Painter	3-6362	2-5118	4-C709
Plumber and/or Pipefitter	3-6359	2-5115	4-C706
Maintenance Mechanic Millwright	3-6360		4-C719
Heavy Vehicle Driver Cl. I/Heavy Vehicle Driver Cl. II	3-6355	2-5308	4-C926
Mechanic, Cl. I		2-5106	
Garage Mechanic/Mechanic, Cl. II	3-6380	2-5137	

1.2 This premium is also paid to employees who hold the job title of general handyman/handywoman (3-6388) or certified maintenance worker (2-5117/C708) provided

that the employer certifies that the employee performs the responsibilities assigned to one of the job titles indicated in paragraph 1.1 and holds the required qualifications.[1]

1.3 For employees who hold a merged position of which a regular component is one of the job titles indicated in paragraph 1.1, the following condition applies for the purpose of eligibility to the premium:

- The hours worked are paid at the highest salary rate, plus the 10% premium, provided that the employee has actually performed the responsibilities of a job title listed in paragraph 1.1 for a minimum of fifteen (15) hours during the pay period.

1.4 The premium applies to the salary rate and to the provisions of the collective agreement that provide for salary maintenance during specific absences.

1.5 The provisions of paragraphs 1.1 to 1.4 take effect on the signature date of the collective agreement.

2. Joint working committee established

2.1 Within one hundred and eighty (180) days prior to the expiry of the collective agreement, the parties will establish a joint committee under the Secrétariat du Conseil du Trésor to study the shortage of skilled workers and the attraction and retention of employees in the following skilled worker job titles:

#	Job Title	Health and Social Services	School Service Centres and School Boards	Colleges
1	Pipe Insulator	3-6395		
2	Heavy Vehicle Driver, Cl. II	3-6355	2-5308	4-C926
3	Heavy Vehicle Driver, Cl. I			
4	Motor vehicle body repairer			
5	Cabinetmaker	3-6365	2-5102	4-C716
6	Electrician	3-6354	2-5104	4-C702
7	Tinsmith	3-6369		
8	Bricklayer			
9	Machinist Millwright	3-6353	2-5125	
10	Master Electrician	3-6356	2-5103	4-C704
11	Refrigeration Machinery Master Mechanic	3-6366		
12	Master Plumber	3-6357	2-5114	
13	Mechanic, Cl. I		2-5106	

[1] In addition, for job titles in the fields of electricity, stationary engineering and pipefitting, employees must hold a certificate of qualification.

#	Job Title	Health and Social Services	School Service Centres and School Boards	Colleges
14	Garage Mechanic, Cl. II	3-6380	2-5137	
15	Stationary Engineer	3-6383	2-5107 to 2-5110	4-C726 to 4-C744
16	Refrigeration Mechanic	3-6352		
17	Maintenance Mechanic Millwright	3-6360		4-C719
18	Carpenter	3-6364	2-5116	4-C707
19	General Handyman/Handywoman	3-6388	2-5117	4-C708
20	Painter	3-6362	2-5118	4-C709
21	Plasterer	3-6368		
22	Plumber and/or Pipefitter	3-6359	2-5115	4-C706
23	Airport Attendant			
24	Locksmith	3-6367	2-5120	
25	Welder	3-6361	2-5121	
26	Glazier-Installer-Mechanic		2-5126	

2.2 **The working committee's terms of reference are to:**

i) Study the premium's effects on attracting and retaining the job titles covered by the premium, based on quantitative and qualitative analyses, particularly by consulting with unions and institutional managers as well as analyzing the following indicators:

- changes in the number of workers;
- retention rates;
- insecurity rates;
- overtime.

ii) Study the attraction and retention of employees with the job titles indicated in paragraph 2.1 of this letter of agreement who are not covered by the premium, in relation to the organizational needs of a significant proportion of the institutions in the parapublic sector;

iii) Study skilled worker shortage trends on the job market based on quantitative and qualitative analyses, particularly by updating the indicators used by the working committee on the shortage of skilled workers on the Québec job market, which was established during the course of the 2020-2023 negotiations;

iv) Assess the relevance of maintaining the 10% premium after it expires or modifying it or extending it to other job titles indicated in paragraph 2.1 of this Letter of Agreement, as needed;

v) Submit joint or separate recommendations to the bargaining parties no later than ninety (90) days prior to the expiry of the collective agreement.

2.3 The working committee is composed of six (6) representatives of the employer party and two (2) representatives of each of the following unions: Confédération des syndicats nationaux (CSN), Centrale des syndicats du Québec (CSQ) and Fédération des travailleurs et travailleuses du Québec (FTQ).

LETTER OF AGREEMENT NO. 35

REGARDING THE JOB TITLE OF PACIFICATION AND SECURITY INTERVENTION OFFICER (INSTITUT PINEL)

Notwithstanding the first (1st) paragraph of clause 8.13 of the collective agreement, the parties agree to submit the job title of pacification and security intervention officer (Institut Pinel) to the national committee on jobs to review the applicable ranking, if necessary.

LETTER OF AGREEMENT NO. 36

REGARDING MODIFYING SOME OF THE TECHNICIAN JOB TITLES IN THE LIST OF JOB TITLES

Within thirty (30) days following the effective date of the collective agreement, the Ministère de la Santé et des Services Sociaux (MSSS) undertakes to submit a draft amendment to the list of job titles, job descriptions and salary rates and scales in the health and social services sector (list of job titles) to change the requirements for the following job titles:

- administrative technician (2101);
- computer technician (2123);
- contributions technician (2102);
- electronics technician (2369);
- graphic arts technician (2333);
- specialized computer technician (2124).

The draft amendments to the list of job titles must state that the job description be changed to include the requirement that the employees can access these job titles if they hold:

- a diploma of college studies (DCS) along with a relevant undergraduate certificate;

  or

- a relevant attestation of college studies (ACS) of eight hundred (800) hours or more, along with relevant experience in the chosen field.

Notwithstanding the foregoing, the requirement of four (4) years of relevant experience in the chosen field, as currently stated in the job description of specialized computer technician (2124), is maintained. For this job title, the draft amendments to the list of job titles must provide that the job description be amended to remove the stipulation “recognized as equivalent by the competent authority.”

The amendments to these job titles are not subject to the procedure for modifying the list of job titles provided in article 8.

The union, a union grouping or an employer may request an exemption whereby an ACS with fewer than eight hundred (800) hours can be recognized. To do so, the party must send a written request to the Ministère de la Santé et des Services Sociaux (MSSS), stating the reason and using the form provided for this purpose.

A copy must be transmitted to the other party unless it is a joint request.

The MSSS will inform the union groupings of any exemption requests it receives.

.

LETTER OF AGREEMENT NO. 37

REGARDING LEGAL SECRETARIES IN THE HEALTH AND SOCIAL SERVICES SECTOR (5321)

The salary increase for employees with the job title of legal secretary who were located on steps 6 to 9 of their salary scale during the integration carried out on April 2, 2019, under Letter of Agreement No. 37 regarding legal secretaries in the health and social services sector (5321) of the 2016-2020 collective agreement will be modified on the next step advancement date stipulated in the collective agreement in order to given them access to the next level of salary increase, until they have access to the maximum increase of 13.57%.

Immediately after completing one (1) year on step 6, the employees will be entitled to the following increases on the step advancement date provided in the collective agreement, until they have access to the maximum increase of 13.57%.

Legal Secretary (5321)

Percentage increase

Step	Salary Increase
1	0.00%
2	0.00%
3	0.00%
4	0.00%
5	0.00%
6	0.00%
1 year on step 6	3.66%
2 years on step 6	6.72%
3 years on step 6	9.95%
4 years or more on step 6	13.57%

LETTER OF AGREEMENT NO. 38

REGARDING THE ESTABLISHMENT OF A WORKING COMMITTEE ON PARENTAL RIGHTS

Within thirty (30) days of the effective date of the collective agreement, the parties agree to establish a working committee under the Secrétariat du Conseil du Trésor to study parental rights.

COMMITTEE'S TERMS OF REFERENCE

The working committee has the following mandates:

1. Analyze the following components of the parental rights plan and make recommendations:

a) Calculation formula for employer compensation

To meet the objective of ensuring income replacement for maternity leave equivalent to the amount employees would receive if they were at work, it is proposed that potential adjustments be made to the current employer compensation calculation formula. This formula, which is calculated on the basis of the employee's basic weekly salary, must take into consideration the benefits paid by the Québec Parental Insurance Plan (QPIP) and premium exemptions for provincial plans and the pension plan.

The basic weekly salary to be used in calculating the employer's compensation must also be the subject of discussions, particularly as concerns part-time employees.

b) Parenting leave

The benefits offered during the period preceding maternity leave and the advance notice for obtaining maternity leave must be studied.

Within ninety (90) days following the signature of the collective agreement, the parties undertake to relax the legal adoption obligation in some situations such as mixed-bank adoption so that adoption leave can be taken when the child arrives in the family.

c) Identification of priority union issues

2. Examine the issues surrounding the terms and conditions of the application of the parental rights provisions in the collective agreement;

3. Analyze the provisions regarding parental rights in the collective agreement to ensure they conform with the current legislative framework and are written using inclusive language;

4. Determine, if needed, the technical parameters and terms and conditions and the required concordances to implement these adjustments;

5. Provide a report, either jointly or severally, to the bargaining parties no later than six (6) months before the expiry of the collective agreement.

COMPOSITION OF THE COMMITTEE

The working committee is composed of four (4) representatives of the employer party and two (2) representatives of each of the following unions: Confédération des syndicats nationaux (CSN), Centrale des syndicats du Québec (CSQ) and Fédération des travailleurs et travailleuses du Québec (FTQ).

LETTER OF AGREEMENT NO. 39

REGARDING MODIFYING THE LIST OF JOB TITLES AND UPGRADING THE WEEKLY NUMBER OF WORK HOURS OF CERTAIN EMPLOYEES IN THE JOB CLASS OF HEALTH AND SOCIAL SERVICES TECHNICIANS AND PROFESSIONALS

Within thirty (30) days following the effective date of the collective agreement, the Ministère de la Santé et des Services Sociaux (MSSS) undertakes to submit a draft amendment to the list of job titles, job descriptions and salary rates and scales in the health and social services sector (list of job titles) to add that the work week will consist of 37.50 hours for the following job titles:

- educator (2691)
- human relations agent (1553)
- lawyer (1114)
- psycho-educator (1652)
- psychologist (1546)
- social worker (1550)
- specialized education technician (2686)

The amendments to these job titles are not subject to the procedure for modifying the list of job titles provided in article 8.

Terms of application:

Within sixty (60) days following the effective date of the collective agreement, the employer will offer all full-time employees the option of upgrading their position to a 37.50-hour work week.

The employer will also offer all part-time employees the option of upgrading their position to a 37.50-hour work week in a manner proportional to the number of hours associated with the position they hold.

Within a maximum of sixty (60) days of the employee's acceptance, the employer will confirm to the employee the upgrading of the position to a 37.50-hour work week.

Notwithstanding clause 7.16, the upgrading of the weekly number of work hours for employees with fewer hours in their work week than those set out in this letter of agreement is carried out without a local agreement.

When a position is newly created or falls vacant, the usual procedure provided in the local provisions of the collective agreement is applicable.

Within sixty (60) days following the expiry of the collective agreement, part-time and full-time employees must be offered the option of upgrading their position to a 37.50-hour work week basis or to opt for the weekly number of work hours associated with their position as provided before the upgrade option.

The terms of application stated above will expire within sixty (60) days following the end date of the collective agreement.

When a position is upgraded to a 37.50-hour work week basis, the upgrade is final and the provisions of clause 7.16 do not apply.

LETTER OF AGREEMENT NO. 40

REGARDING MODIFYING THE LIST OF JOB TITLES AND UPGRADING THE WEEKLY NUMBER OF WORK HOURS OF EMPLOYEES IN THE JOB CLASS OF NURSING AND CARDIO-RESPIRATORY CARE PERSONNEL

On the effective date of the collective agreement, stipulate in the list of job titles, job descriptions and salary rates and scales in the health and social services sector (list of job titles) that the weekly number of work hours is 37.50 hours for all job titles in the job class of nursing and cardio-respiratory care personnel, except for the job titles of specialty nurse practitioner (1915), specialty nurse practitioner candidate (1914), nurse (Institut Pinel) (2473) and nurse clinician (Institut Pinel) (1907), whose weekly number of work hours is 40 hours.

Notwithstanding clause 7.16, the upgrading of the weekly number of work hours of employees with fewer hours in their work week than the hours provided in this letter of agreement is carried out without a local agreement.

The amendments to the list of job titles provided in this letter of agreement are not subject to the procedure for modifying the list of job titles provided in article 8.

LETTER OF AGREEMENT NO. 41

REGARDING THE ESTABLISHMENT OF A WORKING COMMITTEE TO STUDY THE STABILIZATION OF BENEFICIARY ATTENDANT TEAMS WORKING IN RESIDENTIAL AND LONG-TERM CARE CENTRES (CHSLDs) AND HEALTH AND SOCIAL SERVICES AIDES WORKING IN HOME CARE

Within sixty (60) days of the effective date of the collective agreement, the parties agree to establish a working committee to study the stabilization of beneficiary attendant and health and social services aide teams.

COMMITTEE'S TERMS OF REFERENCE

The committee's terms of reference have two (2) components:

A) Beneficiary attendants who work mainly in CHSLDs

- Institute a procedure whereby beneficiary attendants can obtain a full-time position, especially through a fast-track mechanism, which must be deployed at the local level. In this respect, the parties undertake to finalize the process within six (6) months following the effective date of the collective agreement;

- Monitor and analyze personnel and the addition of personnel to document the effects on the health care and services provided by the CHSLDs and on the organization of work and the healthcare teams;

- Study the potential impacts on other missions that may result from upgrading positions in the CHSLDs;

- Monitor and analyze various follow-up indicators such as changes in the proportion of full-time positions by institution;

- Assess the appropriateness of establishing a target for full-time positions, if needed.

B) Health and social services aides working in home care

- Suggest the addition of personnel required for the health and social services aide job structure, if needed;

- Record and assess the issues experienced by health and social services aides in relation to home care, especially how the work is organized;

- Suggest tenure for health and social services aides working in home care, when appropriate;

- Explore other options for improving the availability of health and social services aides according to the needs of the health and social services network.

The working committee will make joint or separate recommendations to the bargaining parties on the above subjects within twelve (12) months following the effective date of the collective agreement.

COMPOSITION OF THE COMMITTEE

The working committee is composed of four (4) representatives of the employer party and two (2) representatives of each of the following unions: SCFP-FTQ and SQEES-FTQ.

LETTER OF AGREEMENT NO. 42

REGARDING THE EVALUATION OF CERTAIN JOB TITLES

Within one hundred and twenty (120) days following the effective date of the collective agreement, the parties agree to establish a working committee under the Secrétariat du Conseil du trésor.

The committee is mandated to discuss the evaluation of the following job titles over a period of three (3) months:

- aministrative proceedings specialist (1109)
- institutional counselor (1106)

The committee is composed of three (3) representatives of the employer party and three (3) representatives of the Fédération des travailleurs et travailleuses du Québec (FTQ).

LETTER OF AGREEMENT NO. 43

REGARDING ADDITION OF PERSONNEL, STABILIZATION OF TEAMS AND SUPPORT AND RECOGNITION OF THOSE WHO WORK WITH YOUTH CENTRE CLIENTELE[1]

WHEREAS the parties recognize that employees working with youth centre clientele work under special conditions;

WHEREAS the parties wish to institute effective measures to help stabilize teams that work with youth centre clientele;

WHEREAS a period of training and qualifications are required to hold a title in the job class of health and social services technicians and professionals and to work with youth centre clientele;

WHEREAS there are problems retaining the health and social services technicians and professionals who work with youth centre clientele;

WHEREAS the parties recognize that those who work with youth centre clientele need better support and coaching;

ARTICLE 1 ADDITION OF PERSONNEL

A total of five hundred (500) full-time equivalent (FTE) positions are hereby added progressively to the youth centres as a whole to increase personnel within the job class of health and social services technicians and professionals to support and stabilize work teams and reduce workloads.

ARTICLE 2 TENURE

Terms of application

2.01 The provisions of this article apply to employees in the job class of health and social services technicians and professionals who work with youth centre clientele.

These provisions do not apply to job titles that consist of twenty (20) or fewer FTEs within a single bargaining unit.

Employees who fulfill one of the following criteria may be exempt from the tenure process:

- pursue full-time studies in a recognized teaching institution in the same discipline as the one mentioned in the employee's job description or in a related discipline;

- hold a position with a schedule consisting exclusively of Saturdays and Sundays;

1 Including the director of youth protection (DYP), but excluding the following services: litigation, adoption disclosure and reunification, family mediation and the university system.

- hold a position in another institution of the health and social services network;

- hold a teaching position in a recognized teaching institution;

- be fifty-five (55) years of age or older.

Part-time employees

2.02 The following paragraph replaces the third (3rd) paragraph of clause 1.01 of the collective agreement:

"Part-time employee" means any employee who works fewer hours than the number stipulated for her/his job title. However, a part-time employee holds a position involving at least twelve (12) shifts of work per twenty-eight (28) days. A part-time employee who, in exceptional cases, works the total number of hours stipulated for her/his job title continues to have part-time employee status.

Tenure process

2.03 Within 12 (twelve) months following the effective date of the collective agreement, the employer proceeds with the tenure of the employees covered by clause 2.01 of this letter of agreement.

Part-time employees who hold a position involving fewer than twelve (12) shifts of work per twenty-eight (28) days have their position upgraded to this number, subject to the exclusions provided in clause 2.01 of this letter of agreement.

To carry out the tenure process, the local parties must agree on the terms of application that will give them the employees they need for the care and services that they offer and to do so in a balanced manner between the various departments, to stabilize the work teams and to facilitate the use of employees to limit recourse to independent workers and overtime.

2.04 Within twelve (12) months following the effective date of the collective agreement, employees who refuse tenure or to apply for a position are deemed to have resigned.

2.05 If, however, an employee has not been able to obtain a position by the end of the tenure process and vacancies remain for which she/he meets the normal requirements of the job, she/he is deemed to have applied for these positions. If she/he refuses such a position, she/he is deemed to have resigned.

2.06 The employer must transmit to the local union the information pertaining to the fulfillment of the tenure process.

2.07 The parties undertake to support the local parties in carrying out the tenure process.

ARTICLE 3 PREMIUM

Employees in the job class of paratechnical, auxiliary services and trades personnel assigned to the supervision or rehabilitation of youth centre clientele and employees in the job class of health and social services technicians and professionals working with youth centre clientele receive a premium of 4% of their daily salary, plus, where applicable, the responsibility premium or supplement and the additional remuneration provided in article 2 of Appendix H.

Employees targeted by this premium may not receive the lump sum described in Letter of Agreement No. 6.

Except in the case of employees who have the floating days off set out in Appendix O, employees who hold a full-time position covered by the premium may convert part of their premium into one (1) paid day off per year.

After personnel has been added and the tenure process set out in articles 1 and 2 of this letter of agreement has been completed, full-time employees in the job class of health and social services technicians and professionals may also convert part of the premium into one (1) additional paid day off per year.

The terms of application are the following:

- the reference year for accrual purposes is July 1 to June 30;

- the choice of converting part of the premium into paid days off must be made by the employee no later than thirty (30) days before the beginning of the reference year;

- the paid days off that are not taken can be converted to cash at the end of the reference year;

- the paid days off can be taken upon agreement with the employer, and may not be taken consecutively.

ARTICLE 4 LOCAL PILOT PROJECTS

The parties agree to carry out the following three (3) pilot projects for employees in the job class of health and social services technicians and professionals:

1. Teaming up in the psycho-social sector, for employees who have the job titles of human relations agent (1553) and social worker (1550) in the psycho-social sector in youth centres.

   This pilot project pairs a new employee with an employee who has the experience required to work with this clientele for a period to be determined by the local parties, according to the needs of the new employee.

2. Navigator for employees with job titles in the youth program psycho-social sector.

   This pilot project sees to the coordination and complementary operation of care and services to ensure service continuity for users and their families with the various professionals and partners involved in their case.

3. Community of practices

   This pilot project aims to establish various tools to support practitioners with the goal of developing their clinical analysis skills and competencies in working with youth. The community of practices makes it possible to share expertise and develop collective knowledge of the work. It is led by practitioners whose expertise has been recognized by their peers.

The Comité patronal de négociation du secteur de la santé et des services sociaux (CPNSSS) is responsible for the application, monitoring and evaluation of pilot projects. The CPNSSS has a total budget of $0.048 million for the SCFP-FTQ and SQEES-FTQ until March 30, 2023.

ARTICLE 5 LOCAL COMMITMENT AND FOLLOW-UP

For the duration of this collective agreement, the parties agree to give the labour relations committee referred to in clause 33.08 the following terms of reference:

- Monitor the implementation of pilot projects and the tenure process described in this letter of agreement according to the established indicators with a view to ensuring greater stability for teams;

- Submit a report to the national working committee described in article 6 of this letter of agreement no later than September 30, 2022.

ARTICLE 6 NATIONAL COMMITMENT AND FOLLOW-UP

Within sixty (60) days following the effective date of the collective agreement, the parties will establish a national working committee to monitor the present letter of agreement.

The committee's terms of reference are to:

- Study the effects of the measures contained in this letter of agreement by analyzing the indicators agreed upon between the parties;

- Establish work indicators, particularly absenteeism rates, overtime and use of independent labour, and conduct an evaluation;

- Monitor the fulfillment of the target to add five hundred (500) full-time equivalents (FTEs) and collaborate on researching means to achieve the addition of personnel;

- Document the working conditions of employees with the goal of assessing workloads, using established indicators;

- Make recommendations to the bargaining parties to ensure that the objectives of this letter of agreement are fulfilled and maintained;

- Provide a final report on the work no later than December 31, 2022.

The committee is composed of three (3) representatives of the employer party and three (3) representatives of the FTQ. Each party may add a resource person as needed, if the parties agree.

LETTER OF AGREEMENT NO. 44

REGARDING THE CREATION OF THE JOB TITLES OF PSYCHIATRIC INTERVENTION OFFICER – TEAM LEADER, MEDICO-LEGAL INTERVENTION OFFICER – TEAM LEADER AND INTERVENTION OFFICER –TEAM LEADER

Within thirty (30) days following the effective date of the collective agreement, the Ministère de la Santé et des Services Sociaux (MSSS) undertakes to submit a draft amendment to the list of job titles, job descriptions and salary rates and scales in the health and social services sector (list of job titles) to create the following job titles:

- Psychiatric intervention officer – team leader (to be determined);
- Medico-legal intervention officer – team leader (to be determined);
- Intervention officer – team leader (to be determined).

The ranking assigned to these job titles is ranking 9.

No later than within ninety (90) days following the signature of the collective agreement, the parties will work on determining the scores to assign to each of the seventeen (17) sub-factors of the evaluation system.

The creation of these job titles is not subject to the procedure for modifying the list of job titles provided in article 8 of the collective agreement.

LETTER OF AGREEMENT NO. 45

REGARDING THE CREATION OF THE JOB TITLE OF BENEFICIARY ATTENDANT – TEAM LEADER

Within thirty (30) days following the effective date of the collective agreement, the Ministère de la Santé et des Services Sociaux (MSSS) undertakes to amend the list of job titles, job descriptions and salary rates and scales in the health and social services sector (list of job titles) to create the job title of beneficiary attendant team leader.

The ranking assigned to this job title is ranking 10, consisting of a flat rate.

No later than within ninety (90) days following the signature of the collective agreement, the parties will work on determining the scores to assign to each of the seventeen (17) sub-factors of the evaluation system.

The job description for the new job title of beneficiary attendant team leader is the following:

> Person who both works as a beneficiary attendant and coordinates the activities of a group of beneficiary attendants. She/he ensures that the beneficiary attendants receive training that emphasizes learning and assimilating skills including Principles for Moving Clients Safely (PDSB), infection prevention and control and relationship-centered care (RCC).

The creation of this job title is not subject to the procedure for amending the list of job titles provided in article 8 of the collective agreement.

LETTER OF AGREEMENT NO. 46

REGARDING THE FORUM ON EMPLOYEES' OVERALL HEALTH

Within thirty (30) days following the effective date of the collective agreement, the parties will establish a forum on the overall health of employees.

FORUM'S TERMS OF REFERENCE

The forum will have the following mandates:

- Recommend local, regional or national projects to the negotiating parties likely to:
    - Improve employee wellness in the work environment;
    - Reduce absenteeism and its length when related to disability;
    - Promote returning to work and retention following a disability, taking into consideration the employee's condition;
- Address ways to better protect employees from acts of violence by clients or their families;
- Assess training programs and implement local, regional or national training projects that produce results and are aimed at improving workplace health, safety and wellness;
- Provide the bargaining parties with a preliminary report no later than May 31, 2022;
- Provide a final report no later than three (3) months following the expiry of the collective agreement.

The parties may agree to address any other topic related to overall employee health.

Beginning on April 1, 2021, and until March 30, 3023, the parties will have a budget of $1.662 million per fiscal year to carry out the projects.

Should the 2021-2022 budget not be used entirely, the unused amounts will carry over to the following years. This deferral will not apply after March 30, 2023.

The projects will begin no later than three (3) months following their approval by the employer.

COMPOSITION OF FORUM

The forum is composed of three (3) representatives of the employer party and three (3) representatives of the unions.

LETTER OF AGREEMENT NO. 47

REGARDING THE REVISION OF CERTAIN JOB DESCRIPTIONS

Within thirty (30) days following the effective date of the collective agreement, the Ministère de la Santé et des Services Sociaux (MSSS) undertakes to amend the job descriptions of the job titles of beneficiary attendant (3480) and health and social services aide (3588) and to abolish the job title of beneficiary attendant ("A"certificate) (3459)[1] from the list of job titles, job descriptions and salary rates and scales in the health and social services sector (list of job titles).

Beneficiary attendant (3480)

The new job description agreed upon by the parties for the job title of beneficiary attendant is as follows:

Person who is part of the healthcare team and who provides assistance for activities of daily living. She/he sees to the hygiene, well-being and supervision of beneficiaries. Sees to their comfort and general needs and makes sure they are kept occupied in a safe environment. Assists them in moving about, transports them and may accompany them outside the institution.

Provides beneficiaries with basic care and informs the nursing team about beneficiaries' state of health and behaviour.

May be required to install certain devices for which she/he is trained. Sees to it that equipment and materials are available, maintained and operating properly. May transport materials, specimens and records.

Health and social services aides (3588)

The new job description agreed upon by the parties for the job title of beneficiary attendant is as follows:

Person in a home, residence, group home or other similar facility who is responsible for a range of tasks aimed at accompanying and supporting the beneficiary and her/his family or at compensating for her/his disabilities in performing daily living activities or domestic tasks. Sees to fostering the beneficiary's integration and socialization in individual and community activities.

Sees to beneficiaries' hygiene, well-being and comfort and monitors and meets their general needs. May be required to install certain devices or give certain types of invasive or non-invasive assistance for activities of daily living, for which she/he has been trained. May distribute and administer medication and may prepare meals or perform domestic tasks.

Reports her/his observations regarding the needs of the beneficiary and family to the persons in charge and team members. In collaboration with other workers, helps identify the needs of the beneficiary, develop a service or intervention plan and implement such plan.

Beneficiary attendant ("A"certificate) (3459)

Employees with the job title of beneficiary attendant ("A"certificate) (3459) are absorbed into the job title of beneficiary attendant (3480) as at May 29, 2021.

[1] The elimination of the job title of beneficiary attendant ("A" certificate) takes effect on May 29, 2021.

These amendments to these job titles are not subject to the procedure for modifying the list of job titles provided in article 8 of the collective agreement.

LETTER OF AGREEMENT NO. 48

REGARDING THE LUMP SUM AMOUNT PAID TO THE JOB TITLES OF NURSING ASSISTANT (3455) AND NURSING ASSISTANT TEAM LEADER (3445)

WHEREAS nursing assistants and nursing assistant team leaders are part of the healthcare team in the same way that beneficiary attendants are;

WHEREAS the health care team thus constituted carries out complementary tasks in the basic care and nursing care of users on a care unit.

The parties agree as follows:

A lump sum is paid to the employee who holds the job title of nursing assistant (3455) or nursing assistant team leader (3445), whose salary rate on this scale is lower than the flat rate in ranking 9.

This lump sum is the difference between the flat rate of ranking 9 and the hourly pay rate of the employee on steps 1 or 2.

This lump sum is paid at each pay period and for each hour remunerated for the job title of nursing assistant or nursing assistant team leader. It is adjusted as the employee advances on their salary scale.

The lump sum paid is not used to calculate premiums and is non-pensionable.

LETTER OF AGREEMENT NO. 49

REGARDING MEDICAL SECRETARIES IN THE HEALTH AND SOCIAL SERVICES SECTOR (5322)

Beginning on the date of the signature of the collective agreement, employees with the job title of medical secretary (5322) receive a 3% premium until March 30, 2023.

The premium applies to the salary rate and the provisions of the collective agreement that concern salary maintenance during specific absences.

The percentage of the premium is reduced by any salary adjustment related to a regulation or a decision of the Commission des normes, de l'équité, de la santé et de la sécurité du travail (CNESST) or another authority concerning pay equity maintenance grievances, up to a maximum of 3%.

For the purposes of the payment of any pay equity adjustments, any amounts paid for the premium will be subtracted from the amounts owed by the employer.

In the event that a regulation or decision of the CNESST or another authority penalizes the complainants, the payment of the 3% premium to employees with the medical secretary job title is nonetheless maintained until March 30, 2023.

PART IV

LETTER OF INTENT

LETTER OF INTENT NO. 1

REGARDING THE PROMOTION OF LETTER OF AGREEMENT NO. 17

The local parties undertake to promote Letter of Agreement No. 17 regarding the arrangement of work time.

To this end, the local parties will negotiate, within sixty (60) days following the effective date of the collective agreement, the terms and conditions for the arrangement of work time according to the provisions of article 2 of Letter of Agreement No. 17 regarding the arrangement of work time.

PART V

SUBJECT INDEX

SUBJECT **Article, paragraph, appendix or letter of agreement or intent**

A

A (cont.)

B

C

D

D (cont.)

E

G

H

H (cont.)

I

INSURANCE (CONT.)

J

J (cont.)

L

LEAVE

LEAVE (cont.)

LEAVE (cont.)

LIST

LOCAL AGREEMENTS

L (cont.)

M

N

NOTICE OR COPY TO THE UNION

NOTICE TO EMPLOYEE

NOTICE TO EMPLOYER

N (cont.)

O

P

PART-TIME EMPLOYEE (cont.)

POSITION

POSITION (cont.)

POSTING

POWERS OF ARBITRATOR

PREMIUM, SALARY SUPPLEMENT AND ADDITIONAL REMUNERATION

PREMIUM, SALARY SUPPLEMENT AND ADDITIONAL REMUNERATION (cont.)

R

R (cont.)

S

S (cont.)

T

U

U (cont.)

V

W

CONSEIL PROVINCIAL DES AFFAIRES SOCIALES

565, CRÉMAZIE EAST BLDV., SUITE 6100
MONTRÉAL, QC, H2M 2V6
438-476-6448
INFOCPAS@CPAS.SCFP.QC.CA

WEBSITE

FACEBOOK

CUPE REGIONAL OFFICES

ABITIBI
201, DU TERMINUS STREET WEST, SUITE 2500
ROUYN-NORANDA, QC, J9X 2P7
819-762-1512

BAIE-COMEAU
1041, MINGAN STREET, SUITE 201
BAIE-COMEAU, QC, G5C 3W1
418-295-3530

BAS-SAINT-LAURENT
2, ST-GERMAIN STREET EAST, SUITE 607
RIMOUSKI, QC, G5L 8T7
418-724-9034

ESTRIE
2144, KING STREET WEST, SUITE 170
SHERBROOKE, QC, J1J 2E8
819-565-9626

MAURICIE
7080, MARION STREET, SUITE 207
TROIS-RIVIÈRES, QC, G9A 6G4
819-375-7855

MONTRÉAL
565, CRÉMAZIE EAST BLDV., SUITE 7100
MONTRÉAL, QC, H2M 2V9
514-384-9681

OUTAOUAIS
259, ST-JOSEPH STREET, SUITE 300
GATINEAU, QC, J8Y 6T1
819-773-3417

QUÉBEC
5050, DES GRADINS BLDV., SUITE 200
QUÉBEC, QC, G2J 1P8
418-627-7737

SAGUENAY-LAC-ST-JEAN
2679, DU ROYAUME SUITE, SUITE 210
JONQUIÈRE, QC, G7S 5T1
418-699-0166